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October 15, 2008

Mr. David L. Corliss  
City Manager  
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P.O. Box 708  
Lawrence, KS 66044-0708

**RECEIVED**

**OCT 17 2008**

**CITY MANAGERS OFFICE  
LAWRENCE, KS**

Re: 729 New Hampshire

Dear David:

I am writing this letter on behalf of Jean Stanton Hetzel, Trustee of the Park Hetzel III Revocable Trust, under Agreement dated February 3, 1997, and Trustee of the Jean Stanton Hetzel Revocable Trust, under Agreement dated February 3, 1997, the owner of 729 New Hampshire, which, as you know, was the former location of the Last Call nightclub.

I understand that the liquor license for Tremors, Inc. was revoked effective December 2, 2007, which was the date that the City considers the non-conforming use to have been discontinued at 729 New Hampshire. I also understand that the non-conforming use of 729 New Hampshire shall be considered by the City to have been abandoned after "the [non-conforming] use has been discontinued for a period of twelve months and no concerted effort has been undertaken by the Owner to continue the use." Lawrence Dev. Code § 20-1502(c)(1)(ii). I understand that the twelve-month period will expire on December 2, 2008. Please let me know immediately, if my understandings set forth in this paragraph are incorrect in any respect.

Mrs. Hetzel elected to terminate the lease with Tremors, Inc. on February 21, 2008, and she filed a lawsuit against Tremors, Inc. to enforce the termination and was involved in litigation over the termination of the lease until the case was dismissed on August 5, 2008. The litigation was resolved and Tremors, Inc. and Mr. Steffes vacated 729 New Hampshire at that time.

Since that time, Mrs. Hetzel has been trying to lease 729 New Hampshire to a new tenant to continue the non-conforming use of 729 New Hampshire. In fact, she signed a new lease in August, but the tenant just recently canceled the lease. She continues to look for a new tenant to lease the space and she has taken out advertisements in print and online media seeking a tenant for the space, but she is concerned that she will be unable to locate a new tenant who can obtain the appropriate licenses to continue the non-conforming use prior to December 2, 2008.

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I am writing to inform you of the efforts Mrs. Hetzel, as the owner, is making to continue the non-conforming use and ask for a letter from the City that confirms that her efforts are considered by the City to be "concerted efforts" and that so long as Mrs. Hetzel continues those efforts, the City will not consider the non-conforming use to have been abandoned.

Mrs. Hetzel is currently actively searching for a new tenant to lease 729 New Hampshire. She has received some interest from prospective tenants and she is optimistic that she will be able to sign a new lease shortly, but she and any proposed tenant or purchaser of the building need assurance that any proposed occupant of 729 New Hampshire will have the time to obtain all licenses necessary to operate 729 New Hampshire consistent with its prior non-conforming use. Accordingly, we request that so long as Mrs. Hetzel and her representatives are actively searching for a new tenant or purchaser of 729 New Hampshire and any person who signs a lease with Mrs. Hetzel or signs a purchase contract with Mrs. Hetzel actively pursues to completion the acquisition of all necessary licenses and permits to operate an establishment at 729 New Hampshire consistent with the non-conforming use, then the City will consider such efforts to be "concerted efforts" and that the non-conforming use will not be considered to have been abandoned.

Mrs. Hetzel's goal is to find a tenant who not only is willing to open an establishment to continue the non-conforming use, but also one who is willing to operate an establishment in a safe and legal manner and that will not cause any problems for her or for the City. However, by having this as a goal, then Mrs. Hetzel cannot be rushed into taking the first tenant who comes along just so she can retain the non-conforming use. In other words, for her to be discriminating, she will need additional time to find a suitable tenant who will need time to obtain the necessary licenses and permits.

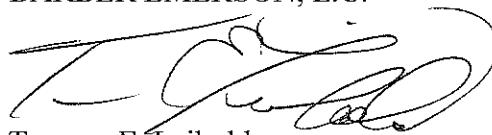
I would appreciate a written response from the City confirming that Mrs. Hetzel's efforts, as outlined above, will be considered by the City to be "concerted efforts" and that so long as she continues those efforts the City will not consider her to have abandoned the non-conforming use. If this is not acceptable to the City or if the City has any concerns about this request, I would appreciate your contacting me at your earliest possible convenience to explain the City's concerns and what, in the City's judgment, would constitute "concerted effort . . . to continue the use."

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I look forward to hearing from you soon.

Very truly yours,

BARBER EMERSON, L.C.

A handwritten signature in black ink, appearing to read 'T. Leibold', with a large, sweeping flourish at the end.

Terence E. Leibold

TEL:jsm

cc: Mrs. Jean Stanton Hetzel