

Pablo's Enterprises, Incorporated
2900 North Avenue
Grand Junction, Colorado 81501
303-241-4949

City of Grand Junction Planning Department
Mr. Bob Goldin
Grand Junction, Colorado 81501

Dear Mr. Goldin:

Pablo's Bar & Grill is opening under the corporate name of Pablo's Enterprises, Incorporated, with Theodora Psahoulis Brehmer as President and Dan Williams as Vice-president, Secretary-Treasurer. Pablo's Bar & Grill will be located at 2900 North Avenue at the site of the original "Round the Corner" restaurant.

We plan on serving a variety of low cost item foods, including Mexican food, a wide selection of appetizers and snacks, deli-type items such as sandwiches and speciality salads. The menu price structure will range from \$1.25 to \$5.95, enabling a couple or family to enjoy an inexpensive lunch or dinner.

We plan on a full-service bar (City hearing to be August 1, 1984, for Hotel and Restaurant Liquor License), to enhance the dining experience for those who enjoy alcoholic beverages with their lunch or dinner. Our menu will have a special section on "Quenchers" that will describe our speciality drinks, i.e. Margarita's, Create A Shake, (using your choice of liquor and soft-serve ice cream), Coffee drinks, and a wide selection of domestic and import beer.

We are making lease/hold improvements in the building to "soften" the look of the interior, as it was originally built as a fast food operation with a very "hard surface" appearance. To "soften" the appearance, we are adding new carpeting, fabric booth dividers, an awning over the bar area, wallpaper on the sides of each booth, and painting the existing walls.

We are taking what was the self-service area and converting it into a full-service bar. The booths on all sides of the bar will be removed and a total of 10 bar stools will go around the bar. The booths across from both sides of the bar will be taken out and replaced with 5 each-20inch round tables and 12 chairs. The seating capacity in the bar and lounge area will be 22 persons.

We have also removed several booths in the dining area and converted the seating that was originally designed for four persons into booths for two, and the booths designed for six persons, into booths for four persons. Therefore, our seating capacity in the dining area will be for 80 persons.

There are no plans for changing any of the outer portions of the building. The landscaping will remain the same, with a major clean-up in progress now for that area. Some shrubs that have died over the past year will be replaced. We had originally planned on a roadside sign, but after investigating the possibilities have decided to put a sign on top of the building where the sign that the previous owners had erected was located. We have also been considering putting awnings around the front entrance area in lieu of the roadside sign.

Our operating hours will be from 11 a.m. to 10 p.m., for lunch and dinner, Monday through Saturday. Our bar will stay open longer if there appears to be a need to do so. We will open Sundays for Sunday Brunch at 10 a.m. and serve Brunch items until 2 p.m., then convert over to our regular menu until 10 p.m.

We have projected that our peak hours for lunch will be between the hours of 11 a.m. and 1 p.m., serving approximately 90 persons, and our peak hours for dinner will be from 6 p.m. to 8 p.m., serving 95 persons. During these peak hours we will have no more than eleven persons working at one given time, including kitchen and dining areas.

We have signed a lease agreement with the Fruita State Bank for one year, with the option to buy at the end of that year, commencing on the day of opening. The Fruita State Bank is responsible for all lease/hold improvements, and all of our funds invested into this business are being borrowed through the Fruita State Bank.

Attached are copies of the lease agreement and an internal layout plan. If there is any other information that you desire, please feel free to call.

Thank you,



Theodora P. Brehmer

Pablo's Enterprises, Incorporated
2900 North Avenue
Grand Junction, Colorado 81504

City of Grand Junction Planning Department
Mr. Bob Goldin
Grand Junction, Colorado 81501

Dear Mr. Goldin:

In deciding against a roadside sign, we have talked with Mr. Jim Flynn who owns the twelve feet of property that is to the west of the parking lot. We have asked him if he would be willing to take down the fence that designates his property line, and allowing us to close the curb cut closest to the light on North Avenue. If he does not permit us to take his fence down, then we will take out the necessary parking spaces to accommodate the parking lot.

We have also talked to the neighbors directly north of the building, Mr. & Mrs. Bowman Knott and Mrs. McGill. They have been very receptive to us and to the changes we plan on making for "Pablo's", and have offered some suggestions for us as far as employee noise control. We have assured them that the management will be closing nightly and not permitting loitering in the back parking area. We are also considering a way to close this area off during non-operative hours, thus disabling anyone from parking back in that area.

Thank you,



Theodora P. Brehmer

FOUND-
THE-
CORNER

PARKING
DIAGRAM

49
AVAILABLE
SPACES

INDICATES
QUESTIONABLE
PARKING
HAZARD

MAP
NOT TO
SCALE

PARK & OVERLAPABLE FOR EXISTING

REBAR



NAIL

CITY LIMIT

NORTH PROPERTY LINE

CITY LIMIT

EXISTING LANDSCAPING

BUILDING

EXISTING LANDSCAPING

- 29 ROAD -

Original
Do NOT Remove
From

EXISTING FENCE

#19 84

- NORTH AVE -

FIG 2

Ms. Doris Lynch
P.O. Box 1924
Grand Junction, CO 81502
#19 84

Mr. & Mrs. Carmine Monte
2903 North Avenue
Grand Junction, Colorado
#19 84 81501

Mr. & Mrs. William Covey
2907 North Avenue
Grand Junction, CO 81501
#19 84

Gardner Denver Co.
P.O. Box 47114
Dallas, Texas 75247
#19 84

Mr. & Mrs. Carmine Monte
2916 E 7/8 Road
Grand Junction, CO.81501
#19 84

Mr. Russell A William
P.O.Box 2446
Grand Junction, CO81501
#19 84

Mr. & Mrs. George Fults
511 29 Road
Grand Junction, CO 81501
#19 84

Industrial Developments
P.O.Box 2105
Grand Junction, CO 81501
#19 84

Mr. & Mrs. Joe Salazar
556 Ashley Drive
Grand Junction, Co.81501
#19 84

Mr. Gerald A Griffin
6780 W. 31st Avenue
Denver, CO. 80214
#19 84

Mr. Omer E. Day
2910 North Avenue sp 22A
Grand Junction, Colorado 81501
#19 84

Mr. James Flynn
165 Willowbrook Drive
Grand Junction, Co. 81501
#19 84

Mr. Wilbur Tucker
510 29 Road
Grand Junction, Colorado 81501
#19 84

Mr. Raymond E. Myers
512 29 Road
Grand Junction, Colorado 81501
#19 84

Mr. Knott Bowman
508 29 Road
Grand Junction, CO. 81501
#19 84

Mr. Bob Davis
503 29 Road
Grand Junction, CO. 81501
#19 84

Mr. & Mrs. Barry Patten
505 1/2 29 Road
Grand Junction, Co. 81501
#19 84

Mr. William Finley, Jr.
2680 Bahamas Way
Grand Junction, Co. 81501
#19 84

E.E. Lewis Company
P.O.Box 1481
Grand Junction, CO. 81501
#19 84

*
Pablo's Enterprises, Inc.
2900 North Avenue
Grand Junction, CO. 81501
#19 84

Don Riggle
282 Little Park Road
Grand Junction, CO. 81503
#19 84

Spartan Colorado, Inc.
P.O.Box 2105
Grand Junction, Colorado 81502
#19 84

* Theodora D. Braehmer
383 B. Explorer Ct.
Grand Jct. CO 81501
#19 84

* Fruta State Bank
41 N. Park Square
Fruta, CO 81521
#19 84

A conditional use was previously approved for this site when it was known as Round the Corner restaurant. Per the City Attorney's recommendation, a new conditional use application was requested. Because of a decrease in seating capacity from 167 to 101, the parking concerns have been resolved, all spaces being provided on site. The planning and engineering representatives have met with Pablo's, resolving all the outstanding technical issues.

STATUS & RECOMMENDATIONS

This will be heard before the Grand Junction Planning Commission on July 31, 1984 and City Council on August 1, 1984. This department, to date, has not received any opposition to the request and one call in favor of it.

REVIEW SHEET SUMMARY

FILE NO. #19-84 TITLE/HEADING Conditional Use-Hotel Restaurant DUE DATE 7/13/84
Liquor License
ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Activity: Conditional Use Petitioner:
Fruita State Bank Location: 2900 North Avenue Grand Junction, CO Phase: Pablos
Restaurant

PETITIONER ADDRESS 141 N. Park Square Fruita, CO 81521

ENGINEER Thodora P. Brehmer 383 B Explorer Court, Grand Junction, CO 81503

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
7/5/84	Fire Dept.	The Grand Junction Fire Department has no objections to this conditional use. The building meets the requirements of the Uniform Fire Code and Uniform Building Code for this use.
7/9/84	Hwy. Department	Access to this business should be from 29 Road only. No access from North Avenue.
7/12/84	Transportation Engineer	There is some "History" relating to traffic circulation and parking problems that occurred with the previous owners of "Round the Corner". They involved the employee parking area North of the building, the "Loading" area to the West of the building, the traffic circulation in the main parking lots, the curb cut on North Ave., and the number of parking spaces available. Since the sketch was not to scale, it's difficult to discuss specifics. However, I feel that we can sit down with the petitioner and work things out. Based on resolving these problems, I have no objections to Pablo's.
7/12/84	City Police Dept.	There appear to be no problems from a police point of view, i.e.: 1. Traffic will exit onto 29 Road, thus control onto North Avenue by signal light. 2. Exterior of existing building can be easily checked at night for security purposes. 3. The lounge area is in immediate view by a police officer on entry through the main entrance.
7/16/84	City Planning	A previous conditional use application was approved for this site (Round the Corner). Since there is a decrease in seating capacity and the petitioner has stated a willingness to work out all the previous concerns related to this site, this dept. has no objections as long as all other review comments are resolved. Also - it should be noted, the County had planned improvements to 29 Road. This could affect access needs in the future. The petitioner should work with the property owner to resolve the issues Re: access, fencing, and overflow parking. 1. A separate sign permit will be required. 2. Any curb work will require a City curb permit. 3. All Bldg. will meet the UBC & UFC. requirements. 4. If the fence remains along North Ave. A redesign or deletion of parking spaces may be necessary to allow for adequate internal traffic flows.

MOTION: "MR. CHAIRMAN, ON ITEM #19-84, CONDITIONAL USE HOTEL/RESTAURANT LIQUOR LICENSE FOR PABLO'S BAR AND GRILL, I MOVE THAT WE FORWARD THIS TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL."

The motion passed by a vote of 4-1.

Mailed 7/16/84

Pablo's Enterprises, Incorporated
2900 North Avenue
Grand Junction, Colorado 81504

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

JUL 24 1984

Mr. Bob Goldin
Grand Junction Planning Department
Grand Junction, Colorado 81501

Dear Mr. Goldin,

This letter is in answer to the agencies reviewing the Conditional Use for Pablo's Bar & Grill, 2900 North Avenue, Grand Junction, Colorado.

Hwy. Department- The only access into the parking lot will be from 29 Road.

Transportation
Engineer-

The loading zone that is to the west of the building will be used by the management personnel for parking their vehicles parallel. There is enough room for three vehicles.

Deliveries for the restaurant will be scheduled early in the morning prior to any employees beginning their shifts.

To the north of the building is the "Employee" parking lot. We will designate this with signs attached to the existing fence. Two concrete poles have been erected on sides of this area to chain off employee parking when the restaurant is closed. There is a problem with the employee parking due to a fence the property owner to the east of the building has erected. Originally, the employees would drive through a driveway on the east side of the building and park, backing up and out of the space and driving on to 29 Road. Now that the fence has been erected, employees will enter from 29 Road and back out onto the city easement, turn, and then drive out on 29 Road. If this causes problems with employees, we will take another course of action.

The customer parking lot to the south of the building also has a fence that has been erected by the property owner of the 10 feet between the city easement and the parking lot property. This fence runs parallel to North Avenue and blocks off the internal traffic flow to the existing parking lot. We have attempted negotiating with the property owner to remove this fence. If we can negotiate with him, we will take the fence down and make all necessary curb cut closures. If we cannot work something out with him, we will re-stripe the parking lot, deleting three parking spaces to accommodate proper internal traffic flow.

City Planning
Department

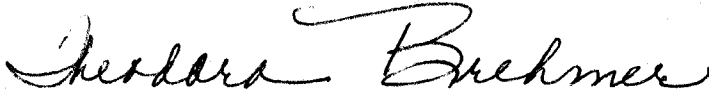
- Mr. Jim Willis of Quality Sign will be doing a sign that will be placed where the original sign was located. I have discussed this with him and he will get a sign permit from the Planning Department.

If the fence were to be removed, we would make any curb cut closures necessary.

All work on the building will be done to code, and meet requirements.

If the fence is not removed, we will re-stripe parking lot and delete three parking spaces to accommodate the internal traffic flow of the parking lot.

Thank you,



Theodora Brehmer

M E M O R A N D U M

DATE: July 7, 1994

TO: Stephanie Nye
City Clerk

FROM: Kristen Ashbeck
Community Development Department

RE: Former Barracuda's Restaurant and Lounge

Based on the attached letter signed by the applicant, the Community Development Department has determined that the proposed reuse of the Barracuda's Restaurant and Lounge will not require a Conditional Use Permit. The proposed use, including the serving of alcohol, meets Code in terms of the definition as accessory to a restaurant use; therefore, there is no need to process the request as a Conditional Use.

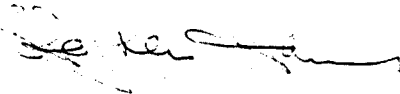
June 21, 1994
Community Development Department
City Of Grand Junction
250 North 5th Street
Grand Junction, Co. 81501
Atten: Kristen Ashbeck, AICP

The undersigned has contracted to purchase the property commonly known as 900 North Avenue formerly operated as Barracuda's Restaurant and Lounge. It will be operated as a restaurant and cocktail lounge. It is contemplated that over 75% of the gross revenues will be from food sales. Liquor sales will amount to less than 25% of the gross revenues.

The facility will be open from 11:00A.M. to 11:00 P.M. on weeknights and 11:A.M. to midnights on Friday and Saturday nights. The restaurant area seats 72. The lounge area seats 20.

Accordingly, it is requested that the requirement of a Conditional Use Hearing be waived.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kristen Ashbeck", is written over a horizontal line.



KATHY P

RECEIVED
SEP 20 1994

September 15, 1994

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

Mr. Harry Griff
c/o Foster, Larson, Laiche and Griff
422 White Avenue, Suite 323
Grand Junction, Colorado 81501

Re: Greenbriar Inc. property at 29 Road and North Avenue

HAND DELIVER

Dear Harry,

This letter is written following our meeting of August 31, 1994 regarding the property located at 504 - 29 Road, formerly known as Barracuda's Restaurant.

I have now reviewed the documents discussed in that meeting and have met with Kathy Portner and Larry Timm of the Community Development Department. Based on our review of the documents and the various meetings that have been held, the Community Development Department has determined that it will agree to review an application for a restaurant with a seating capacity for no more than 99 persons.

The use and occupancy of the building located at 504 - 29 Road as a restaurant shall be conditioned on Greenbriar, or its successor in interest, providing documentation acceptable to the City that parking in compliance with section 5-5 of the Grand Junction Zoning and Development Code shall be provided at all times during the operation of the restaurant. Furthermore, a site plan in sufficient detail and otherwise in accordance with submittal standards of the City, showing the floorplan of the building, landscaping and a layout of the parking lot must be provided. As well, the parking lot must be striped consistent with the submitted parking layout. A survey, performed by a licensed surveyor, showing the property boundaries and the boundary of the non-exclusive parking easement must also be filed with the Community Development Department.

This letter will serve as notice that should the parking required by the Code for the restaurant ever fail to be provided, the use shall be considered non-conforming and any and all approvals shall be subject to revocation. If the use becomes non-conforming due to a failure to provide parking, the continuation, expansion of, or addition to, the use shall be prohibited unless and until the use is brought into compliance with the parking regulations of the Code then in existence.

Mr. Harry Griff
15 September 1994
page 2

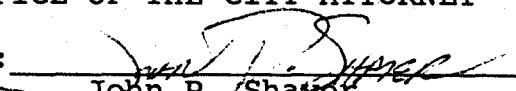
No development, other than the currently proposed restaurant, requires use of the parking spaces available in the non-exclusive parking easement. Please be advised that if the use of either Lot 1 or Lot 2 changes and/or expands, development on either or both lots may be constrained due to the unavailability of sufficient parking. Minimum parking standards for any and all new construction, expansions of, or changes to, existing uses on lots 1 and 2 shall be enforced at the time of construction, expansion or change.

By this letter the City of Grand Junction and/or the Community Development Department are not representing that the proposed use is or will be approved. If the use is approved it shall be subject to and shall operate in accordance with any and all applicable ordinances, laws, rules and regulations of the City of Grand Junction, including but not necessarily limited to the City's right to perform compliance inspections.

To acknowledge your client's understanding and agreement with the terms of review of the proposed use, please countersign this letter and return it to me at your earliest convenience. If you have questions or if I may be of assistance, please call me at the number found below.

OFFICE OF THE CITY ATTORNEY

by:


John P. Shaver
Assistant City Attorney
250 N. 5th Street
Grand Junction, CO 81501
(303) 244-1501

pc: Ms. Kathy Portner
Mr. Larry Timm

Timothy E. Foster
Douglas E. Larson
Stephen L. Laiche

Foster, Larson, Laiche & Griff
Attorneys at Law

Harry Griff, P.C.
Randy L. Brown

file in #19-84

Colorado National Bank Building, Suite 323, 422 White Ave., Grand Junction, CO 81501
(303) 245-8021

FAX: (303) 245-0590

September 21, 1994

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

SEP 22 1994

*CARRINGTON
KATHY PORTNER*

John Shaver, Esq.
Assistant City Attorney
250 N. 5th Street
Grand Junction, CO 81501

Re: Owner: Greenbriar, Inc.
Property: 2900 North Avenue (formerly known as Barracuda's Restaurant)

Dear John:

This letter is to confirm my client's receipt of your September 19, 1994, letter to me, in which you advised that the City was willing to approve the re-opening of the restaurant located at 2900 North Avenue, formally known as Barracuda's, consistently with the approval the City has historically provided to previous owners of the restaurant, notwithstanding the non-exclusive nature of the parking lot serving the restaurant, subject to the remaining terms and conditions set forth in your September 19 letter.

Generally speaking, my client, Greenbriar, Inc., the present owner of the building involved, understands and agrees to abide by the terms and conditions set forth in your letter. However, as we discussed over the telephone yesterday, the letter contains some ambiguous references to the "non-conforming" nature of the parking lot. Accordingly, this is to confirm that, by submitting an application to re-open the restaurant pursuant to the terms and conditions set forth in your letter, neither Greenbriar, as the present owner of the building, nor the potential purchaser of the building, is stipulating, or otherwise acknowledging, that the City has the right to now characterize the application process, or the parking arrangement, as a "non-conforming use" for purposes of the City's zoning and building code. Most importantly in this regard, neither Greenbriar, nor the potential purchaser of the building, is acknowledging that, pursuant to Chapter 4 of the Code, regarding "non-conforming uses," the City could rescind its approval of the non-exclusive parking lot arrangement serving the building, simply because the building were to stand vacant for more than one year, either because the proposed sale presently pending is not consummated, or if the new purchaser subsequently shuts down the building for more than one year. Indeed, Greenbriar could not bind the potential purchaser to such an understanding. Rather, Greenbriar, as the present owner of the building, and presumably any potential future purchaser of the building, hereby reserve their right to argue that the City initially approved the non-exclusive parking lot arrangement as a conforming use; that the City must continue to approve said non-exclusive parking lot arrangement serving the

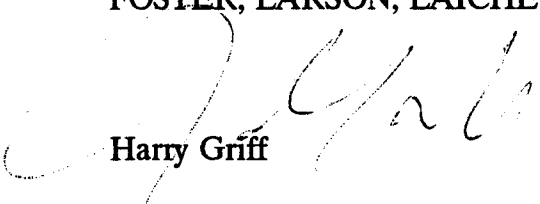
John Shaver, Esq.
Re: Greenbriar
September 21, 1994
Page Two

restaurant, up to the restaurant's historical seating capacity; and that the City could not rescind said approval simply because the restaurant remained vacant for more than one year in the future, pursuant to the non-conforming use provisions set forth in Chapter 4 of the Code. You assured me that, notwithstanding the vague references to "non-conforming" use in your September 19 letter to me, the City was not attempting to process the new application pursuant to the non-conforming use provisions of Chapter 4 of the Code, and that neither Greenbriar nor the present potential purchaser of the building would be deemed to have stipulated to such an understanding, if they process their application pursuant to the terms of your September 19 letter.

Greenbriar and I wish to sincerely thank Mr. Timm, Ms. Portner, and you for your good faith in reviewing the situation, and in agreeing to approve the re-opening of the restaurant, with the non-exclusive parking lot arrangement, consistently with the City's historical approval of the restaurant operation.

Very truly yours,

FOSTER, LARSON, LAICHE & GRIFF



Harry Griff

HG:ab

cc: Mr. Fleming
Mr. Schenk
Mr. Mangurian

19-84

October 9, 1995

Katherine Portner, AICP
City of Grand Junction
Community Development Department
250 N. 5th Street
Grand Junction, CO 81501

RE: Conditional Use Agreement, Letter
Bohgey's Restaurant and Lounge
2900 North Ave. - Grand Junction, CO 81501

Dear Ms. Portner,

I am presently acquiring the existing building at 2900 North Ave., through a lease agreement. The building has been vacant for a period of time but it has in the past already been utilized as a restaurant and laonge, (Around the Corner, Barracuda's and Pablos).

Bohgey's will be a casual dining establishment with a piano bar atmosphere.

The occupancy load is presently 100 persons and we anticipate no reconstruction or remodeling that would alter that level of seating.

The restaurant will be at least 75% of our projected income with the small bar constituting the balance of income.

As you know, the present owner has re-established the property boundaries and we will have adequate parking for our occupancy.

Respectfully submitted,



Elden Boh, Owner
Bohgey's Restaurant and Lounge

Fruitvale Corner L.L.C.
a Wyoming Limited Liability Company
3918 South Seville Circle
Grand Junction, CO. 81506
243-6285

City of Grand Junction
C/O Community Development
250 N 5th Street
Grand Junction, CO. 81501

RE: Restaurant Facility
2900 North Avenue

Community Development Staff -

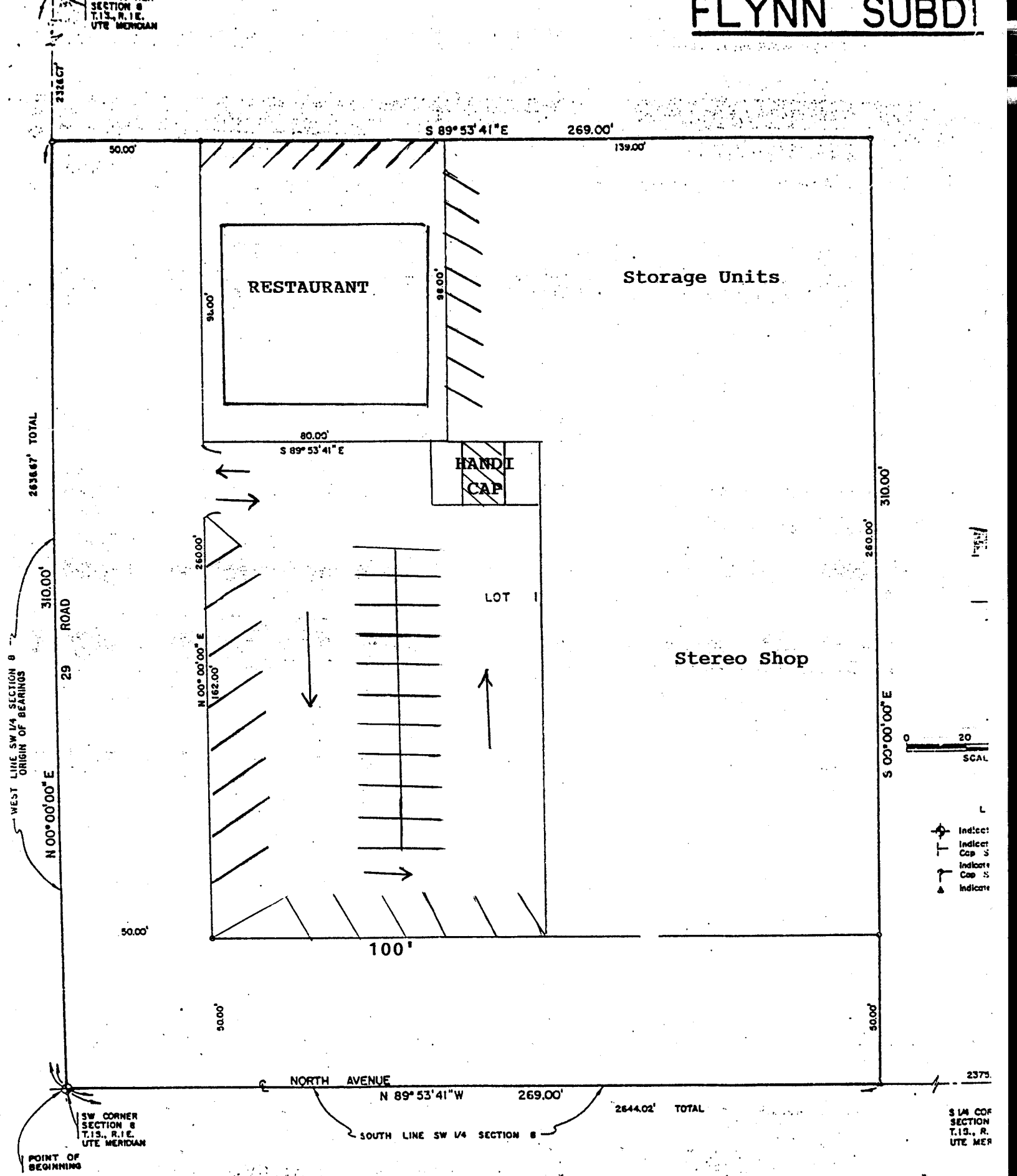
In hopes of resolving the issues concerning the parking problems for the subject property, enclosed are copies of the deeds showing the ownership of the restaurant and adjoining Parking area. Fruitvale Corner L.L.C. is the owner of both these parcels at the corner of twenty nine road and North Avenue.

In February of 1995 the restaurant facility was purchased by fruitvale Corner L.L.C. to resolve the long standing parking problem. After the closing the legal description was corrected by removing the NON-EXCLUSIVE easement. Fruitvale Corner L.L.C. has complete rights and ownership of the subject property. The restaurant has full use of the parking lot as the attached documents indicate. Please feel free to call if we can obtain any further information. We currently have a tenant for the property and would like to obtain the Cities approval for the re-opening of this facility.

Sincerely,



James P. Flynn, Manager
Fruitvale Corner, L.L.C.

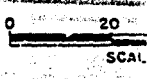
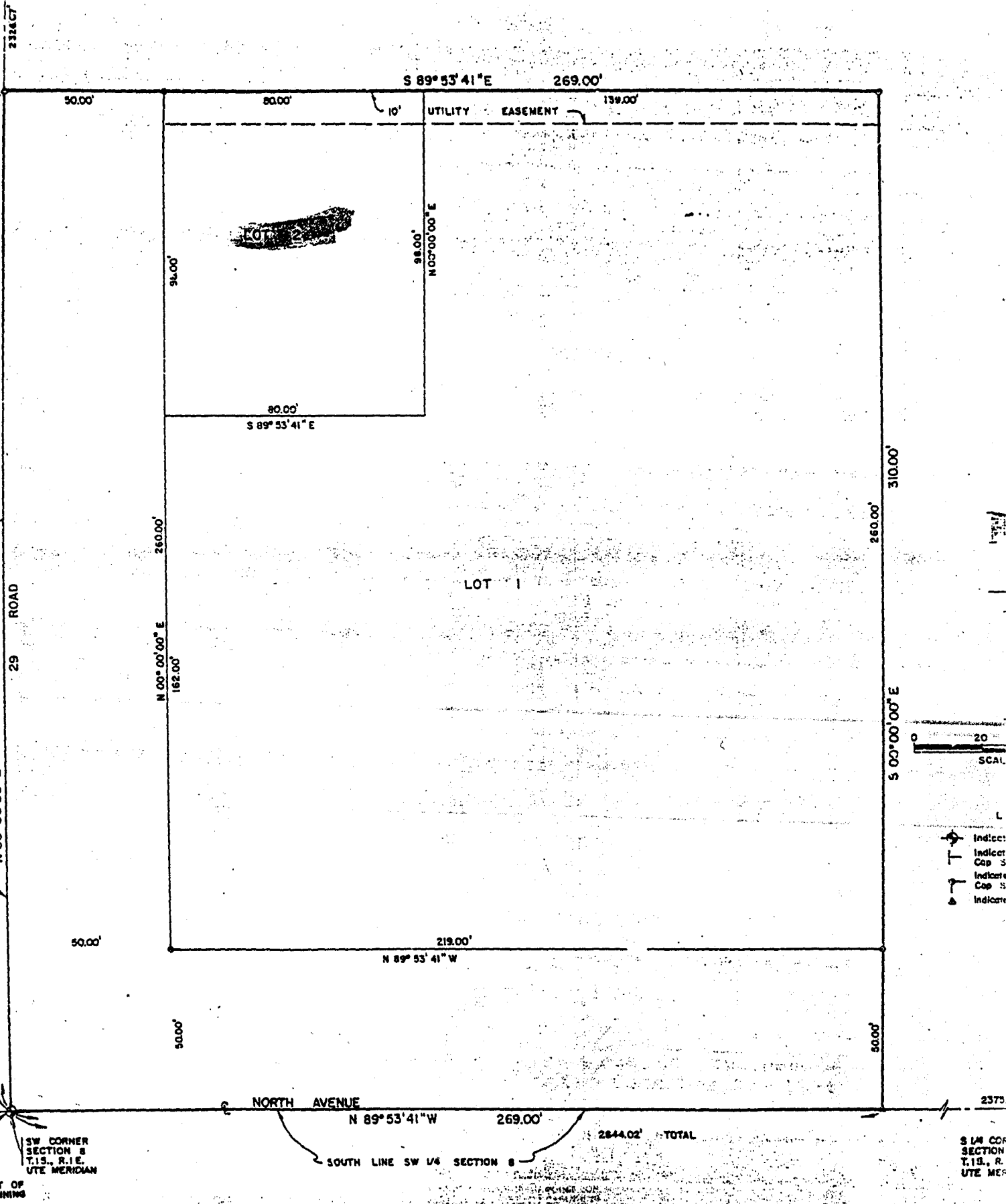


AREA QUANTITIES

Total Acres in Lots	1.307 Ac. or 68.28 %
Total Acres in Streets	0.607 Ac. or 31.72 %
Total Acres	1.914 Ac. or 100.00 %

FLYNN SUBDI

W 1/4 CORNER
SECTION 8
T.13., R.1E.
UTE MERIDIAN



- Indicate
- Indicate
- Indicate
- Indicate
- Indicate

AREA QUANTITIES

Total Acres in Lots	1.307 Ac. or 68.28 %
Total Acres in Streets	0.407 Ac. or 31.72 %
Total Acres	1.714 Ac. or 100.00 %

The commission expires: 3/12/20...

Restaurant
2943-083-12-002
Fruitvale Corner
L.L.C.

2943-083-12-004
FLYNN FAMILY TRUST

PARKING
2943-083-12-003
Fruitvale Corner L.L.C.

29 ROAD

NORTH AVENUE