

Chapman, Austin

From: Elaine Cooper <elaine4tulsa@gmail.com>
Sent: Friday, August 21, 2020 9:38 AM
To: esubmit
Subject: Case Number: BOA-22977

Good morning,
My name is Elaine Cooper and I am with Nirvana dispensaries.

We would not be in agreement of James C. Winn, Ezy's House of Dank moving within a 1,000 feet of our dispensary.

I will make sure I attend virtually on the 25th of August to make sure our voice is heard on this matter.

Thank you for your time and have a great weekend.

Respectfully,

Elaine Cooper
Nirvana Dispensary

August 24, 2020

VIA EMAIL

City of Tulsa Board of Adjustment
c/o Tulsa Planning Office
Attn: Austin Chapman
achapman@incog.org

Re: BOA-22977

Dear Members of the Board:

Nirvana Cannabis Dispensary owns a lawfully established and operational dispensary located at 5234 S. Peoria Avenue, south and west of Ezy's House of Dank located at 5123 S. Peoria Avenue.

The Applicant in this case is seeking a variance of the 1,000 foot spacing requirement under Section 40.225-D of the Tulsa Zoning Code (the "Code"). Pursuant to Section 70.130-H of the Code and as provided in the staff report, there are seven (7) criteria that must be established by the property owner in order for the Board to grant a variance. The Applicant fails to establish any of the criteria required to grant the variance.

The Applicant's dispensary is located in the Brook Plaza Shopping Center at the southeast corner of S. Peoria Avenue and E. 51st Street. The property is in a CH District and designated as a Mixed-Use Corridor under the Comprehensive Plan. Brook Plaza is a typical commercial shopping center, similarly situated to the other commercial shopping centers at this particular intersection. There are no unique physical characteristics of the subject property or the surrounding area that result in a hardship to the property owner.

The Applicant's stated hardship is that there is not an available tenant space in the shopping center that is more than 1,000 feet from Nirvana's dispensary, in part due to the widening of I-44. It is true that Brooks Plaza is less than 1,000 feet from Nirvana; however, this fact in itself is not a hardship nor is it unique to the property. There are countless properties in the City of Tulsa that are less than 1,000 feet from established dispensaries. Furthermore, the I-44 widening project was completed in this area sometime around 2012, long before medical marijuana dispensaries were a lawfully permitted use under the Code. The Applicant also indicates that Ezy's has been operating unlawfully at this location, without a certificate of occupancy "for some time now."

The property owner is not prevented from entering into a lease with any other business that is permitted in the CH District, and the Applicant is not prevented from finding a location that is more than 1,000 feet from another dispensary. While it may be an inconvenience to the Applicant that Nirvana is located nearby, it is not a hardship.

As the Applicant himself points out, the intent of the 1,000 spacing requirement is to prevent clusters of this particular use. The Applicant's requested variance to allow Ezy's House of Dank to be located approximately 730 feet from Nirvana's lawfully established dispensary, if granted, will directly impair the spirit and intent of the Code.

I respectfully request that the Board deny the variance in this case. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "gubzar!". The signature is written in a cursive, lowercase style with a small exclamation point at the end. The word "gubzar" is underlined.

Owner of Nirvana Cannabis Dispensary

Chapman, Austin

From: Ryan Kuzmic <ryan@viridianlegal.com>
Sent: Monday, August 24, 2020 2:17 PM
To: Chapman, Austin
Subject: BOA-22977 Additional Exhibits
Attachments: Lease and License Dates.pdf

Hi Austin,

We would like to include the attached two pages as exhibits for the Hearing tomorrow afternoon. The first document is a copy of the first page of the executed lease on the subject property with the date of execution highlighted. The second is their OMMA license from last year, with the date it was issued highlighted. Thank you for all your help!

Kind regards,

Ryan Kuzmic

Viridian Legal Services
1602 S. Main St.
Tulsa, OK 74119
918.401.9142

LEASE

THIS LEASE, MADE this 1st day of October, 2018, by and between Dragon Group, LLC, an Oklahoma limited liability company, hereinafter called "LANDLORD", and EZY'S HOUSE OF DANK, hereinafter called "TENANT".

WITNESSETH

ARTICLE I
LEASED PREMISES

THAT FOR AND IN CONSIDERATION of rents and covenants herein reserved and contained on the part of TENANT to be paid, performed and observed, LANDLORD hereby leases to TENANT and TENANT hereby lets and hires from LANDLORD those certain premises shown and described on the drawing attached hereto marked ~~EXHIBIT~~ "A" and made a part hereof with all the rights, easements, and appurtenances belonging to and usually had therewith, and all upon and subject to the terms, conditions, and provisions herein contained, and hereby described as 5123 South Peoria, Tulsa, Oklahoma 74105 and a part of BROOK PLAZA SHOPPING CENTER.

ARTICLE II
TRADE NAME

TENANT SHALL use in the transaction of business in the leased premises the trade name EZY'S HOUSE OF DANK and will use no other trade name without the prior written consent of LANDLORD.

ARTICLE III
SQUARE FOOTAGE

A LEASED PREMISES of approximately 2610 square feet in area.

ARTICLE IV
TERM

TO HAVE AND TO HOLD THE above described leased premises and property unto the TENANT, his successors and assigns for a term of 3 () years commencing Oct 1st 2018.

OPTION TO RENEW

Provided that TENANT is not in default in the performance of this lease, TENANT shall have the option to renew the lease for one (1) additional term _____ years commencing at the expiration of the then current lease term. All of the terms and conditions of the lease shall apply during each renewal term except that the monthly rent shall be at market rates as determined by comparable tenants in Brook Plaza Shopping Center. The option shall be exercised by written notice given to LANDLORD not less than one hundred twenty (120) days prior to the expiration of the then current lease term. If notice is not given in the manner provided herein within the time specified this option shall expire.

Occupancy of the leased premises by TENANT prior to the Commencement Date shall be subject to all of the terms and provisions of this lease excepting only those requiring the payment of rent.

ARTICLE V
MINIMUM RENT

THE TENANT AGREES to pay, without notice, demand, offset or deduction, as rent for said leased premises, during the leased term the following sums of money to be paid monthly in advance by the first (1st) day of each month:

PRIMARY TERM: _____ MONTHLY RENT

ARTICLE VI
INITIAL RENT &
SECURITY DEPOSIT

IT IS UNDERSTOOD AND AGREED that TENANT, upon the execution of this agreement has paid to LANDLORD the sum of (\$) which represents the first months rent and the estimated prorata share of the Taxes, Insurance and Common Area Maintenance charges which will be applied to Dec 1, 2018. LANDLORD also hereby acknowledges receipt of a Security Deposit in the sum of (\$). This said sum shall be held by Landlord, without interest thereon, as security for the full and faithful performance of all of the terms and conditions of this Lease. In the event the Landlord must use any portion of said security deposit in order to cure a default by Tenant, Tenant shall promptly pay to Landlord the amount necessary to make said security deposit whole, with said payment being due from Tenant within ten (10) days of receipt of written notice from Landlord of the amount of said payment. In the event that Tenant shall fully and faithfully comply with all the terms, conditions and covenants of this Lease, any part of the security not used or retained by Landlord shall be returned to Tenant after the expiration date of the term of this Lease and after delivery of exclusive possession of the Leased Premises to Landlord.

ARTICLE VII
STATEMENT AND
PERCENTAGE RENT

Intentionally deleted.

Please use a supported browser for best performance. Please click here for a list of supported browsers
DISMISS

Licenses / New Business License - Ezy's House of Dank, LLC

License Number : DAAA-4KGY-OTFQ Date issued : 01/24/2019
Expired License Expiry Date : 01/29/2020 Date Updated : 01/28/2020

GENERAL INFORMATION

PERSONS OF INTEREST LOCATION INFORMATION CONTACT INFORMATION QUESTIONS DOCUMENTS PAYMENT

Entity Name : Ezy's House of Dank, LLC License Type : Dispensary Trade Name :

Entity Phone : 9187035430 Fax : Website :

Operating Hours of Entity :

Oklahoma Tax Permit Number (Sales Account ID) :
Oklahoma Tax Permit Number (Site Permit ID) :

Selected Account: Hormegrown Medical Marijuana

Switch Account

CREATE NEW APPLICATION

LICENSE DASHBOARD

APPLICATIONS

ACCOUNT

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