BOARD OF ADJUSTMENT APPLICATION PACKET FOR

APPEAL OF A ZONING ADMINISTRATOR'S DETERMINATION

Available online but not included with this application

- Fee Schedule
- BA & DRB Process Deadlines and Meeting Schedules
- Mailing Label Request Form
- Posting Requirements and Affidavit

Revised 6/14

FREQUENTLY ASKED QUESTIONS

Who Considers The Appeal?
The Board of Adjustment is a semi-judicial body comprised of lay people appointed by Mayor and Council to hear and decide on appeals to a determination or interpretation made by the Zoning Administrator. Decisions by the Board of Adjustment can be appealed to the Pima County Superior Court. Given the legal nature of this zoning process it is important that each applicant read and follow the submittal steps exactly as provided in this packet.

How Long Does This Process Take?
The typical Board of Adjustment application process takes from 2-1/2 to 3 months to complete from beginning to end. The B/A application processing time does not include the time DSD Zoning Review Staff needs to review a project plan and generate the final *Unified Development Code (UDC)* compliance review comments required for your application submittal.

What Are The Steps?

1. Obtain a copy of the formal written ZA determination subject to the appeal from the Zoning Administration Division (if you don't have a copy.)

2. [OPTIONAL but strongly recommended.] Obtain official Board of Adjustment mailing labels from PDSD Zoning Administration Staff, 2nd Floor Offices Public Works Building, 201 North Stone Avenue 837-4948 or 837-4949.

3. [OPTIONAL but strongly recommended.] Using these official mailing labels, per full notice requirements, mail to all affected parties a notice letter, which includes a description of your project, an offer to meet onsite, and information about the Board of Adjustment hearing. Don't forget to get "proof of mailing" when you mail the notices.

4. [OPTIONAL but strongly recommended.] Hold your onsite meeting with those affected parties interested in the application. Provide a sign-in sheet and prepare a summary of what was discussed.

5. Referring to the "Submittal Checklist" assemble the required items for the appeal application submittal.

6. Contact PDSD Zoning Administration Staff to schedule an appointment for submittal of the appeal application. **Applications may not be dropped off.** You must be present to answer staff questions. Please allow up to 30 minutes for staff to review the application for completeness and acceptance.

7. Attend the Board of Adjustment hearing.

Poorly prepared or incomplete submittals will not be processed and will be returned to the applicant.

For Zoning and Subdivision review, the Unified Development Code (UDC) applies to this application. If you feel the Land Use Code (LUC) should apply, please consult with Zoning review staff. Applicable timeframes can be provided at your request or found in Administrative Manual Sec. 3-02 or found on our website at http://cms3.tucsonaz.gov/pdsd. For information about applications or applicable policies and ordinance, please contact Mark Castro at 791-5550.

By state law, we cannot initiate a discussion with you about your rights and options, but we are happy to answer any questions you might have.

APPEAL OF A ZONING ADMINISTRATOR'S DETERMINATION SUBMITTAL REQUIREMENTS

FOR STAFF USE ON FILING DAY

Date Filed: 4/15/22 **Case Number: C10-___-** 22-05

Reviewed by: MC **BA public hearing date:** _____

Project Name: Downtown Dispensary

Project Address: 221 E 6th St **Zone:** C-3

[X] **APPEAL APPLICATION FORM**
(Signed by the Appellant or Authorized Agent - include letter of authorization)

[X] **ZONING ADMINISTRATOR'S (ZA) DETERMINATION**
(A copy of the ZA's formal determination letter)

[X] **ATTACHMENTS TO DETERMINATION REQUEST**
(A copy of each document submitted with the request for a ZA determination)

[X] **APPELLANT'S APPEAL ATTACHMENT**
(Arguments and documents in support of appeal)

[NA] **PROOF OF APPELLANT'S MAIL NOTICE AND MEETING [OPTIONAL]**
(Provide copy of notice, proof of mailing and summary of meeting)

[NA] **10 COPIES OF SUBJECT PROPERTY SITE PLAN OR TENTATIVE PLAT, FOLDED**
(If applicable to the Zoning Administrator's Determination)

[NA] **One (1) 11" x 17" COPY OF SUBJECT PROPERTY SITE PLAN OR TENTATIVE PLAT**

[ ] **OTHER:** Exhibits

[ ] **BOARD OF ADJUSTMENT ZA APPEAL FILING FEES** Online Payment

[X] **PIMA COUNTY ASSESSOR'S PROPERTY PRINTOUT**
(For the subject property)

[X] **PIMA COUNTY ASSESSOR'S LOT AND BLOCK MAP**
(For the subject property)

SUBMITTAL COMMENTS BY STAFF:_____

C10-22-05
T22SA00201

BOARD OF ADJUSTMENT APPEAL APPLICATION

PROPERTY INFORMATION

PROJECT NAME: Downtown Dispensary
(For example: Al's Bar & Grill, Freimen residence carport addition, or Palo Verde Shopping Center, etc.)

PROJECT ADDRESS: 221 E. 6th Street, Tucson, AZ 85705
(Note: If the site is vacant ask Pima Co. Addressing, 201 N. Stone, for an Administrative Address)

ZONING OF PROPERTY e.g. R-1, C-2, O-3, I-1 Authorized, etc: C-3

PROJECT TYPE (check all that apply):

( ) New building on vacant land
(X) New addition to existing building
( ) Existing building needs permits
( ) New building on developed land
( ) Change of Use to existing building
( ) Other _____

RELATED APPLICATIONS (check all that apply and provide case numbers):

( ) Board of Adjustment C10- _____
( ) HPZ _____
( ) DDO _____
( ) Rezoning C9-_____
( ) SE _____
(X) Other Marijuana Authorization

LIST ALL RELATED DP AND PERMIT ACTIVITY NUMBER/S Parcel ID: 117-04-2710

Activity# T22SA00041; T21SA00415; T21CM05662; T21CM0579; T21FC00858

AGENT/APPELLANT (The person processing the application and to whom staff will send mailings):

NAME: Jesse R. Callahan, May Potenza Baran & Gillespie

ADDRESS/ZIP: 1850 N. Central Avenue, 16th Floor, Phoenix, AZ 85004

BUSINESS EMAIL: jcallahan@maypotenza.com; kshaffer@maypotenza.com; afinch@maypotenza.com

BUS. PHONE: (602) 252 - 1900 **FAX:** (602) 252 - 1114

PROPERTY OWNER INFORMATION, IF DIFFERENT FROM ABOVE:

NAME: 221 E 6 ST LLC

MAILING ADDRESS: Attn: David Nichols Realty Inc

1900 E Miraval Cuarto, Tucson, AZ **ZIP:** 85718-3033

[SIGNATURE OF APPELLANT OR ATTACH LETTER OF AUTHORIZATION FOR AGENT]:

_____
(NOTE: REQUIRED BY BOARD RULES)

B/A CASE NUMBER: C10- ___ - _____ ACTIVITY NUMBER: _____

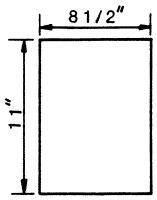
APPELLANT'S APPEAL ARGUMENTS

Please see attached letter and exhibits.

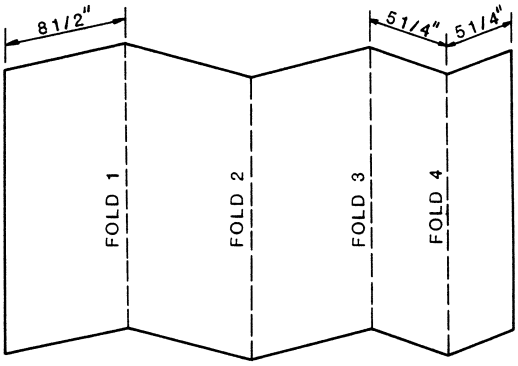
B/A CASE NUMBER: C10- ___ - _____ ACTIVITY NUMBER: _____

STEP 1

Using an 8 1/2" X 11" size sheet of paper as a guide, make folds 1, 2, and 3.



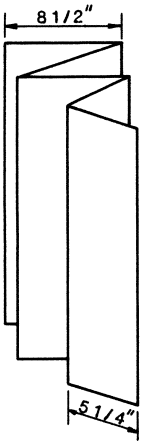
This instruction sheet is 8 1/2" X 11" size.



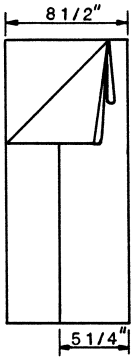
STEP 2

Fold the remaining 10 1/2" in half; this completes fold number 4.

STEP 3

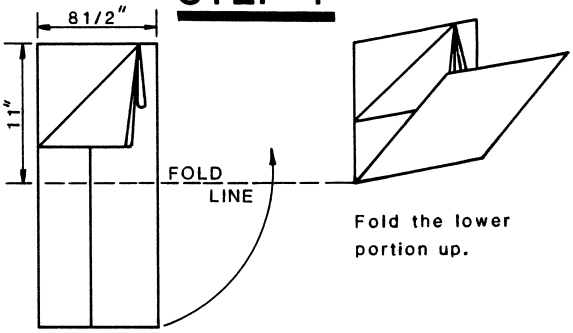


With the 5 1/4" fold to the right



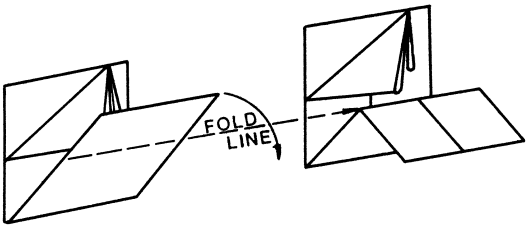
Fold down the corner, all but the last panel.

STEP 4



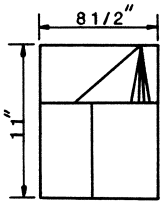
Fold the lower portion up.

STEP 5



Fold the front part in half.

STEP 6



The folded print should be 8 1/2" X 11".

April 15, 2022

VIA PDSD FILE UPLOAD

City of Tucson Board of Adjustment
Planning & Development Services Department
P. O. Box 27210
Tucson, Arizona 85726-7210

Re: Letter of Authorization/Appeal of Zoning Determination #T22SA00041

To Whom It May Concern:

By this letter and signature below, Forever 46, LLC, through its member Mohit Asnani, hereby authorizes Jesse R. Callahan and Kathleen A. Shaffer to represent it before the City of Tucson Board of Adjustment in the appeal of Zoning Determination #T22SA00041 and all related matters.

Sincerely,

Mohit Asnani

March 18, 2022

Jesse R. Callahan, Esq.
May, Potenza, Baran & Gillespie
Attorneys at Law
1850 North Central Ave., 16th Floor
Phoenix, Arizona 85004

Sent via email to: jcallahan@maypotenza.com

SUBJECT: Zoning Administrator Determination
Marijuana Dispensary
221 E 6th St, Tucson AZ 85705
Pima County Tax Parcel Number: 117-04-2710
Development Plan/ Permit Numbers: T21SA00415, T21CM05662
Activity # T22SA00041

Dear Mr. Callahan,

I am in receipt of your letter and its attachments, dated February 2, 2022, requesting a Zoning Administrator Determination ("ZAD") (*See*, Exhibit A). In your letter of request you state the City is in error for denying zoning compliance of a proposed marijuana dispensary expansion located at 221 E 6th St, Tucson, AZ (T22SA00041) (the "Property"). You specifically request a ZAD relating to the City's application of setbacks to the Property required by the Unified Development Code ("UDC") in Section 4.9.9.E.1.h., for a marijuana dispensary, which states that a marijuana dispensary shall be setback "a minimum of 500 feet from a K-12 public, private, or charter school or a licensed childcare center, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the marijuana dispensary to the closest property line of a school or childcare center." Your letter states that Imago Dei Middle School's use of Santa Theresa Tile Works, located at 440 N 6th Ave., qualifies as neither a "school" nor "licensed childcare center" and is, therefore, not subject to the setback requirement of UDC Section 4.9.9.E.1.h (and 4.9.9.E.1.j) for such sensitive uses. Additionally, you argue that a prior determination authored by the City sets a precedent which controls and contradicts the denial made in this case.

Use of Santa Theresa as "K-12 public, private, or charter school":

In the City's letter dated December 6, 2021 the proposed marijuana dispensary expansion at the Property was denied on the grounds that the use of Santa Theresa Tile Works by the Imago Dei Middle School is an established

educational use or school, therefore, the 500 foot setback from a "K-12 public, private, or charter school" required by UDC 4.9.9.E.1.j. applies to the Property (*See*, Exhibit B). Please note, the correct standard used in this case is 4.9.9.E.1.j. which relates specifically to dispensary expansions. The same setback requirement is found in 4.9.9.E.1.h. as referenced in your letter of request.

In your letter of request, you admit that Santa Theresa Tile Works, located at 440 N 6th Ave., lies within 500 feet of the Property but dispute that educational land use activities (K-12 public, private or charter school) are performed on-site which subject the Property and its' proposed expansion to the zoning setbacks required by UDC 4.9.9.E.1.h (and UDC 4.9.9.E.1.j).

While the UDC does not specifically define "K-12 public, private, or charter school" Section 11.3.3.E. *does* define Educational Uses. Section 11.3.3.E.1 defines Elementary and Secondary Schools as: "[p]rovid[ing] primary and secondary education for grades kindergarten through 12, as required by the Arizona State Board of Education. Typical uses include elementary, middle, junior high, and high schools." This determination clarifies the meaning of "K-12 public, private, or charter school" as it relates to Educational Uses for the purpose of applying UDC Sections 4.9.9.E.1.h & j.

For the purposes of applying zoning regulations, a Use may be certified through the compliance review process and the issuance of a Certificate of Occupancy or Letter of Completion for the proposed use of the structure. Pursuant to UDC Section 1.4.1.B "Land shall not…be used or occupied, …and no existing use or structure expanded, reconstructed, changed, or otherwise altered until compliance with the provisions of the UDC have been certified." A Certificate of Occupancy was issued November 30, 1998 for business name "Santa Theresa Tile" and business use "Art Studio" (*See*, Exhibit C). The common use of "Art Studio" designated on this Certificate of Occupancy does not align with a defined use in the UDC. In cases where a term is undefined, the UDC provides the flexibility to clarify the use as noted on the Certificate of Occupancy. In referencing the Merriam-Webster Dictionary, art is defined as "the conscious use of skill and creative imagination especially in the production of aesthetic objects, also: works so produced." Additionally, studio is defined as "the working place of a painter, sculptor, or photographer; and a place for the study of an art (such as dancing, singing, or acting)."

Although a Certificate of Occupancy is generally indicative of the land uses legally occurring on a site, a C of O is not dispositive and other indicia/sources may be considered and used. Imago Dei Middle School has a main campus located at 55 N 6th Ave. Santa Theresa Tile Works is a non-profit subsidiary of Imago Dei Middle School. The School considers Santa Theresa Tile Works its "arts campus" and is mentioned as part of its curriculum. Students attend arts classes at Santa Theresa Tile Works several days a week on a weekly basis. Courses are taught by

both Santa Theresa Tile Works employees and Imago Dei Middle School staff. Santa Theresa Tile Works has been legally permitted as an "Art Studio" which does not preclude it as a location for the study or instruction of art. Therefore, the educational land use activities occurring at Santa Theresa Tile Works by Imago Dei Middle School align with the UDC definition of Elementary and Secondary Schools because art "education for grades kindergarten through 12" is being conducted numerous days per week on an ongoing basis at the site.

As such, the use of the property by Imago Dei Middle School has been legally established through a Certificate of Occupancy issued to Santa Theresa Tile Works to include educational activities. Santa Theresa Tile Works is occupied by Imago Dei Middle School, an established school which conducts educational land use activities on-site. Therefore, the use by Imago Dei Middle School of Santa Theresa Tile Works is considered a "K-12 public, private, or charter school" for the purposes of applying the required zoning setbacks in UDC Sections 4.9.9.E.1.h & j.

A.R.S. Title 36, Chapters 28.1 and 28.2 and A.A.C. Title 9, Chapter 17 and 18 each contain requirements applicable to the Arizona Medical and Adult Use Marijuana Programs. Accordingly, to fully understand all the applicable requirements the statutes and rules should be read in conjunction with each other. City staff reference the A.R.S. and A.A.C. to determine the definition of "K-12 public, private of charter school". While A.R.S. Chapters 28.1 and 28.2 provide no definition, A.A.C. R9-17-101.36 does and states: "'Private school' means the same as in A.R.S. § 15-101." A.R.S. 15-101(21) states: "'Private school' means a nonpublic institution where instruction is imparted." Because the Image Dei Middle School is an independent private school, only the definition of "private school" is included here as the directly relevant category of school. The City's regulations regarding marijuana uses must be at least as strict as Arizona state law, as regulated in the A.R.S. and A.A.C. For the purposes of applying the provisions of UDC 4.9.9.E.1.h. & j., the use of Santa Theresa Tile Works by the Imago Dei Middle School as its arts campus is, therefore, a private school as defined by the A.R.S. and A.A.C.

Your request letter references the additional definition in A.R.S. 15-802(G)(3) which states that "'Private school' means a nonpublic institution, other than the child's home, where academic instruction is provided for at least the same number of days and hours each year as a public school." Imago Dei Middle School, a licensed private school, operates a non-contiguous arts campus at Santa Theresa Tile Works. The definition you reference in A.R.S. 15-802(G)(3) does not preclude a private school from having multiple campuses or locations.

Furthermore, your request letter states that the City may have incorrectly based the denial for the Property on the use of Santa Theresa Tile Works by Imago Dei Middle School being alternately considered an "Instructional School" and that such a consideration would exclude the use from being considered a "K-12 public,

private, or charter school." The City has made no assertion regarding Santa Theresa Tile Works as an "Instructional School". For clarification, the "Instructional School" use was not considered in relation to the zoning authorization denial for the Property and bears no weight in the consideration of the use of Santa Theresa Tile Works by Imago Dei Middle School as a "K-12 public, private, or charter school."

Santa Theresa as "licensed childcare center":

Your request letter states that the City may have incorrectly based the denial for the Property on the use of Santa Theresa Tile Works by Imago Dei Middle School being alternately considered a "licensed childcare center" rather than a "K-12 public, private, or charter school." The City has made no assertion regarding Santa Theresa Tile Works as a "licensed childcare center". For clarification, the "childcare center" use was not considered in relation to the zoning authorization denial for the Property and bears no weight in the consideration of the use of Santa Theresa Tile Works by Imago Dei Middle School as a "K-12 public, private, or charter school."

Precedent regarding authorized use:

Lastly, your request letter claims that consideration of Santa Theresa Tile Works as a school would be contrary to a prior determination issued by the City. Pursuant to UDC Section 1.5.1.C.4. "The Zoning Administrator may designate certain decisions as precedent for future decisions. Any decision so designated shall be binding upon future cases unless reversed on appeal. One copy of all precedent decisions shall be maintained by the Zoning Administrator and one copy shall be maintained by the City Clerk for public review and inspection;" The prior determination was not designated as precedential and is, therefore, not binding upon this or future cases. Additionally, the letter written by former Section Manager Steve Shields in relation to the prior case was not an official Determination and cannot set precedent. As such, the prior case has no bearing upon this case.

It is my determination that for the purposes of applying the required zoning setbacks of a Marijuana Dispensary, as indicated in Unified Development Code (UDC) Sections 4.9.9.E.1.h & j, that the use of the property addressed 440 N 6th Ave. does meet the definition of "K-12 public, private, or charter school" as established through a Certificate of Occupancy and as provided in the UDC, A.R.S. and A.A.C.

Please feel free to contact me if you have questions. You may reach me via email at Elisa.Hamblin@tucsonaz.gov or by telephone at (520) 837-4966.

This determination may be appealed to the Board of Adjustment per UDC Section 1.5.1.E. Please contact Mark Castro for questions about the appeal process via email at Mark.Castro@tucsonaz.gov or by telephone at (520) 837-4979.

Sincerely,

Elisa Hamblin, AICP
Zoning Administrator

C: Scott Clark, Director Planning and Development Services
Mike Rankin, City Attorney
Piroschka Glinsky, Principal Assistant City Attorney
Roi Lusk, Principal Assistant City Attorney
Mark Castro, Principal Planner

EXHIBIT A

JESSE R. CALLAHAN
ATTORNEY AT LAW

O. 602.252.1900

EMAIL
jcallahan@maypotenza.com

May Potenza
Baran & Gillespie

CENTRAL ARTS PLAZA
1850 NORTH CENTRAL AVE., 16TH FLOOR
PHOENIX, AZ 85004

February 2, 2022

VIA U.S. MAIL, HAND DELIVERY, and EMAIL
Zoning Administrator
Planning & Development Services Department
P. O. Box 27210
Tucson, Arizona 85726-7210

Re: Zoning Determination
UDC Sec. 4.9.9.E.1.h.
Activity #: T21SA00415
Site Address: 221 E. 6th St (the "Property")

Dear Ms. Wells:

Through this correspondence, Forever 46, LLC ("Forever 46") requests a Zoning Determination that Santa Theresa Tile Works is not a school within the meaning of UDC Sec. 4.9.9.E.1.h. Payment in the amount of $236.50 is enclosed herewith. This Zoning Determination Request relates solely to PDSD's interpretation of Section 4.9.9.E.1.h. and is independent of Forever 46's demand letter dated January 25, 2022, and the arguments, claims, and demands made therein.

A. History

On December 6, 2021, the City of Tucson's Planning & Development Services Department denied Forever 46 a Letter of Zoning Compliance on the basis that Santa Theresa Tile Works ("Santa Theresa") is a "school" situated within 500 feet of the Property (the "Denial"). In this Denial, PDSD stated that Santa Theresa is a "school" because Imago Dei Middles School uses the premises for off campus art classes.

Santa Theresa has operated its ceramic tile studio and Forever 46 has operated its dispensary on their respective properties, without issue, since 2013. Forever 46 has relied on these vested rights for years and, most recently, in seeking and obtaining permits for the expansion of its facilities.

Apparently, on or about December 3, 2021, Forever 46's competitor, through a holding company, purchased the property on which Santa Theresa operates. Days later, the City issued its Denial. The City's Denial contradicts the twenty-four years of Santa Theresa's operations as a studio and the nine years that Forever 46 has operated its dispensary without issue.

B. Analysis

The governing zoning ordinance, UDC Sec. 4.9.9.E.1.h. provides in full:

> **A marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school or a licensed childcare center**, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the marijuana dispensary to the closest property line of a school or childcare center. Exception: For the purposes of this section, the following uses are not considered schools and, therefore, are exempt from the setback requirement: 1) school administrative offices not located on or contiguous with a school site; and, 2) athletic fields or playgrounds used for school functions that are not contiguous with a school site, except as provided in Section 4.9.9.E.1.k.

(Emphasis added.)

Santa Theresa is **not** a requisite school within the meaning of UDC Sec. 4.9.9.E.1.h. Section 4.9.9.E.1.h. speaks exclusively of a "K-12 public, private, or charter school" and a "licensed childcare center." Whether the 500-foot setback applies to Santa Theresa necessarily depends on whether Santa Theresa fits within either of these definitions.

1. Santa Theresa is not a "K-12 public, private, or charter school."

While the UDC does not define "school," Section 4.9.9.E.1.h. refers to specific types of schools: 1) a K-12 public school; 2) K-12 private school; or 3) a K-12 charter school. These types of schools fall squarely within the UDC's definition of "Elementary and Secondary Schools" in the "Education Use" land use type:

> Provides primary and secondary education for grades kindergarten through 12, as required by the Arizona State Board of Education. Typical uses include elementary, middle, junior high, and high schools.

(*See* UDC Sec. 11.3.3.E.2.)

a. Santa Theresa is neither an "Elementary or Secondary School" nor a "private school."

Santa Theresa is not an Elementary or Secondary School because it does not provide primary or secondary education as required by the Arizona State Board of Education.

Santa Theresa is not registered as a public, charter, or private school. PDSD does not contend that Santa Theresa is a public school or charter school. Where the UDC does not define private school, the statutory definitions are significant. *See Visionquest Nat'l Ltd. v. Pima Cty. Bd. of Adjustment Dist. No. 1*, 146 Ariz. 103, 106, 703 P.2d 1252, 1255 (App. 1985). A.R.S. § 15-101(13) defines a "private school" as a "non-public institution where instruction is imparted." A.R.S. § 15-802(G)(3) further defines a "private school" as a "a nonpublic institution, other than the child's home, where academic instruction is provided for <u>at least the same number of days and hours each year as a public school</u>." Emphasis added. In determining whether an entity is a "private school," courts will consider whether an entity has an established academic curriculum, provides education for the requisite hours expected of a school, and provides after-school activities. *See Visionquest*, 146 Ariz. at 106, 703 P.2d at 1255; *accord Wiltwyck School for Boys, Inc. v. Hill*, 182 N.E.2d 268, 272 (N.Y. Ct. App. 1962)).

Article 11 provides the definitions for terms used in the UDC. *See* UDC Sec. 11.1. Terms not defined in the UDC must be supported by their plain meaning and planning-related resources. UDC Sec. 11.2.5. Further, the Arizona Court of Appeals previously determined that Arizona statutes governing schools are significant to any zoning determination. *See Visionquest*, 146 Ariz. at 106, 703 P.2d at 1255.

Where the UDC does not define a "K-12 public, private, or charter school," the Zoning Administrator may rely on the UDC's definition of "Elementary or Secondary School" and must consider Arizona statutes governing private schools. There is absolutely no support for a determination that Santa Theresa is a "K-12 public, private, or charter school."

b. Santa Theresa is not an "Instructional School."

We are concerned PDSD incorrectly based its Denial on Section 11.3.3.E.3., which sets forth the description of an "Instructional School:"

> Provides domestic, recreational, and other types of instruction for all age groups. Typical uses include dance, cooking, music, martial arts, and handicraft instruction.

Santa Theresa is not an "Instructional School" because it is authorized to operate as a studio under a commercial certificate of occupancy for that Land Use Class or Land Use Type.

The UDC provides that a Zoning Administrator shall determine the most appropriate Land Use Class for a use through an administrative decision. However, no such decision was requested or made by Santa Theresa. Santa Theresa continues to operate under its certificate of occupancy as a "studio."

c. An "Instructional School" is not a "K-12 public, private, or charter school" under the Zoning Ordinance.

Regardless, an "Instructional School" is clearly not a "K-12 public, private or charter school." Section 4.9.9.E.1.h. does not contemplate setbacks from dance halls or restaurants, merely because instruction may take place there. The ordinance explicitly qualifies the type of "school" for which a setback is required, and Santa Theresa does not meet those standards.

Indeed, in arguing that Santa Theresa is an "Instructional School," PDSD recognizes that Santa Theresa is **not** a "Elementary or Secondary School" which is the only land use type comparable to the language in Section 4.9.9.E.1.h. The UDC divides Land Uses into Groups, which are further divided into Classes, and may be further divided into Types. *See* UDC 11.3.1. An "Instructional School" is therefore not an "Elementary or Secondary School." They are distinct Land Use Types within a Land Use Class, within a Land Use Group.

The Zoning Administrator's *post hoc* attempt to reclassify Santa Theresa as an "Instructional School" to justify the Denial precludes any determination that Santa Theresa is a "K-12 public, private, or charter school."

2. Santa Theresa is not a "licensed childcare center."

While PDSD's Denial was solely based on a decision that Santa Theresa is a "school," there is also no evidence that Santa Theresa is a "licensed childcare center" under UDC Section 4.9.9E.1.h.

"Child Care" is a land use type within the "day care" class of the commercial services use group. *See* UDC Sec. 11.3.4.K..2. The "Child Care" land use type is defined as "A Day Care for children 14 years or younger who are not related to the operator. Typical uses include child care centers, preschools, nursery schools, and before- and after-school programs."

Santa Theresa is neither licensed, as UDC Sec. 4.9.9.E.1.h. requires, nor could it plausibly be determined to be a "Child Care" land use type.

3. Precedent prohibits the reclassification of Santa Theresa in contravention with its authorized use.

PDSD relies on the current Certificate of Occupancy to determine the legal use of a property for purposes of enforcing zoning setbacks. In a Determination Letter by (then) Zoning Administrator Steve Shields dated March 8, 2018, PDSD affirmed: ***"If a use is a change of use, and it is established without prior zoning review/approval, the use is not considered to be a legal use."*** In a Determination Letter authored by Russlyn Wells dated May 16, 2019, she states: ***"For the purposes of applying zoning regulations, a Use is established when it has been certified through the compliance review process and a Certificate of Occupancy or Letter of Completion has been issued for the proposed use of the structure."*** *See* T19SA00217. In a PDSD Deposition / Staff Report dated July 24, 2019 (enclosed), Russlyn Wells represented to the Board of Adjustment: ***"Additionally, a Certificate of Occupancy is of significant importance because it certifies that the building is in compliance with provisions of the UDC and building code requirements."*** She also states: ***"It is a common practice as part of the review to verify the last Certificate of Occupancy for a building"*** and ***"The Certificate of Occupancy is brought up again because it identifies the use of a building".*** (Board of Adjustment Hearing July 24, 2019 Reviewing T19SA00217).

Santa Theresa holds itself out as a "hand made ceramic tile company working in public and private art commissions." Further, Santa Theresa holds a commercial certificate of occupancy to operate as an art studio. *See* attached Permit # T98OT00306. Pursuant to UDC 1.4.1, any change of that use requires prior approval and certification by PDSD. It is ***not*** a "school" by any prior interpretation of the UDC. In stark contrast, Imago Dei Middle School applied for and received an educational certificate of occupancy. *See* attached Permit # T08OT01390. Any changes to Santa Theresa's use would require approval and certification by PDSD. *See* UDC Section 1.4.1. Santa Theresa has not applied to change its use to a "school," nor could it. There are no activities occurring there which would allow its certification of use as a "school."

C. Conclusion

PDSD's Denial on the basis that Santa Theresa is situated within 500-feet of the property is indefensible and should be abandoned. The language of UDC Section 4.9.9.E.1.h. and the established use of Santa Theresa's property require a determination that Santa Theresa is not a "K-12 public, private, or charter school or a licensed childcare center" from which a setback of 500-feet would be required under UDC Section 4.9.9.E.1.h.

If PDSD continues to double down on its error, it must consistently enforce the law against Santa Theresa and Franti IV Holdings. Santa Theresa and the owner of the property on which Santa Theresa operates, Franti IV Holdings, are identified as parties of record as any determination by the Zoning Administrator will be binding on them. The Zoning

Administrator cannot arbitrarily determine that Santa Theresa is a "K-12 public, private, or charter school" under UDC Sec. 4.9.9.E.1.h. for the purpose of denying Forever 46 its Letter of Zoning Compliance while simultaneously permitting the property owner and tenant to evade zoning laws governing schools. Indeed, in so doing the City is jeopardizing the well-being and safety of Tucson's residents.

In correspondence dated January 19, 2022, Ms. Elisa Hamblin indicated that the City Attorney's office and the Zoning Administrator have already been consulted on this issue. Therefore, PDSD is already in the position to provide its substantive determination and is demanded to provide its determination no later than **Monday, February 14, 2022**.[1]

Please note that this correspondence is made with an express reservation of rights, and no statement made herein shall constitute or be construed as an admission or waiver of any legal or equitable claim or defense otherwise held by Forever 46.

Sincerely,

MAY POTENZA BARAN & GILLESPIE, PC

/s/ Jesse R. Callahan

JRC/kas

Encl.

cc:
Franti IV Holdings c/o Michael J. Crawford, Party of Record
Santa Theresa Tile Works, c/o Cameron Taylor, Party of Record
Piroshchka Glinskey, City Attorney's Office,
Piroshchka.Glinskey@tucsonaz.gov
Mike Rankin, City Attorney's Office,
mike.rankin@tucsonaz.gov

[1] PDSD represents that the normal reply time is 5-10 business days, but may be up to 45 calendar days for complex issues requiring additional research of a City Attorney opinion. Because PDSD and Forever 46 have been in informal discussions on this issue since PDSD's Denial on December 6, 2021 and because PDSD represents that it has already consulted with the City Attorney, there is no reasonable basis for any delay beyond the 10 business days.

STAFF REPORT

DATE: July 24, 2019

TO: Board of Adjustment

FROM: Zoning Administration
Planning & Development
Services Department

ACTIVITY NO. T19SA00217

C10-19-13 THE PRIME LEAF MEDICAL MARIJUANA DISPENSARY / FRANTI III HOLDINGS LLC / 1525 NORTH PARK AVENUE, C-2

The appellant, Jesse R. Callahan on behalf of Rashad J. Stocker, is appealing the Zoning Administrator's Determination (ZAD) (T19SA00137), issued May 16, 2019 relating to the minimum setbacks (distance) required between the medical marijuana dispensary and a licensed residential substance abuse diagnostic and treatment facility or other residential drug or alcohol rehabilitation facility and a church. The Zoning Administrator (ZA) determined that the Drikung Dzogchen Center of Arizona does not meet the definition of religious use, and that COPE Community Services, Inc. does not constitute a residential abuse and treatment facility or other licensed drug or alcohol facility. The appellant contends that the ZAD fails to uphold the provisions of the City of Tucson Ordinances 10850, 11199, 11346, and 11612 as they are written.

THE APPELLANT'S REQUEST TO THE BOARD

The appellant is requesting reversal of the May 16, 2019 Zoning Administrator's determination.

ZA DETERMINATION DATED MAY 16, 2019

Refer to Exhibit 1.

APPELLANT'S ARGUMENTS TO REVERSE THE DETERMINATION

On May 31, 2019 the appellant filed the appeal to the Zoning Administrator's May 16, 2019 Determination. See appellant's submittal documents in the Board's application packet for Case C10-19-13.

The appellant identifies the following as the issues on Appeal:

1. The Buddhist Center, Drikung Dzogchen Center of Arizona, meets the definition of a church which requires the medical marijuana dispensary to be located more than 1,000 feet from the church.

2. The COPE facility is licensed to treat alcohol and drug abuse and offers residential care for these services which requires the medical marijuana dispensary to be located more than 2,000 feet from the residential treatment facility.

APPLICABLE TUCSON ZONING CODE SECTIONS

Tucson *Unified Development Code (UDC)* sections applicable to this appeal include, in part, the following:

Section 4.9.9.E *Medical Marijuana* which provides the use-specific standards for the dispensary;

Section 1.5.1 *Zoning Determinations and Zoning Certifications by the Zoning Administrator,* which provides for the ZA to interpret the provisions of the UDC; and

Section 3.10.2 *Appeals*, which provides for the Board of Adjustment to hear and decide on appeals made to the ZA's decision.

APPLICABLE CITY OF TUCSON ORDINANCES

The ordinances applicable to the appeal are 10850, 11199, 11346, and 11612.

GENERAL DEVELOPMENT INFORMATION

Zoning and Land Use

SITE: ZONED C-2; (medical marijuana dispensary)
North: Zoned R-2; (single and multi-family residential)
South: Zoned NR-2; (duplex)
East: Zoned R-2; (single-family and duplex)
West: Zoned NR-2; (multi-family residential)

RETAIL TRADE USE GROUP - UDC SECTION 4.9.9

E. Medical Marijuana

1. ***Medical Marijuana Dispensary***

k. *A medical marijuana dispensary shall be setback a minimum of 1,000 feet from a public park listed in Section 6: Medical Marijuana Dispensary and Dispensary Off-Site Cultivation Uses - Required Setback from Certain Parks, of the Technical Standards Manual, a church, or library and a minimum of 2,000 feet from a licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol rehabilitation facility, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the medical marijuana dispensary to the closest property line of a church, library, public park, licensed residential substance abuse diagnostic and treatment facility, or other licensed drug or alcohol rehabilitation facility. A "church" means a building that is erected or converted for use as a church, temple, synagogue or mosque, where services are regularly convened that is used primarily for religious worship and schooling and that a reasonable person would conclude is a church by reason of design, signs, or other architectural features.*

ZONING ADMINISTRATION CONSIDERATIONS

On April 1, 2019, Rashad J. Stocker, requested a Zoning Administrator Determination (ZAD) that locating the medical marijuana dispensary at the subject location violates Tucson Ordinances 10850, 11199, 11346, and 11612. On May 16, 2019, the Zoning Administrator determined the Drikung Dzogchen Center of Arizona, does not meet the definition of religious use, and that the COPE Community Services facility does not constitute a residential abuse and treatment facility or other licensed drug or alcohol facility. The determination is being appealed.

Unified Development Code (UDC) § 4.9.9.E provides the use-specific standards relating to medical marijuana dispensaries. The language specifically defines what constitutes a church and the type of residential treatment facility applicable to the medical marijuana dispensary setback requirement. The primary issue of this appeal is the setback to a church and a licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol rehabilitation facility that the medical marijuana dispensary must adhere to.

This staff report seeks to clarify the ZAD as follows: 1) the Drikung Dzogchen Center does not meet the definition of a church as described in the UDC; and 2) the COPE facility, in question, provides short term general mental health residential services for severely mentally ill individuals who may or may not have substance abuse issues. However, the facility does not operate as a licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol facility as set forth in the UDC.

DISCUSSION

1: Church

UDC § 4.9.9.E states that a medical marijuana dispensary cannot be located within 1,000 feet of a church. The appellant argues that the Drikung Dzogchen Center is a building that has been converted for use as a church and used primarily for religious worship and schooling with regular religious services and that any reasonable person would conclude the building is a church because of the unique religious design and indicia on its outer wall.

As it relates to a medical marijuana dispensary, UDC § 4.9.9.E specifically defines the criteria that identifies a building as a church as "*[1]* A church means a building that is erected or converted for use as a church, temple, synagogue or mosque, *[2]* where services are regularly convened that is used primarily for religious worship and schooling and *[3]* that a reasonable person would conclude is a church by

reason of design, signs, or other architectural features." It is important to note that in order for the separation requirement to be applied between the church and dispensary, the church must meet all of the criteria in this section.

The Zoning Administrator's Determination (ZAD) argues the following as reasons why the Drikung Dzogchen Center does not constitute a church:

> Conversion: The property addressed as 1038 East Lester Street is within the interior of a residential neighborhood and was developed with a single- family residence in 1961. It has continuously been classified and taxed as a primary residential dwelling. Per Unified Development Code (UDC) § 1.4.1, a change of use from a residence to a church requires approval. To date, no plans have been submitted, reviewed or approved for conversion from a residence to a church. A Certificate of Occupancy has not been issued to occupy the structure for an assembly (religious) use.
> Primary regular use: There are websites associated with the Drikung Dzogchen Center. Based on the information on these websites, the center is a meditation center that provides opportunity for teachings and practice of the Drikung Dzogchen tradition of Tibetan Buddhism. In addition, the property is advertised as a 2 bedroom 1 bath house for rent through AirBnB. The AirBnB site indicates there is a shrine room within the house. Based on the information on the websites, it is not clear that the primary use of the property is a church.
> Appearance: The appellant has not indicated any specific religious architectural features of the building. The building is designed as a single-family residence and is consistent in style and appearance with other residences in the vicinity. The front yard is enclosed by a 4' high wall with access via a metal gate. Mature shade trees and other vegetation are visible above the wall as are a patio table with an umbrella and a hammock. There are decorative tiles embedded in the front wall on each side of the gate, and the gate contains a drawing with Tibetan calligraphy. The appellant asserts the building is a church by the unique religious design and indicia on the wall and that a reasonable person would conclude from this art that the building is a church. The drawing and lettering might appear to some to be religious art, but it is not signage that a reasonable person would view and conclude that the use of the property is for a church.

The appellant points to inconsistencies in PDSD response letters to proposed medical marijuana dispensary locations regarding the requirement that a building possess a Certificate of Occupancy for a specific use. UDC § 1.4.1 states that *"Land shall not be divided into two or more parcels, except as allowed in accordance with Section 8.2, Land Division and Subdivision Standards, or be used or occupied, no site modification or construction started, and no existing use*

or structure expanded, reconstructed, changed, or otherwise altered until compliance with the provisions of the UDC have been certified." Based on this, a change of use from a residence to a church requires the development to be brought into compliance with the provisions of the UDC. Additionally, a Certificate of Occupancy is of significant importance because it certifies that building is in compliance with provisions of the UDC and building code requirements.

The letters the appellant refers to as Exhibits A, D, and E are Medical Marijuana Review letters prepared by staff involved in the application review process. The purpose of these letters is to confirm application completeness and verify location requirements. It is common practice as part of the review to verify the last Certificate of Occupancy for a building. The decision that a building is a church, means that staff has reviewed the application for conformance with all of the criteria as identified in UDC § 4.9.9.E. Staff is aware that an error was made in one of the letters that resulted in the denial of the dispensary based on being located within 1000 feet a church. In this case, a Certificate of Occupancy was issued for the building as an "office" use which does not meet the criteria of a church as defined under this section.

The ZA letter dated June 30, 2017 (Appellant's Exhibit F) is a response to a request for a determination that a dispensary is in violation of the setback requirement to a church. The ZA reviewed the qualifiers for a church and found that not all of the criteria of the church definition were met. More importantly, it was verified that the primary use of the building was "office". The Certificate of Occupancy is brought up again because it identifies the use of a building.

The appellant further argues that the determination made that the Drikung Dzogchen Center is not a church, made no findings on how the center did not meet the definition. On page 2, paragraphs 3 and 4, of the ZAD, the ZA discusses the definition and how the building does not meet the first requirement "*[1]* A church means a building that is erected or converted for use as a church, temple, synagogue or mosque." In order to be recognized as a church, the building must comply with all of the criteria of the definition. The ZA also states that a church and religious use in this instance are the same. The point was to make it clear that the term "church" as it's used in the definition is inclusive of all religious buildings, i.e. temple, synagogue, or mosque.

2: Licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol rehabilitation facility

The ordinance states that a medical marijuana dispensary cannot be located within 2,000 feet of a "licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol rehabilitation facility". This text

was derived from the Pima County Ordinance relating to medical marijuana dispensaries as noted in the October 26, 2010 Tucson Planning Commission's recommendation. The Pima County Code of Ordinances defines residential substance abuse diagnostic and treatment facility as "*A facility designed to diagnose and treat persons suffering from the abuse of chemical substances and alcohol subject to the licensure procedures of the Arizona Department of Health Services.*"

At issue is whether the subject COPE facility is a licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol rehabilitation facility that triggers the need for this dispensary to be setback 2,000 feet.

The appellant asserts that the COPE facility located at 535 East Drachman, offers behavioral health services, including providing "services for persons who are at risk of having psychiatric disorders, harmful involvement with alcohol or other drugs, or other addictions or who have behavioral health needs" and argues that this triggers the setback requirement. However, as described in a letter dated November 6, 2006 from the facility's director (ZAD Exhibit 1), the purpose of the subject COPE facility is to provide short term general mental health residential services for severely mentally ill individuals.

Staff researched the services provided by COPE Community Services and learned they offer Behavioral Health Services, Medical Services, Therapy Services, Youth Services and Community Health Services. These services are provided in either residential facilities or outpatient clinics.

COPE Community Services Behavioral Health Services: Residential Services webpage states "COPE provides residential services to adults with serious mental illness and those who have other behavioral and/or substance abuse issues. Services are provided in community facilities that provide individualized care and may include the following:

Supervision 24 hours a day, 7 days a week
Counseling for behavioral health issues
Medication supervision (providing storage, reminders, and observation of clients taking medications
Instructions in daily living skills (hygiene, budgeting, cooking, shopping, resources, etc.
Social and recreational activities
Establishing positive daily routines
Transportation to appointments for medical, financial and legal needs."

COPE's Therapy Services are offered at outpatient clinics during regular business hours with some clinics offering extended hours. The Therapy Service webpage states "COPE's Substance Abuse Treatment Program is designed to meet the needs of individuals and families that have been affected by substance abuse. COPE's therapists meet with clients to assess the level of care that is most appropriate and to identify specific issues that need to be addressed while in treatment. Additional assessments may be conducted throughout the recovery process in order to ensure clients are making progress. Co-occurring disorders will also be addressed as a component of treatment. COPE offers several levels of substance abuse treatment designed to meet the specific needs of each client including:

Intensive outpatient services
Substance abuse recovery
Relapse prevention
Seeking Safety
SMART Recovery"

During the dispensary application review process staff visited the subject COPE facility and spoke with facility staff and were informed that the facility is a residential facility and does not provide substance abuse services. The additional information derived from COPE's website confirms that though a residential facility may offer behavioral health counseling, substance abuse diagnosis and treatment and recovery services are provided in outpatient facilities not in residential facilities.

The appellant asserts that there is no licensure procedure or licensure type that specifically distinguishes a residential care facility as a primarily substance abuse treatment facility. The UDC governs the use of the land within the limits of the city and UDC § 4.9.9.E clearly states what type of facilities apply to the separation requirement. As stated in the ZAD, the City intended to only include facilities with the purpose to diagnose and treat substance abuse and drug and alcohol issues, rather than include all facilities contained within the Physical and Behavioral Health Service land use class.

Legal Analysis

Pursuant to A.R.S. § 9-462.06 and UDC § 3.10.2(A)(1), the City of Tucson has authorized the Board of Adjustment to hear appeals of the Zoning Administrator's interpretation of the UDC. The Board may hold a study session and shall hold a public hearing where the appellant and all parties in interest may present in support and/or in protest of the determination. During the public hearing, the Board may hear all relevant facts, circumstances and conditions affecting the appeal, and may call for questions from members of staff. Upon closing of the public hearing, the

Board may reverse, affirm or modify the decision being appealed and may impose conditions necessary and appropriate to implement the UDC (UDC § 3.10.2.D). The Board may also take the matter under advisement for later consideration, or may defer action if additional evidence is needed or further study is required.

Appellant requested that the Zoning Administrator determine that UDC section 4.9.9 prohibits the planned medical marijuana facility because its location is within the minimum setbacks of 1,000 feet from a church and 2,000 feet from a licensed residential substance abuse diagnostic and treatment facility or other licensed residential drug or alcohol rehabilitation facility.

A church is defined by UDC section 4.9.9.E.1.k as "a building that is erected or converted for use as a church, temple, synagogue or mosque, where services are regularly convened that is used primarily for religious worship and schooling and that a reasonable person would conclude is a church by reason of design, signs, or other architectural features." Therefore, in order to be considered a church for the purposes of this section, a building must: 1) be erected for or converted to a church, temple, synagogue or mosque use; 2) have regular services consisting of religious worship or schooling, and 3) have a design, signs or other architectural features that would lead a reasonable person to conclude it is a church. As written, the UDC requires all three elements to be present. As noted above, there are no indications of a religious use other than a religious symbol on the gate, no indication that its primary use is religious worship or schooling and no indication that the building has been converted to such a use. Appellant incorrectly and without evidence argues that the church use is reasonably apparent to one of Buddhist practice, and then argues that non-Buddhists would conclude the building is a church based on Google Maps. The first argument is akin to concluding a single family home is a Catholic church because the front gate has a cross on it or that the same home is a Jewish temple because of a mezuzah on the doorpost. Neither are reasonable conclusions. The second argument introduces an element that is not present in the UDC definition, reference to a website. Thus, a reasonable person would not conclude, by reason of the *building's* design, signs or architectural features that 1038 East Lester Street is a church and the setbacks of UDC section 4.9.9.E.1.k do not apply as to a church.

Licensed residential substance abuse diagnostic and treatment facility and licensed residential drug or alcohol rehabilitation facility are not defined in the UDC. As noted above, the language was taken from the Pima County medical marijuana dispensary regulation and is defined as "[a] facility designed to diagnose and treat persons suffering from the abuse of chemical substances and alcohol subject to the licensure procedures of the Arizona Department of Health Services." The COPE facility in question is licensed as a Behavioral Health Facility by the Arizona Department of Health Services. Additionally, the facility is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) as a Behavioral Health Residential Facility. While substance abuse may be a component of this licensure and accreditation, whether a facility is designed to diagnose and treat persons suffering from substance abuse is a factual determination, as a licensed residential substance abuse diagnostic and treatment facility must be both licensed and operating as such a facility. Based on the averments of COPE themselves,

their advertising, and their website, the facility at 535 East Drachman is not designed to diagnose and treat persons suffering from substance abuse, nor is it operating as such, but it is providing short term treatment for seriously mentally ill individuals. Therefore, the UDC section 4.9.9.E.1.k setbacks as to a licensed residential substance abuse diagnostic and treatment facility do not apply.

Conclusion

Given that COPE therapy services that diagnose and treat persons suffering from the abuse of chemical substances or provide recovery services as a drug and alcohol rehabilitation facility are provided in their outpatient clinics; and given that the subject COPE facility provides residential services to those with serious mental illness and that these services focus on activities of daily living, the subject COPE facility does not trigger a setback requirement for the dispensary.

PLANNING & DEVELOPMENT SERVICES RECOMMENDATION

Staff recommends upholding the Zoning Administrator's Determination

Russlyn Wells, Zoning Administrator

RW:s/zoning administration/ba/1913.doc

Attachment: Exhibit 1 Zoning Administrator's Determination

EXHIBIT B

CITY OF TUCSON

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

December 6, 2021

Applicant
Moe Asnani
Downtown Dispensary (Forever 46 LLC)
221 E 6th St
Tucson, AZ 85705

Marijuana Use Authorization Request - Denied
Facility Type: Dispensary
Site Address: 221 E 6th St
Parcel ID: 117-04-2710
Zoning: C-3
Activity #: T21SA00415

Planning and Development Services Department (PDSD) has reviewed the materials provided with the application for a proposed Marijuana Dispensary expansion at 221 E 6th St. Staff has researched the subject location to determine compliance with Unified Development Code (UDC) Sec. 4.9.9.E and found that this site is not in compliance with UDC Sec. 4.9.9.E.1.j. as excerpted below:

j. The expansion of an existing marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the marijuana dispensary to the closest property line of a school.

Santa Theresa Tile Works, a nonprofit which is a legal subsidiary of Imago Dei School, operates at 440 N 6th Av. The school uses this location as their art campus and all art classes are held there. This site is less than 500 ft from the subject location. As such, the proposed expansion does not meet the standards of the Unified Development Code.

Please feel free to contact me at elisa.hamblin@tucsonaz.gov if you have additional questions or concerns.

Sincerely,

Elisa Hamblin

Digitally signed by Elisa Hamblin
DN: C=US, E=elisa.hamblin@tucsonaz.gov, O=City of Tucson, OU=PDSD, CN=Elisa Hamblin
Reason: I am the author of this document
Date: 2021.12.06 18:07:54-07'00'

Elisa Hamblin, AICP
Site Review Section Manager
Planning and Development Services

C: Piroschka Glinsky, City Attorney's Office

EXHIBIT C

City of Tucson
Development Services Center

Certificate of Occupancy

This certificate is issued pursuant to the requirements of Section 309 of the Uniform Administrative Code certifying that at the time of issuance the following structure was in compliance with the various ordinances regulating building construction or use.

Business Name: SANTA TERESA TILE

Activity Number: T98OT00305

Business Address: 218 E 6TH ST TUC

Business Use: C OF O INSPECTION:ART STUDIO

Building Square Footage: 4,700

Building Owner Information:FIRESTONE BUILDING LLC
299 S PARK AVE
TUCSON AZ

Maximum Occupant Load:
Occupancy Group: B
Construction Type: VN

857190000 Use Zone: C-3

Building Official

Date: 11/30/98

This Certificate Must Be Posted Permanently In A Conspicuous Place

JESSE R. CALLAHAN
ATTORNEY AT LAW

O. 602.252.1900

EMAIL
jcallahan@maypotenza.com

May Potenza Baran & Gillespie

CENTRAL ARTS PLAZA
1850 NORTH CENTRAL AVE., 16TH FLOOR
PHOENIX, AZ 85004

April 15, 2022

VIA PDSD FILE UPLOAD

City of Tucson Board of Adjustment
c/o Planning & Development Services Department
P. O. Box 27210
Tucson, Arizona 85726-7210

Re: Appeal of Zoning Determination #T22SA00041

Dear City of Tucson Board of Adjustment Members:

Forever 46, LLC d/b/a the Downtown Dispensary ("Forever 46") appeals the zoning determination dated March 18, 2022 and designated Activity # T22SA00041 (the "Zoning Determination").

This Appeal is supported by the arguments made herein, all materials submitted to the Board of Adjustment ("BOA") with the Appeal, all materials submitted to the BOA prior to the BOA meeting, and all materials, arguments, and testimony presented at the BOA meeting.

RELEVANT FACTUAL BACKGROUND

The Marijuana Use Property

1. Forever 46 is an Arizona limited liability company doing business in Pima County, Arizona.

2. Forever 46 has been legally authorized to operate a marijuana business at 221 East 6th Street, Tucson, AZ 85705 (the "Marijuana Use Property") since January 17, 2013.

3. In January 2013, the City of Tucson Planning & Development Services Department ("PDSD") determined that the Marijuana Use Property was in compliance with Ordinance No. 10850 and Section 4.9.9.E of the Uniform Development Code ("UDC").

4. On June 5, 2013, The Marijuana Use Property was issued a certificate of occupancy to operate as a marijuana business since, and it continues to so operate to this day. *See* **Exhibit 1**.

The Tile Works Property

5. Santa Theresa Tile Works, Inc. ("Tile Works") is an Arizona corporation doing business in Pima County, Arizona, and currently operating at 440 N. 6th Avenue, Tucson, Arizona 85705 (the "Tile Works Property").

6. Tile Works was founded in 1996 by artist Susan Gamble, and has operated its business at the Tile Works Property since 1998.

7. Tile Works has held a Certificate of Occupancy as a "Studio" since 1998. *See* **Exhibit 2**. The Pima County Assessor lists the Tile Works Property as a retail strip center, Use Code 1130.

8. The dispensary at the Marijuana Use Property and the art studio at the Tile Works Property have operated within 500 feet of each other since 2013.

9. Tile Works is located in the same plaza as The Royal Room, a bar serving wine and spirits, and across the street from Crooked Tooth Brewing Co, a brewery.

10. Tile Works has permitted and in fact endorsed the consumption of alcohol in various public workshops and "tile making parties." *See* **Exhibit 3**.

11. In Tile Works' own words, Susan Gamble "gave the business" to Imago Dei Middle School in 2016. *See* **Exhibit 4**. Imago Dei Middle School has always operated as a separate entity and has never operated its school at the Tile Works Property.

12. Since that time, Tile Works' business revenue benefits the Imago Dei Middle School.

13. The City of Tucson subsequently issued a Certificate of Occupancy for "TI; Addition Med Marijuana Dispensary" at the Marijuana Use Property on February 1, 2017, permitting the facility's expansion from 2,392 square feet to 3,422 square feet. *See* **Exhibit 5**.

14. On January 18, 2019, articles of incorporation were filed for Santa Theresa Tileworks (Imago Dei Middle School) as a Domestic Nonprofit Corporation, using 55 North 6th Avenue, Tucson, Arizona 85701, as its known place of business.

15. The for-profit corporation remained active until August 12, 2021, when it was administratively dissolved for failure to file annual reports. The for-profit corporation continued to utilize the Tile Works Property as its business address.

16. Tile Works continues to hold the same commercial certificate of occupancy to operate as an art studio that was issued in 1998.

17. Tile Works continues to operate as an art studio, selling ceramic tiles, performing commissioned commercial, residential and public works, and offering workshops to the public for a fee. *See* **Exhibit 6**.

18. Tile Works is open to the public Wednesday through Friday: 10am-5pm, and Saturday: 10-4pm. Tile Works is closed on Sunday, Monday, and Tuesday. *See* **Exhibit 7**.

19. Tile Works continues to hold itself out on its Facebook business page as an "Arts & Crafts Store" under the tags "Arts & Crafts Store," "Art Gallery," and "Home Decor" and lists its price range "$$$" under its business details, and a business email of customerservice@santatheresatileworks.com. *See* **Exhibit 8**.

20. Tile Works continues to display and sell its goods at the facility. *See* **Exhibit 9**.

21. Tile Works also maintains an Etsy store to sell its goods online. *See* **Exhibit 10**.

22. Tile Works continues to offer tile making workshops to the public for a fee. Notably, most attendees are adults. *See* **Exhibit 11**.

Forever 46's Permitted Expansion is Denied a Zoning Compliance Letter

23. Michael J. Crawford ("Crawford") is the CEO of Prime Leaf, which operates a dispensary at 1525 N. Park Avenue, Tucson, Arizona 85719. Prime Leaf's dispensary is the closest known dispensary to Forever 46. *See* **Exhibit 12**.

24. Prime Leaf is a competitor of Forever 46. Prime Leaf's OGeez! wholesale brand is a direct competitor of Forever 46's Wyld wholesale brand and has lost a substantial market share to Wyld.

25. Crawford has previously attempted to solicit Forever 46's patients by handing out coupons and/or flyers for Prime Leaf directly outside of the Marijuana Use Property.

26. Crawford and Imago Dei Middle School's "Head of School" Cameron Taylor ("Taylor") have had a professional relationship with one another through service on an unrelated board.

27. Apparently, on April 7, 2021, Crawford sent the following e-mail to Zoning Administrator Elisa Hamblin:

> Elisa,
>
> I just want to put the city on notice, that it is my understanding the Downtown Dispensary is planning on trying to expand their current location. However, there is a private middle school that teaches classes within 100 feet of their current and proposed expansion location.

> Imago Dei Middle School owns and operates Santa Theresa Tile Works, located at 440 N. 6th Street, Tucson AZ 85705. In addition to operating the business, Imago Dei has been teaching classes to middle schoolers at that location for years and is still doing so. Cameron Taylor, the Head of School for Imago Dei, can confirm this.
>
> Based on this, any attempt by the Downtown Dispensary to expand their current location should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they can not legally expand at their current location.
>
> Anyway, wanted to give you a heads up in case the Downtown Dispensary applies for an expansion of its premises and fails to apprize [sic] you of the Imago Dei's School being withing [sic] 500ft of their location.
>
> ***Karma is alive and well.***
>
> **Michael J. Crawford**
> Attorney

See **Exhibit 13** (emphasis added).

28. On June 14, 2021, Crawford followed up with Zoning Administrator Hamblin: "Hi Elisa, Just wondering if they [sic] Downtown Dispensary has requested an expansion yet?" *Id.*

29. On or about July 12, 2021, Forever 46 applied for a building permit to expand its facilities at the Marijuana Use Property to accommodate its growing wholesale brand Wyld.

30. PDSD issued various permits to allow this expansion at the Property. Forever 46 acted upon their issuance in good faith, and spent approximately $300,000 on the expansion in reliance on these permits.

31. All the while, Crawford continued to reach out to Zoning Administrator Hamblin personally as PDSD issued construction permits to Forever 46 to proceed with constructing the expansion:

> "Elisa,
>
> I see that 221 E 6th Street has pulled construction permits (#T21CM05739 and T21CM05662 - Parcel: 117042710) on July 12th and 14th."

Id.

32. During Forever 46's expansion of the Marijuana Use Property, Crawford purchased the Tile Works Property through Franti IV Holdings, L.L.C., a holding company whose sole member is the Michael J Crawford Revocable Trust. *See* **Exhibit 14**.

33. In or around October 2021, PDSD informed Forever 46 that it would need to submit for a Letter of Zoning Compliance. On October 12, 2021 Forever 46 requested this Letter of Zoning Compliance to begin operations in the expanded facilities at the Marijuana Use Property. *See* **Exhibit 15**.

34. On October 21, 2021, Crawford again reached out to Zoning Administrator Hamblin about denying Forever 46 a Letter of Zoning Compliance:

> Hi Elisa,
>
> I see the Downtown Dispensary has finally (10/12/21) filed a Marijuana Use Application – Zoning Compliance Review ("Application"). In their Application, they fail to identify the Imago Dei Middle School's North Campus located at 440 N 6th Ave and 222B E 6th St., which is 100ft from their proposed expansion location. Imago Dei Middle School operates and teaches classes 100ft from the Downtown Dispensary. They have been doing so for years and continue to do so. (See attached Lease.) Cameron Taylor, the Head of School for Imago Dei, can confirm this.
>
> As you know the law requires : **"The expansion of an existing medical marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the medical marijuana dispensary to the closest property line of a school."** City of Tucson - UDC 4.9.9 (E)(1)(j).
>
> Based on this, the Downtown Dispensary is prohibited from expand their current location and their Application should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and the City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as, Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they cannot legally expand at their current location.
>
> I would appreciate being updated about the status of this Application.
>
> ***Again, Karma is alive and well.***
>
> Thank you.
>
> **Michael J. Crawford**
> Attorney

See Ex. 13 (emphasis added).

35. On or about December 3, 2021, Crawford recorded a warranty deed for the Tile Works Property with the Pima County Recorder's Office. *See* **Exhibit 16**.

36. On December 6, 2021, despite sanctioning the expansion through the issuance of the permit and the various approvals of the construction, PDSD issued the Denial, thereby denying Forever 46's request for a zoning compliance letter:

> Staff has researched the subject location to determine compliance with Unified Development Code (UDC) Sec. 4.9.9.E and found that this site is not in compliance with UDC Sec. 4.9.9.E.1.j. as excerpted below:
>
> j. ***The expansion of an existing marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school***, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the marijuana dispensary to the closest property line of a school.
>
> Santa Theresa Tile Works, a nonprofit which is a legal subsidiary of Imago Dei School, operates at 440 N 6th Av. ***The school uses this location as their art campus and all art classes are held there***. This site is less than 500 ft from the subject location. As such, the proposed expansion does not meet the standards of the Unified Development Code.

See **Exhibit 17** (emphasis added).

37. Contrary to PDSD's representations, the Imago Dei Middle School does not conduct "all art classes" at Tile Works. Even Taylor's subsequent correspondence with Zoning Administrator Hamblin confirmed the inaccuracies underlying the Denial. Indeed, Imago Dei Middle School teaches its general arts curriculum and conducts art classes at Imago Dei Middle School, in addition to field trips downtown generally and to other businesses including Sonoran Glass School, the Tucson Museum of Art, and The Screening Room. *See* **Exhibit 18**.

<u>PDSD's Zoning Determination</u>

38. On February 2, 2022, Forever 46 requested a zoning determination to confirm that Tile Works is not a "K-12 public, private, or charter school" and therefore is not subject to a distance setback based on UDC Section 4.9.9.E.1.j.

39. On March 18, 2022, PDSD issued its Zoning Determination, wherein it determined that Tile Works is a "K-12 public, private, or charter school" because "***educational land use activities (K-12 public, private or charter school) are performed on-site*** which subject the Property and its' proposed expansion to the zoning setbacks required by UDC 4.9.9.E.1.h (and UDC 4.9.9.E.1.j)."

40. PDSD contends:

> ***The School considers Santa Theresa Tile Works its "arts campus"*** and is mentioned as part of its curriculum. ***Students attend art classes at Santa Theresa Tile Works several days a week on a weekly basis***. Courses are taught by both Santa Theresa Tile Works employees and Imago Dei Middle School staff.

41. According to Zoning Administrator Hamblin, she received all information about the use of Tile Works directly from Taylor and denied speaking with anyone else. However, as the e-mails between Zoning Administrator Hamblin and Crawford demonstrate, Crawford introduced Zoning Administrator Hamblin to Taylor, and she was aware of Crawford's motivations through his repeated statements, "***Karma is alive and well***." in his communications on the issue. Zoning Administrator Hamblin had no written communications with Taylor until December 28, 2021, after she had already issued the Denial. These communications indicate that she first spoke with Taylor after the Denial had already issued. The late communications between Taylor and Zoning Administrator Hamblin on March 16, 2022, also indicate that Hamblin relied solely on Crawford's assertions when she issued the December 6, 2021 Denial, and Zoning Administrator Hamblin only contacted Taylor for additional information to present Crawford's arguments in the Zoning Determination This timeline demonstrates that Zoning Administrator Hamblin relied solely on Crawford to issue the Denial letter at his behest, and only contacted Taylor for additional information to defend her position. Zoning Administrator Hamblin was acting as advocate and mouthpiece for Crawford, and not a fair and impartial public servant. *See* Ex. 13 (emphasis added)..

42. Although there is no publicly available information of whether or when Tile Works provides any workshops to K-12 students, it is clear that the majority of Tile Works operations involve public workshops open to adults, commissioned work, and galleries. According to the Imago Dei Middle School website, less than 1.5 hours of its 9.5 hour school day is devoted generally to "Enrichment" where students engage in various activities both on and off campus, ranging "from sports and arts and crafts to dance, sewing, gardening, field trips, and much more." Considering the range of activities offered during this Enrichment period, it is false to say that students travel to Tile Works "several days a week" as PDSD contends without any support. Moreover, a one-hour field trip (whether sporadic or routine) would not make the location a "K-12 public, private, or charter school." *See* **Exhibit 19**.

43. Tile Works is one of "dozens of businesses, clubs and other organization" that "provide services and [sic] enrichment" as a community partner with Imago Dei Middle School. *See* **Exhibit 20**.

44. In fact, although according to BizTucson, the entire "Downtown Tucson, where Imago Dei is located, has become an extended campus for young scholars[,]" no one would argue a marijuana facility cannot be located within 500 feet of Downtown Tucson. Nor does PDSD contend that the "Sonoran Glass School, Playformance, Arizona Theatre, Company, UCA Tucson Capoeira, [or] the Tucson Museum of Art" are "***K-12 public, private or charter school[s]***" because they happen to "provide enrichment classes" to K-12 students (i.e. "educational land use activities … are performed on-site"). *See* **Exhibit 21**.

LEGAL STANDARD

PDSD relies on UDC Section 4.9.9.E.1.j., which provides:

> The expansion of an existing marijuana dispensary shall be setback a minimum of 500 feet from a ***K-12 public, private, or charter school,*** measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the marijuana dispensary to the closest property line of a school.

In the Zoning Determination, the Zoning Administrator purported to rely on A.R.S. § 15-101(21), which defines "private school" as a "private institution where instruction is imparted."

The Arizona Court of Appeals interprets the statutory definition of "private school" and it requires an analysis to determine whether the "***primary function***" of the facility is to educate children. *Visionquest Nat., Ltd. v. Pima County Bd. of Adjustment Dist. No. 1,* 146 Ariz. 103, 106, 703 P.2d 1252, 1255 (App. 1985) (emphasis added) (former A.R.S. § 15-101(13)).

Past practice has been for PDSD to rely on the certificate of occupancy to determine the primary use of a property.

No deference is afforded to an agency where its position clearly appears wrong. *U.S. Parking Systems v. City of Phoenix*, 160 Ariz. 210, 212, 772 P.2d 33, 35 (App. 1989).

LEGAL ARGUMENT

A. Although PDSD acknowledges Tile Works is not a school, PDSD mischaracterizes UDC Sections 4.9.9.E.1.h and 4.9.9.E.1.j as imposing a setback requirement from any property whereon a school may conduct "educational land use activities."

In its Zoning Determination, PDSD acknowledges that Tile Works is not a "K-12 public private or charter school." This acknowledgement confirms that UDC 4.9.9.E.1.j. does not impose a distance setback from Tile Works.

PDSD misstates the language of UDC 4.9.9.E.1.j. and seeks to impose a distance set back from any property upon which "educational land use activities (K-12 public, private or charter school) are performed on-site."

This attempted rewrite is plainly wrong. The UDC requires the facility be a "K-12 public, private or charter school" for any distance setback to apply. The UDC does not vaguely impose a distance setback from any location where learning may take place (and PDSD has not defined what those proposed standards would be). Such a rewrite of the UDC would invite arbitrary and discriminatory enforcement of the law.

Because Tile Works is not a "K-12 public, private, or charter school," UDC Section 4.9.9E.1.j. does not apply.

B. Tile Works' facility is not a school within the meaning of A.R.S. § 15-101(21).

Despite acknowledging that Tile Works is not a school (instead attempting to impose a setback requirement on any site where "educational land use activities" are performed), PDSD attempts to set aside Tile Works as Imago Dei's designated "art campus."

PDSD's interpretation is not entitled to any deference because it controverts the Arizona Court of Appeals' statutory interpretation that a facility is "private school" only if its ***primary function*** is to educate children. *Visionquest Nat., Ltd. v. Pima County Bd. of Adjustment Dist. No. 1,* 146 Ariz. 103, 703 P.2d 1252 (App. 1985).

PDSD does not contend that Tile Works' primary function is to educate children, nor could it. As evidenced in Forever 46's Request, Tile Works continues to operate its "business" in substantially the same manner it has operated at the Tile Works Property since 1998. While no one disputes Tile Works' partnership with the school, Tile Works unequivocally remains a business.

1. Tile Works' primary function is to generate revenue.

The following facts and circumstances indicate that Tile Works' primary function remains a business:

- **<u>Hours of Operation</u>**:

Tile Works continues to operate as a business with the following hours of operation: Wednesday through Friday: 10am-5pm, and Saturday: 10-4pm. Tile Works is closed on Sunday, Monday, and Tuesday.

Tile Works' hours of operation are inconsistent with the operation of a "K-12 public, private, or charter school." Further, those operating hours are dedicated to public workshops and gallery sales.

- **Gallery Sales**:

Tile Works' artists use the facility's workshop to craft ceramics for sale both at the facility and online and to display in Tile Works' showroom.

- **Public Workshops**:

Tile Works regularly conducts mosaic workshops to the public for a fee, from which it appears to generate substantial revenues.

- **Commissioned Works**:

Tile Works' facility is also used to create commissioned residential, commercial, and public installations for a fee.

- **Public Image:**

Tile Works holds itself out as a business, not a "K-12 public, private, or charter school." Its website and social media pages confirm that it is a business.

Tile Works' "About" page on its Facebook business page is instructive. Tile Works represents itself as a "Tile studio and showroom specializing in handmade mosaic tile, tile art designs and murals" and lists business hours, a price range of "$$$" for its goods and services, and an email address "*customerservice@santatheresatileworks.com*." Its Facebook page is tagged "Arts & Crafts Store," "Art Gallery," and "Home decor."

2. The evidence clearly controverts any finding that Tile Works functions as a "K-12 public, private or middle school."

Zoning Administrator Hamblin relied solely on inaccurate information furnished by Crawford in issuing the Denial and subsequent Zoning Determination. *See* ¶¶ 40-42. As the record shows, Tile Works is not the location where "all art classes are held." Indeed, Imago Dei's own website depicts a child engaging in glass blowing at the Sonoran Glass School beside the description of Enrichment period. *See* ¶ 42. Additionally, Taylor's own communication on March 16, 2022, conclusively refutes Zoning Administrator Hamblin's assertion in the December 6, 2021 Denial that "all art classes" are held at Tile Works, because Taylor himself states that the" general arts curriculum" is taught at their actual campus at 55 North 6th Avenue and not the Tile Works Property.

Imago Dei's website confirms that students attend a 10-hour school at the school's campus located at 55 North 6th Avenue, Tucson Arizona 85701. Aside from a one-hour-and-twenty-five-minute Enrichment period, all academic classes, breakfast, lunch, chapel, and study hall take place at 55 North 6th Avenue, not the Tile Works Property.

The Enrichment period may take place on or off campus depending upon the activity, which ranges from "**sports and arts and crafts to dance, gardening, field trips, and much more**." Several of these activities, including art instruction such as quilting, collage making, and painting, are held on campus as depicted in **Exhibit 17**. Off campus, students take part in capoeira, dance, theater, gardening, hiking, museum visits and more, as depicted in **Exhibit 19**.

Even assuming K-12 students were transported off-campus and to Tile Works for "enrichment activities" during the allotted Enrichment period of 1:35 p.m. - 3:00 p.m. every Wednesday, Thursday, and Friday (Tile Works is closed Mondays and Tuesdays), K-12 students would spend no more than one-tenth of their school week at the Tile Works Property. And as set forth above, all evidence confirms Tile Works is one of many offsite locations where the Enrichment period takes place. Thus, the actual amount of time spent at the Tile Works Property is undisclosed but would not be more than a few hours per month at the absolute most. Defining a property as a "school" for setback purposes just because students may travel there for brief activities would turn zoning law on its head. Suddenly, any place students go to learn how to bake a pizza, dance, or learn how to fix a car could subject business owners to surprising and not publicly available setback violations. The local Tucson business community would surely take concerted action against any such unreasonable interpretation.

But as the range of Enrichment activities offered in that brief portion of the school day demonstrates, Tile Works is just one of many field trips offered to students. Whatever number of Enrichment periods are held at the Tile Works Property, those records have not been provided by the City, it would be insufficient to make Tile Works' ***primary*** function a "K-12 public, private or charter school" because the children spend most of their time at Imago Dei's campus and all of the required academic curriculum is provided at the campus, not the Tile Works Property.

C. PDSD's Zoning Determination is arbitrary, capricious, and an abuse of discretion.

The Zoning Determination is legally incorrect because of the overwhelming evidence that Tile Works' primary function is not to educate children, but instead to generate revenue through workshops, commissioned work, and online and in-store sales of its goods.

Even if PDSD's "art campus" theory were relevant, however, it would be arbitrary, capricious, and an abuse of discretion. Tile Works is clearly not Imago Dei's "**art campus**," let alone a "**K-12 public, private, or charter school**" which UDC § 4.9.9.E.1.j. regulates.

A decision is arbitrary and capricious when it is made "without consideration and in disregard for facts and circumstances." *See Ethridge v. Ariz. State Bd. of Nursing,* 195 Ariz. 97, 100, 796 P.2d 899, 902 (App. 1989).

1. The Zoning Determination was made in disregard of the facts and circumstances surrounding Imago Dei's many field trip locations.

PDSD's only stated reason for treating Tile Works as a school was that Imago Dei considers Tile Works its "***art campus and all art classes are held there***." *See* ¶ 40. Although Zoning Administrator Hamblin apparently received this information from Crawford or manufactured her own assumptions, the information Taylor provided her prior to her issuance of the Zoning Determination proves this statement false, as does a cursory review of Imago Dei's website. *See* ¶ 42.

Tile Works is just that—a tile-making studio. To say that Tile Works is Imago Dei's "art campus" ignores the fact that Imago Dei also sends its students to The Screening Room for theatre, the Sonoran Glass School for glassblowing, the Tucson Museum of Art for art appreciation, and takes field trips throughout downtown to view murals and take photography. *See* ¶¶ 42-44.

Imago Dei's labelling of Tile Works as its "art campus" would not make Tile Works a "K-12 public, private, or charter school" anyway, but there is no credible evidence that Tile Works' primary function is to serve as Imago Dei's designated "art campus" where "all art classes are held." As the Zoning Determination relied on Crawford's misrepresentations, the Zoning Determination was in error and any affirmation by the BOA would be arbitrary and capricious.

2. The Zoning Determination was made in intentional disregard of PDSD's precedent.

Forever 46 identified repeated instances where PDSD held that any use is established by the certificate of occupancy for the "purposes of applying zoning regulations." *See* Activity # T19SA000217. This only makes sense for business owners and real estate investors looking to acquire real estate in Tucson. Otherwise, how could anyone know what setbacks apply until all phone calls are made to all businesses within 500 feet of a parcel to determine if any school sends students to that location for some unidentified time period at unknown intervals? But the Zoning Administrator reversed course in this case.

In the Zoning Determination, Zoning Administrator Hamblin does not deny that this was PDSD's past practice, nor does she explain why she chose to divert from PDSD's regular practice. She only asserts that "the prior case has no bearing upon this case." Zoning Administrator Hamblin erroneously relies on the process for designating certain decisions as precedent to avoid the longstanding practice of relying on a property's certificate of occupancy when applying zoning regulations. It is incredibly strange that when Prime Leaf and Mr.

Crawford sought to evade certain setback requirements, the Zoning Administrator ruled that a certificate of occupancy controlled the property use, yet when Mr. Crawford is seeking to enforce a setback requirement, the Zoning Administrator reversed PDSD practice by entirely ignoring the controlling certificate of occupancy without any justification. The Board should not condone this local favoritism, and doing so will only subject this jurisdiction to immense judicial scrutiny.

The law is clear, however, that PDSD's past practice of referring to the certificate of occupancy to determine the use is instructive. *See Maricopa County v. Rana*, 248 Ariz. 419, 422, 461 P.3d 439, 447 (App. 2020) (rejecting the County's zoning interpretation where there was no discussion of the County arrived at that position, how long it has held that position, or whether it has been reduced to a written policy); *U.S. Parking Systems*, 160 Ariz. at 212, 772 P.2d at 35 (lack of a long-standing interpretation by the agency relevant to deference given to an agency interpretation).

The Zoning Determination's failure to set forth Zoning Administrator Hamblin's reasons for rejecting PDSD's past practice or explain when she determined that PDSD would no longer rely on a property's certificate of occupancy to determine its use underscores the arbitrary nature of this sudden change of course.

3. The Zoning Determination has the appearance of impropriety due to Taylor and Crawford's intentional interference with the Denial and subsequent Zoning Determination.

The only recent change explaining PDSD's novel interpretation of a "K-12 public, private, or charter school" and departure from past practice is that Crawford contacted Zoning Administrator Hamblin seeking to influence her decision, and enlisted the help of Taylor to make Tile Works—the same location that has operated next to a bar and across the street from a brewery for years—a "K-12 public, private or charter school," all to hurt Prime Leaf's competitor Forever 46's business.

Although Zoning Administrator indicated that PDSD had researched the subject location and made representations about Tile Works being Imago Dei's "art campus" and that "all art classes are held there[,]" these statements are demonstrably false, as evidenced by Taylor's own March 16 e-mail as well as Imago Dei's own public website. Had Zoning Administrator Hamblin attempted to confirm the truth before issuing the Denial on December 6, 2021, Forever 46 would not have been forced to engage in the process of correcting these incorrect assumption in the Zoning Determination. Zoning Administrator Hamblin made zero attempts to confirm the truth, even declining to review any documentation. Instead, Zoning Administrator Hamblin relied entirely on Crawford representations, and declined to ever notify Forever 46 of her ongoing communications with Crawford and Taylor.

The BOA should correct the obvious error at this stage to avoid any further appearance of impropriety by doubling down on Zoning Administrator Hamblin's indefensible position.

D. PDSD is estopped from denying Forever 46 its Marijuana Use Authorization.

The "vested rights doctrine" and estoppel apply to the City's arbitrary Denial after permitting Forever 46's expansion.

The vested rights doctrine is based on the estoppel rationale. *Phoenix City Council v. Canyon Ford, Inc.*, 12 Ariz. App. 595, 599, 473 P.2d 797, 801 (1970). Under the vested rights doctrine:

> Due Process under the United States and Arizona Constitution requires that **when a building or special use permit is legitimately issued** and the permittee, in reliance on the permit, incurs considerable expenses, the right to continue construction becomes a vested property right **which a city cannot revoke without good cause or public necessity**.

Rivera v. City of Phoenix, 186 Ariz. 600, 602, 925 P.2d 741, 743 (App. 1996) (Emphasis added).

The City authorized Forever 46 to operate a marijuana use facility in January 2013. At that time, Tile Works operated at the same distance setback from Forever 46 and conducted the same business activities that it does today. The City permitted Forever 46's expansion and issued a Certificate of Occupancy for tenant improvements and an expansion to the marijuana use facility in 2017, after Susan Gamble purportedly "gave the business" to Imago Dei Middle School in 2016.

The City subsequently permitted Forever 46's expansion over the course of months beginning in July 2021, only to deny Forever 46 authorization to operate in the expansion by issuing the Denial on December 6, 2021.

The Board of Adjustment must address Forever 46's vested rights in the Marijuana Use Property and must make a determination "*as necessary*" to protect those vested rights. *See Goodman v. City of Tucson*, No. 2 CA-CV 2007-0057, 2007 WL 5613515, at *3, ¶ 8 (Dec. 17, 2007) (quoting *Neal v. City of Kingman*, 169 Ariz. 133, 136, 817 P.2d 937, 940 (1991)); A.R.S. § 9-462.06(G)(3).

Due Process under the United States and Arizona Constitutions requires that when a building or special use permit is legitimately issued and the permittee, in reliance on the permit, incurs considerable expenses, the right to continue construction becomes a vested property right which a city cannot revoke without good cause or public necessity." *Rivera v. City of Phoenix*, 186 Ariz. 600, 602, 925 P.2d 741, 743 (App. 1996).

The City is estopped from now reversing course on how PDSD has previously interpreted the UDC to deny Forever 46 a certificate of occupancy to operate in the properly constructed expansion.

CONCLUSION

The Zoning Determination contains obvious reversible error:

1. PDSD acknowledges that Tile Works is not a "K-12 public, private, or charter school" which is what the UDC plainly requires for a setback to apply, and erroneously uses language not found in UDC Section 4.9.9.E.1.j. regarding "educational land use activities."

2. Tile Works' primary function is to operate as a business and generate revenue.

3. PDSD's "art campus" argument is arbitrary, capricious, and an abuse of discretion because it disregards the evidence and precedent regarding how PDSD has always previously determined land use.

4. Forever 46's vested rights to operate its expanded facility must be acknowledged.

Based on the foregoing reasons, we respectfully request the Board of Adjustment reverse the Zoning Determination to prevent further harm to Forever 46 from obvious legal error.

Sincerely,

MAY POTENZA BARAN & GILLESPIE, PC

/s/ Jesse R. Callahan

Jesse R. Callahan
Kathleen A. Shaffer
Irania Fimbres-Ruiz

JRC/kas

cc:
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Mike Rankin, City Attorney's Office,
mike.rankin@tucsonaz.gov

EXHIBIT 1

Certificate of Occupancy

City of Tucson

Planning and Development Services

Permit Activity Number: T13CM02564

Structure Address: 221 E 6TH ST TUCSt: #105

Project Description: TI: MED MARIJUANA DISPENSARY

Square Footage: 2392

Construction Type: VB-AS

Fire Sprinkler System Provided: Y

Occupancy Group: B

Fire Sprinkler System Required: Y

Applicable Building Code: 2012 IBC

Buiding Owner Information: 221 E 6 ST LLC
ATTN: DAVID NICHOLS REALTY INC
2111 E CAMINO EL GANADO TUCSON AZ 857184107

Design Occupant Load: 24

Zoning Classification: C-3

Land Use Group: Retail

Ron Beaver

Building Official

06/05/2013
Issued Date

This certificate is issued pursuant to the requirements of the adopted Tucson Building Code certifying that at the time of issuance, the described project was inspected for compliance with the various ordinances regulating building construction and use.

EXHIBIT 2

~~450~~ N Sixth AV
440

(NF)

SANTA THERESA TILE WORKS

815 East Mabel Street ♦ Tucson, Arizona 85719
Telephone: 520-623-1856
Fax: 520-882-0868

Randy Schuler, P.E.
City of Tucson
Development Services Department
201 N. Stone Avenue
Tucson, Arizona 85726-7210

Dear Mr. Schuler,

We are a hand made ceramic tile company working in public and private art commissions.

We do not work in any flammable materials such as paint or with flammable solvents.

We do fire our tiles on the premises in electric kilns that are installed and vented per manufacturing instructions and follow all safety guidelines.

Thank you,

Ned Gray

Ned Gray
Santa Theresa Tile Works
Susan Gamble Owner

Address
s/b
440 N.
64
Sixth
Ave
8/24/00

City of Tucson
Development Services Center

Certificate of Occupancy

This certificate is issued pursuant to the requirements of Section 309 of the Uniform Administrative Code certifying that at the time of issuance the following structure was in compliance with the various ordinances regulating building construction or use.

Business Name: SANTA TERESA TILE

Activity Number: T98OT00306

Business Address: 440 N 6TH AV TUC

Business Use: C OF O INSPECTION:STUDIO

Building Square Footage: 2,000

Building Owner Information:FIRESTONE LLC

Maximum Occupant Load:
Occupancy Group: B
Construction Type: VN

Use Zone: C-3

Date: 11/30/98

Building Official

This Certificate Must Be Posted Permanently In A Conspicuous Place

14-29-90

City of Tucson

SIGN REGULATION RECEIPT

RECEIPT NO. SR 09534

~~2-75-48a~~

~~445 N. 6th Ave~~ TO# ~~2-09-40~~

Received of: Tucson Chap Wholesale

(Customer Sign Account No.)

Sixty two dollars 62.00 Dollars.

For payment of sign regulation or blanket real estate sign permit fee _____

ACF

(1) pole & wall sign

$ 62.50

☐ Cash

☒ Check 10408

BUILDING SAFETY DIV.

By CAS 9.30.98

COUNTERSIGNED

DIRECTOR OF FINANCE

20-36

City of Tucson

SIGN PERMIT 1429-90 9810004

SIGN ACCOUNT NO.	APA	CROSS REFERENCE	ID#
09 1 000492		3600N 10/01/98	02-[illegible]48-C

ADDRESS OF SIGN	NAME OF FIRM OR INDIVIDUAL	PHONE
440 N 6TH AV	WHEAT SCHARF & ASSOCIATES	

OWNER OR PARTY TO BE BILLED FOR ANNUAL REG. CHG.	BILLING ADDRESS	ZIP CODE
	440 N 6TH AV	85705

SIGN CONTRACTOR (IF APPLICABLE)	STATE LICENSE NO.	ELECTRICAL CONTRACTOR (IF APPLICABLE)	STATE LICENSE NO.
TERRITORIAL SIGN CO.	L38 C72971		

ADDRESS OF SIGN CONTRACTOR	CITY PRIVILEGE LICENSE TAX NO.	PERSON TO CONTACT	PHONE
3400 E. ALVORD	0062054	BILL OR TOM	602/294-3400
TUCSON, ARIZONA 85706	ZONE C-3	DISTRICT SD	

SIZE WIDTH X LENGTH	SQUARE FEET	TYPE SIGN	HEIGHT TO TOP OF SIGN	TYPE CONST	TYPE ILLUM	SIGN COPY OR DESCRIPTION	SIGN PERMIT TAG
2.00 x 60.00	120.0	W		P	N	(N) SANTA THERESA T: LE WORKS WHEAT SCHAR	30009
x							
x							
x							
x							
x							
x							
x							
x							
x							

REMARKS
(1) 120.0 SQ. FT. PAINTED WALL SIGN
PCF OF 62.50 WAS PD ON SR 9534

VALUATION	300
FEE & CHARGES	
APA	.00
MAIL	.00
PCF	.00
PERMIT FEE	125.00
ELECTRIC	.00
REGULATION CHARGE	27.40
TOTAL	152.40

SPECIAL STIPULATIONS:
1. All electrical signs must be shop inspected.
2. No sign shall occupy or project into public property/easements unless in accordance with Tucson Sign Code.
3. Freestanding signs must be protected from damage by barricades, bumpers or planter areas.

This permit becomes null and void if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. Such time periods shall be evidenced by called city inspections. It is the authorized applicant's responsibility to determine the location of all existing underground utilities, sewage disposal systems or other obstacles that may interfere with the construction or work authorized by this permit.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS PERMIT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF THIS PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE _____ DATE 10-5-98 INSPECTOR CLG

PERMISSION IS HEREBY GRANTED ABOVE NAMED PERSON TO DO THE ABOVE SPECIFIED WORK AT LOCATION HEREIN DESCRIBED IN ACCORDANCE WITH THE APPROPRIATE CODE AND ORDINANCES AND STATE LAWS.

____ CUSTOMER ____ CASHIER/DATA ____ LICENSE ____ FILES ____ SIGN INSPECTOR ____ ELECTRICAL INSPECTOR

City of Tucson

SIGN PERMIT 9810004

14-29-90

SIGN ACCOUNT NO.	APA	CROSS REFERENCE	C.#
09 1 000492		3600N 10/01/98	~~-02-75-48-C~~

ADDRESS OF SIGN	NAME OF FIRM OR INDIVIDUAL	PHONE
440 N 6TH AV	WHEAT SCHARF & ASSOCIATES	

OWNER OR PARTY TO BE BILLED FOR ANNUAL REG. CHG.	BILLING ADDRESS	ZIP CODE
	440 N 6TH AV	85705

SIGN CONTRACTOR (IF APPLICABLE)	STATE LICENSE NO.	ELECTRICAL CONTRACTOR (IF APPLICABLE)	STATE LICENSE NO.
TERRITORIAL SIGN CO.	L38 072971		

ADDRESS OF SIGN CONTRACTOR	CITY PRIVILEGE LICENSE TAX NO.	PERSON TO CONTACT	PHONE
3400 E. ALVORD	0062054	BILL OR TOM	602/294-3400
TUCSON, ARIZONA 85706	ZONE C-3	DISTRICT SD	

SIZE WIDTH X LENGTH	SQUARE FEET	TYPE SIGN	HEIGHT TO TOP OF SIGN	TYPE CONST	TYPE ILLUM	SIGN COPY OR DESCRIPTION	SIGN PERMIT TAG
2.00 x 60.00	120.0	W		P	N	(N) SANTA THERESA TI LE WORKS WHEAT SCHAR	30009
x							
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REMARKS
(1) 120.0 SQ. FT. PAINTED WALL SIGN
PCF OF 62.50 WAS PD ON SR 9534

Complete

VALUATION	300
FEE & CHARGES	
APA	.00
MAIL	.00
PCF	.00
PERMIT FEE	125.00
ELECTRIC	.00
REGULATION CHARGE	27.40
TOTAL	152.40

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SIGNATURE _____ DATE 10-5-98 INSPECTOR CN

PERMISSION IS HEREBY GRANTED ABOVE NAMED PERSON TO DO THE ABOVE SPECIFIED WORK AT LOCATION HEREIN DESCRIBED IN ACCORDANCE WITH THE APPROPRIATE CODE AND ORDINANCES AND STATE LAWS.

____ CUSTOMER ____ CASHIER/DATA ____ LICENSE ____ FILES ____ SIGN INSPECTOR ____ ELECTRICAL INSPECTOR

EXHIBIT 3

Santa Theresa Tile Works - Downtown Tucson
October 24, 2013 ·

Laura and Sally flash their movie star smiles! You gals are superstars!

Santa Theresa Tile Works - Downtown Tucson
January 30, 2015 ·

Debbie examines her treasures.

2

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 12, 2015 ·

Mary tends bar.

4 1 Comment

Like Comment Share

Most relevant

Pat Hernandez
I knew there was a reason you liked to make the tiles, enjoy. Great to see you last week ,Kathy, hope you had a fun trip.

Like Reply 6y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 16, 2015 ·

Lenore gets things rolling.

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 24, 2013 ·

Dahlia shows off her multi tasking skills. We love you Dahlia!!

8 4 Comments

Like Comment Share

Most relevant

Author
Santa Theresa Tile Works - Downtown Tucson
I agree Stephanie Scherer Walker.
I'll tell Donna she owes ya! -Kristine
Like Reply 8y

Linda M Thatcher
I want to work like Dahlia!!! So cute!
Like Reply 8y

Cindy Pegues
need a straw!
Like Reply 8y

Stephanie Scherer Walker
Sangria for the day class!
Like Reply 8y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
May 22, 2015 ·

4 1 Share

Like Comment Share

Write a comment...

Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson
May 15, 2014

Debbie, a member of Tile Making 2 class, is celebrating with a glass of wine after finishing her backsplash! It looks simply gorgeous ❤️. The birdbath in the middle is absolutely delightful! I hope she sends us a picture of it after she installs it! Congrats!

83 9 Comments 3 Shares

Like Comment Share

Most relevant

Author
Santa Theresa Tile Works - Downtown Tucson
Thank you for the comments. I'll certainly pass them along to Debbie.
Like Reply 7y

Annie Coleman
Amazing!!
Like Reply 7y

Joanna Kerr
This is lovely!! I so wish I could see how she did this!
Like Reply 7y

Randy Willoughby
very pretty
Like Reply 7y

Ritu Pareek Gupta
Fabulous work! I hope you guys a picture of it installed too!
Like Reply 7y

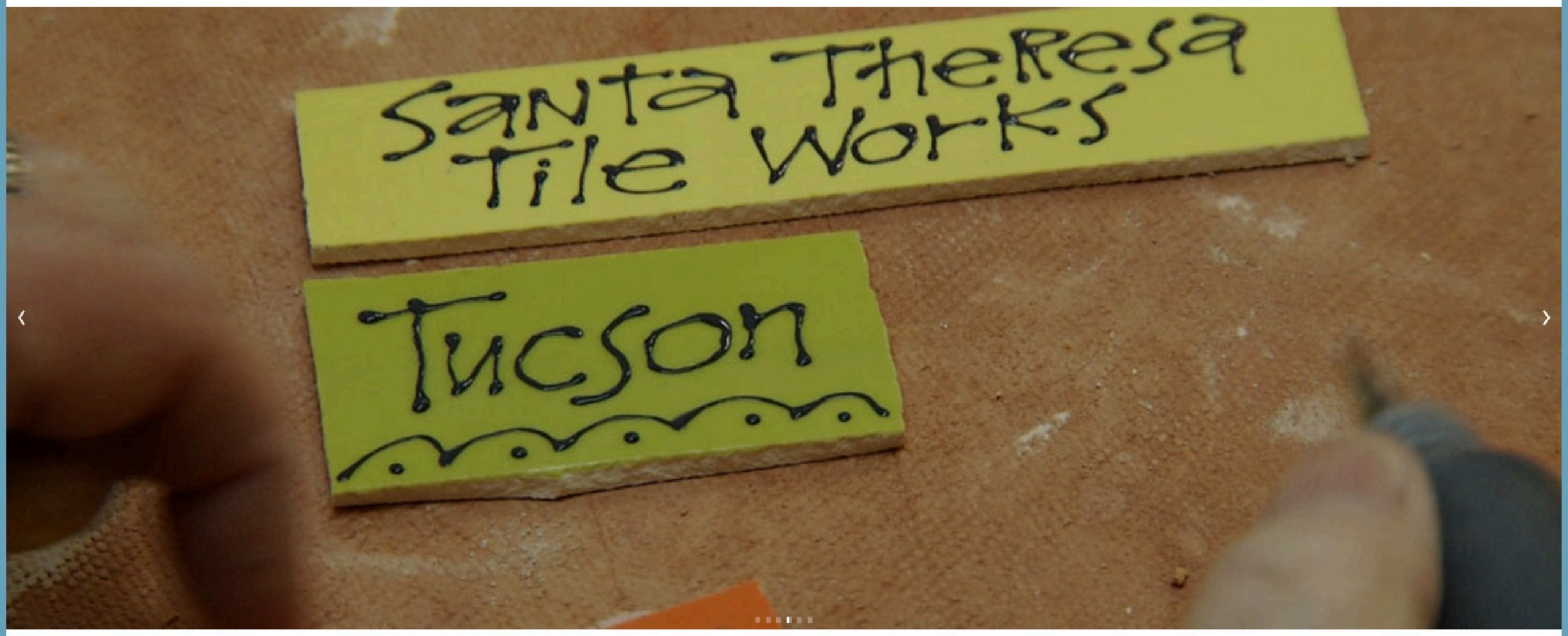
Mary Beth Gallagher Ursem
Woo Hoo!
Like Reply 7y

Marilyn Dunn
so beautiful
Like Reply 7y

Write a comment...

EXHIBIT 4

SANTA THERESA TILE WORKS



OUR HISTORY

Founded in 1996 by artist Susan Gamble, Santa Theresa Tile Works makes brilliant, distinctive tile and mosaics that epitomize Tucson decorative style. Once you start noticing Santa Theresa tile, you'll begin to spot it all over town – and across the nation.

All Santa Theresa tile is handmade by artists in our workshop at the corner of Sixth Avenue and Sixth Street, which, along with our beautiful showroom, is open to the public. There, in the heart of the Historic Warehouse Arts District, you'll find a huge array of tiles, friendly staff happy to help you with projects large or small, a full schedule of hands-on workshops, and unique Southwestern-themed gifts.

Since 2016, when Susan gave the business to the school, all proceeds from Santa Theresa go to benefit Imago Dei Middle School, a free private school for children from low-income families.

EXHIBIT 5

Certificate of Occupancy

City of Tucson

Planning and Development Services

Permit Activity Number: T16CM02554

Structure Address: 221 E 6TH ST TUCSt: #105

Project Description: TI; ADDITION MED MARIJUANA DISPENSARY

Square Footage: 3422

Construction Type: VB-AS

Fire Sprinkler System Provided: Y

Occupancy Group: B

Fire Sprinkler System Required: Y

Applicable Building Code: 2012 IBC

Buiding Owner Information: 221 E 6 ST LLC
ATTN: DAVID NICHOLS REALTY INC
2111 E CAMINO EL GANADO TUCSON AZ 857184107

Design Occupant Load: 34

Zoning Classification: C-3

Land Use Group: RETAIL

Building Official

02/01/2017
Issued Date

This certificate is issued pursuant to the requirements of the adopted Tucson Building Code certifying that at the time of issuance, the described project was inspected for compliance with the various ordinances regulating building construction and use.

EXHIBIT 6

OUR STAFF

Workshops & Classes

Please call or email to sign up.

INTENSIVE TILE MAKING

- **March 21st - 26th, 2022**
- **April 4th - 9th, 2022**
  12:00 p.m - 5:00 p.m Monday - Friday and Saturday 10:00 a.m - 4:00 p.m

Our Intensive Tile Making 1 class is a week long class where you will learn how to make your very own tile from clay to finished tile. This course is designed to help students develop the skills needed to create mosaic masterpieces using tiles they make themselves. Our artists will cover the clay body, cutting, glazing, kiln firing, and detailing that goes into Santa Theresa tiles.

All materials, instruction, and firings are included. Each student receives a basic set of tools. No art experience is necessary. Tuition for the whole week is $675.

Masks and social distancing will be required.

Please email us if you would be interested or have any questions (please include which dates you are interested in) customerservice@santatheresatileworks.com

3D FLOWER WORKSHOP

- **February 9th - 11th, 3:00 - 6:00**

During this three day workshop, Andree will teach you how to hand build our classic Santa Theresa 3D flowers. Day one will be making the flowers with clay, day two will be glazes your flowers, and day three will be detailing your flowers. They will be fired and ready for pick up the following week. No art experience is required!

Tuition: $175 + Tax

MOSAIC TABLE WORKSHOP

- **February 20th, 11:00 - 4:00**

With our showroom full of beautiful tiles and the guidance of our artists, you will create your own mosaic table. After composing your piece, you will heat set and grout your table so it is ready to go home with you.

Price depending on size.

HOWLING AT THE MOON

- **February 25th, 12:00**

Using your choice of metal frame, you will compose a night time desert scene with the help of our artists Carrie and Maddie. We will have an assortment of night time creatures and plants for you to choose from, as well as our showroom full of tile. You will heat set and grout your mosaic to take it home at the end of the workshop.

Price depending on size.

MOSAIC SUNSET WORKSHOP

- **March 11th, 12:00 - 4:00**

Back by popular demand! Using an array of colorful bar tile, desert plants, and Bob's popular mission tiles create your own sunset mosaic. You will heat set and grout your piece so it is ready to go home with you. We recommend our 6x15 metal frame for this project but you are welcome to choose any metal frame we offer.

Price depending on size.

MOSAIC TREE OF LIFE WORKSHOP

- **March 18th, 12:00 - 4:00**

Back by popular demand! Our artist will have loads of tree trunks, leaves, and animals made so all your mosaic tree of life dreams can come true. You will heat set and grout your piece so it is ready to go home with you. We recommend our 6x15 frame for this project but you are welcome to choose any metal frame we offer.

Price depending on size.

GROUP WORKSHOPS

Call to schedule (520) 623-8640

We are now introducing group workshops! This is a chance to get one on one time with our artists and your friends, employees, or family. Groups can work on a bench, table, or frame together or each person can do a personal mosaic, it is totally up to you. No experience necessary, all ages are welcome. Call to start scheduling your group workshop today!

Cancellation Policy: *Full refunds will only be provided for workshop cancellations when received more than 2 weeks prior to the start of the class. If a cancellation is received less than 2 weeks prior to the start of the workshop – a credit will only be issued. This can be used towards products we sell or other workshops.*

SANTA THERESA TILE WORKS

440 N 6th Ave
Tucson, AZ 85705

(520) 623-8640

STAY INFORMED

Sign up with your email address to receive news and updates.

Email Address SIGN UP

We respect your privacy.

IMAGO DEI MIDDLE SCHOOL

55 N 6th Ave
Tucson, AZ 85701

www.imagodeischool.org

BROWSE OUR WORK

Our mosaic art tile is high-fired to ensure durability and can be used indoors and out. All our commissioned work is custom-made to your specifications to produce a unique piece of mosaic art each time. Over the years our handmade mosaic tile art have graced walls, kitchen backsplashes, fireplaces, pools, outdoor bars, pathways, and more.

We've helped businesses create striking installations, as well as reward employees and donors. We've also created several public art pieces around the country. Please feel free to send your own mosaic creation installed or created at Santa Theresa Tile Works, and we'll post it here.

Browse a few of the many custom residential, public, and commercial installations that our artists have designed and installed here and around the country.

We can work with you to make your vision a reality.

If you'd like to inquire about an installation at your residence or for your business, please contact us.

Commercial Works

Residential Works

Public Works

Donor Recognition Works

Corporate Gifts & Awards

Submit Your Own

Our students and customers make amazing art pieces. Often when people take a class or work on a kit in the showroom, we never see the finished Piece. We love to see what you create and invite you to send us photos of your finished art pieces and we will display them here.

SUBMIT YOUR PHOTOS HERE!

Name *

First Name

Last Name

City *

Comments *

Upload Photo via Google Drive or Dropbox Link *

http://

SUBMIT

SANTA THERESA TILE WORKS

440 N 6th Ave
Tucson, AZ 85705

(520) 625-8640

STAY INFORMED

Sign up with your email address to receive news and updates.

Email Address

SIGN UP

We respect your privacy.

IMAGO DEI MIDDLE SCHOOL

55 N 6th Ave
Tucson, AZ 85701

www.imagodeischool.org

SANTA THERESA TILE WORKS

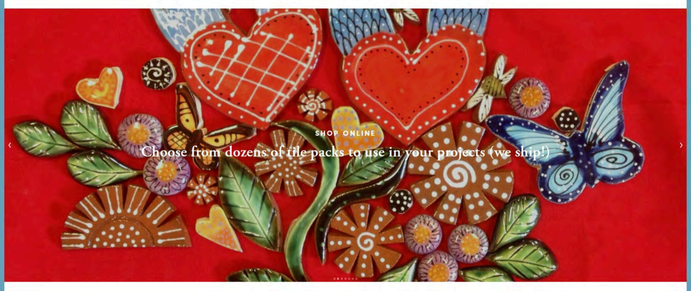
- Showroom open Wednesday through Saturday from 10am to 4pm -

- SHOWROOM LIMITED TO 5 PEOPLE -

- APPOINTMENTS WILL HAVE PRIORITY -

Call (520) 623 - 8640 to schedule an appointment

- MASKS STILL REQUIRED -



OUR STORY

SHOP ONLINE

Choose from dozens of tile packs to use in your projects (we ship!).

VISIT US

Shop in-store for one-of-a-kind gifts and decorations!

JOIN US

Walk in and make something gorgeous!

WORKSHOPS

Learn how to make tile with our Intensive Tile Making classes.

HIRE US

Work with our staff to create lasting art for your home or organization.

DO GOOD

All proceeds benefit Imago Dei Middle School in Downtown Tucson.

SEE MORE PRODUCTS

Visit us in the Historic Warehouse Arts District!

ADDRESS

440 N 6th Ave, Tucson, AZ

HOURS

Tuesday through Friday: 10am–5pm
Saturday: 10am–4pm
Closed Sunday and Monday

CALL US!

(520) 623-8640

SANTA THERESA TILE WORKS

440 N 6th Ave
Tucson, AZ 85705

(520) 623-8640

STAY INFORMED

Sign up with your email address to receive news and updates.

Email Address | SIGN UP

We respect your privacy.

IMAGO DEI MIDDLE SCHOOL

55 N 4th Ave
Tucson, AZ 85701

www.imagodeischool.org

Santa Theresa Tile Works - Downtown Tucson
September 29, 2017 ·

Another beautiful memorial bench by our **Donna Stoner**! We installed this bench this morning at Tucson Botanical Gardens.

52 3 Comments 1 Share

Like Comment Share

Most relevant

Arla Allen
Great bench Donna!
Like Reply 4y

Kathy McDonough
Beautiful work, Donna! Nice!
Like Reply 4y

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Like Reply 4y

Author
Santa Theresa Tile Works - Downtown Tucson
Thanks Ali! This is one of my faves. Have a great holiday! - Kristine

Like Reply 4y

Shawn Everingham
I need and want that.

Like Reply 4y 2

Arla Allen
Beautiful!!!

Like Reply 4y

Mo Dollries Lifton
That is GORGEOUS!

Like Reply 4y

Mel Coleman Geoffrion
Do you, or does someone you know, offer this to clients? Or does one have to create it themselves?

Like Reply 4y

Linnie Damm-Kemp
Hi Melissa! We do many custom projects like this! You can come in to the showroom and purchase any of our stock tiles and compile your own design, or we can design something for you.

Like Reply 4y

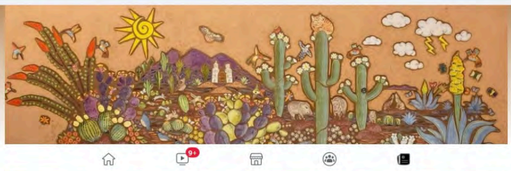
Mel Coleman Geoffrion
Thank you! I'll definitely come in soon.

Like Reply 4y

Reply to Me...

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...



Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson

@STTW.handmadetile · 4.8 (60 reviews) · Arts & Crafts Store

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"Can you recommend something for me?" Ask

"How much do your products cost?" Ask

"Can someone assist me?" Ask

"What's popular right now?" Ask

Type a question Ask

About

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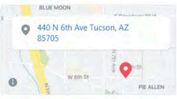

Tile studio and showroom specializing in handmade mosaic tile, tile art designs and murals - www.santatheresatileworks.com

Wander through Tucson's Historic Warehouse Arts District and let Santa Theresa Tile Works' colorful, hand-made tile inspire the creativity in you! Whe... See more

3,615 people like this

4,325 people follow this

400 people checked in here

http://www.santatheresatileworks.com/

(520) 623-8640

Send message

Price range · $$$

customerservice@santatheresatileworks.com

Closed now
10:00 AM - 4:00 PM

Arts & Crafts Store · Art Gallery · Home decor

Suggest Edits

Is this the right street address for this place?

440 N 6th Ave

Yes | Unsure | No

Photos

See all

Videos

See all

New #flowertile designs in the showroo...

86

1K views · 4 years ago

Page transparency

See all

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - May 13, 2011

Page manager location: United States

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Showcase your work, create ads and connect with customers or supporters.

Create Page

Privacy · Terms · Advertising · Ad Choices · Cookies · More · Meta © 2022

Create post

Photo/video | Check in | Tag friends

Santa Theresa Tile Works - Downtown Tucson
6h

For those of you who have been waiting, the wavy legged tables are back in stock, delivered by our local maker this morning!

39 | 4 Comments 2 Shares

Like | Comment | Share

Most relevant

Write a comment...

Sheila Vogler
How much are these?
Like Reply 3h

View 3 more comments

Santa Theresa Tile Works - Downtown Tucson
17h

Interested in our 6 day Intensive Tile Making workshop? We've got a few spots left for the upcoming April 4-9 class. More information can be found at www.santatheresatileworks.com or give us a call at 520-623-8640. This will be the last tile making class we offer until the fall.

16 | 3 Shares

Like | Comment | Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 19 at 10:11 PM

The results from yesterday's 'Tree of Life' workshop.

169 | 8 Comments 6 Shares

Like | Comment | Share

Most relevant

Write a comment...

Glenda Ross
They are all beautiful!
Like Reply 4d

View 6 more comments

Santa Theresa Tile Works - Downtown Tucson
March 16 at 12:52 PM

Bob is busy detailing mugs today!

41 | 2 Comments

Like | Comment | Share

Most relevant

Write a comment...

Laura Taylor Romero
Do you sell these at your shop?
Like Reply 1w

Author
Santa Theresa Tile Works - Downtown Tucson
Laura Taylor Romero yes, Bob does have some of his work for sale in the showroom!
Like Reply 1w

EXHIBIT 7

santa theresa tile works

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https://www.santatheresatileworks.com

Santa Theresa Tile Works

Santa Theresa Tile Works was born in 1986 with a desire to create large public art pieces that could be enjoyed for generations. our mission ...

Shop Online

What will YOU do with our beautiful, high-fired, frost-proof ...

Workshops and Classes

Sign up with your email address to receive news and updates ...

Workshops

Our Intensive Tile Making 1 class is a week long class where you ...

Gallery

Our mosaic art tile is high-fired to ensure durability and can be ...

More results from santatheresatileworks.com »

Images for santa theresa tile works

mosaic tile | ceramic tile | art | tucson az

Feedback

View all

https://www.facebook.com › ... › Arts & Crafts Store

Santa Theresa Tile Works - Downtown Tucson - Facebook

Tile studio and showroom specializing in handmade mosaic **tile**, **tile** art designs and murals -... 440 N 6th Ave, Tucson, AZ 85705.

Rating: 4.8 · 60 votes · Price range: $$$

https://www.yelp.com › Shopping › Art Galleries

SANTA THERESA TILE WORKS - 440 N 6th Ave, Tucson, AZ

Santa Theresa Tile Works · 440 N 6th Ave. Tucson, AZ 85705. Directions · (520) 623-8640. Call Now · More Info. Hours, Accepts Credit Cards, Parking, Good for Kids.

Rating: 5 · 4 reviews · Price range: $$

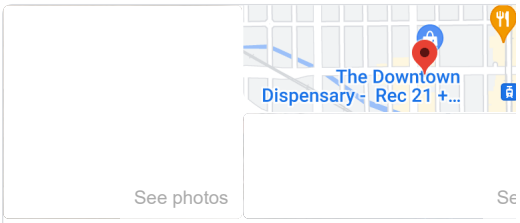
What forms of payment are accepted at Santa Theresa Tile Works?

How is Santa Theresa Tile Works rated?

https://www.pinterest.com › STTWmosaictile › tile-mos...

100 Tile Mosaics by Santa Theresa Tile Works ideas ...

Nov 25, 2021 - This board is dedicated to all of the handmade **tile** mosaics and



Santa Theresa Tile Works

Website | Directions | Save

4.7 27 Google reviews

Art studio in Tucson, Arizona

Address: 440 N 6th Ave, Tucson, AZ 85705

Hours:

Tuesday	**Closed**
Wednesday	10AM–4PM
Thursday	10AM–4PM
Friday	10AM–4PM
Saturday	10AM–4PM
Sunday (Easter)	Closed
Monday	Closed

Suggest new hours

Phone: (520) 623-8640

Suggest an edit · Own this business?

Products

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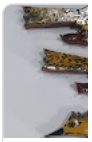
Mosaic tile

flowers
Mosaic tile



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Mosaic t

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Mosaic tile | gifts

Questions & answers

See all questions (1)

Ask a

Popular times

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Closed on Tuesday

Reviews from the web

services, we provide. See more ideas about handmade **tiles**, mosaic **tiles**, ...

https://www.pinterest.com › STTWmosaictile

Santa Theresa Tile Works (STTWmosaictile) - Profile ...

Santa Theresa Tile Works | Specialize in handmade mosaic tiles which are individually glazed and high fired for frost resistance. We sell all of our tiles ...

https://www.instagram.com › santatheresatile

Santa Theresa Tile Works (@santatheresatile) • Instagram ...

Custom Mosaic **Tile** shop in Downtown Tucson, AZ. Established 1986. Non-profit toward @imagodeitucson See us on Etsy at **SantaTheresaTile**.

https://www.tripadvisor.com › Attraction_Review-g609...

SANTA THERESA TILE WORKS (Tucson) - TripAdvisor

Santa Theresa Tile Works · Top ways to experience nearby attractions · Also popular with travelers.

When is Santa Theresa Tile Works open?

What hotels are near Santa Theresa Tile Works?

Related searches

santa theresa tile works **facebook**

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mosaic guys

tile **making workshop**

phoenix tile **artist**

tile **murals tucson**

phoenix mosaic art

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4.8/5 Facebook · 60 votes

Reviews

Write a review Ad

"A great **place** for finished tile items and learning to r your own."

"**Staff** are super friendly and helpful."

"It's so spectacular the lights the **scenery** the **enviror** love it !"

View all Google reviews

From Santa Theresa Tile Works

"Make your own creation with our unique handmade mosaic the showroom with the help of an artist. Buy finished framed gifts or loose tile. We also offer classes."

Profiles

Facebook Instagram Pinterest LinkedIn

People also search for

View 1

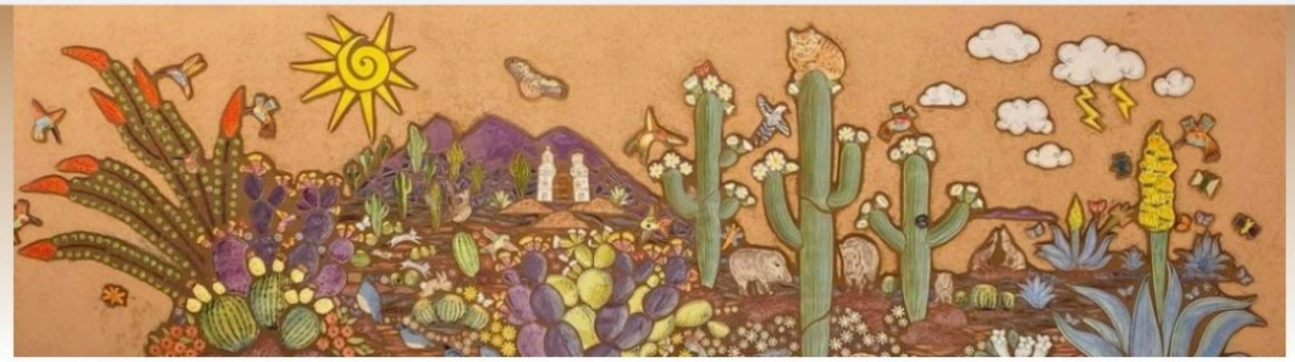
Artesana Tile
Tile store

Handmade Tile Studio
Handicraft museum

Emser Tile
Tile store

About this data

EXHIBIT 8



Search Facebook

Kate

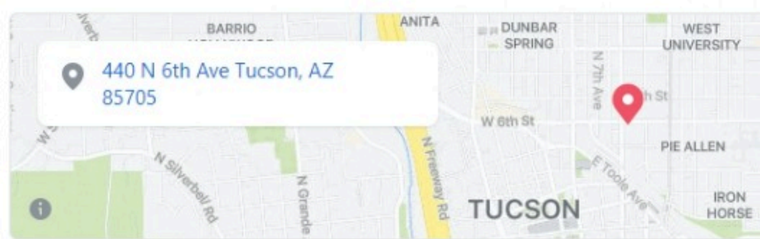
Santa Theresa Tile Works - Downtown Tucson

@STTW.handmadetile · 4.8 (60 reviews) · Arts & Crafts Store

Send message

Home | About | Pinterest | Photos | More

Follow



General

3,616 people like this

4,326 people follow this

400 people checked in here

Arts & Crafts Store · Art Gallery · Home decor

Hours

Closing Soon
10:00 AM - 4:00 PM

Business details

Price range · $$$

Additional contact info

http://www.santatheresatileworks.com/

(520) 623-8640

customerservice@santatheresatileworks.com

Send message

More info

About

Tile studio and showroom specializing in handmade mosaic tile, tile art designs and murals - www.santatheresatileworks.com

Additional information

Wander through Tucson's Historic Warehouse Arts District and let Santa Theresa Tile Works' colorful, hand-made tile inspire the creativity in you! Whe... See more

EXHIBIT 9

Santa Theresa Tile Works - Downtown Tucson
June 7, 2018 ·

3

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
July 11, 2018

3 1 Share

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
December 9, 2017 ·

Looking for some decor for your tree or a gift for a friend? Santa Theresa has a wide variety of ornaments ready for you! #handmade #tucson #tilewithasmile #holidayseason #ornaments #holidaydecor #giftsgalore

14 2 Comments 2 Shares

Like Comment Share

Most relevant

Sandra Fizell
Very nice! Love the 🦋!
Like Reply 4y Edited

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
December 13, 2017 ·

Looking for stocking stuffers? We've got you covered! Kitty Cozies, mugs galore, bags of bones, magnets and salt & pepper shakers! #santatheresa #handmadewithlove #tilewithasmile #totallytucson #mosaic #gifts #happyholidays

20 1 Share

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
August 30, 2018 ·

Look at these amazing hanging Fridas made by one of our very talented students, Patty Rushing! These beauties make wonderful gifts for the Frida Kahlo collector in your life! Available in our showroom now! #fridakahlo #santatheresatileworks #hangingart #vivamexico

36 4 Comments 5 Shares

Like Comment Share

Most relevant

Sherpa Jams
Awesome job patty!!
Like Reply 3y

Amanda Hinton
Christy Magnolia Orr Webb!!!
Like Reply 3y

Kate Stevenson
I love this! Does she sell on Etsy?
Like Reply 3y

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
September 6, 2018 ·

Did you know... Santa Theresa Tile Works is also a great place to find a gift for that special person in your life? We've got a great selection of hand glazed dishware, ornaments, mosaics and DIY mosaic kits! Stop by and take a look 😊
#santatheresatileworks #diymosaics #tilewithasmile #thisistucson #giftsgalore

44 3 Comments 3 Shares

Like Comment Share

Most relevant

Deborah Ervin-Harris
do you have an online store??
Like Reply 3y
2 Replies

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 6, 2018 ·

The holidays are right around the corner! Santa Theresa Tile Works has many options in stock for DIY mosaic kits! Frames and tabletops galore! Certain tiles can even be personalized for that special giftee in your life. We also have a good selection of hand-glazed ornaments to adorn and accent your holiday decor! #santatheresatileworks #thisistucson #tilewithasmile #handmadegifts #diymosaics #mosaicart #holidayideas

24 5 Comments 3 Shares

Like Comment Share

Most relevant

Julia Clark
Do you sell only the frames?
Like Reply 3y
Most Relevant is selected, so some replies may have been filtered out.

Author
Santa Theresa Tile Works - Downtown Tucson
Hi Julia,
Like Reply 3y

View 1 more reply

Linnie Damm-Kemp
Those are for kits.
Like Reply 3y

Dora Grinnell
Are those prices for the kits or just the frames?
Like Reply 3y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
June 25, 2019 ·

We have a plate decorating workshop coming up this weekend. We just had 2 cancellations so we have space for you!

Bob will lead you through the process of decorating a restaurant quality dinner plate. Sat/Sun, 11 - 3pm. $65.

66 11 Comments 3 Shares

Like Comment Share

Most relevant

Karen Kingsbury
See you Saturday! Can't wait!
Like Reply 2y

June Elder Roush
can you order something like this
Like Reply 2y

Diana Lopez
See you Saturday!
Like Reply 2y

Susan Solleder
Would love to attend but have to work on Sunday.
Like Reply 2y
2 Replies

Dianne Marion Barnard
Is there room for one more person on Sunday???
Like Reply 2y
3 Replies

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Santa Theresa Tile Works - Downtown Tucson

November 2, 2019 ·

Come on down to see all the beautiful and fun works of art, and stay for all the festivities downtown. We are here until 8pm this evening.

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 2, 2019 ·

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 19, 2019

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 19, 2019

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson's albums

New Items in our Online Shop

June 26, 2013 ·

19 2 Comments 3 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
April 28, 2018 ·

Fun new doggie tiles now in stock at STTW!

33 2 Comments 1 Share

Like Comment Share

Most relevant

Sheila Vogler
And a dachshund!
Like Reply 3y

Jolene Campbell
I would love to see a schnauzer one!! ❤️
Like Reply 3y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 7, 2017 ·

Come by the studio today for #openstudiotours and check out our new designs!#santatheresatileworks #mosaic #azart

54 1 Comment 3 Shares

Like Comment Share

Most relevant

Jane Snyder Pecorella
The snake tiles are wonderful! There's a few different kinds, all wild and whimsical!

Like Reply 4y

Write a comment...

EXHIBIT 10

Etsy Search for anything Sign in

Home Favorites | Jewelry & Accessories | Clothing & Shoes | Home & Living | Wedding & Party | Toys & Entertainment | Art & Collectibles | Craft Supplies | Gifts & Gift Cards

Favorite Shop (1.5k)

SantaTheresaTile

Handmade Mosaic Tile Art and Supplies. Est. 1984.

Tucson, Arizona

4,100 Sales ★★★★★

Buyers are raving! This shop got multiple 5-star reviews in the past 7 days.

Santa Theresa Tile Works

Contact

Items

Search items

Sort: Custom

All	77
Ceramic Xmas Ornaments	2
Specialty Mosaic Tiles	6
Desert Creatures Series	3
Mosaic Tile Numbers	1
Plants and Animals	34
Shapes- Dots, swirls...	27

Request Custom Order

Contact shop owner

4100 Sales

1498 Admirers

Report this shop to Etsy

Featured items

Orange and White Flowers with Leaves-... $38.95

Cute Purple Pollinators Tile Pack 3" $18.95

Mushroom Meow! Tile Pack 3" $18.95

Fancy Hummer in the Garden 6" $49.95

All Items

Leaf Variety Grab Bag Tile Pack 4" $25.95 3 people have this in their cart

Butterfly Variety Tile Pack 3" $18.95

Small Daisies- Tiny Filler Variety Pack 3" $18.95 4 people have this in their cart

Fancy Flowers 5" $38.95

Garden Creatures 6" $49.95

Nighttime Garden 4" $25.95

Mountain Moonlight- 6" $49.95

Punch of Red! Tile Pack 3" $18.95

Yellow Flowers Tile Pack 3" $18.95

Cathedral Leaves Variety Pack in Earthy... $32.95

Fancy Hummer in the Garden 6" $49.95

Mostly Pink Flower Garden Tile Pack 4" $25.95 4 people have this in their cart

Cute Purple Pollinators Tile Pack 3" $18.95

Surfing the Skies $25.95

Flirtatious Felines Tile Pack 4" (#2) $25.95

Mushroom Meow! Tile Pack 3" $18.95

Feline in the Fungi Tile Pack 3" $18.95

Garden Buddies Tile Pack 4" $25.95

Desert Creature Series- Cactus Galore 5" $38.95

Splash Splash 6" $49.95

Desert Creature Series- Pollinators and ... $38.95

Green Swirls, Vines, and Dots Mosaic V... $23.95

Butterfly Ceramic Ornaments (pair) $30.00

Fancy Stars Handcut Mosiac Tile Variet... $25.95

Orange and White Flowers with Leaves-... $38.95

Beetles Galore- 3" $18.95

Desert Creature Series- Roadrunner Me... $25.95

Bees Tiles 4" Tile Pack $18.95

Chile Peppers! Tile Pack 4"x3" $21.95 Only 2 left

Jade, White, and Purple Flowers Tile Pa... $25.95

Pink And Tangerine Flowers 3" $18.95 3 people have this in their cart

Polka Dot Stars Handcut Mosiac Tile Va... $18.95

Lady Bug Pack- Red and Pink-3" $18.95

Mellow Yellow and Bright Birds 5" $38.95 Only 1 left

Mini- Spooky Season 3" $18.95

Shades of Blue Tile Dots for Mosaic 4" $23.95

← 1 2 3 →

Reviews

Average item review ★★★★★ (700)

Sort by: Recommended

See reviews that mention:

Quality 115 | Shipping 80 | Customer service 59

Tammy on Mar 21, 2022
★★★★★
Beautiful color and great quality 🥰
Purple and Orange Flower Tile Pack 3"

meghangwelsh on Mar 19, 2022
★★★★★
Wow, the mosaic pieces are perfect for my project... if I need more then I know where to go!! Thank you SO much!! =D
Small Blossoms Variety Handmade Ceramic Mosaic Tile Grab Bag

meghangwelsh on Mar 19, 2022
★★★★★
Wow, the mosaic pieces are perfect for my project... if I need more then I know where to go!! Thank you SO much!! =D
Spring Flowers Handmade Ceramic Mosaic Tile Pack 4"

meghangwelsh on Mar 19, 2022
★★★★★
Wow, the mosaic pieces are perfect for my project... if I need more then I know where to go!! Thank you SO much!! =D
Bright Wildflowers Handmade Ceramic Mosaic Tile Pack 4"

Toni on Mar 11, 2022
★★★★★
I so love these beautiful tiles! High quality, met my expectations.
Spring Flowers Handmade Ceramic Mosaic Tile Pack 4"

Marcia on Mar 6, 2022
★★★★★
These items have certainly met my expectations. They are beautiful, well made, and totally matched the description.
Small Blossoms Variety Handmade Ceramic Mosaic Tile Grab Bag

Julie on Feb 24, 2022
★★★★★
Beautiful! Great quality.
Purple and Orange Flower Tile Pack 3"

DEBORAH on Oct 19, 2021
★★★★★
yes product was just as described-excited to try it in a mosaic project I have in mind!
Bright Wildflowers Handmade Ceramic Mosaic Tile Pack 4"

meghangwelsh on Mar 19, 2022
★★★★★
Wow, the mosaic pieces are perfect for my project... if I need more then I know where to go!! Thank you SO much!! =D
Hummingbird Garden 5"

meghangwelsh on Mar 19, 2022
★★★★★
Wow, the mosaic pieces are perfect for my project... if I need more then I know where to go!! Thank you SO much!! =D
Fancy Hummer Garden 6"

< 1 2 3 4 5 6 7 8 ... 70 >

About SantaTheresaTile

Sales 4,100 | On Etsy since 2017

We also specialize in commissioned murals, donor recognition and public art.

Santa Theresa Tile. Specializing in custom handmade, mosaic tile art.

Santa Theresa Tile Works was born in 1986 with a desire to create large public art pieces that could be enjoyed for generations. As more people discovered Santa Theresa-style mosaics, popularity grew with more projects being commissioned for commercial and residential spaces in addition to public art.

After 2 years in a downtown studio, Santa Theresa Tile Works spent 10 years at Susan Gamble's home, working in her backyard. In 1998, Santa Theresa Tile Works moved into their current location on 4th Ave and 6th Street in the arts warehouse district of...

Read more

Facebook | Pinterest | shop-website | shop-blog

Shop policies

Last updated on

Accepted payment methods

PayPal VISA Discover Klarna

Accepts Etsy Gift Cards and Etsy Credits

Yes! Send me exclusive offers, unique gift ideas, and personalized tips for shopping and selling on Etsy.

Enter your email Subscribe

Etsy is powered by 100% renewable electricity.

Shop
Gift cards
Sitemap
Etsy blog

Sell
Sell on Etsy
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EXHIBIT 11

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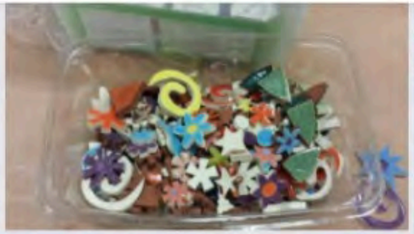
Kate



Santa Theresa Tile Works - Downtown Tucson's albums

Tile Making I Heading For The Home Stretch

It's been a lot of fun these last four weeks, but we're now wrapping things up in Tile Making I. Time to put on the finishing touches and start planning for future tile making adventures. Thanks so much ladies! It was a pleasure having you in our classroom!!

October 28, 2016 ·

20 2 Comments 1 Share

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
October 28, 2016 ·

Brenda's face says it all - so hard to believe that four weeks have gone by!!

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 28, 2016 ·

Phaedra thougth she'd never master stars, but now she holds a universe in her hands.

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 28, 2016 ·

Lynn knows the importance of having plenty of leaves to work with.

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 28, 2016 ·

Rene focuses on her glazing technique.

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
17h ·

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 4, 2016 ·

We still have a few spaces available in our TM I workshop.

1 1 Comment

Like Comment Share

Most relevant

Jane Snyder Pecorella
If you're on the fence about taking this class....do it! I learned soooooo much!
Like Reply 5y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 4, 2016 ·

Like Comment Share

Write a comment...

Search Facebook

Kate

Beat the Heat! Focus on Technique

TILE CAMP

Special Rate for all 4 classes featuring 6 tile making and decorating techniques

8 Thursday evenings from 5:30-8:30pm

July 9 – August 27

Santa Theresa Tile Works - Downtown Tucson's albums

Beat the Heat!!

Wanna know the best way to beat the summer heat? - Learn new tile making techniques!! Explore a variety of clay surface treatments in our spacious airconditioned classroom. Classes begin in July and no clay experience is necessary. Visit our website for details. If you're a Tile Making II "Hive" member, call the showroom for special rates. Hope to see you in class!!

June 19, 2015 ·

11 4 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
March 19, 2021 ·

Santa Theresa is starting to reschedule classes. We have received the most requests for the Intensive Tile Making class and have scheduled 3 opportunities for you to sign up.

We have also had requests for advanced classes (post intensive). Suggestions have been made for classes focusing on flower or animal decoration. These would probably be 2 day classes. Please let us know if you are interested.

Intensive Tile Making Workshop- $675
April 5-10: Open to 6 participants
April 26-May 1: Open to 8 participants
June 7- 12: Open to 10 participants
Times: 2pm to 7pm Monday through Friday and Saturday 10am to 4pm.

Our beginner's tile making workshop is designed as an introduction to Santa Theresa style tile making. It covers all the basics of cutting, glazing and firing clay into individual shaped, decorated tiles.
We cover the following topics
1 - clay bodies, how to roll, cut, and dry tiles
2 - glazes, underglazes, and how to detail.
3 - basic firing principles and kiln loading
No art experience is necessary. This course teaches how to make ceramic tile and is designed to help students develop the skills needed to create mosaic masterpieces using tiles they make themselves.
All materials, instruction, and firings are included. Each student receives a basic set of tools.
Please phone 520-623-8640 or email customerservice@santatheresatileworks.com for more information.
Our hours are Wednesday thru Saturday 10am to 4pm. See less

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 19, 2019 ·

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 19, 2019 ·

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 13, 2018

6 5 Comments

Like Comment Share

Most relevant

Jane Snyder Pecorella
Another amazing bunch of creative people!!
Like Reply 4y

MaTeresa Jimenez Anaya
BEAUTIFUL.
Like Reply 4y

Jane Conners
Was this open to public class?
Like Reply 4y

Author
Santa Theresa Tile Works - Downtown Tucson
Yes, it was on our website. It filled up really quickly!
Like Reply 4y

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 12, 2015 ·

Mary tends bar.

4 1 Comment

Like Comment Share

Most relevant

Pat Hernandez
I knew there was a reason you liked to make the tiles, enjoy. Great to see you last week ,Kathy, hope you had a fun trip.

Like Reply 6y

Write a comment...

Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Checking in with Tile Making II

A faint hint of fall is in the air, ever so faint, but just enough to renew our creative energy. Back from vacations and feeling fresh, everyone is diving in to new projects and making plans for holiday gifts. Welcome back ladies! Glad to have you bustling about our classroom again!!

August 25, 2016 ·

15 2 Comments 3 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
September 24, 2015 ·

Susan lectures on the properties of clay bodies.

3 2 Comments

Like Comment Share

Most relevant

Laura Crow Williams
Great class!
Like Reply 6y

Jane Snyder Pecorella
Wooooooo hooooo! So glad to finally be here!
Like Reply 6y 2

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
September 8, 2018 ·

2

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
May 9, 2018 ·

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 13, 2018

3 3 Comments 1 Share

Like Comment Share

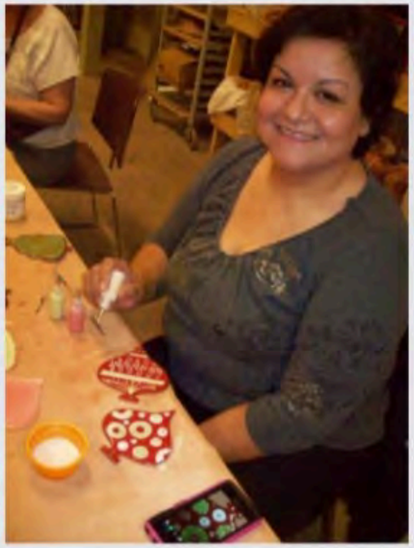
Most relevant

Tim Shuter
Beautiful!
Like Reply 4y

Write a comment...

Search Facebook

Kate



Santa Theresa Tile Works - Downtown Tucson's albums

Christmas Ornament Workshop 2013

It's beginning to look a lot like Christmas. Workshop participants are getting creative with their holiday gift giving.

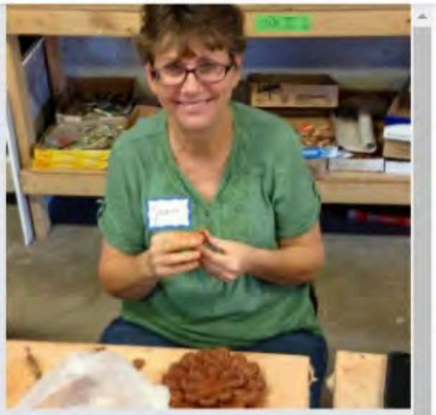
November 8, 2013 ·

32 4 Comments

Like Comment Share

Search Facebook

Kate



Santa Theresa Tile Works - Downtown Tucson's albums

Get Down and Dirty With Donna

If you didn't get in to the Focus on Flowers workshop last weekend and are looking for some creative fun, we have a few classes coming up. Next class runs April 28th,29th and 30th. Donna will be teaching her 3-d flower workshop. Come on down and get your hands dirty! Check out our website for details. http://santatheresatileworks.com/product/3-d-flower-workshop/

April 19, 2016 ·

148 11 Comments 28 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
February 10, 2018

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
September 9, 2017 ·

Everyone did a FABULOUS job today at our House Number Mosaic Workshop! So much fun helping students find their inner artist! #santatheresatileworks #mosaic #mosaicart #mosaictile #tucsonart #handmadetile #homedecor #housenumber #thingstodointucson

107 15 Comments 6 Shares

Like Comment Share

Most relevant

Mimi Luebbermann
Susan, a Christmas present....not that we do Christmas...Valentines Day?
Like Reply 4y

Vicki Read McBride
I think I shall have to come live in Tucson! These are beautiful.
Like Reply 4y

Susan Emley Luebbermann
I wanna play!
Like Reply 4y
2 Replies

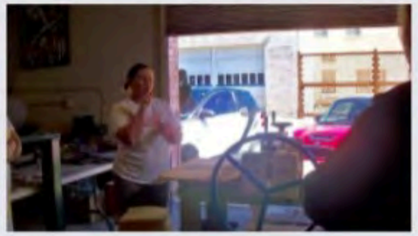
Suzanne Savoie
How much for this event and when is it held again?
Like Reply 4y
5 Replies

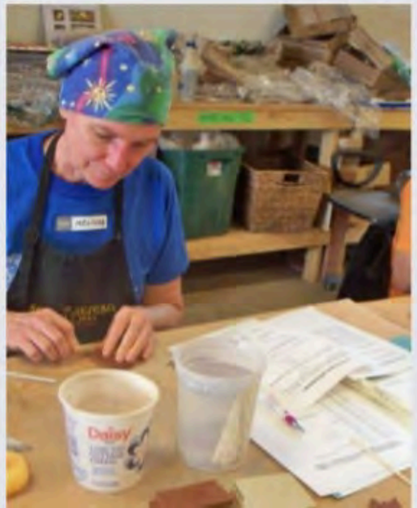
Renee Downing
Such a great time! And I love my plaque.

Write a comment...

Search Facebook

Kate





Santa Theresa Tile Works - Downtown Tucson's albums

Intensive Tile Making I - Day 1

We got off to a great start yesterday - it's a good lookin' group! Welcome everyone!! Glad to meet facebook friends Dora and Melinda in person. Dora is a mosaic artist and Melinda is a wonderful studio potter. Glad to have everyone on board. Here are a few pics of day one.

February 25, 2016 ·

22 5 Comments 2 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
February 12, 2014 · Tucson ·

You know its time for the kiln lecture when the glasses of wine are out 😉

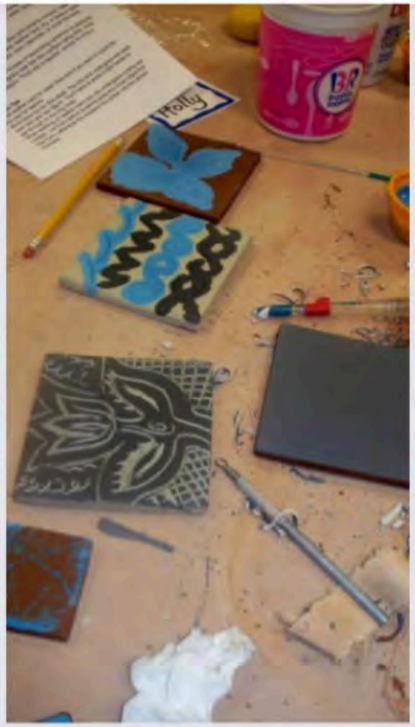
— at Santa Theresa Tile Works - Downtown Tucson.

Like Comment Share

Write a comment...

Search Facebook

Kate



Santa Theresa Tile Works - Downtown Tucson's albums

Sgraffito Mishima Workshop Day 1

It's hard to believe we are at the end of August and almost at the end of our summer technique boot camp series. Last week everyone got to "dig in" and tackle their final assignments. Looks like they got off to a great start!

August 27, 2015 ·

16 1 Share

Like Comment Share

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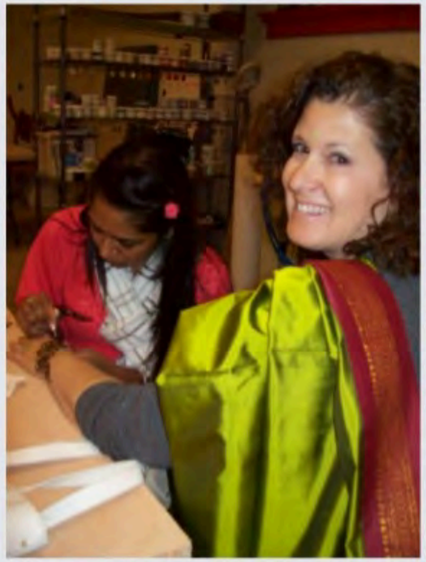
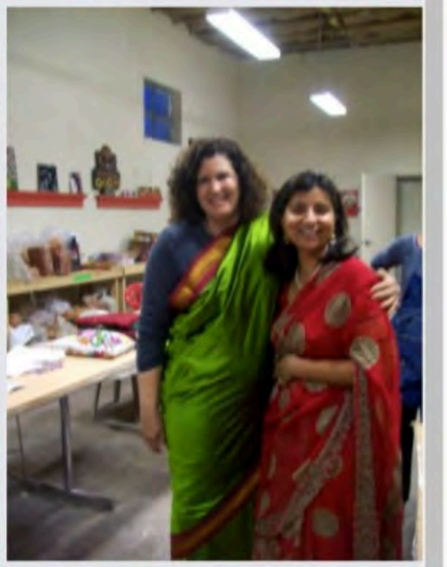
Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Ritu Gupta brings Diwali festivities and glamor to TMII

October 31, 2013 ·

13 4 Comments

Like Comment Share

Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Donna's 3-d Flower Class - Day 2

They had to work a little late last night, but with the help of some tastey snacks and a glass of wine, they got through it. This will be the cone 5 glaze firing. Next week it will be time for the detail. You're almost there guys!! Great job!

May 22, 2015 ·

20 1 Comment 3 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
April 19, 2019 ·

Like Comment Share

Write a comment...

Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Susan Wechsler in the Old Pueblo

We welcome back Colorado artist Susan Wechsler to our classroom. Its day two of her 4day workshop. If you love mix media and would still like to get in on the action, there are still spots open to start a 2 day project on Saturday, or a one day project for Sunday. Call the showroom for details - 520.623.8640. Hope to see you there!!

December 12, 2014 ·

15 3 Shares

Like Comment Share

Beat the Heat! Focus on Technique

TILE CAMP

Special Rate for all 4 classes featuring 6 tile making and decorating techniques

8 Thursday evenings from 5:30-8:30pm

July 9 – August 27

Santa Theresa Tile Works - Downtown Tucson

June 19, 2015

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 15, 2015 ·

I told you they were a good looking group. Great job ladies. Congradualtions!

7

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 16, 2015 ·

Lenore gets things rolling.

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
August 7, 2015 ·

Linda - a sprigging power house.

2

Like Comment Share

Write a comment...

Search Facebook

9+ 4

Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Nice Jugs Susie!!

June 27, 2013 ·

16 1 Comment

Like Comment Share

Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Small projects workshop

Santa Theresa Tile Works was on the itinerary for these Ritz Carleton guests. Their day included Margaritas at El Charro and a two hour workshop at STTW. Sounds like a perfect day!

April 28, 2013 ·

29 2 Comments 2 Shares

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Kate

Santa Theresa Tile Works - Downtown Tucson's albums

YMCA - Donor Recognition Plaque (Work In Progress)

A "work in progress" custom project for the YMCA.

September 24, 2013 ·

91 3 Comments 3 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
June 27, 2021 ·

1

Like Comment Share

Write a comment...

Sherry Algier Cormier is with **Mark Cormier** at **Santa Theresa Tile Works - Downtown Tucson**.

April 10 at 6:52 PM · Tucson, AZ

What a great week we've had taking a 6 day intensive tile making class at Santa Theresa Tile Works here in Tucson. We have an unfinished bench on one of our patios that we've wanted to create a custom desert scene to remember our friend Jasmine who used to love to sit and talk while spending time together. During the class we learned how to roll and cut clay tiles and once dried we glazed them and then they were put into the kiln to cure. Once our pieces were fired we added detailing (Mark is a natural) and then they were fired a second time to finish each piece. We still have a lot of pieces to complete our bench but we look forward to working on them with our new friends we've made this week. Thanks to the staff Andree, Carrie, Bob, Maddie and Keyla who taught us each step of this process. We're hooked. #santatheresatileworks

Santa Theresa Tile Works - Downtown Tucson

May 7, 2021

This was written by one of the students in the April intensive tile making class. Thanks Sherry!

10 1 Share

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 14, 2021

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 14, 2021 ·

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 12, 2017

The Holidays are coming fast! If you're looking for a fun group activity for family, friends or colleauges, consider one of our DIY parties! You and your group (5 person minimum) can schedule a private workshop with one of our experienced artists and put together a mosaic project or glaze a bowl, plate or mug! Visit our website for more information!
www.santatheresatileworks.com

14 2 Shares

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
October 13, 2017 ·

There's still time to sign up! Join us tomorrow 11am-3pm to create your very own Mosaic Fall Wreath! http://santatheresatileworks.com/.../fall-wreath.../... #mosaic #mosaicart #octoberintucson #thingstodointucson

11 4 Shares

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 11, 2017 ·

Join us for our Hand-building Mug Workshop with Manny December 12th & December 14th
Tuesday Dec 12th 5:30 pm – 7:30pm
Thursday Dec 14th 5:30pm – 7:30pm

Visit www.santatheresatileworks.com to sign up and save your spot!

47 1 Comment 1 Share

Like Comment Share

Most relevant

Kandice Banks
Those are AMAZING!!
Like Reply 4y

Write a comment...

Like Reply 4y

Author
Santa Theresa Tile Works - Downtown Tucson
Thanks Ali! This is one of my faves. Have a great holiday! - Kristine

Like Reply 4y

Shawn Everingham
I need and want that.

Like Reply 4y 2

Arla Allen
Beautiful!!!

Like Reply 4y

Mo Dollries Lifton
That is GORGEOUS!

Like Reply 4y

Mel Coleman Geoffrion
Do you, or does someone you know, offer this to clients? Or does one have to create it themselves?

Like Reply 4y

Linnie Damm-Kemp
Hi Melissa! We do many custom projects like this! You can come in to the showroom and purchase any of our stock tiles and compile your own design, or we can design something for you.

Like Reply 4y

Mel Coleman Geoffrion
Thank you! I'll definitely come in soon.

Like Reply 4y

Reply to Me...

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
December 22, 2017 ·

We've had a steady flow of holiday cheer in our showroom today. A family of 10 stopped in this morning to put together a few small projects, and here, Tile Making II rock star Bobbie Backlund designs a mosaic wreath. Happy Holidays everyone!!

29 1 Share

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
January 27, 2018

5 4 Comments

Like Comment Share

Most relevant

Jane Snyder Pecorella
Helen Sopka Gaus, take a look at Susan's website and Facebook page. She is a U of M grad! Would you like to take this class with me? It's not till next January, but I'm already so psyched!!!
Like Reply 4y

Jane Snyder Pecorella
Oh my goodness, I may have to get over there next January just so I can take this workshop!!! I have an idea already!!! 😊
Like Reply 4y
2 Replies

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
February 22, 2018 ·

Happy Thursday, tile lovers! We're looking back on this beautiful residential mural made a few years back by Kristine Stoner! The husband wanted mermaids, the wife wanted koi. Goes to show you that anything is possible in the land of tile!!! #tbt #santatheresatileworks #mosaicmural #tilewithasmile

44 2 Comments 5 Shares

Like Comment Share

Most relevant

Gloria Hale Giering
Great job, Mean Teen!!
Like Reply 4y Edited

Jane Snyder Pecorella
Oh my goodness, so beautiful, Teen!!!!
Like Reply 4y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
February 23, 2018 ·

It's National fill your bike basket with flowers Day! What a coincidence- @rkddesigns glazed this platter earlier today! Coming soon to the showroom! #santatheresatileworks #bike #springintucson

14 8 Comments 2 Shares

Like Comment Share

Most relevant

Author
Santa Theresa Tile Works - Downtown Tucson
This platter will be available in the showroom next week! First come, first served, but Bob can always glaze another! 🙂
Like Reply 4y

Author
Santa Theresa Tile Works - Downtown Tucson
We will be having a platter overglaze class with Bob on march 24 & 25 if any of you are interested in designing your own platter!
Like Reply 4y
1 Reply

Charles Kelly
what an amazing piece of art
Like Reply 4y

Melinda Rutan
How do I buy this? I love it!
Like Reply 4y

Jane Conners
Me too!

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 7, 2018 ·

Another beautiful tile mural by @rkddesigns ! #santatheresatileworks #tilewithasmile #missionsanxavierdelbac #thisistucson #rkddesigns

64 4 Comments 8 Shares

Like Comment Share

Most relevant

Jane Snyder Pecorella
Bob!!! That's beautiful!!!
Like Reply 4y
1 Reply

Linda J. Johnson-Jenner
Love!!
Like Reply 4y

Donna Bartels
So pretty.
Like Reply 4y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 15, 2018 ·

Kristine just finished this beautiful Koi Pond mosaic mural at the soon to be open Tucson Cactus and Koi!

96 9 Comments 3 Shares

Like Comment Share

Most relevant

Robert Keith De Armond
LOVE IT.....
Like Reply 4y

Jane Snyder Pecorella
Oh teen, that is just amazing!! As usual.
Like Reply 4y

Elizabeth Grindon
Beautiful addition to their garden!
Like Reply 4y

Kathy McDonough
Sooo beautiful Kristine!
Like Reply 4y

Darlene Showalter
Gorgeous! I'm loving those blues!
Like Reply 4y

Nora Rhude
Kristine that is so beautiful!! Surprised you didn't sneak a kitty in there!
Like Reply 4y

View 2 more comments

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 17, 2018 ·

Fun couple John & Karin came in last weekend while on vacation to put this underwater scene together! Today it's shipping out to Boston 🙂 #santatheresatileworks #tilewithasmile #thisistucson #mosaicarts #underthesea #diymosaics

48 3 Shares

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 20, 2018 ·

Interested in learning how to make 3D ceramic flowers? Join our 3 day workshop on April 3rd, 5th & 7th! Sign up on our website : https://santatheresatileworks.com/.../3-d-flower-workshop/ #santatheresatileworks #tilewithasmile #mosaics #thisistucson

38 4 Comments 3 Shares

Like Comment Share

Most relevant

Jane Snyder Pecorella
I did this workshop, and it was a BLAST!!!
Like Reply 4y

Trish Wade
Deana Hicks!!!!!
Like Reply 4y
1 Reply

Robert Keith De Armond
COME JOIN DONNA FOR FUN WITH CLAY.....
Like Reply 4y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
April 18, 2018 ·

3

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
May 19, 2018 ·

Another beautiful tile mural by @rkddesigns ! Did you know Bob can do custom murals? Large or small, framed or unframed, he's here to make your tile dreams happen! #santatheresatileworks #rkddesigns #mural #catrina #posadainspired #diadelosmuertos #tilewithasmile #tucsonarts

36 3 Comments 5 Shares

Like Comment Share

Most relevant

Rene Roberts
can I get on email list for upcoming classes I'd love to do this but i am in Oklahoma so I have to plan for a trip to enjoy it.
Like Reply 3y
1 Reply

Jane Snyder Pecorella
Beautiful work, Bob!!
Like Reply 3y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
June 25, 2018 ·

Hey there tile fans! We will still be closed tomorrow and Wednesday (6/26 & 6/27) for showroom improvements! Continuing students will see the reveal Wednesday evening for TM2. We will be open to the public on Thursday at our regular hours: 10am-5pm. In the meantime, checkout our star student Jeff's latest project! #tilewithasmile #santatheresatileworks #thisistucson #mosaictile #mosaicart #tucsonartscene

100 5 Comments 4 Shares

Like Comment Share

Most relevant

Sheila Vogler
Amazing! Did he make the tiles?
Like Reply 3y
1 Reply

Marilyn Dunn
Fantastic
Like Reply 3y

Sherpa Jams
Hey Jeff! That's awesome!! Miss my tile making buddies.
Like Reply 3y

Ziggy Hemmerich
Love to see more posts of what going on there.
Like Reply 3y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
August 7, 2018 ·

Hello Tile Fans!! Hope everyone is finding a way to stay cool in this desert heat! Check out this beautiful custom tile mural our Bob did for a client!

67 4 Shares

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
August 30, 2018

Check out this beautiful mosaic made by Pam! Pam is one of our continuing TM2 students, so she made every piece herself! Awesome job, Pam!!! #santatheresatileworks #studentprojects #handmade #thisistucson #tilewithasmile #mosaic

117 1 Comment 10 Shares

Like Comment Share

Most relevant

Hazel Hopping
Absolutely lovely
Like Reply 3y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
May 21, 2019 ·

Here is a recent commission Bob did for us.

97 1 Comment 4 Shares

Like Comment Share

Most relevant

Clara Burroughs Nelson
Bob rocks.
Like Reply 2y

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
June 25, 2019 ·

We have a plate decorating workshop coming up this weekend. We just had 2 cancellations so we have space for you!

Bob will lead you through the process of decorating a restaurant quality dinner plate. Sat/Sun, 11 - 3pm. $65.

66 11 Comments 3 Shares

Like Comment Share

Most relevant

Karen Kingsbury
See you Saturday! Can't wait!
Like Reply 2y

June Elder Roush
can you order something like this
Like Reply 2y

Diana Lopez
See you Saturday!
Like Reply 2y

Susan Solleder
Would love to attend but have to work on Sunday.
Like Reply 2y
2 Replies

Dianne Marion Barnard
Is there room for one more person on Sunday???
Like Reply 2y
3 Replies

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

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Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Donna's 3-d Flower Class - Day 2

They had to work a little late last night, but with the help of some tastey snacks and a glass of wine, they got through it. This will be the cone 5 glaze firing. Next week it will be time for the detail. You're almost there guys!! Great job!

May 22, 2015 ·

20 1 Comment 3 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
March 15, 2015 ·

I told you they were a good looking group. Great job ladies. Congradualtions!

7

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Write a comment...

Search Facebook

9+ 4

Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Nice Jugs Susie!!

June 27, 2013 ·

16 1 Comment

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Kate

Santa Theresa Tile Works - Downtown Tucson's albums

Small projects workshop

Santa Theresa Tile Works was on the itinerary for these Ritz Carleton guests. Their day included Margaritas at El Charro and a two hour workshop at STTW. Sounds like a perfect day!

April 28, 2013 ·

29 2 Comments 2 Shares

Like Comment Share

Santa Theresa Tile Works - Downtown Tucson
April 14, 2021 ·

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
June 25, 2019 ·

3D Flower Workshop! Another chance to learn to make 3D flowers starting this Thursday. 3 days. $175.

60 3 Shares

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 2, 2019

While you are out and about tomorrow, stop by and see us! We are featuring our students' and employees' work, including the table in the picture. We'll be open from 10am to 8.30pm.

1

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson

November 2, 2019 ·

Come on down to see all the beautiful and fun works of art, and stay for all the festivities downtown. We are here until 8pm this evening.

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
November 2, 2019 ·

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
December 24, 2019 ·

Learn to make your own tile, including cutting, glazing, and detailing!

We have two 'Intensive Tile Making' classes scheduled for early in 2020.
- January 20th - 25th
- March 16th - 21st

EMAIL TO SECURE YOUR SPOT
customerservice@santatheresatileworks.com

As we are closed 12/25/19-1/1/20, we will not be able to take phone calls to sign up until after January 2. See less

26 1 Share

Like Comment Share

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
March 19, 2021

Santa Theresa is starting to reschedule classes. We have received the most requests for the Intensive Tile Making class and have scheduled 3 opportunities for you to sign up.

We have also had requests for advanced classes (post intensive). Suggestions have been made for classes focusing on flower or animal decoration. These would probably be 2 day classes. Please let us know if you are interested.

Intensive Tile Making Workshop- $675
April 5-10: Open to 6 participants
April 26-May 1: Open to 8 participants
June 7- 12: Open to 10 participants
Times: 2pm to 7pm Monday through Friday and Saturday 10am to 4pm.

Our beginner's tile making workshop is designed as an introduction to Santa Theresa style tile making. It covers all the basics of cutting, glazing and firing clay into individual shaped, decorated tiles.
We cover the following topics
1 - clay bodies, how to roll, cut, and dry tiles
2 - glazes, underglazes, and how to detail.
3 - basic firing principles and kiln loading
No art experience is necessary. This course teaches how to make ceramic tile and is designed to help students develop the skills needed to create mosaic masterpieces using tiles they make themselves.
All materials, instruction, and firings are included. Each student receives a basic set of tools.
Please phone 520-623-8640 or email customerservice@santatheresatileworks.com for more information.
Our hours are Wednesday thru Saturday 10am to 4pm. See less

Write a comment...

Santa Theresa Tile Works - Downtown Tucson
July 19, 2021 ·

Arizona Sunset workshop!!!
The second sunset workshop will be held Friday, July 23, 11 - 3pm. (We had to cancel the workshop on July 25.) There are plenty of spaces if you are interested.
Fees are the same.
8 x 8 in $148
10 x 10 in $202
6" x 15" in $195
Arizona shape $165 See less

52 3 Comments

Like Comment Share

Most relevant

Scott Krystyna Black
Am assuming Arizona shape is the outline of our state. What's the closest size?
Like Reply 35w
1 Reply

Leigh Ann Lewandowski Hogan
What if we can't stay the entire time? Could we come early or return another day to finish? This looks like something amazing to do with my son, however, he has a prior commitment that afternoon. The 25th was a perfect day for us. 😉
Like Reply 35w Edited

Write a comment...

Search Facebook

Kate

Santa Theresa Tile Works - Downtown Tucson

@STTW.handmadetile · 4.8 (60 reviews) · Arts & Crafts Store

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6 pins

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33 pins

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6 pins

Donor Recognition Walls/...
14 pins

Fish Pond
6 pins

Fun With Santa Theresa T...
11 pins

Handmade Ceramic Orna...
12 pins

Handmade Tiles and Mos...
73 pins

I made it!!!!!
45 pins

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Santa Theresa Tile Works - Downtown Tucson

@STTWhandmadetile · 4.8 (50 reviews) · Arts & Crafts Store

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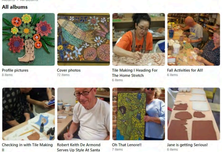
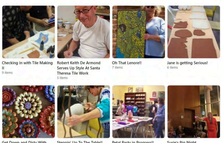
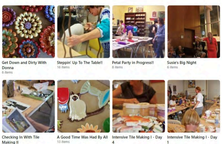


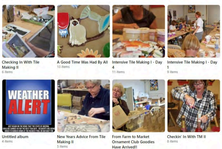
Profile pictures 1 items · Cover photos 12 items · Tile Making I Heading For The Home Stretch 6 items · Fall Activities for All! 6 items



Checking in with Tile Making 8 10 items · Robert Kolb On Around Jerseys Up Style At Santa Theresa Tile Work 1 item · Oh That Lanoro!! 1 item · Jane is getting Serious! 6 items

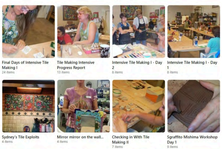


Get Down and Dirty With Donna 4 items · Steppin' Up To The Table!! 10 items · Petal Party in Progress!! 8 items · Susie's Big Night 6 items

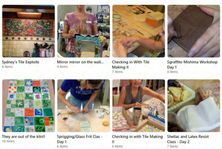


Checking In With Tile Making 8 4 items · A Good Time Was Had By All! 3 items · Intensive Tile Making I - Day 4 6 items · Intensive Tile Making I - Day 5 6 items

Untitled album 0 items · New Years Advice From Tile Making II 1 item · Front Form to Market Ornament Club Goodies Have Arrived! 1 item · Checkin' in With TM II 6 items

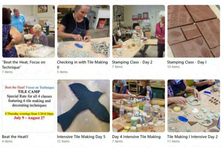


Final Days of Intensive Tile Making I 4 items · Tile Making Intensive Progress Report 14 items · Intensive Tile Making I - Day 2 6 items · Intensive Tile Making I - Day 3 6 items

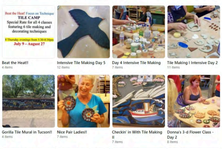


Sydney's Tile Exploits 6 items · Mirror mirror on the wall... 4 items · Checking in With Tile Making II 4 items · Sgraffito Mahimna Workshop Day 1 6 items

They are out of the kiln! 10 items · Sprigging/Glass Frit Clas - Day 1 4 items · Checking in with Tile Making 8 6 items · Stellar and Lates Resist Class - Day 2 7 items

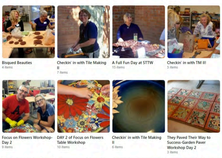


'Rust the Heat, Focus on Technique' 7 items · Checking in with Tile Making 8 6 items · Stamping Class - Day 2 7 items · Stamping Class - Day 1 10 items



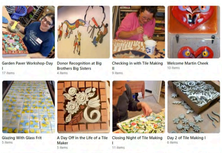
Beat the Heat!! 4 items · Intensive Tile Making Day 1 4 items · Day 4 Intensive Tile Making 6 items · The Making I Intensive Day 2 6 items

Vanilla Tile Mural in Tucson!! 6 items · Nice Pair Ladies!! 7 items · Checkin' in With Tile Making 8 7 items · Donna's 3 D Flower Class - Day 2 6 items



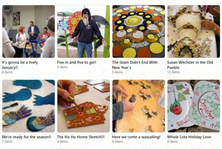
Bisqued Beauties 4 items · Checkin' in with Tile Making 8 6 items · A Full Fun Day at STTW! 10 items · Checkin' in with TM II! 6 items

Focus on Flowers Workshop - Day 2 10 items · Diff 2 of Focus on Flowers Table Workshop 10 items · Checkin' in with Tile Making 8 6 items · 'They Paved Them Way To Tuscany Garden Resist Workshop Day 2 9 items

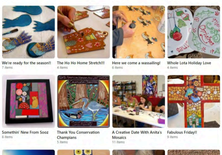


Garden Fever Workshop Day 1 7 items · Donor Recognition at Big Brothers Big Sisters 4 items · Checking in with Tile Making 8 6 items · Welcome Martin Cheek 10 items

Glazing With Gina Frit 4 items · A Day Off in the Life of a Tile Maker 6 items · Closing Night of Tile Making I 7 items · Day 2 of Tile Making I 8 items

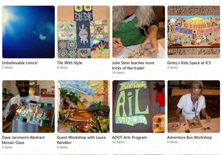


It's gonna be a lovely January!! 6 items · Free in and free to go!! 7 items · The Gum Didn't End With New Year's 10 items · Susie Wichmeier in the Old Pueblo 10 items

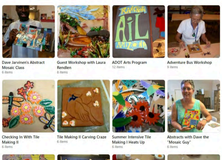


We're ready for the season! 6 items · The Ins Ins Home Stretch!! 4 items · Here we come a wassailing! 6 items · Whole Lota Holiday Love 6 items

Somethin' New From Sooz 7 items · Thank You Conservation Champions 7 items · A Creative Date With Anita's Minaits 7 items · Fabulous Friday!! 6 items

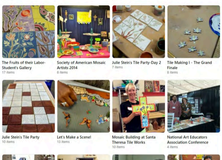


Unbelievable colors! 10 items · Tile With Style 10 items · Julie Sein's teaches more tricks of the trade! 10 items · Ginny's Kids Spend at ICS 6 items



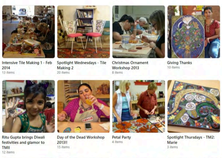
Dave Jacobson's Abstract Mosaic Class 6 items · Guest Workshop with Laura Rendlen 6 items · ADOT Arts Program 10 items · Adventure Box Workshop 9 items

Checking In With Tile Making II 6 items · Tile Making II Carving Craze 6 items · Summer Intensive Tile Making I Heats Up! 6 items · Abstracts with Dave the 'Mosaic Guy' 7 items



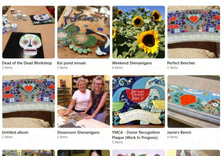
The Fruits of their Labor - Student's Gallery 10 items · Society of American Mosaic Artists 2014 8 items · Julie Sein's Tile Party Day 2 10 items · 'Tile Making I - The Grand Finale' 9 items

Julie Sein's Tile Party 10 items · Let's Make a Scene! 10 items · Mosaic Building at Santa Theresa Tile Works 10 items · National Art Educators Association Conference 8 items



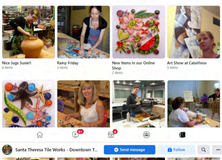
Intensive Tile Making I - Feb 2014 10 items · Spotlight Wednesdays - Tile Making 2 10 items · Christmas Ornament Workshop 2013 10 items · Giving Thanks 10 items

Rita Gayle brings Diwali festivities and glamor to TMII 10 items · Day of the Dead Workshop 2013? 10 items · Petal Party 8 items · Spotlight Thursdays - TMII Movie 8 items



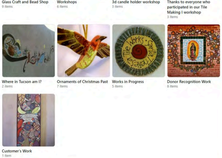
Dead of the Dead Workshop 8 items · Kai pond mosaic 8 items · Weekend Shenanigans 8 items · Perfect Benches 8 items

Untitled album 0 items · Showroom Shenanigans 8 items · YMCA - Donor Recognition Plaque (Work In Progress) 8 items · Jamie's Bench 8 items



Nice Cage Guide!! 8 items · Ramp Friday 8 items · New Items in our Online Shop 8 items · Art Show at Catalinas 8 items

Glass Craft and Bead Shop 8 items · Workboxes 8 items · Sri Lanka holder workshop 8 items · Thanks to everyone who participated in our Tile Making I workshop 8 items



Where in Tucson am I? 8 items · Ornaments of Christmas Past 8 items · Works in Progress 8 items · Donor Recognition Work 8 items

Customer's Work 1 item

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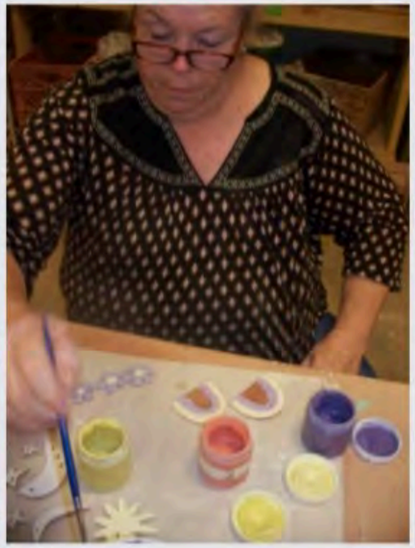

Santa Theresa Tile Works - Downtown Tucson's albums

Checkin' In With TM II

Back from her European vacation, Mary treated us with Prosecco and strawberrycello...Yum!! Thanks Mary! And thanks to Lenore for bringing the pumpkin chocolate cake. We were well fortified for an evening of creativity.

November 12, 2015 ·

49 4 Comments 3 Shares

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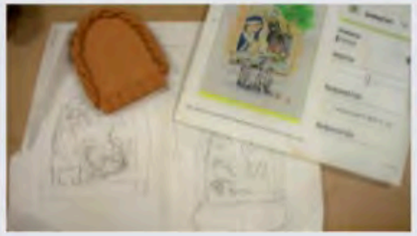

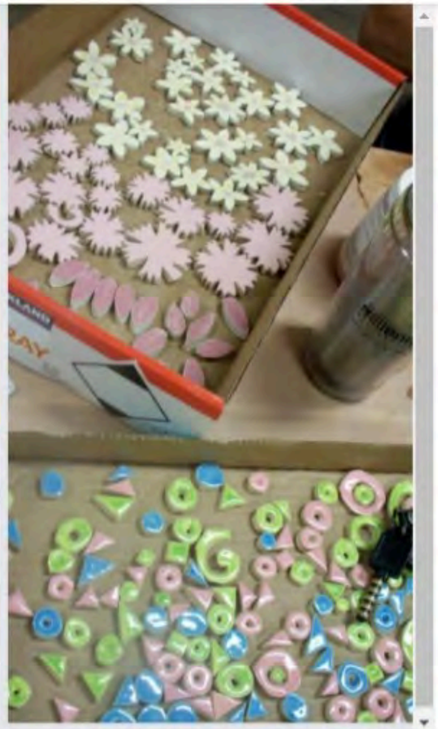

Santa Theresa Tile Works - Downtown Tucson's albums

Checking in with Tile Making II

Inspite of the daunting heat yesterday, there was plenty of activity in our classroom last night. Here's a look of what was going on.

August 6, 2015 ·

14 4 Comments

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Santa Theresa Tile Works - Downtown Tucson
October 24, 2013 ·

Dahlia shows off her multi tasking skills. We love you Dahlia!!

8 4 Comments

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Most relevant

Author
Santa Theresa Tile Works - Downtown Tucson
I agree Stephanie Scherer Walker.
I'll tell Donna she owes ya! -Kristine
Like Reply 8y

Linda M Thatcher
I want to work like Dahlia!!! So cute!
Like Reply 8y

Cindy Pegues
need a straw!
Like Reply 8y

Stephanie Scherer Walker
Sangria for the day class!
Like Reply 8y

Write a comment...

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Santa Theresa Tile Works - Downtown Tucson's albums

Day of the Dead Workshop 2013!!

A good time was had by all-good company, Donna's sangria, and a whole lot of mischief!

October 24, 2013 ·

54 9 Comments 7 Shares

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Santa Theresa Tile Works - Downtown Tucson
October 24, 2013 ·

Laura and Sally flash their movie star smiles! You gals are superstars!

Santa Theresa Tile Works - Downtown Tucson
November 8, 2013 ·

Sheila flashes her movie star smile.

2 Comments

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Pamela Powers Hannley
Hard at work.
Like Reply 8y

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Final Days of Intensive Tile Making I

It was full steam ahead Monday and Tuesday. Now all the tiles have been bedazzled and fired, and our lovely tile makers have packed up their things and are on there way home. We already miss them!! Thanks everyone. We enjoyed having you in our classroom and are looking forward to seeing where your tile exploits will take you.

September 30, 2015 ·

18 8 Comments 1 Share

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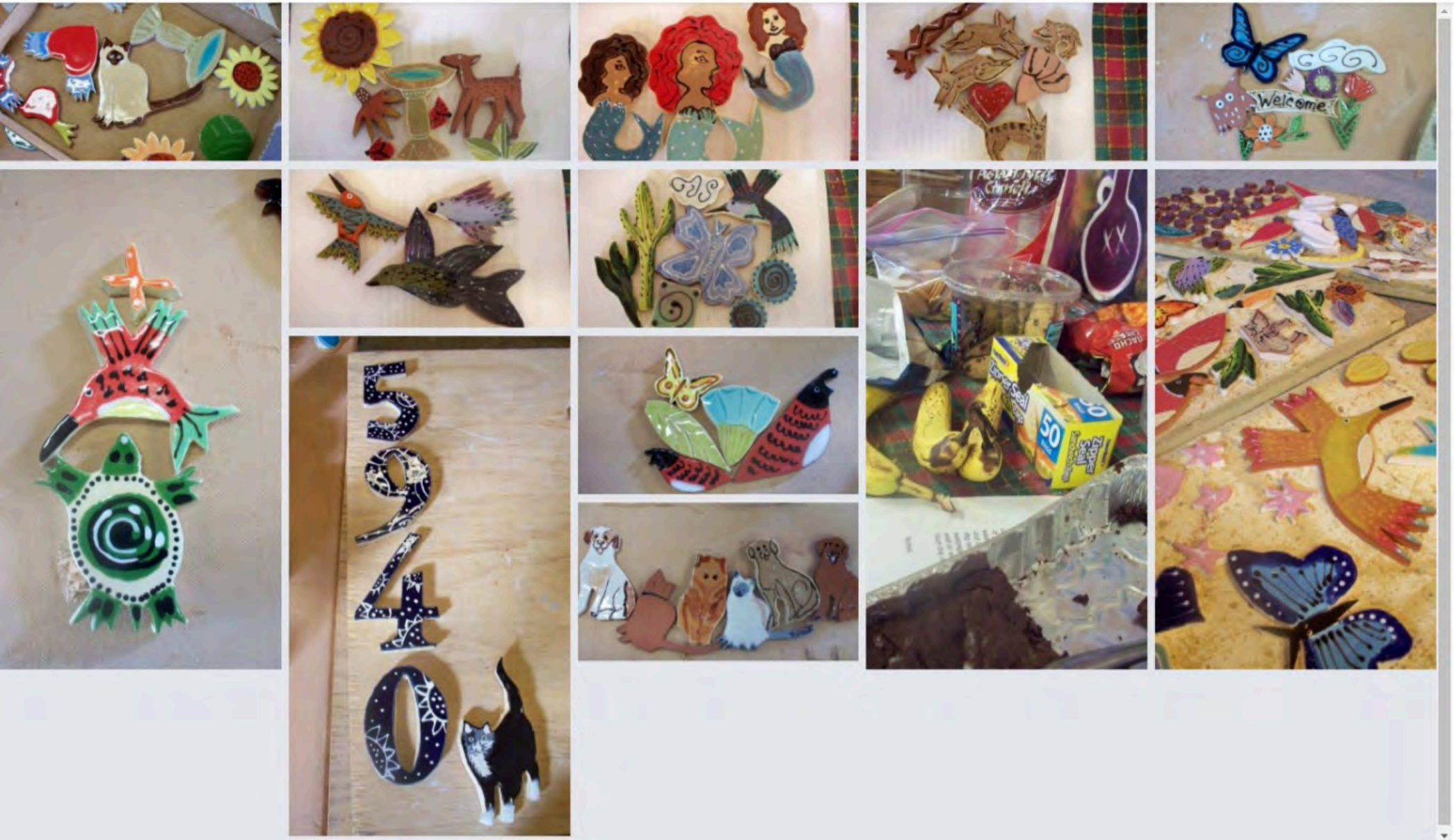

Santa Theresa Tile Works - Downtown Tucson's albums

A Good Time Was Had By All

We had to say goodbye to all our lovely tile makers in Tile Making Intensive. They were a wonderful bunch and greatly over achieved in the areas of snacking and cat and dog tiles! We really enjoyed them and they made a whole lot of beautiful tiles!!! So long ladies.We'll miss you. Keep tilin'!!

March 3, 2016 ·

36 3 Comments 2 Shares

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JUST HEARD ON THE NEWS THAT THE STATE OF ARIZONA COULD BE SUNNED-IN FOR THE NEXT FEW DAYS . RESIDENTS ARE BEING URGED TO HUNKER DOWN AT THE NEAREST POOL OR BAR WAIT FOR FURTHER INSTRUCTIONS.

Santa Theresa Tile Works - Downtown Tucson
February 16, 2016 ·

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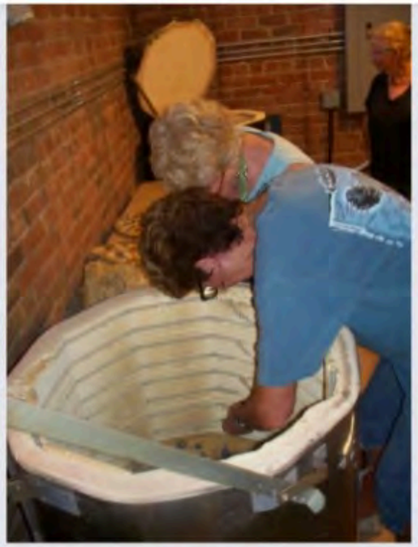

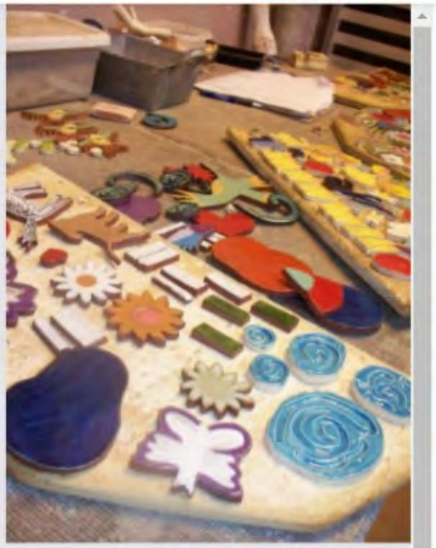

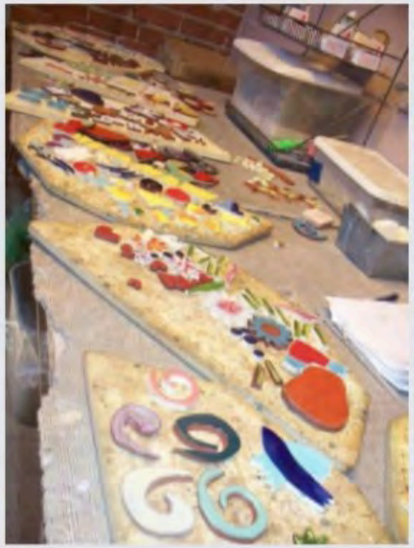
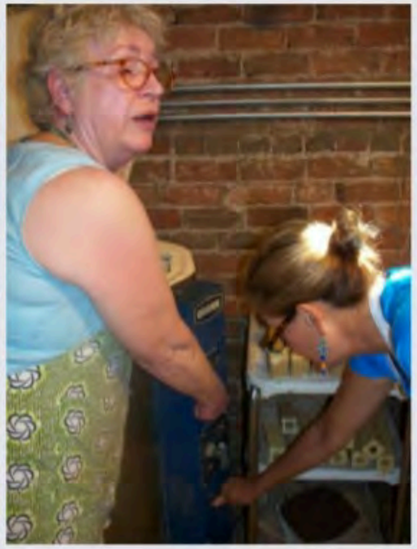

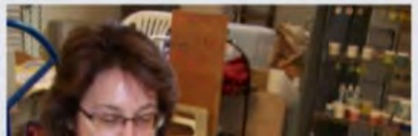

Santa Theresa Tile Works - Downtown Tucson's albums

Tile Making Intensive Progress Report

Our Intensive Tile Making I class is taking the day off today. They've been working hard and will be back at it on Monday. Friday they learned about loading and firing a kiln, and began detailing their glazed tiles. Yesterday was an optional open studio day for those who wanted to keep their nose to the grind stone. One thing is for sure, that mountain of clay that Donna rolled out for the class Tuesday is sure looking more like a bunny hill!

September 27, 2015 ·

13 3 Comments 2 Shares

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Petal Party

It's the weekend! Hope you are all having a good one. Customer Mary Primeau was having a good time. We finished fabricating the tiles for her garden tables, so she brought a friend along and had a "petal party" in our classroom. The ladies made good progress, but there is still work ahead! They're doing a great job!! To be continued.....

August 3, 2013 ·

21 2 Comments 1 Share

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Author
Santa Theresa Tile Works - Downtown Tucson
You betcha! Can't wait to see what they come up with. Mary has a wonderful color sense. She's having a great time and it has been fun creating the pieces for her.-Kristine (Santa Theresa Tile Maker/Instructor.

Like Reply 8y

Author
Santa Theresa Tile Works - Downtown Tucson
Thanks **Julie Castleberry Nuñez**! Mary has been coming to our showroom for a few years now. She's seen other people working on their own projects and is finally embarking on her own adventure. She's having a lot of fun. It's delightful to see.-Kristine

Like Reply 8y

Prashanthi Injeti
I want to learn.

Like Reply 8y

Author
Santa Theresa Tile Works - Downtown Tucson
We have ongoing classes all year long, if you interested. You can register on our website - www.santatheresatileworks.com/workshops or call us and we can help register you. 520-623-8640.

SANTATHERESA...ILEWORKS.COM
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Like Reply 8y

Julie Castleberry Nuñez
Just wonderful!

Like Reply 8y 2

Most Relevant is selected, so some comments may have been filtered out.

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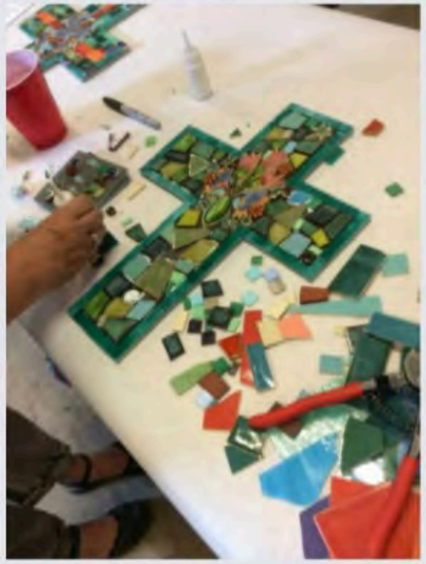

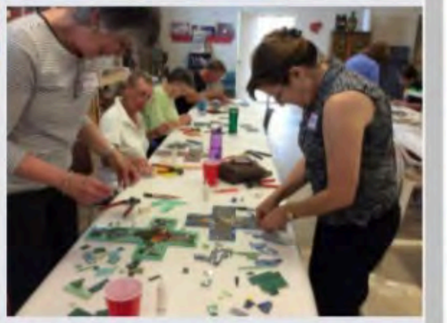

Santa Theresa Tile Works - Downtown Tucson's albums

Mosaic Building at Santa Theresa Tile Works

There was no shortage of creativity in our classroom today. Dave, aka the Mosaic Guy, came down from Phoenix to teach a mosaic class that incorporated traditional mosaic tequniques with our very own Santa Theresa style tile. Looks like everyone had a great time!!

April 11, 2014 ·

45 8 Comments 2 Shares

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Intensive Tile Making 1 - Feb 2014

Candid shots of our week-long intensive tile making class in Feb 2014

November 22, 2013 ·

8

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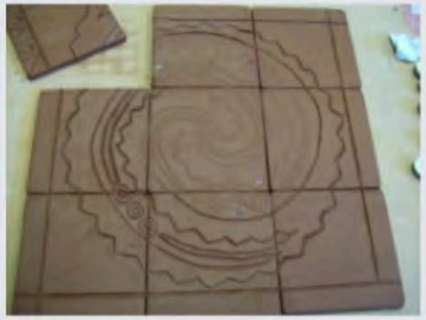

Santa Theresa Tile Works - Downtown Tucson's albums

Julie Stein's Tile Party

It was a party last Saturday in our classroom. The fabulous painter and ceramic artist Julie Stein took some time out of her busy schedule to teach a carving techniques class. The participants have now carved their designs and will come back this Saturday to glaze their tiles. We'll keep you posted on their progress!

April 21, 2014 ·

27 10 Comments

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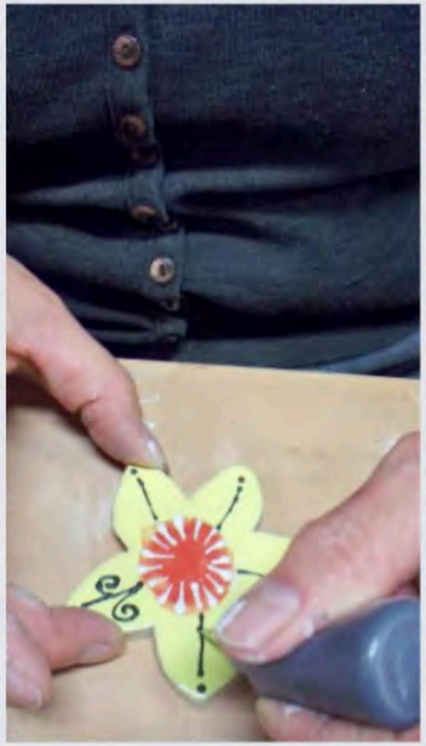

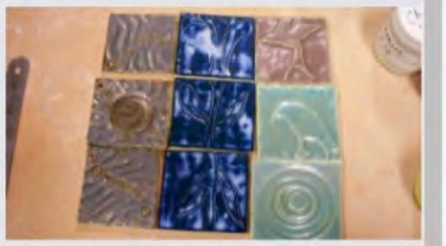
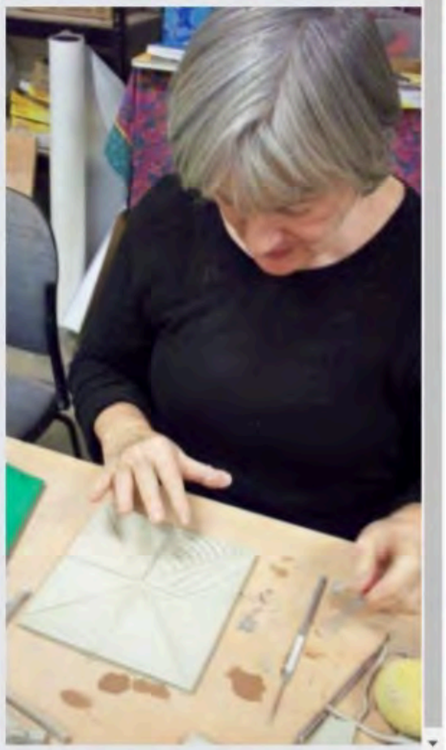

Santa Theresa Tile Works - Downtown Tucson's albums

Closing Night of Tile Making I

Finishing touches, touching up and making plans were the main activities last night. Ok, there was also some sangria swilling and snack eating as well. It was a really fun group. We'll miss them, but a few are coming back for TM II. Thanks everyone! You did a great job. Hope you had fun, because we sure did!!

January 30, 2015 ·

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Santa Theresa The Martini - Downtown Tucson > **Santa Theresa The Martini - Downtown Tucson**
Friday at 2:00 PM

We are ecstatic about our partnership with Big Red Bakery in Jerome. Stop in for cake, bread, scones, cookies, and pastries! Tell them we sent you! #BigRedBakery #Jerome #Cake #Bakery

0:17

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Santa Theresa The Martini - Downtown Tucson
Friday at 2:00 PM

Today is Number 47 for Bakery Crew, celebrating with a plate of cute after finishing her shift. Thank you for your hard work, Bakery Crew! Stop in for a delicious treat and celebrate with them! Tag a friend who is a product of the Bakery Crew! #Cake #Bakery

0:17 · 2 Comments · 1 Share

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Santa Theresa The Martini - Downtown Tucson > **Santa Theresa The Martini - Downtown Tucson**
Friday at 2:00 PM

Happy Hour is back! #Happyhour #Happy #Happyhour #Happyhour #Happyhour

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4.8 out of 5 ⓘ

Based on 17 reviews · 0 in last 30 days

Do you recommend Santa Theresa Tile Works - Downtown Tucson?

Yes
No

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Lucia Mendez recommends **Santa Theresa Tile Works - Downtown Tucson**.
August 12, 2021 at 1:00 PM ·

Great place to visit and get a custom tile. Or buy off the shelf from them. We very happy about our custom tile! It's gorgeous.

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Sylvia Gomez Raphael recommends **Santa Theresa Tile Works - Downtown Tucson**.
July 2, 2021 · Downtown Tucson ·

Very nice and a lot of fun. My grandson wanted I said I said to do it. Great job.

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Kenneth Ward recommends **Santa Theresa Tile Works - Downtown Tucson**.
July 1, 2021 ·

I have been wanting to do a custom tile but decided to make it after seeing some amazing tile work today. I was in the area and decided to stop in and see what they had to offer. I ended up making a tile for my mom. It was a great experience and I ended up making two more tiles. Jorge was very helpful and knowledgeable about the process. I would recommend this place to anyone looking for a custom tile. I will be back for more tiles in the future.

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Yvonne Ward recommends **Santa Theresa Tile Works - Downtown Tucson**.
June 30, 2021 ·

Jorge was amazing. He helped me make an appointment. Quick turnaround. Very knowledgeable about the process and tile. Will be back for more tiles. Thank you Jorge for your patience and kindness. Kenneth and Kelly (DVD). The amount is pending. The process of tile making is very fun and I would recommend it to anyone looking for a gift or for yourself. Kelly (DVD) Kenneth's wife and

Like · Comment · Share
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Kelly Ward recommends **Santa Theresa Tile Works - Downtown Tucson**.
July 1, 2021 ·

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Kenneth Ward recommends **Santa Theresa Tile Works - Downtown Tucson**.
June 30, 2021 ·

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I forgot to add that Jorge is a great guy. He helped me make a custom tile for my mom and I ended up making two more tiles. Jorge was very helpful and knowledgeable about the process.

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Jorge Ward recommends **Santa Theresa Tile Works - Downtown Tucson**.
June 30, 2021 ·

I forgot to add that Jorge is a great guy. He helped me make a custom tile for my mom and I ended up making two more tiles. Jorge was very helpful and knowledgeable about the process.

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Jorge Ward recommends **Santa Theresa Tile Works - Downtown Tucson**.
June 30, 2021 ·

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EXHIBIT 12

BREAKING: Gunman Opens Fire On Brooklyn Subway; At Least 10 Shot

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Tucson lights up on 4-20, sales tax helps public safety

According to the Arizona Department of Revenue, the state has collected more than $3.2 million in recreational taxes this year alone and more than $14.5 million

By Megan McNeil
Published: Apr. 20, 2021 at 6:35 PM MST

TUCSON, Ariz. (KOLD News 13) -It's a day for those who partake in marijuana to celebrate it. 4-20 is a bit of an unofficial marijuana holiday, and it's proving good for business at dispensaries.

"Yesterday and today have been the biggest days we've ever had," said Michael Crawford, CEO prime leaf dispensary.

Around 2,000 people shopped at Prime Leaf Dispensaries in Tucson Monday, and they expect around the same Tuesday as people line up to toke up. Being the first 4-20 since recreational marijuana was passed in Arizona, it's been exceptionally busy.

"This is the first time I've come to a dispensary on 420, and it's different," said Stephanie Victoria, who was shopping at Prime Leaf Tuesday. "It doesn't feel as taboo anymore."

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It's a time and date people use to refer to smoking cannabis. It got started decades ago when some California teens were looking for marijuana plants and spurred on by popular music.

"They would meet every day at 4:20 in the woods and try to find this stuff," said Crawford. "The Grateful Dead kind of grabbed onto it, and just kind of became this cult thing."

It is great for dispensary business but also public safety. Funds from marijuana sales go to public safety—per prop 207 that voters passed in the fall. According to the Arizona Department of Revenue, the state has collected more than $3.2 million in recreational taxes this year alone and more than $14.5 million in all marijuana sales. These figures are likely higher due to a delay in reporting. The city of Tucson said they have received about $100,000 of that, which will go to police and fire, but details on how it will be spent are still being ironed out. The Marana Police Department got about $60,000 to buy a new enforcement vehicle.

"Everybody's been waiting for this day," said Brian Warde, of Prime Leaf Dispensary. "This is a celebration for everybody that's been a part of this war on drugs, everybody that's been part of this conversation. This is the time to come in and celebrate a little bit and have some fun with it."

Law enforcement still reminds people that driving while high or impaired in any way is against the law—they urge people to be safe Tuesday.

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Tucson (Sierra Vista) KOLD

One year later: Recreational marijuana in Tucson

Allie Potter - Jan 19

8 Listen to this article

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TUCSON, Ariz. (KOLD News 13) - One year ago, dispensaries across Arizona opened their doors for recreational use.

Prop. 207 passed during the 2020 election, making it legal for adults in Arizona to purchase marijuana for recreational use.

In 2021, shops like Prime Leaf in midtown Tucson were given the green light to sell marijuana for recreational use. But, Michael Crawford and his team at Prime, rolled it out slowly.

Americans Over $25,000 In Debt May Qualify For Massive Relief
Ac Smarter Wallet

"While most people turned on adult use in January, we waited until March and April. We wanted to make sure we took care of our medical patients."

Crawford said that was the key to a successful year.

"Seeing about a 30 percent increase. Word is that it will increase even more as people become more comfortable shopping. We get new people every day that it is their first time in a dispensary. So as that happens, I think we will see a bigger and bigger increase."

According to the Arizona Dispensary Association, so far $196 million in tax revenue has been collected and around $45 million is going to the general fund. December numbers are not out yet.

"We likely never eclipsed a billion dollars in top line sales before going to adult use. We are on pace to approach if not clear $1.5 billion in total sales this calendar year," said Samuel Richard with Arizona Dispensary Association.

KOLD News 13's Allie Potter asked Richard if there was any sort of goal in mind for the first year.

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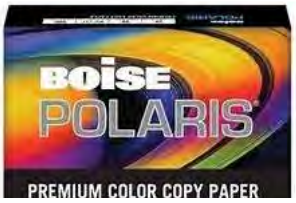

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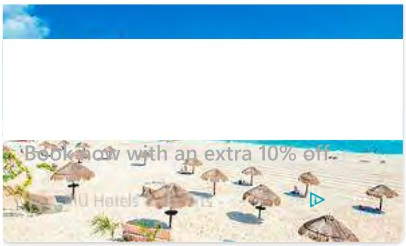

felony after going to the police station to retrieve her lost phone

A TikToker claimed she was charged with a felony after going to a police station to retrieve her lost phone. TikToker Colleen...

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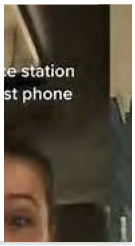

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EXHIBIT 13

Elisa Hamblin

From:	Michael Crawford <michael@crawfordazlaw.com>
Sent:	Thursday, October 21, 2021 3:05 PM
To:	Elisa Hamblin
Cc:	Mike Rankin; Ward6; Russlyn Wells; Steve Kozachik
Subject:	[EXTERNAL]Marijuana Dispensary expansion of premises issue - Downtown Dispensary
Attachments:	Imago Dei Lease.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Hi Elisa,

I see the Downtown Dispensary has finally (10/12/21) filed a Marijuana Use Application – Zoning Compliance Review ("Application"). In their Application, they fail to identify the Imago Dei Middle School's North Campus located at 440 N 6th Ave and 222B E 6th St., which is 100ft from their proposed expansion location. Imago Dei Middle School operates and teaches classes 100ft from the Downtown Dispensary. They have been doing so for years and continue to do so. (See attached Lease.) Cameron Taylor, the Head of School for Imago Dei, can confirm this.

As you know the law requires : **"The expansion of an existing medical marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the medical marijuana dispensary to the closest property line of a school."** City of Tucson - UDC 4.9.9 (E)(1)(j).

Based on this, the Downtown Dispensary is prohibited from expand their current location and their Application should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and the City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as, Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they cannot legally expand at their current location.

I would appreciate being updated about the status of this Application.

Again, Karma is alive and well.

Thank you.

Michael J. Crawford
Attorney

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Thursday, August 5, 2021 2:24 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Elisa,

I see that 221 E 6th Street has pulled construction permits (#T21CM05739 and T21CM05662 - Parcel: 117042710) on July 12th and 14th.

I have not seen where they have applied for a zoning compliance application marijuana dispensary approval to expand their Dual license marijuana dispensary. Have they done this?

As I told you before Imago Dei Middle School operates and teaches classes 100ft from the Downtown Dispensary. They have been doing so for years and continue to do so. (See attached Lease.)

Based on this, any attempt by the Downtown Dispensary to expand their current location should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and the City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as, Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they cannot legally expand at their current location.

Thank you.

Michael J. Crawford
Attorney

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From: Michael Crawford
Sent: Monday, August 2, 2021 1:48 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Thank you Elisa.

Michael J. Crawford
Attorney

Crawford Law

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From: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Sent: Monday, August 2, 2021 12:38 PM
To: Michael Crawford <michael@crawfordazlaw.com>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Michael,
Thank you for reaching out. We are working on getting our records updated on these permits, at least from the last few years. I'm not sure about anything prior to 2018 as that was before my tenure with the City. I will direct our staff to determine if we need to make corrections in our records or mapping.

Best,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Wednesday, July 14, 2021 11:48 AM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: [EXTERNAL]RE: Marijuana expansion of premises issue - Downtown Dispensary

Hi Elisa,

Hey, I was checking out map you sent me (thanks again!) and it looks like an application for a dispensary was submitted for 5851 E Speedway. It says Plan CK. What does that mean? I can't find application online. Is it online somewhere?

Also, the map does not show all MMJ applications. For example, it doesn't show our speedway store at 4220 E speedway from 2017 but does show the Downtown Dispensaries App from 2015? Is there a reason for this?

Thank you.

Michael J. Crawford
Attorney

Crawford Law

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
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From: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Sent: Thursday, June 17, 2021 5:05 PM
To: Michael Crawford <michael@crawfordazlaw.com>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells

<Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Michael,
I have not seen any new applications for the Downtown Dispensary location at 221 E 6th St. Likewise, I have not seen any new application for Desert Bloom location at 8060 E 22nd St.

If they sent in general inquiries, we might have told them what their issues might be. I really only track formal applications.

You may view all Marijuana Use permits on our online mapping system by following these instructions:

1. Visit https://maps2.tucsonaz.gov/Html5Viewer/?viewer=maptucson
2. On the left hand menu, select "Layers"
3. In the Layers, select "Permits, Licenses & Code"
4. Select "Special Approvals"
5. Select "Medical Marijuana"
6. Select "Medical Marijuana Permits"

You can then zoom to any property you have questions on and view the status of their permits.

Hope this helps,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Monday, June 14, 2021 4:37 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: [EXTERNAL]RE: Marijuana expansion of premises issue - Downtown Dispensary

Hi Elisa,

Just wondering if they Downtown Dispensary has requested an expansion yet?

I heard Desert Bloom was denied on their expansion request because of a school issue, is that right?

Thank you.

Michael J. Crawford
Attorney

34 W Franklin Street
Tucson AZ 85701

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F 520.844.0352
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From: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Sent: Wednesday, April 7, 2021 4:37 PM
To: Michael Crawford <michael@crawfordazlaw.com>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Michael,
Thank you for your email. I handle the reviews for all zoning compliance requests on expansions or approvals for facilities. I have not seen anything in for Downtown Dispensary.
Best,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Wednesday, April 7, 2021 3:56 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>
Subject: [EXTERNAL]Marijuana expansion of premises issue - Downtown Dispensary

Elisa,

I just want to put the city on notice, that it is my understanding the Downtown Dispensary is planning on trying to expand their current location. However, there is a private middle school that teaches classes within 100 feet of their current and proposed expansion location.

Imago Dei Middle School owns and operates Santa Theresa Tile Works, located at 440 N. 6th Street, Tucson AZ 85705. In addition to operating the business, Imago Dei has been teaching classes to middle schoolers at that location for years and is still doing so. Cameron Taylor, the Head of School for Imago Dei, can confirm this.

Based on this, any attempt by the Downtown Dispensary to expand their current location should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they can not legally expand at their current location.

Anyway, wanted to give you a heads up in case the Downtown Dispensary applies for an expansion of its premises and fails to apprize you of the Imago Dei's School being withing 500ft of their location.

Karma is alive and well.

Michael J. Crawford
Attorney

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
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F 520.844.0352
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LEASE

ARTICLE 1.00 BASIC LEASE TERMS

1.01 Parties. This Lease agreement ("Lease") is entered into by and between the following Lessor and Lessee:

Lessor: 6th & 6th Holding Co., L.L.C., an Arizona limited liability company; and

Lessee: Imago Dei Middle School
55 North Sixth Avenue
Tucson, AZ 85701

1.02 Demised Premises. In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets and demised to Lessee the following described premises ("Leased Premises"), located at (refer to Addendum 2) Tucson, Arizona 85705, which Leased Premises is a part of the Bookmans Building situated at the Southeast corner of 6th Avenue and 6th Street, Tucson, Arizona. The portion of the Bookmans Building which comprises the Leased Premises is depicted on Exhibit A, attached hereto and incorporated herein by reference.

1.03 Term. Subject to and upon the conditions set forth herein, the term of this Lease shall commence on November 1, 2017. Such date shall be referred to as the "Commencement Date." The term of this Lease shall begin upon Commencement Date and shall terminate _____ months (the "Term") thereafter (the "Initial Termination Date"). If the Commencement Date should be established on a day other than the first day of the month, the Initial Termination Date shall be the last day of the month that is _____ months after the Commencement Date.

1.04 Base Rent and Security Deposit. Base rent, as increased during the Term, are as follows:

Months 1-12:	$ 1,667.00;
Months 13-24	$ 1,852.00;
Months 25-36	$ 2,037.00;
Months 37-48	$ 2,222.00;
Months 49-60	$ 2,407.00.
Security deposit:	$ 1,667.00.

These amounts are the base rent and do not include applicable operating costs, sales tax, real estate taxes, insurance or other costs associated with "triple net" leases, which are addressed below.

1.05 Addresses.

Lessor's Address:

6th & 6th Holding Co., L.L.C.
c/o Leslie Gamble
440 N. 6th Avenue
Tucson, Arizona 85705

Lessee's Address:

55 N. 6th Avenue
c/o Cameron Taylor
Tucson, Arizona 857 01

1.06 Permitted Use. Operation of arts business and related services and for no other purpose.

1.07 Operating Expense Payment; Lessee's Proportionate Share. Lessee shall pay as additional rent Lessee's Proportionate Share of all operating expenses (see section 2.02). Lessee's Proportionate Share is: 23.8 %, which is the percentage of the square footage of the Bookmans Building leased to Lessee under this Lease.

1.08 Lessee's Trade Name. Santa Theresa TileWorks, Inc.

1.09 Condition of Leased Premises. Lessee accepts the Leased Premises in "as is" condition, without representation or warranty of any kind by Lessor.

ARTICLE 2.00 RENT

2.01 Base Rent. Lessee agrees to pay monthly as base rent during the term of this Lease the sum of money set forth in section 1.04 of this Lease, which amounts shall be payable to Lessor at the address shown above in lawful money of the Untied States. One monthly installment of rent shall be due and payable on the date of execution of this Lease by Lessor for the first month's rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date during the term of this Lease, provided, if the Commencement Date should be a date other than the first day of a calendar month, the monthly rent set forth above shall be prorated to the end of the calendar month, and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the term of this Lease. Lessee shall pay, as additional rent, all other sums due under this Lease.

2.02 Operating Expenses. Lessee shall also pay as additional rent, on a monthly basis together with payment of the base rent, Lessee's Proportionate Share, as set forth in Section 1.07, of all operating expenses of Lessor for the Bookmans Building. Lessor may invoice Lessee monthly for Lessee's Proportionate Share of the estimated operating expenses for each calendar year, which amount shall be adjusted each year based upon anticipated operating expenses. Within six (6) months following the close of each calendar year, Lessor shall provide Lessee an

accounting showing in reasonable detail all computations of additional rent due under this section. In the event the accounting shows that the total of the monthly payments made by Lessee exceeds the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by a refund or a credit against future rents due, in Lessor's sole discretion. In the event the accounting shows that the total of the monthly payments made by Lessee is less than the amount of additional rent due by Lessee under this section, then the accounting shall be accompanied by an invoice for the additional rent. Lessee shall pay such additional sums to Lessor within fifteen (15) calendar days of receipt of such invoice. Notwithstanding any other provision in this Lease, during the year in which this Lease terminates, Lessor, prior to the termination date, shall have the option to invoice Lessee for Lessee's Proportionate Share of the operating expenses based upon the previous year's operating expenses. If this Lease shall terminate on a day other than the last day of a calendar year, the amount of any additional rent payable by Lessee applicable to the year in which the termination shall occur shall be prorated on the ratio that the number of days from the commencement of the calendar year to and including such termination date bears to 365. Lessee shall have the right, at its own expense and within a reasonable time, to audit Lessor's books relevant to the additional rent payable under this section.

2.03 Definition of Operating Expenses. The term "operating expenses" includes all expenses incurred by Lessor with respect to the maintenance and operation of the Bookmans Building, including, but not limited to, the following: (1) maintenance, repair, replacement and materials costs; (2) security, trash and snow removal; (3) landscaping and lawn maintenance; (4) all services, utilities, supplies, materials, repairs, replacements or other expenses for maintaining and operating parking and landscaping areas; (5) the cost, including interest, amortized over its useful life, of any capital improvement made to the Bookmans Building by Lessor after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Bookmans Building at the time it was constructed; (6) the cost, including interest, amortized over its useful life, of installation of any device or other equipment which improves the operating efficiency of any system within the Bookmans Building and thereby reduces operating expenses; (7) all other expenses which would generally be regarded as operating and maintenance expenses; (8) all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owners' associations which accrue against the Bookmans Building during the term of this Lease, and all privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, occupational license taxes, personal property taxes and other governmetal imposition or charges of every kind and nature whatsoever; and (9) all insurance premiums Lessor is required to pay or deems necessary to pay, including public liability insurance, with respect to the Bookman's Building. The term operating expenses does not include the following: (1) income and franchise taxes of Lessor, (2) expenses incurred in leasing to or procuring of Lessees, leasing commissions and advertising expenses and expenses; (3) interest or principal payments on any mortgage or other indebtedness of Lessor; (4) compensation paid to any employee of Lessor; or (5) any depreciation allowance or expense.

2.04 Late Payment Charge. Other remedies for nonpayment of rent notwithstanding, if the monthly rental payment is not received by Lessor on or before the fifth (5th) day of the month for which the rent is due, or if any other payment due Lessor by Lessee is not received by Lessor on or before the fifth (5th) day of the month next following the month in which Lessee was invoiced, a late payment charge of five percent (5%) of such past due amount shall become due and payable in addition to such amounts owed under this Lease.

2.05 Increase in Insurance Premiums. If an increase in any insurance premiums paid by Lessor for the Bookmans Building is caused by Lessee's use of the Leased Premises in a manner other than as set forth in Section 1.06, of if Lessee vacates the Leased Premises and causes an increase in such premiums, then Lessee shall pay as additional rent the amount of such increase to Lessor.

2.06 Security Deposit. The security deposit set forth above shall be held by Lessor for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in case of default by Lessee. Upon the occurrence of any event of default by Lessee or breach by Lessee of Lessee's covenants under this Lease, Lessor may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Lessor as a result of the event of default or breach of covenant, and any remaining balance of the security deposit shall be returned by Lessor to Lessee upon termination of this Lease. If any portion of the security deposit is so used or applied, Lessee shall upon ten days written notice from Lessor, deposit with Lessor by cash or cashier's check an amount sufficient to restore the security deposit to its original amount.

2.07 Holding Over. In the event that Lessee does not vacate the Leased Premises upon the expiration or termination of this Lease, Lessee shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as base rental for the period of such holdover an amount equal to 150% times the base rent which would have been payable by Lessee had the holdover period been a part of the original term of this Lease. Lessee agrees to vacate and deliver the Leased Premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the holdover period shall be payable to Lessor on demand. No holding over by Lessee whether with or without the consent of Lessor shall operate to extend the term of this Lease.

ARTICLE 3.00 OCCUPANCY AND USE

3.01 Use. Lessee warrants and represents to Lessor that the Leased Premises shall be used and occupied only for the purpose set forth in Section 1.06. Lessee shall conduct business only under the trade name set forth in Section 1.08, or such other name as approved by Lessor in writing, which shall not be unreasonably withheld. Lessee shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance or interfere with other tenants of the Bookmans Building. Lessee shall not permit any operation which emits any odor or matter which intrudes into other portions of the Bookmans Building, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Bookmans Building or otherwise interfere with, annoy or permit any waste on the Bookmans Building or the Leased Premises nor allow the Leased Premises to be used in any way which would, in the opinion of Lessor, violate any zoning codes, be hazardous on account of fire or which would in any way increase or render void the insurance on the Bookmans Building or the Leased Premises. Lessee

shall not permit the Leased Premises, or any portion thereof, to be used as a site for the storage, disposal, or use of any hazardous or toxic waste, substance, or material, or permit the Leased Premises to be contaminated by any hazardous or toxic waste, substance, or material. Lessee agrees that should any such material be discovered on the Leased Premises Lessee shall cause same to be removed by (and pay all costs thereof) a contractor approved by Lessor and any lender of Lessor.

3.02 **Signs.** Lessee shall not erect or affix any signs in, on or to the Leased Premises or the Bookmans Building without Lessor's prior written consent, which shall not be unreasonably withheld. All signs shall comply with the applicable Tucson City Code and ordinances relating to signage, and shall be kept in good condition and in proper operating order at all times. Lessee shall not alter, modify or remove any sign affixed to the Bookmans Building without Lessor's prior written consent. Lessee shall, at Lessee's expense, remove all signs at the termination of this Lease, and the installation and removal shall be in such manner as to avoid injury, defacement, or overloading of the Bookmans Building, the Leased Premises or other improvements.

3.03 **Compliance with Laws, Rules, and Regulations.** Lessee, at Lessee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition, or occupancy of the Leased Premises. Lessee shall, at its own expense, obtain all permits, licenses, and approvals required for use and operation of the Leased Premises.

3.04 **Warranty of Possession.** Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this lease, shall have possession of the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any other Lessee or third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

3.05 **Inspection.** Lessor or its authorized agents shall at any and all reasonable times have the right to enter the Leased Premises to inspect the same, to provide such maintenance service as may be required of Lessor pursuant to this Lease, to show the Leased Premises to prospective purchasers or Lessees, and to alter, improve or repair the Leased Premises or any other portion of the Leased Premises. Lessor shall use its best efforts to not unreasonably interrupt Lessee's business operation while making repairs. Lessor shall have the right to use any and all means which Lessor may deem proper to open any door in an emergency without liability therefor.

3.06 **Continuous Occupancy.** Lessee shall not at any time leave the Leased Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on the entire Leased Premises the type of business for which the Leased Premises are leased. Lessee shall operate its business in an efficient, high class and reputable manner with adequate personnel in attendance and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Leased Premises open to the public for business during customary and usual hours for similar stores in the community, except to the extent Lessee may

be prohibited from being open for business by applicable law, ordinance or governmental regulations.

3.07 **Prohibited Sales.** Lessee shall not sell any product in violation of applicable covenants, conditions or restrictions applicable to the Leased Premises, or any applicable law or ordinance.

3.08 **Prohibited Act.** Lessee shall not permit any objectionable or unpleasant odors to emanate from the Leased Premises, place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Leased Premises or where the same can be seen or heard from outside the Leased Premises, place any antenna, awning or other projection on the exterior of the Leased Premises, or do anything which would tend to injure the reputation of the Leased Premises or the Bookmans Building.

3.09 **Relationship of Lessor and Lessee.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

ARTICLE 4.00 UTILITIES AND SERVICE

4.01 **Building Services.** Lessor shall provide normal utility service connections to the Leased Premises. Lessee shall pay Lessee's Proportionate Share of the cost of all utility services, including, but not limited to, initial connection charges, all charges for gas, electricity, water, sanitary and storm sewer service, and for all electric lights, lamps or tubes. However, Lessor may, at Lessor's sole discretion, provide one or more utility services to the Leased Premises, in which event Lessee agrees to pay to Lessor the costs of such utilities or services as set forth in Sections 2.02 and 2.03. Lessor may, in its sole discretion, provide additional services or utilities not enumerated herein. Should any of the equipment or machinery break down, or for any cause cease to function property, Lessee shall use reasonable diligence to repair the same promptly, and Lessee shall have no claim for rebate of rent on account of any interruption of service occasioned from the repairs. Lessor reserves the right from time to time to make changes in the utilities and services provided by Lessor to the Leased Premises.

4.02 **Theft or Burglary.** Lessor shall not be liable to Lessee for losses to Lessee's property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises or the Leased Premises.

ARTICLE 5.00 REPAIRS AND MAINTENANCE

5.01 **Lessor Repairs.** Lessor shall not be required to make any improvements, replacements or repairs of any kind or character to the Leased Premises during the term of this

Lease; provided, however, Lessor shall be responsible only for the roof, downspouts, foundation, and the structural soundness of the exterior walls of the Bookmans Building, the fire sprinkler system which service the entire Bookmans Building, parking lot, and landscaping. Lessor's costs of maintaining the items set forth in this section are subject to the additional rent provisions in Section 2.02. Lessor shall not be liable to Lessee, except as expressly provided in this Lease, for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

5.02 **Lessee Repairs.** Lessee shall, at its sole cost and expense, maintain the Leased Premises and all systems within the Leased Premises in good repair and condition, including, but not limited to, windows, window glass, plate glass, storefront and doors, improvements and replacements thereof, plumbing, sanitary systems, heating, ventilating, air-conditioning systems and fire sprinkler systems which service only the Leased Premises, and electrical systems, signage, and any and all other repairs or maintenance necessary for the Leased Premises. If Lessee fails to make the repairs or replacements promptly as required herein, Lessor may, at its option, make the repairs and replacements and the costs of such repairs and replacements shall be charged to Lessee as additional rent and shall become due and payable by Lessee within ten (10) days from receipt of Lessor's invoice. Except to the extent, if any, prohibited by law, Lessee waives the right to make repairs at Lessor's expense under any law, statute or ordinance now or hereafter in effect. Lessee shall keep the Bookmans Building and the Leased Premises free from any liens arising out of any work and/or materials performed on or used on or in the Leased Premises.

5.03 **Lessee Damages.** Lessee shall not allow any damage to be committed on any portion of the Leased Premises or the Bookmans Building, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the Commencement Date of this Lease, broom clean, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by Lessee.

ARTICLE 6.00 ALTERATIONS AND IMPROVEMENTS

6.01 **Lessee Improvements.** Lessee shall not make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the written consent of Lessor, which consent may be conditioned or denied in the sole and absolute discretion of Lessor. Any alterations, physical additions or improvements to the Leased Premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, Lessor, at its option, may require Lessee to remove any physical additions and/or alterations with all costs to be borne by Lessee. This clause shall not apply to moveable equipment or furniture owned by Lessee, which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Lessor.

ARTICLE 7.00 CASUALTY AND INSURANCE

7.01 **Substantial Destruction.** If the Leased Premises should be totally destroyed by fire or other casualty, or if the Leased Premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

7.02 **Partial Destruction.** If the Leased Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Lessee to Lessor of the destruction, this Lease shall not terminate, and Lessor shall at its sole expense proceed with reasonable diligence to rebuild or repair the Leased Premises or other improvements to substantially the same condition in which they existed prior to the damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, employees, invitees or those for whom Lessee is responsible, the rent payable under this Lease during the period for which the Leased Premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Lessor fails to complete the necessary repairs or rebuilding within ninety working days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at is option terminate this Lease by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Lease shall cease to exist.

7.03 **Property Insurance.** Lessor shall at all times during the term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring the Leased Premises against all risk of direct physical loss in an amount equal to at least ninety percent of the full replacement cost of the Leased Premises structure and its improvements as of the date of the loss; provided, Lessor shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods, inventory or supplies) of Lessee upon or within the Leased Premises, any fixtures installed or paid for by Lessee upon or within the Leased Premises, or any improvements which Lessee may construct on the Leased Premises. Lessee shall have no right in or claim to the proceeds of any policy of insurance maintained by Lessor even if the cost of such insurance is borne by Lessee as set forth in Article 2.00.

7.04 **Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, Lessor and Lessee hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Leased Premises, improvements to the Leased Premises of which the Leased Premises are a part, or personal property within the Leased Premises, by reason of fire or the elements, regardless of cause or origin, including negligence of Lessor or Lessee and their agents, officers and employees. Lessor and Lessee agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this

section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

7.05 **Hold Harmless.** Lessor shall not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for an injury to person or damage to property on or about the Leased Premises caused by any act or omission of Lessee, its agents, servants or employees, or of any other person entering upon the Leased Premises under express or implied invitation by Lessee, or caused by the improvements located on the Leased Premises becoming out of repair, the failure or cessation of any service provided by Lessor (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises. Lessee agrees to indemnify and hold harmless Lessor of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury.

7.06 **Liability Insurance.** Lessee shall, at its sole expense, maintain at all times during the term of this lease public liability insurance with respect to the Leased Premises and the conduct or operation of Lessee's business therein with an insurance company rated A or higher by A. M. Best Co., naming Lessor, its agents and employees as an additional insured, with limits of not less than $2,000,000.00 for death or bodily injury to any one or more persons in a single occurrence and $1,000,000.00 for property damage. Lessee shall deliver a certificate of such insurance to Lessor on or before the Commencement Date and thereafter from time to time upon request. The policies shall provide no alterations or cancellation shall be effective until thirty (30) days after written notice thereof to Lessor.

7.07 **Business Interruption Insurance.** If requested by Lessor, Lessee shall obtain and keep in force during the Term of this Lease, as extended pursuant to any options granted herein, a policy of business interruption insurance payable to Lessor in an amount sufficient to cover any loss of rental income from the Leased Premises, and shall provide Lessor with a copy of such policy.

ARTICLE 8.00 CONDEMNATION

8.01 **Substantial Taking.** If all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right or eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which it is then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Lessee shall have no claim to the condemnation award or proceeds in lieu thereof. Lessee shall have the right to pursue its own claim with the condemning authority for Lessee's leasehold interest in the property only.

8.02 **Partial Taking.** If a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 8.01 above, Lessor shall at Lessor's sole risk and expense, restore and reconstruct the Leased Premises and other improvements on the Leased Premises to the extent necessary to

make it reasonably tenantable. The rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Lessee shall have no claim to the condemnation award or proceeds in lieu thereof. Lessee shall have the right to pursue its own claim with the condemning authority for Lessee's leasehold interest in the property only.

ARTICLE 9.00 ASSIGNMENT OR SUBLEASE

9.01 **Lessor Assignment.** Lessor shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Leased Premises. Any such sale, transfer or assignment shall operate to release Lessor from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer provided transferee assumes all obligations under the Lease.

9.02 **Lessee Assignment.** Lessee shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by transfer of a majority interest of stock, merger, or dissolution, which transfer of majority interest of stock, merger or dissolution shall be deemed an assignment) or mortgage or pledge the same, or sublet the Leased Premises, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, and in no event shall any such assignment or sublease ever release Lessee or any guarantor from any obligation or liability hereunder. No assignee or sublessee of the Leased Premises or any portion thereof may assign or sublet the Leased Premises or any portion thereof.

9.03 **Conditions of Assignment.** If Lessee desires to assign or sublet all or any part of the Leased Premises, it shall so notify Lessor at least thirty (30) days in advance of the date on which Lessee desires to make such assignment or sublease. Lessee shall provide Lessor with a copy of the proposed assignment or sublease and such information as Lessor might request concerning the proposed sublessee or assignee to allow Lessor to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublessee or assignee. Within fifteen days after Lessor's receipt of Lessee's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Lessor shall have the following options: (1) consent to the proposed assignment or sublease, and, if the rent due and payable by any assignee of sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the rent payable under this lease for such space, Lessee shall pay to Lessor all such excess rent and other excess consideration within ten days following receipt thereof by Lessee; or (2) refuse, in its reasonable discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Lessor gives Lessee written notice providing otherwise. Upon the occurrence of an event of default, if all or any part of the Leased Premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Lessee by reason of the assignment or sublease, and Lessor shall have a security interest in all properties on the Leased Premises to secure payment of such sums. Any

collection directly by Lessor from the assignee or sublessee shall not be construed to constitute a novation or a release of Lessee or any guarantor from the further performance of its obligations under this Lease.

9.04 **Rights of Mortgagee.** Lessee accepts this Lease subject and subordinate to any recorded mortgage or deed of trust lien presently existing or hereafter created upon the Leased Premises or project and to all existing recorded restrictions, covenants, easements and agreements with respect to the Leased Premises or project. Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest under this Lease to any first mortgage or deed of trust lien hereafter placed on the Leased Premises, and Lessee agrees upon demand to execute additional instruments subordinating this lease as Lessor may require. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage or deed of trust on the Leased Premises, Lessee shall be bound to the transferee (sometimes called the "Purchaser") at the option of the Purchaser, under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effects as if the Purchaser were Lessor under this lease, and, if requested by the Purchaser, Lessee agrees to attorn to the Purchaser, including the first mortgagee under any such mortgage if it be the Purchaser as its Lessor. In addition, if any mortgagee, beneficiary under a deed of trust secured by the Bookmans Building, or other secured lender of Lessor's requires any modifications to this Lease, provided such modifications do not materially expand or alter the Lessee's obligations to Lessor hereunder, Lessee agrees that such modifications shall become part of this Lease and shall be incorporated herein by reference.

9.05 **Estoppel Certificates.** Lessee agrees to furnish, from time to time, within ten days after receipt of a request from Lessor or Lessor's mortgagee, a statement certifying, if applicable, the following: Lessee is in possession of the Leased Premises; the Leased Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Lessee claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor; and such other matters as may be reasonably required by Lessor or Lessor's mortgagee. Lessee's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this lease is in full force and effect except as declared by Lessor, that Lessor is not in default of any of its obligations under this Lease, and that Lessor has not received more than one month's rent in advance.

ARTICLE 10.00 LIENS

10.01 **Landlord's Lien.** As security for payment of rent, damages and all other payments required to be made by this Lease, Lessee hereby grants to Lessor a lien upon all property of Lessee now or subsequently located upon the Leased Premises. If Lessee abandons or vacates any substantial portion of the Leased Premises or is in default in the payment of any rentals, damages or other payments required to be made by this lease or is in default of any other provision of this lease, Lessor may enter upon the Leased Premises, by picking or changing locks

if necessary, and take possession of all or any part of the personal property, and may sell all or any part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of Lessee, sell and convey all or part of the personal property to the highest bidder, delivering to the highest bidder all of Lessee's title and interest in the personal property sold. The proceeds of the sale of the personal property shall be applied by Lessor toward the reasonable costs and expenses of the sale, including attorney's fees, and then toward the payment of all sums then due by Lessee to Lessor under the terms of this Lease. Any excess remaining shall be paid to Lessee or any other person entitled thereto by law.

10.02 Uniform Commercial Code. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the state of Arizona. Lessor, in addition to the rights prescribed in this Lease, shall have all of the rights, titles, liens and interests in and to Lessee's property, now or hereafter located upon the Leased Premises, which may be granted a secured party, as that term is defined, under the Uniform Commercial Code to secure to Lessor payment of all sums due and the full performance of all Lessee's covenants under this Lease. Lessee hereby authorizes Lessor to file a financing statement with the Arizona Secretary of State and/or record a financing statement in the Office of the Pima County, Arizona Recorder for the purpose of perfecting Lessor's security interest under this Lease or Lessor may file this Lease or a copy thereof as a financing statement. Unless otherwise provided by law and for the purpose of exercising any right pursuant to this section, Lessor and Lessee agree that reasonable notice shall be met if such notice is given by ten days written notice, certified mail, return receipt requested, to Lessor or Lessee at the addresses specified herein.

ARTICLE 11.00 DEFAULT AND REMEDIES

11.01 Default by Lessee. The following shall be deemed to be events of default by Lessee under this Lease: (1) Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease within five (5) days of the due date thereof; (2) Lessee shall abandon any substantial portion of the Leased Premises; (3) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within thirty (30) days after written notice to Lessee; (4) Lessee shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (5) Lessee shall do or permit to be done any act which results in a lien being filed against the Leased Premises or the Bookmans Building.

11.02 Remedies for Lessee's Default. Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the remedies set forth herein without any notice or demand. (1) Lessor may enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises

without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive the rent directly by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it in order to relet the Leased Premises, including, but not limited to, recovery of any real estate brokerage commissions and/or repair allowances paid pursuant to this lease, in addition to any real estate brokerage commissions and repair and remodeling costs incurred by Lessor in preparing the premises to re-let. (2) Lessor may enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for any claim for damages, and do whatever Lessee is obligated to do under the terms of this lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this Lease caused by the negligence of Lessor or otherwise. (3) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this section, whether through inability to relet the Leased Premises on satisfactory terms of otherwise. Notwithstanding any other remedy set forth in this Lease, in the event Lessor makes any rent concessions of any type or character, or waives any base rent, and Lessee thereafter defaults, the rent concessions, including any waived base rent, shall be cancelled and the amount of the base rent or other rent concessions shall be due and payable immediately as if no rent concessions or wavier of any base rent had ever been granted. A rent concession or waiver of the base rent shall not relieve Lessee of any obligation to pay any other charge due and payable under this Lease including without limitation any sum due under Section 2.02. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Lessor only by mailing or delivering written notice of such termination to Lessee, and no other act or omission of Lessor shall be construed as a termination of this Lease.

ARTICLE 12.00 DEFINITIONS

12.01 Abandon. "Abandon" means the vacating of all or a substantial portion of the Leased Premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

12.02 Act of God or Force Majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections and any other cause not

reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

12.03 Commencement Date. "Commencement date" shall be the date set forth in Section 1.03. The Commencement Date shall constitute the commencement of the term of this Lease for all purposes, whether or not Lessee has actually taken possession.

ARTICLE 13.00 MISCELLANEOUS

13.01 Waiver. Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in Article 11.00 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this lease or provided by law, nor shall pursuit of any remedy preclude pursuit of any one or more of the other remedies provided elsewhere in this lease or provided by law, nor shall pursuit of any remedy constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

13.02 Act of God. Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by Lessee.

13.03 Attorney's Fees. In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and Lessor places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any rent due or to become due or recovery of the possession of the Leased Premises. Lessee agrees to pay Lessor's costs of collection, including reasonable attorney's fees for the services of the attorney, whether suit is actually filed or not.

13.04 Successors. This Lease shall be binding upon and insure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect, and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

13.05 Rent Tax. If applicable in the jurisdiction where the Leased Premises are situated, Lessee shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Lessor by Lessee

under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the rent, additional rent, operating expenses or other charge upon which the tax is based as set forth above.

13.06 **Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of any section.

13.07 **Notice.** All rent and other payments required to be made by Lessee shall be payable to Lessor at the address set forth in Section 1.05. All payments required to be made by Lessor to Lessee shall be payable to Lessee at the address set forth in Section 1.05, or at any other address within the United States as Lessee may specify from time to time by written notice. Any notice or document required or permitted to be delivered by the terms of this lease shall be deemed to be delivered whether or not actually received when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Section 1.05.

13.08 **Submission of Lease.** Submission of this Lease to Lessee for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Lessor and Lessee.

13.09 **Corporate Authority.** If Lessee executes this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee does hereby personally represent and warrant that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the state in which the Leased Premises are located, that the corporation has full right and authority to enter into this lease, and that each person signing on behalf of the corporation is authorized to do so. In the event any representation or warranty is false, all persons who execute this Lease shall be liable, individually, as Lessee.

13.10 **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.11 **Lessor's Liability.** If Lessor shall be in default under this Lease and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the right, title and interest of Lessor in the Leased Premises as the same may then be encumbered and neither Lessor nor any person or entity comprising Lessor shall be liable for any deficiency. In no event shall Lessee have the right to levy execution against any property of Lessor nor any person or entity comprising Lessor other than its interest in the Leased Premises as herein expressly provided.

13.12 **Indemnity.** Lessor agrees to indemnify and hold harmless Lessee from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessor. Lessee agrees to indemnify and hold harmless Lessor from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessee.

13.13 Lessor's Right to Perform Lessee's Covenants. Lessee agrees that, if Lessee at any time fails to pay any tax due, or to obtain, pay for, maintain or deliver any insurance policies or certificates thereof, or shall fail to make any other payment or perform any other act which Lessee is obligated to make or perform under this Lease, then Lessor may, but shall not be obligated so to do, after ten (10) days notice to and demand upon Lessee and without waiving, or releasing Lessee from, any obligations hereunder, pay any such tax, effect any such insurance coverage and pay premiums therefor, and make any other payment or perform any other act which Lessee is obligated to perform under this Lease, in whatever manner and to whatever extent shall be necessary. All sums paid by Lessor pursuant to this paragraph, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of the making of such expenditure by Lessor, shall be deemed additional rent hereunder and shall be payable to Lessor on demand, or at the option of Lessor, may be added to any rent then due or thereafter becoming due under this Lease.

13.14 Guaranty. All obligations of payment and performance of the Lessee pursuant to the terms of this Lease shall be personally guarantied by: ----------

13.15 Recording. Lessee shall not, without Lessor's prior written consent, record this Lease or a memorandum of lease.

ARTICLE 14.00 AMENDMENT AND LIMITATION OF WARRANTIES

14.01 Entire Agreement. IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE.

14.02 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LESSOR AND LESSEE.

14.03 Limitation of Warranties. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

ARTICLE 15.00 RENTAL AMOUNT AND OTHER PROVISIONS

15.01 Rent. Tenant shall pay without offset, notice or demand on or before the first day of each month of the Lease Term, rent according to the schedule provided in section 1.04.

ARTICLE 16.00 HAZARDOUS MATERIALS INDEMNITY

16.01 The Lessee shall indemnify and hold harmless the Lessor, its officers, directors, employees and agents, from and against any and all claims, losses, liabilities (including without limitation strict liability), suits, obligations, fines, damages, judgments, injuries, administrative orders, consent agreements and orders, penalties, actions, causes of action, charges, costs and expenses, including without limitation attorneys' fees and consultants' fees ("Indemnified Loss") (i) arising out of the Lessee's inclusion in the Leased Premises of any materials containing asbestos, urea formaldehyde or polychlorinated biphenyls or the presence on, the release from, the generation, manufacture, refining, treatment, storage, handling or disposal on, in or from the Leased Premises of any pollutant or other toxic or hazardous wastes, or substance regulated, prohibited, restricted or controlled by any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters or any substance or material on the Leased Premises determined by duly constituted authority to be capable of posing a risk to health and safety of persona ("Hazardous Materials"), including by way of illustration and not by way of limitation, the Clear Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Super Fund Reauthorization and Amendment Act of 1986, and the Toxic Substances Control Act and any amendments or extensions thereof and any rules, regulations standards or guidelines issued pursuant to any of the aforesaid and all other application standards or requirements (collectively "Environmental Laws"); or (ii) arising out of the transportation, discharge or removal from the Leased Premises of any Hazardous Material; or (iii) arising out of the inclusion in any product produced or processed on the Leased Premises of or services rendered involving any Hazardous Material; or (iv) arising out of the Lessee's failure to perform the removal or abatement of or to institute a safe, effective and environmentally approved control plan for any Hazardous Materials or any required remediation, which are caused by, attributable to or the responsibility of Lessee in accordance with Environmental Laws; or (v) arising out of any violation or claim of violation of Environmental Laws by any third party with respect to the Leased Premises during Lessee's use or occupancy (herein the "Indemnified Acts").

16.02 This Agreement is executed in order to induce the Lessor to enter into the Lease with the intent that it be relied upon by the Lessor in entering into the Lease and with the knowledge that the Lessor will not enter into the Lease but for this Agreement. This Indemnity shall be deemed continuing for the benefit of the Lessor, and any successor and assigns of the Lessor. The agreements contained herein are unconditional and absolute and shall be a personal monetary obligation of the Lessee and shall be cumulative and in addition to the rights and remedies contained in the Lease. No waiver, amendment, release or modification of this Agreement or the obligations herein shall exculpate the Lessee from the obligations hereunder

nor shall the same be established by conduct, custom or course of dealing, but only by any instrument in writing duly executed by the Lessor.

16.03 The Lessor shall be entitled to select counsel of its own choice in any proceeding or action involving an Indemnified Act, the reasonable fees and expenses of which shall be part of the Indemnity contained in this Agreement.

16.04 The Indemnified Acts for which Lessor is indemnified hereunder shall be reimbursable to Lessor as incurred without any requirement of waiting for the ultimate outcome of any litigation, claim, or other proceeding, and the Lessee shall make payment for the same to the Lessor as incurred within ten (10) days after notice from Lessor itemizing the amounts incurred to the date of such notice.

16.05 Lessee acknowledges and agrees that its obligations hereunder shall not be terminated or otherwise affected by any sale or encumbrance of the property in which the Leased Premises are located, any transfer, sale or encumbrance of the Lease, or the pursuit of any remedy available to Lessor under the Lease, and Lessee hereby specifically forever waives any and all claims and defenses to the contrary.

16.06 This Agreement is delivered in and made in and is executed with respect to and shall in all respects be construed pursuant to and governed by the laws of the State of Arizona.

ARTICLE 17.00 SIGNATURES

LESSOR:

6th & 6th Holding Co., L.L.C., an Arizona limited liability company

By: Leslie Gantle

Its: Member

Date: 2-6-18

LESSEE:

Santa Theresa Tile Works

By: Care

Its:

Date: 2.6.18

2/7/18

6th & 6th Holding Co, LLC

Date: 10/31/2017

Imago Dei Lease Addendum #1

"Providing Lessee is not in default under the Lease, Lessee may, at Lessee's option, extend the original, two-year term of the Lease for one additional and consecutive term of three years ("Lease Extension"). Lessee shall provide written notice to Lessor of Lessee's intent to exercise this Lease Option not later than six months prior to the end of the initial lease term. The Lease rates for the Lease Extension shall be as stated in Paragraph 1.04 of the original lease.

Imago Dei Lease Addendum #2

The address below are of; the leased premises, see pp 1.02 page 1 of lease:

440 N 6th Ave, Tucson, Az 85705
222B E 6th St, Tucson, AZ 85705 - includes Showroom

Elisa Hamblin

From: Elisa Hamblin
Sent: Thursday, November 4, 2021 10:51 AM
To: Michael Crawford
Cc: Mike Rankin; Ward6; Russlyn Wells; Steve Kozachik
Subject: RE: Marijuana Dispensary expansion of premises issue - Downtown Dispensary

Michael,
Thank you for your email. I have added a copy to the project files. This case has not yet been reviewed, but this information will be considered as part of the formal review process.
Best,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Thursday, October 21, 2021 3:05 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>; Steve Kozachik <Steve.Kozachik@tucsonaz.gov>
Subject: [EXTERNAL]Marijuana Dispensary expansion of premises issue - Downtown Dispensary

Hi Elisa,

I see the Downtown Dispensary has finally (10/12/21) filed a Marijuana Use Application – Zoning Compliance Review ("Application"). In their Application, they fail to identify the Imago Dei Middle School's North Campus located at 440 N 6th Ave and 222B E 6th St., which is 100ft from their proposed expansion location. Imago Dei Middle School operates and teaches classes 100ft from the Downtown Dispensary. They have been doing so for years and continue to do so. (See attached Lease.) Cameron Taylor, the Head of School for Imago Dei, can confirm this.

As you know the law requires : **"The expansion of an existing medical marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the medical marijuana dispensary to the closest property line of a school."** City of Tucson - UDC 4.9.9 (E)(1)(j).

Based on this, the Downtown Dispensary is prohibited from expand their current location and their Application should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and the City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as, Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they cannot legally expand at their current location.

I would appreciate being updated about the status of this Application.

Again, Karma is alive and well.

Thank you.

Michael J. Crawford
Attorney

Crawford Law

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Thursday, August 5, 2021 2:24 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Elisa,

I see that 221 E 6th Street has pulled construction permits (#T21CM05739 and T21CM05662 - Parcel: 117042710) on July 12th and 14th.

I have not seen where they have applied for a zoning compliance application marijuana dispensary approval to expand their Dual license marijuana dispensary. Have they done this?

As I told you before Imago Dei Middle School operates and teaches classes 100ft from the Downtown Dispensary. They have been doing so for years and continue to do so. (See attached Lease.)

Based on this, any attempt by the Downtown Dispensary to expand their current location should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and the City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as, Imago Dei is operating a middle

school within 100 feet of the Downtown Dispensary they cannot legally expand at their current location.

Thank you.

Michael J. Crawford
Attorney

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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From: Michael Crawford
Sent: Monday, August 2, 2021 1:48 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Thank you Elisa.

Michael J. Crawford
Attorney

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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From: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Sent: Monday, August 2, 2021 12:38 PM
To: Michael Crawford <michael@crawfordazlaw.com>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Michael,
Thank you for reaching out. We are working on getting our records updated on these permits, at least from the last few years. I'm not sure about anything prior to 2018 as that was before my tenure with the City. I will direct our staff to determine if we need to make corrections in our records or mapping.
Best,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Wednesday, July 14, 2021 11:48 AM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: [EXTERNAL]RE: Marijuana expansion of premises issue - Downtown Dispensary

Hi Elisa,

Hey, I was checking out map you sent me (thanks again!) and it looks like an application for a dispensary was submitted for 5851 E Speedway. It says Plan CK. What does that mean? I can't find application online. Is it online somewhere?

Also, the map does not show all MMJ applications. For example, it doesn't show our speedway store at 4220 E speedway from 2017 but does show the Downtown Dispensaries App from 2015? Is there a reason for this?

Thank you.

Michael J. Crawford
Attorney

Crawford Law

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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From: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Sent: Thursday, June 17, 2021 5:05 PM
To: Michael Crawford <michael@crawfordazlaw.com>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Michael,
I have not seen any new applications for the Downtown Dispensary location at 221 E 6th St. Likewise, I have not seen any new application for Desert Bloom location at 8060 E 22nd St.

If they sent in general inquiries, we might have told them what their issues might be. I really only track formal applications.

You may view all Marijuana Use permits on our online mapping system by following these instructions:

1. Visit https://maps2.tucsonaz.gov/Html5Viewer/?viewer=maptucson
2. On the left hand menu, select "Layers"
3. In the Layers, select "Permits, Licenses & Code"
4. Select "Special Approvals"
5. Select "Medical Marijuana"
6. Select "Medical Marijuana Permits"

You can then zoom to any property you have questions on and view the status of their permits.

Hope this helps,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Monday, June 14, 2021 4:37 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: [EXTERNAL]RE: Marijuana expansion of premises issue - Downtown Dispensary

Hi Elisa,

Just wondering if they Downtown Dispensary has requested an expansion yet?

I heard Desert Bloom was denied on their expansion request because of a school issue, is that right?

Thank you.

Michael J. Crawford
Attorney

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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From: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Sent: Wednesday, April 7, 2021 4:37 PM
To: Michael Crawford <michael@crawfordazlaw.com>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>; Russlyn Wells <Russlyn.Wells@tucsonaz.gov>
Subject: RE: Marijuana expansion of premises issue - Downtown Dispensary

Michael,
Thank you for your email. I handle the reviews for all zoning compliance requests on expansions or approvals for facilities. I have not seen anything in for Downtown Dispensary.
Best,

Elisa Hamblin, AICP
Site Review Section Manager
elisa.hamblin@tucsonaz.gov

From: Michael Crawford <michael@crawfordazlaw.com>
Sent: Wednesday, April 7, 2021 3:56 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Cc: Mike Rankin <Mike.Rankin@tucsonaz.gov>; Ward6 <Ward6@tucsonaz.gov>
Subject: [EXTERNAL]Marijuana expansion of premises issue - Downtown Dispensary

Elisa,

I just want to put the city on notice, that it is my understanding the Downtown Dispensary is planning on trying to expand their current location. However, there is a private middle school that teaches classes within 100 feet of their current and proposed expansion location.

Imago Dei Middle School owns and operates Santa Theresa Tile Works, located at 440 N. 6th Street, Tucson AZ 85705. In addition to operating the business, Imago Dei has been teaching

classes to middle schoolers at that location for years and is still doing so. Cameron Taylor, the Head of School for Imago Dei, can confirm this.

Based on this, any attempt by the Downtown Dispensary to expand their current location should be denied as it would violate A.R.S. §36-2804(B)(1)(b)(ii), A.A.C. R9-17-321(A)(2) and City of Tucson - UDC 4.9.9 (E)(1)(j). Moreover, as long as Imago Dei is operating a middle school within 100 feet of the Downtown Dispensary they can not legally expand at their current location.

Anyway, wanted to give you a heads up in case the Downtown Dispensary applies for an expansion of its premises and fails to apprize you of the Imago Dei's School being withing 500ft of their location.

Karma is alive and well.

Michael J. Crawford
Attorney

Crawford Law

34 W Franklin Street
Tucson AZ 85701
O 520.822.8644
C 520.548.5999
F 520.844.0352
www.crawfordazlaw.com

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Elisa Hamblin

From: Cameron Taylor <c.taylor@imagodeischool.org>
Sent: Tuesday, December 28, 2021 4:21 PM
To: Elisa Hamblin
Cc: Daniel Bursuck
Subject: [EXTERNAL]Re: Santa Theresa Tile Works
Attachments: mime-attachment.ics

Thanks Elisa,

See you then.

Cameron

Cameron Taylor
Head of School
Imago Dei Middle School
www.imagodeischool.org

On Dec 28, 2021, at 4:15 PM, Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov> wrote:

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting

Or call in (audio only)
+1 213-293-2303,,10326864# United States, Los Angeles
Phone Conference ID: 103 268 64#
Find a local number | Reset PIN

Learn More | Meeting options

From: Cameron Taylor <c.taylor@imagodeischool.org>
Sent: Tuesday, December 28, 2021 3:45 PM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Subject: [EXTERNAL]Re: Santa Theresa Tile Works

Hello Elisa,

I am available the afternoon of 1/5 from 3 to 5 pm. Just let me know what works best.

Thank you.

Cameron

Cameron Taylor
Head of School
Imago Dei Middle School
www.imagodeischool.org

On Dec 28, 2021, at 1:44 PM, Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov> wrote:

Hi Cameron,

We talked a few weeks ago about the functions of Imago Dei at Santa Theresa Tile Works. This was related to a proposed expansion of the Downtown Dispensary. I'd like to have a follow-up conversation with you and get a little bit more information. The City has recently denied the expansion request, and we want to make sure we have all the facts before moving forward.

Would you be available for a virtual Teams call the week of 1/3? How about the afternoon of 1/5 or another day? I would also include one of my colleagues, Dan Bursuck in the call.

Please let me know.
Best,

Elisa Hamblin, AICP | Site Review Section Manager
Planning and Development Services | City of Tucson
elisa.hamblin@tucsonaz.gov | (520) 837-4966

Elisa Hamblin

From: Elisa Hamblin
Sent: Wednesday, March 16, 2022 9:51 PM
To: Cameron Taylor
Subject: RE: [EXTERNAL]Re: Quick question

Thanks Cameron, that's enough information for now. Don't worry about the schedule.

Elisa Hamblin, AICP
Zoning Administrator
Elisa.Hamblin@tucsonaz.gov

From: Cameron Taylor <c.taylor@imagodeischool.org>
Sent: Wednesday, March 16, 2022 9:18 AM
To: Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov>
Subject: [EXTERNAL]Re: Quick question

Hello Elisa,

Sorry about the delayed response. We are on spring break at the school, so I haven't been checking email as frequently as perhaps I should.

The classes are staffed by a combination of Santa Theresa staff and Imago Dei teachers. Two teachers accompany the kids over, and provide support to the Santa Theresa staff, who deliver most of the content. There are typically four teachers in the classes, two from the Imago Dei staff, and two from the Santa Theresa staff.

Very occasionally, an outside expert will come in to teach the kids something specific or work on a special project.

We also have a kiln and some space at the school building that is sometimes utilized to finish projects or work on various aspects of a student project in tandem with what's going on at Santa Theresa, in addition to other ceramic and general art curriculum. The classes in the regular school building are taught by Imago Dei staff (Susan Gamble, who founded Santa Theresa and taught all the STTW teachers the craft, has been our school staff art teacher for a few years). I am not sure if that is relevant, but I want to be thorough.

As for the schedule, I'd have to head in to the school to grab one to pass along. Can I send it tomorrow?

I believe we currently have two or three Imago Dei classes a week, in addition to the regularly scheduled public classes through the week and on weekends. Are you interested in the total schedule? Or simply the schedule for the Imago Dei kids?

I hope this is helpful.

Cameron

Cameron Taylor
Head of School

On Mar 11, 2022, at 10:37 AM, Elisa Hamblin <Elisa.Hamblin@tucsonaz.gov> wrote:

Hi Cameron,
If you don't mind sharing, could you tell me whether your school faculty teaches the arts classes at Santa Theresa and a schedule of classes held there?
Thank you in advance,

Elisa Hamblin, AICP | Site Review Section Manager
Planning and Development Services | City of Tucson
elisa.hamblin@tucsonaz.gov | (520) 837-4966

Elisa Hamblin

From: Elisa Hamblin
Sent: Tuesday, December 28, 2021 1:45 PM
To: c.taylor@imagodeischool.org
Subject: Santa Theresa Tile Works

Hi Cameron,

We talked a few weeks ago about the functions of Imago Dei at Santa Theresa Tile Works. This was related to a proposed expansion of the Downtown Dispensary. I'd like to have a follow-up conversation with you and get a little bit more information. The City has recently denied the expansion request, and we want to make sure we have all the facts before moving forward.

Would you be available for a virtual Teams call the week of 1/3? How about the afternoon of 1/5 or another day? I would also include one of my colleagues, Dan Bursuck in the call.

Please let me know.
Best,

Elisa Hamblin, AICP | Site Review Section Manager
Planning and Development Services | City of Tucson
elisa.hamblin@tucsonaz.gov | (520) 837-4966

Kate Shaffer

From: Kate Shaffer
Sent: Tuesday, April 12, 2022 3:43 PM
To: 'elisa.hamblin@tucsonaz.gov'
Subject: RE: Activity # T22SA00041

Follow Up Flag: Copied to Worldox (Clients\4605\4605-029\00011766.MSG)

Elisa,

Thank you for following up with me today.

To briefly summarize our call, you informed me that you spoke with directly with Cameron Taylor, who provided you with the representations about Tile Works' use.

I understand that you have some emails with Mr. Taylor, and you will be confirming the protocol to send those to me.

Please let me know if there are any points of clarification.

Sincerely,

May Potenza
Baran & Gillespie

Kate Shaffer
Attorney
—
o: 602.252.1900
d: 480.739.2749
e: kshaffer@maypotenza.com
—
Central Arts Plaza
1850 N. Central Ave., 16th Floor
Phoenix, AZ 85004-4633
www.maypotenza.com

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From: Kate Shaffer
Sent: Tuesday, April 12, 2022 11:08 AM
To: elisa.hamblin@tucsonaz.gov
Subject: Activity # T22SA00041

Ms. Hamblin,

I just tried calling your work landline and your work cell, but I was unable to leave a voicemail on your work cell phone.

Can you please call me back today on my direct line at 480-739-2749? Thank you.

May Potenza
Baran & Gillespie

Kate Shaffer
Attorney
—
o: 602.252.1900
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—
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Phoenix, AZ 85004-4633
www.maypotenza.com

This message and any of the attached documents contain information from the law firm of May, Potenza, Baran & Gillespie, P.C., that may be confidential and/or privileged. If you are not the intended recipient, you may not read, copy, distribute or use this information, and no privilege has been waived by your inadvertent receipt. If you have received this transmission in error, please notify the sender by reply e-mail and then delete this message. Thank you.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment).

EXHIBIT 14

Parcel Number: 117-05-1360

Property Address

Street Number	Street Direction	Street Name	Location
440	N	6TH AV	Tucson
442	N	6TH AV	Tucson
450	N	6TH AV	Tucson
218	E	6TH ST	Tucson
220	E	6TH ST	Tucson
222	E	6TH ST	Tucson

Contact Information

Property Owner Information:	Property Description:
FRANTI IV HOLDINGS LLC 1900 N FREMONT AVE TUCSON AZ 85710-3536	TUCSON RESUB OF BLK 69 W176' LOT 2 & N34' W176' LOT 3 FKA BLOCK 69 LOTS 29,30,31,32 M&P 01/007

Valuation Data

Property Appraiser: Sarah Rushing Phone:

Valuation Year	Property Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2021	COMMERCIAL (1)	18.0	$123,200	$989,440	$1,112,640	$741,599	$133,488
2022	COMMERCIAL (1)	18.0	$123,200	$989,323	$1,112,523	$778,679	$140,162

Property Information

Township:	14.0	**Section:**	12	**Range:**	13.0E
Map:	3	**Plat:**	71	**Block:**	069
Tract:		**Land Measure:**	17,600.00F	**Lot:**	00029
Census Tract:	400	**File Id:**	1	**Group Code:**	000
Use Code:	1130 (RETAIL STRIP CENTER)			**Date of Last Change:**	6/28/2017

Sales Information (2)

Affidavit of Fee No.	Parcel Count	Sale Date	Property Type	Sale	Time Adjusted Sale	Cash	Validation
20213371037	1	7/2021	Commercial/Industrial	$1,450,000	$1,450,000	N	
20051210882	1	4/2005	Commercial/Industrial	$850,000	$850,000	N	X DSC DEED: Special Warranty Deed

Valuation Area

District Supervisor: ADELITA GRIJALVA District No: 5

DOR Market	Land Subarea	Neighborhood	Sub ID	Economic District
6	1111044 DEL	08021001	03071 DEL	30

Recording Information (3)

Sequence No.	Docket	Page	Date Recorded	Type
20213371037	0	0	12/3/2021	WTDEED
20051210882	12580	4510	6/23/2005	WTDEED
98002737	10707	1536	1/7/1998	

Commercial Characteristics

Commercial Summary

Interface	Total Sq Ft	Cost Value	CCS Override	Market Override
Y	11,712	$327,189	$0	$989,323

Commercial Detail

SEQ-SECT	Const Year	Model / Grade	IPR	Sq Ft	RCN	RCNLD	Model Description
001-001	1955	114/3	0000000	11,712	$861,024	$327,189	STRIP STORE

Petition Information (3)

Tax Year	Owner's Estimate	Petition	Work Up
2013	$425,000		
2003	$160,000		
2002	$165,000		

Permits (22)

Permit	Status	Issued	Final	City	Value	SqFt	Sub	FirstInsp	LastInsp	Processed	% Complete
T98PL02363	COTH ~ FINAL	12/03/1998	12/09/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: GAS LINE:REPIPE										
T98OT00300	COTH ~ FINAL	11/30/1998	11/30/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: C OF O INSPECTION:OFFICE										
T98OT00305	COTH ~ FINAL	11/30/1998	11/30/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: C OF O INSPECTION:ART STUDIO										
T98OT00306	COTH ~ FINAL	11/30/1998	11/30/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: C OF O INSPECTION:STUDIO										
T98BU02684	COTH ~ FINAL	11/03/1998	11/04/1998	TUC	$3,630	0	3/*	07/31/2007			0
	Description: FIRE SPKR:NEW 33										
T98EL01566	COTH ~ FINAL	08/25/1998	09/09/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: ELECTRIC:METER & SWITCH & PANEL										
T98ME00487	COTH ~ FINAL	06/26/1998	07/14/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: AIR COND:REPLACEMENT										
T98EL01003	COTH ~ FINAL	06/03/1998	06/19/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: ELECTRIC:REWIRE										
T98EL00731	COTH ~ FINAL	04/24/1998	05/07/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: REPAIRS:ELECTRIC										
T98BU00763	COTH ~ FINAL	03/27/1998	11/03/1998	TUC	$26,790	0	3/*	07/31/2007			0
	Description: FIRE SPKR:239 NEW & 50 OF 4" PIPING										
T98EL00469	COTH ~ FINAL	03/17/1998	03/24/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: UPGRADE:ELECTRIC 60AMP TO 800AMP										
T98EL00476	COTH ~ FINAL	03/17/1998	03/24/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: UPGRADE:ELECTRIC 100AMP TO 400 AMP										
T98EL00477	COTH ~ FINAL	03/17/1998	03/24/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: UPGRADE:ELECTRIC 100AMP TO 400AMP										
T98OT00044	COTH ~ FINAL	02/27/1998	05/22/1998	TUC	$0	0	3/*	07/31/2007			0
	Description: C OF O INSPECTION:GALLERY&RESTAURANT										
T97EL01993	COTH ~ FINAL	11/24/1997	12/02/1997	TUC	$0	0	6/*				
	Description: NEW SERVICE:ELECTRIC:100 AMP OH										
T97EL01994	COTH ~ FINAL	11/24/1997	12/02/1997	TUC	$0	0		07/31/2007			0
	Description: NEW SERVICE:ELECTRIC:100 AMP OH										
T97PL01968	COTH ~ FINAL	11/19/1997	11/24/1997	TUC	$0	0	3/*	07/31/2007			0
	Description: GAS LINE:REPLACEMENT										
T21CM01486	CALT ~ FINAL	03/24/2021	03/23/2021	TUC	$1,500	815					
	Description:										

Permits (22)

Permit	Status	Issued	Final	City	Value	SqFt	Sub	FirstInsp	LastInsp	Processed	% Complete
T17CM03120	CALT ~ FINAL	07/18/2017	10/10/2017	TUC	$30,000	1,413	3/*				
	Description: RESTAURANT										
T14CM06568	COTH ~ FINAL	10/22/2014	12/12/2014	TUC	$4,500	0	3/*				
	Description: T.I;OFFICE										
T13OT00088	COTH ~ C OF O	01/18/2013		TUC	$0	1,026	3/*				0
	Description: C OF O: BEHAVIORAL HEALTH										
T09OT02207	COTH ~ FINAL	10/14/2009	10/30/2009	TUC	$0	2,671	3/*				0
	Description: OFFICE & STUDIO ANNNEX AT REAR OF LOT (AKA 222 B E. 6TH)										

Notes (3)

Created: 7/27/2012 **Modified:** 7/27/2012	PETITION 2013 A LEVEL RULE A
Created: 5/7/2008 **Modified:** 5/7/2008	2008 AMENDEDED PROPERTY DESCRIPTION TO MATCH RECORDED SUBDIVISION PLAT MP 03/071. ADDED FORMER MP 01/007 DESCRIPTION SINCE MAY DEEDS REFER TO THIS MAP INSTEAD OF THE REPLAT.
Created: 7/15/2002 **Modified:** 7/15/2002	A-LEVEL OK

Arizona Corporation Commission - RECEIVED: 11/28/2021
Arizona Corporation Commission - FILED: 11/5/2021 21112816586968

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME:	FRANTI IV HOLDINGS LLC
ENTITY ID:	23292555
ENTITY TYPE:	Domestic LLC
PERIOD OF DURATION:	Perpetual
PROFESSIONAL SERVICES:	
CHARACTER OF BUSINESS:	Real Estate and Rental and Leasing
MANAGEMENT STRUCTURE:	Member-Managed

FORMER ENTITY NAME No name change

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME:	Michael J Crawford
PHYSICAL ADDRESS:	1900 N Fremont Ave, TUCSON, AZ 85719
MAILING ADDRESS:	1900 N Fremont Ave, TUCSON, AZ 85719

KNOWN PLACE OF BUSINESS

1900 N Fremont Ave, TUCSON, AZ 85719

PRINCIPALS

Member: Michael J Crawford Revocable Living Trust July 23, 2018, Michael J Crawford Trustee - 1900 N Fremont Ave, TUCSON, AZ, 85719, USA - michael@crawfordazlaw.com - Date of Taking Office:

SIGNATURE

Authorized Agent: Michael J Crawford - 11/28/2021

First Amendment to Franti IV Holdings member's name.

Changing the name of Member Michael J Crawford to Michael J Crawford Revocable Living Trust July 23, 2018, Michael J Crawford Trustee.

Address for new Member is the same as Michael J Crawford, that is:

1900 N Fremont Ave.
Tucson, AZ 85719

Thank you!

Arizona Corporation Commission - RECEIVED: 11/4/2021
Arizona Corporation Commission - FILED: 11/4/2021 21110413591192

ARTICLES OF ORGANIZATION

OF LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: FRANTI IV HOLDINGS LLC

ENTITY ID: 23292555
ENTITY TYPE: Domestic LLC
EFFECTIVE DATE: 11/04/2021
CHARACTER OF BUSINESS: Real Estate and Rental and Leasing
MANAGEMENT STRUCTURE: Member-Managed
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES: N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Michael J Crawford

PHYSICAL ADDRESS: 1900 N Fremont Ave, TUCSON, AZ 85719

MAILING ADDRESS: 1900 N Fremont Ave, TUCSON, AZ 85719

PRINCIPAL ADDRESS

1900 N Fremont Ave, TUCSON, AZ 85719

PRINCIPALS

Member: Michael J Crawford - 1900 N Fremont Ave, TUCSON, AZ, 85719, USA - michael@crawfordazlaw.com -
Date of Taking Office:

ORGANIZERS

Michael J Crawford: 1900 N Fremont Ave, TUCSON, AZ, 85719, USA, michael@crawfordazlaw.com

SIGNATURES

Organizer: Michael J Crawford - 11/04/2021

EXHIBIT 15

Building Permit Application - Admin Review

CITY OF TUCSON

NOTE: Due to our current backlog and the COVID-19 situation, we are experiencing delays in processing applications. Staff will be processing applications in the order in which they have been received.

Electronic submittal requirements, please read before uploading your documents

Does your solar permit meet the requirements to use our new Solar One Stop? Click **here.**

Is this for a new or existing activity application?*

New Application

For Zoning and Subdivision review, the Unified Development Code (UDC) applies to this application. Applicable timeframes can be provided at your request or found in the Administrative Manual Sec.3-02. For additional information please email PDSDInquiries@tucsonaz.gov

Submission Type*

- Building Utility: Electrical, Gas, Water heater, Water line, etc. including EMERGENCY RECONNECTS
- Building Repair/Emergency: Structural Failure, Emergency Responders, Medical Tent, etc.
- Building Residential One- or Two-family: New Residence, Addition, Pool, Porch, Fence or Wall, Demolition, etc.
- Building Residential Multi-family (more than two units): New, Addition, Pool, Demolition, etc.
- Building Solar Project: Residential and Commercial Solar Projects
- Building Healthcare Facilities: Hospital, Clinic, etc.
- Building Commercial Project: Restaurant, Office, Warehouse, Demolition, Public Pool, etc
- Model Plan: New Model Plan for Replicable Building Design or New Building Permit using a Model Plan
- Floodplain Use Permit
- (•) Site Review: Pre-Submittals and Full Applications for Development Package or Land Division
- Other

3rd Party Review

All Entitlements and Special Applications must be submitted through the FileDrop. To do so, please click here.

Project Details

Project Name

Downtown Dispensary

Type of Permit*

- (•) Commercial or Multi-family
- Residential (1 or 2 units)

Look up your address sequentially below. First select Street Name, then Street Direction and Street Number will appear. Only City of Tucson addresses are represented. If address does not populate, please refresh.

Street Name*	Street Direction*	Street Number*	Unit/Apt/Suite
6TH ST	E	221	not required

Description of Work *

Marijuana use authorization - zoning

Development Package - Type(s) of review requested *

(select 1 or more)

- Site/Plot Plan
- Native Plant (NPPO)
- Floodplain
- Flexible Lot (FLD)
- Grading
- Stormwater (SWPPP)
- Environmental Resource (ERR)
- Presubmittal
- Landscape
- Water Harvesting
- Tentative Plat (TP)
- Other
  - Marijuana Authorization

Land Division/Subdivision

(select 1 if applicable)

- Final Plat (FP)
- Condominium
- Block Plat
- Land Split/Reconfiguration
- Minor Subdivision

The following require separate submittal, list development package activity numbers

Lot/Residential Units	Existing Zoning	Proposed Zoning	Area/Disturbance (Acres)

Applicant Info

Applicant/Company Name *

Valerie Lane - FixCity LLC

Applicant Phone *

(520) 834-3603

Applicant Email *

fixcityllc@gmail.com

Applicant Street Address *

345 S Cherry Ave.

City *

Tucson

State *

AZ

Zipcode *

85719

APA #

Is the applicant/owner doing this work without a contractor or has the contractor not been selected yet? *

- Yes
- No

Contractor

Contractor Name

ROC #

Contractor Phone

Contractor Email

On-site contact number for inspection staff

Owner

Is the Owner the same as the applicant?

- Yes
- No

Owner Name	Owner Phone	Owner Email
David Nichols Realty	(520) 624-0426	moe@ilava.com

Architect/Engineer

Architect/Engineer Name
Valerie Lane, RA

Architect/Engineer Email
fixcityllc@gmail.com

Architect/Engineer Phone
(520) 834-3603

Architect/Engineer Seal #
60502

Supporting Documentation Upload

Please select the submission type for the documents you are uploading. PDSD staff will no longer accept paper building permit documents submitted for review and encourages all other applications to be submitted digitally. For more information view the announcement.

All images/files must be correctly oriented and viewable without having to be rotated. Separate files must be provided for each type of submittal document such as Application, Soils Report, Plan Set, Preliminary Development Plan, Structural Calculations, etc.

Upload Documents:

For each document type chosen, drag that document to the corresponding upload button or click the "Upload" button to allow you to select the file to upload. Please do not combine documents.

Submittal Type-Version	Document Type *	Drag File Here	
First Submittal	Other	Marijuana Use Authorization Application Zoning Complian.pdf We only accept PDF, JPG or TIFF	645.31KB
Submittal Type-Version	**Document Type ***	**Drag File Here**	
First Submittal	Supporting Documents	221 e 6th st. _ map.pdf We only accept PDF, JPG or TIFF	26.92MB

EXPIRATIONS:

BUILDING PLAN REVIEW: 180 DAYS FROM ORIGINAL SUBMITTAL DATE

BUILDING PERMIT: 180 DAYS FROM DATE ISSUED, PAID REVISION or LAST INSPECTION (not including canceled inspections)

DEVELOPMENT PACKAGE PLAN REVIEW: 1 YEAR FROM ORIGINAL SUBMITTAL DATE

DEVELOPMENT PACKAGE APPROVAL: 3 YEARS FROM DATE OF APPROVAL IF NO PERMITS ISSUED ON THE PROJECT

I understand that any application, plans and/or related documents submitted to Planning and Development Services for review may be viewed as a Public Record per Planning and Development Services Department Records Policy 2011-05.

I further understand that they may also be subject to review and approval by Pima County including but not limited to Wastewater, DEQ, ADEQ, Addressing and/or Health Department and that I am responsible for paying any separate fees incurred as a result of these reviews prior to a permit being issued or a Development Package being approved by the City of Tucson Planning and Development Services Department. It is the responsibility of the Licensed Contractor or Architect to provide a letter to PDSD verifying their affiliation with the project for which this application is made. Failure to do so may result in revocation of this permit and all penalties incurred.

Signature of Applicant/Representative of Project Owner

Valerie Lane

Date
10/12/2021

The above signature attests that to the best of my knowledge, the information contained in this application is complete and correct.

By state law, we cannot initiate a discussion with you about your rights and options, but we are happy to answer any questions you might have.

Review Information

Permit Type *
LUCAPPS

Permit Sub-Type
ZONLTR

Notes to Applicant

Make any notes here that you want included in the email to the applicant.

Attachments to be sent to Applicant

Optional if you want to include scanned permit back to customer in Review Complete Notice

Employee Signature
Sign

Date of Validation
10/15/2021

Employee Name
Sharon Beasley

Employee Email
Sharon.Beasley@tucsonaz.gov

EXHIBIT 16

* E RECORDING * Page 1 of 3
SEQUENCE: 20213371037
No. Pages: 3
12/3/2021 4:57 PM
GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: KKE(e-recording)

RECORDING REQUESTED BY:
Fidelity National Title Agency, Inc.
AND WHEN RECORDED MAIL TO:
Franti IV Holdings, LLC
Micheal J Crawford
1900 N Fremont Ave.
Tucson, AZ 85719

ESCROW NO.: 80018578-080-DJ

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration,

6TH & 6TH Holding Co., L.L.C., an Arizona limited liability company

conveys to

Franti IV Holdings, LLC, an Arizona limited liability company

the following real property situated in **Pima** County, **Arizona**:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth..

Dated: December 1, 2021

Grantor(s):

6TH & 6TH Holding Co., L.L.C.

Leslie Gamble, member

6TH & 6TH Holding Co., L.L.C.

Susan T. Gamble, member

6TH & 6TH Holding Co., L.L.C.

Eric Scharf, as Trustee of the Eric Scharf & Elizabeth Wheat Revocable Living Trust

NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED

State of ARIZONA
County of PIMA } ss:

The foregoing document was acknowledged before me this 02nd day of December, 2021,

by **Leslie Gamble, Susan T. Gamble, and Eric Scharf, as Trustee of the Eric Scharf & Elizabeth Wheat Revocable Living Trust members of 6TH & 6TH Holding Co., L.L.C.**

(Seal)

Notary Public

My commission expires: 11/26/2025

OFFICIAL SEAL
JOAQUIN SAMANIEGO
Notary Public - Arizona
PIMA COUNTY
My Comm.# 615948
My Comm. Exp. 11/26/2025

Escrow No.: 80018578-080-DJ

EXHIBIT "A"
Legal Description

Lots 29, 30, 31 and 32, Block 69 of CITY OF TUCSON, Pima County, Arizona, according to the official survey, field notes, and map as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said city (then Village) of Tucson, on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps and Plats, Page 70 thereof.

EXHIBIT 17

CITY OF TUCSON

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

December 6, 2021

Applicant
Moe Asnani
Downtown Dispensary (Forever 46 LLC)
221 E 6th St
Tucson, AZ 85705

Marijuana Use Authorization Request - Denied
Facility Type: Dispensary
Site Address: 221 E 6th St
Parcel ID: 117-04-2710
Zoning: C-3
Activity #: T21SA00415

Planning and Development Services Department (PDSD) has reviewed the materials provided with the application for a proposed Marijuana Dispensary expansion at 221 E 6th St. Staff has researched the subject location to determine compliance with Unified Development Code (UDC) Sec. 4.9.9.E and found that this site is not in compliance with UDC Sec. 4.9.9.E.1.j. as excerpted below:

j. The expansion of an existing marijuana dispensary shall be setback a minimum of 500 feet from a K-12 public, private, or charter school, measured in a straight and direct horizontal line from the closest exterior or applicable interior suite wall of the marijuana dispensary to the closest property line of a school.

Santa Theresa Tile Works, a nonprofit which is a legal subsidiary of Imago Dei School, operates at 440 N 6th Av. The school uses this location as their art campus and all art classes are held there. This site is less than 500 ft from the subject location. As such, the proposed expansion does not meet the standards of the Unified Development Code.

Please feel free to contact me at elisa.hamblin@tucsonaz.gov if you have additional questions or concerns.

Sincerely,

Elisa Hamblin

Digitally signed by Elisa Hamblin
DN: C=US, E=elisa.hamblin@tucsonaz.gov, O=City of Tucson, OU=PDSD, CN=Elisa Hamblin
Reason: I am the author of this document
Date: 2021.12.06 18:07:54-07'00'

Elisa Hamblin, AICP
Site Review Section Manager
Planning and Development Services

C: Piroschka Glinsky, City Attorney's Office

EXHIBIT 18

Imago Dei Middle School, Tucson
December 8, 2021 ·

Like Comment Share

Write a comment...

Imago Dei Middle School, Tucson
February 4 ·

Preparing to make collages in art class by finding specific colors - turquoise, teal, magenta, fuchsia - in old National Geographics. A window on a beautiful world.

22 4 Comments

Like Comment Share

Most relevant

Sue Phelan
What an interesting project!
Like Reply 7w

Author
Imago Dei Middle School, Tucson
Sue Phelan The kids had a ball. They wanted to save some of the animal photos they were finding, so of course the answer was yes. One girl said, "I think I love penguins now."
Like Reply 7w

Sue Phelan
Imago Dei Middle School, Tucson What a great story!
Like Reply 7w

Most Relevant is selected, so some replies may have been filtered out.

Most Relevant is selected, so some comments may have been filtered out.

Write a comment...

Imago Dei Middle School, Tucson
March 17 at 5:36 PM

Fabric for this year's eighth-grade quilt - their choice was rainbow!

14 1 Comment 1 Share

Like Comment Share

Most relevant

David Richardson
Rainbow for Rene!
Like Reply 1w

Write a comment...

Imago Dei Middle School, Tucson
February 2 ·

Why we do what we do.

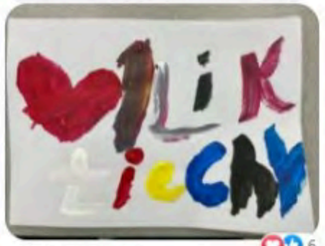
In the last week we've welcomed several new students from recently settled Afghani families. We are delighted to have them join our school community, and they seem thrilled to be back in school after many disruptions. Today in art class one of these kids, given paper and paint, wrote this message, and eagerly explained it in his barely-begun English. (His native language is Dari, an offshoot of Persian, which of course uses a completely different alphab... **See more**

25 5 Comments 2 Shares

Like Comment Share

Most relevant

Author
Imago Dei Middle School, Tucson
And this one says, "I like teachers."



Like Reply 7w 6

Suzanne Jameson
These beautiful youngsters are on their way to a wonderful education and life. Best wishes and welcome to the United States friends.
Like Reply 7w 2

Mary HartmannMoney
I love this and I love what you and your community do! Thank you.
Like Reply 7w 3

Write a comment...

STUDENT ART GALLERY

Class of 2015 8th-Grade Photography Project

Prints of these gorgeous photos of downtown are displayed in the school's Dining Room.

STUDENT LIFE

- Spiritual Life
- Enrichment
- Community Service
- Graduate Support Program
- Student Art Gallery

Give a Charitable Gift

Give a Tax Credit Gift

IN THE NEWS

SCHOOL SCIE...
JANUARY 26, 2022

THANKSGIVI...
JANUARY 25, 2022

Admission Policy & Procedure Policy of Nondiscrimination: Imago Dei Middle School admits students of any race, color, religion, nationality, gender, and ethnic origin to all rights, privileges, programs, and activities at the school. Imago Dei does not discriminate on the basis of race, color, religion, sexual orientation, gender, or ethnic origin in the administration of its policies.

Give a Charitable Gift

Give a Tax Credit Gift

DOWNTOWN MURALS AND IDMS KIDS

In Uncategorized by Imago Dei / August 12, 2016

Our seventh graders went out for a walking tour of some the gorgeous new downtown murals on August 11, and Principal Kitt Bret Harte entrusted two of the boys, Elliot and Aiden, with her fancy camera. They came back with some stunning shots, including an abstract of a downtown building that's really something. Great eye, guys!

Admission Policy & Procedure Policy of Nondiscrimination: Imago Dei Middle School admits students of any race, color, religion, nationality, gender, and ethnic origin to all rights, privileges, programs, and activities at the school. Imago Dei does not discriminate on the basis of race, color, religion, sexual orientation, gender, or ethnic origin in the administration of its policies.

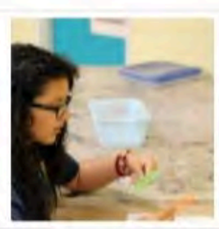
Give a Charitable Gift

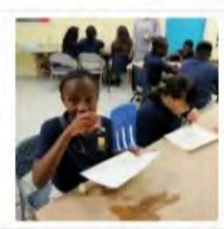
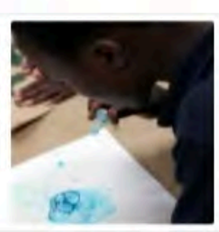
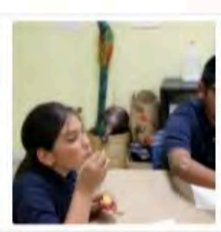
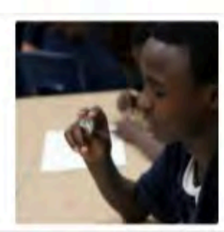
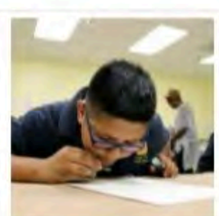
Give a Tax Credit Gift

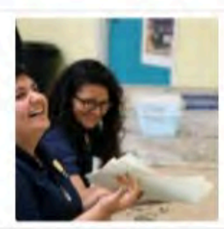
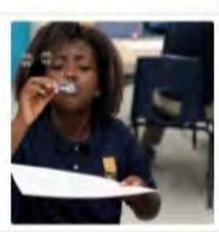
BUBBLE ART AT TMA

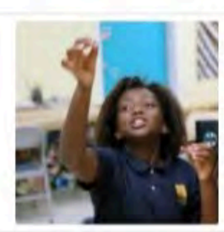
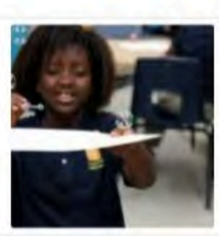
In Uncategorized by Imago Dei / May 20, 2016

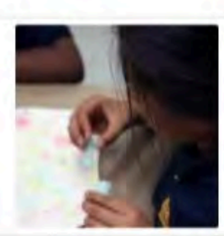
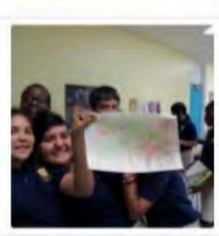
Our sixth graders walked over to the Tucson Museum of Art today, where they had a great time making images using the unique medium of colored bubbles. They had a ball. We couldn't appreciate our partnership with TMA more!



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Give a Charitable Gift

Give a Tax Credit Gift

IDMS KIDS MAKE TILE AT SANTA THERESA TILE WORKS

In Student Doings by Imago Dei / August 19, 2016

Our fifth graders spent a happy, entranced hour yesterday at Santa Theresa Tile Works – just up 6th Avenue at 6th Street – learning to make decorative tile with Santa Theresa owner Susan Gamble. Have you ever seen 11-year-olds more lost in what they're doing?

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OUR 5TH GRADE PRESENTS THE WIZARD OF OZ

In Student Doings by Imago Dei / June 6, 2017

In the midst of a super-busy end-of-the-year week, our adorable Fifth Grade – led by teachers Elaine Garcia and Carolyn Hollis, with the collaboration of Tucson's Live Theatre Workshop – presented a fantastic adaptation of the Frank Baum classic.

The production, presented on Thursday, May 18, at the Main Library downtown, featured the whole class, including three, count 'em, three Dorothies, and a truly inspired Wicked Witch. Even Ms. Garcia and Ms. Hollis played parts. It was great fun, and a tremendous success!

Many, many thanks to Michael Martinez and Amanda Gremel of Live Theatre Workshop for introducing our children to the joys of playacting, and to the awesome librarians of the Main Library, for the use of their Community Room.

ON STAGE!

THERE'S DRAMA IN OZ

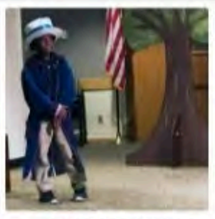
HIGH DRAMA

BAD WITCH VS. GOOD

THE SCARECROW AND THAT FLYING MONKEY LOOK FAMILIAR

TIN MAN

OUR WITCH


THE WIZARD HIMSELF

A DOROTHY

TOTO

THREE DEDICATED PLAYERS

SHOES

CREATIVE COSTUMES AND SCENERY BY LIVE THEATRE WORKSHOP

THE DOROTHIES BOW

THE WICKED WITCH GETS THE SHOES AT LAST!

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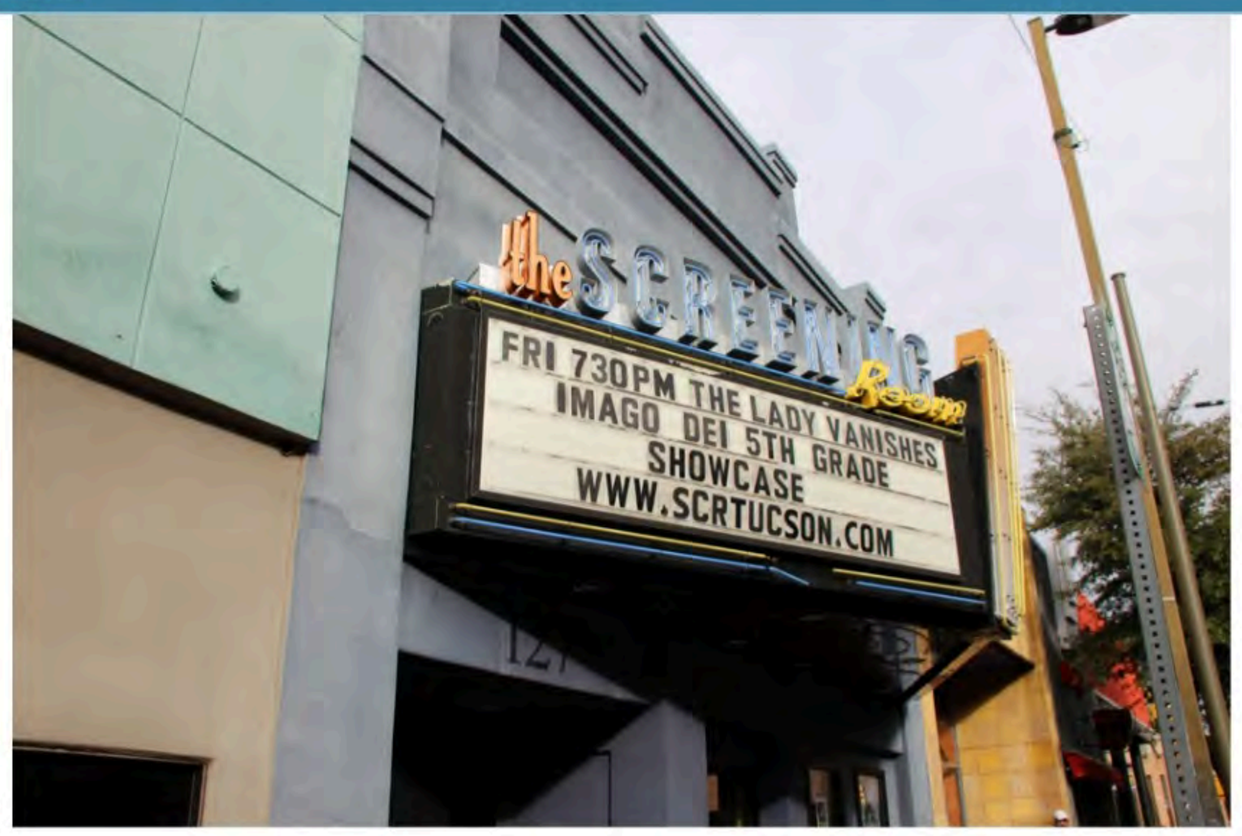

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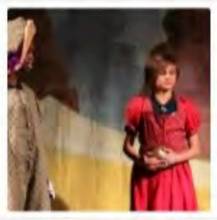
FIFTH-GRADE PLAY

In Uncategorized by Imago Dei / December 10, 2018

With the help of Live Theatre Workshop, our fifth-graders presented Jackie and the Chile Stalk at the Screening Room on Friday, December 7. Congratulations to all on a great show!



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FAQS

(Para ver preguntas frecuentes en español, haga clic aquí, por favor.)

Is Imago Dei Middle School a charter school?

- No, Imago Dei is a private non-profit school that does not receive state funds.

Is my child eligible to enroll at Imago Dei?

- **Financial Eligibility**: Our most important requirement is that a student qualifies for the free or reduced lunch program.
- **No Entrance Exams**: We do not require an entrance exam.
- **Special Education**: We can make accommodations but we do not provide special education services.

How many students are in the school?

- Our commitment is to a maximum of 80 students. Each grade will have no more than 20 students.
- We maintain a 1:10 teacher to student ratio allowing for lots of attention to academics.

No additional cost to families

- School supplies are provided to our students.

Is there a uniform?

- Students are required to wear a navy blue polo shirt with or without the school logo. Khaki pants, shorts or skirts are to be worn.
- Shirts with an embroidered logo will be provided by the school.

Do you provide transportation?

- The school does not provide transportation. Many families carpool. Others have their students ride Sun Tran because the Ronstadt Transit Center is directly across from the school. Some students ride bikes.

How are parents involved at Imago Dei?

- We ask families to volunteer 4 hours a month at the school.
- Teachers are in regular communication with families regarding each student's performance to help increase support and encouragement in the learning process. Parent-teacher conferences are held each quarter during the school year.

Imago Dei is an Episcopal School. Do you have to be Episcopalian to enroll?

- No. We are open to families of all faiths and encourage the sharing of each other's beliefs to help foster our community.
- **Religion class**: Each grade has a religion class twice a week. Students in each grade explore different aspects of religion, including an introduction to religions of the world, exploration of sacred spaces and ethics and community service. Our overall goal is to teach our students to be respectful and contributing members of our community.
- **Worship**: During the week, except for Wednesday, students start and conclude the day with a worship service. It is more a time for reflection and to be thankful for family, friends and life in general. Students can choose to pray if they like.
- There is a **Eucharist** every Wednesday before lunch and communion is offered. It is up to each family to decide if the student can participate in communion.

Enrichment activities/Field trips

- Our scholars enjoy a variety of enrichment activities at no additional cost to families. Activities have included frequent visits to the Tucson Museum of Art, Playformance, Children's Museum Tucson, The University of Arizona, and other locations.
- Students also enjoy a variety of activities at the school, including PE, yoga class, quilting class, art projects, community service activities, graduate support, and clubs.

Graduate Support Program (GSP)

- Imago Dei is committed to following our grads through high school. GSP staff assists with high school placement and checks in with students at their high schools.
- There is a Graduate Support Center at the school that is available as a study area, tutoring as needed and computer availability.
- GSP is an integral part of the enrichment activities of all the grades with an emphasis on high school and post-high school goals.

What is the schedule?

- From Monday through Friday, students can arrive as early as 7:30 am to have breakfast.
- The day officially starts at 8:00 am with worship. Attendance is taken during this time.
- Wednesday is early-out day; all students are released at 4:00pm.
- Monday through Friday, the academic day officially ends at 4:00pm.
  - Honor roll students can leave at 4:15 pm after a short worship.
  - Remaining students have study hall from 4:00 pm to 5:30 pm for homework help and tutoring. Dismissal is at 5:30 pm.
- Mandatory Saturday school is from 9:00 am to 12:00 pm, when scheduled.
  - Honor roll students are not required to attend.
  - Non-honor roll students participating in extracurricular activities may be excused from Saturday attendance with the approval from the Head of School.

What is your academic year schedule?

- We start in early August and observe the usual holidays and breaks of other districts.
- There are 3 weeks of mandatory classes in June with a shorter daily schedule and no Saturday school.
- There is a mandatory camp in Prescott for continuing students that will be scheduled during August. There are no additional costs to the family.

IN THE NEWS

SCHOOL SCIE...
JANUARY 26, 2022

THANKSGIVI...
JANUARY 21, 2022

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EXHIBIT 19

A DAY IN THE LIFE

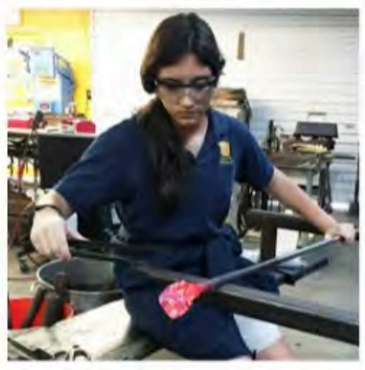
A day at Imago Dei begins early, with breakfast at 7:30, and goes late, until Study Hall is dismissed at 5:30. (Honor Roll students may leave earlier, at 4:00.) In between, there's a lot to do, experience, and, most of all, learn.

Breakfast, 7:30-8:00 The school opens at 7:30 as the school's 70+ scholars begin to arrive by car and city bus and on foot. Staff members serve a simple, healthful breakfast every morning to all Imago Dei scholars who want it. Most do.

Chapel, 8:00-8:30 School begins every day with Chapel. It's a spiritually nourishing opportunity to settle, reflect, and focus on the day ahead.

Morning Classes, 8:30-12:30 Scholars focus on academics during Periods 1-4. The school's curriculum includes English, Math, Science, History, Religion, and PE, plus regular instruction in Art and Music, Spanish for 5th- and 7th-graders, Latin for 6th- and 7th-graders, Graduate Support and Advisory classes, and daily Enrichment. On Wednesdays, students attend Eucharist during 4th period.

Lunch, 12:30-1:30 Everyone's favorite hour. Scholars enjoy fresh, healthy, tasty meals prepared by Johnny Gibson's Downtown Market. Before or after lunch, there's a half-hour for play, indoors or out.



Enrichment, 1:35-3:00 The extended day, week and year allow time for experiences off and on campus, from sports and arts and crafts to dance, sewing, gardening, field trips, and much more. Eighth graders take part in Community Service as part of Enrichment.

Afternoon Classes, 3:00-4:00 Academic classes resume in the afternoon. The Fifth and Six Grades are self-contained, while Seventh and Eighth Graders transition from one room to another during the day to help prepare them for high school. Students are released early on Wednesdays, so staff can meet and plan.

Study Hall, 4:00-5:00 Study Hall, like Saturday School, is required for scholars with less than a B average; both are optional for scholars who have made Honor Roll. Study Hall is supervised by teachers who can provide homework help to those who need it.

Dismissal, 5:00 Each day ends when students flood out onto the sidewalk and head for home. Tomorrow is another busy day.

OUR SCHOOL

- A Day in the Life
- Impact
- Faculty
- Staff
- Volunteers
- Family Pantry

Give a Charitable Gift

Give a Tax Credit Gift

IN THE NEWS

SCHOOL SCIE...
JANUARY 26, 2022

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ENRICHMENT

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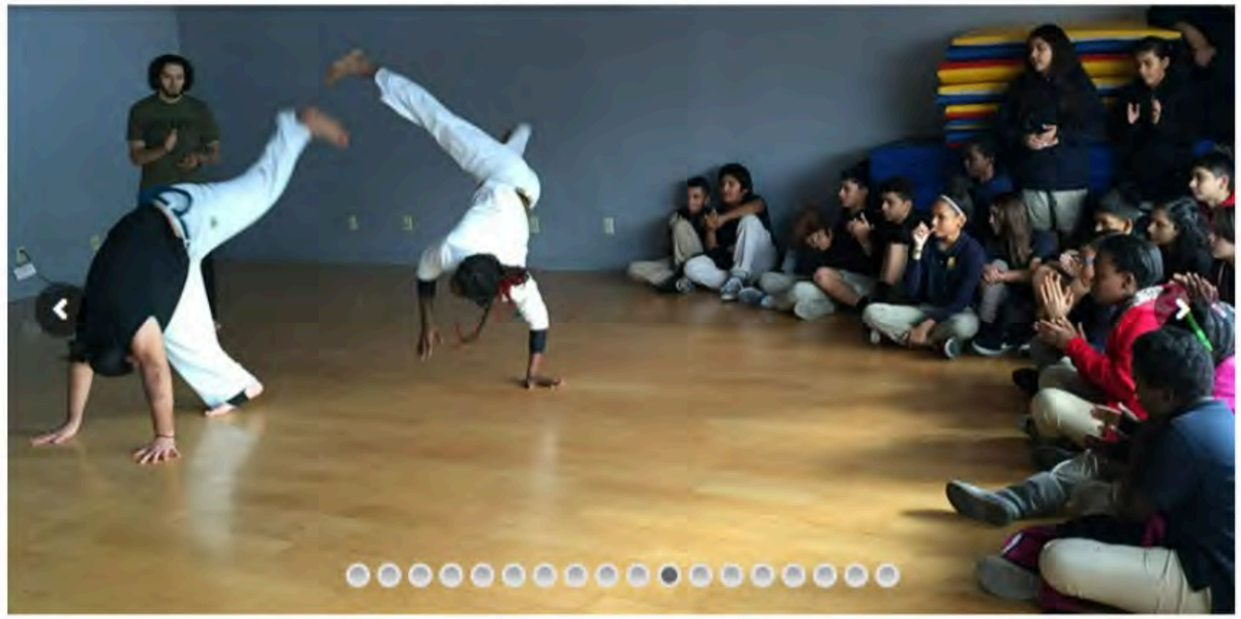

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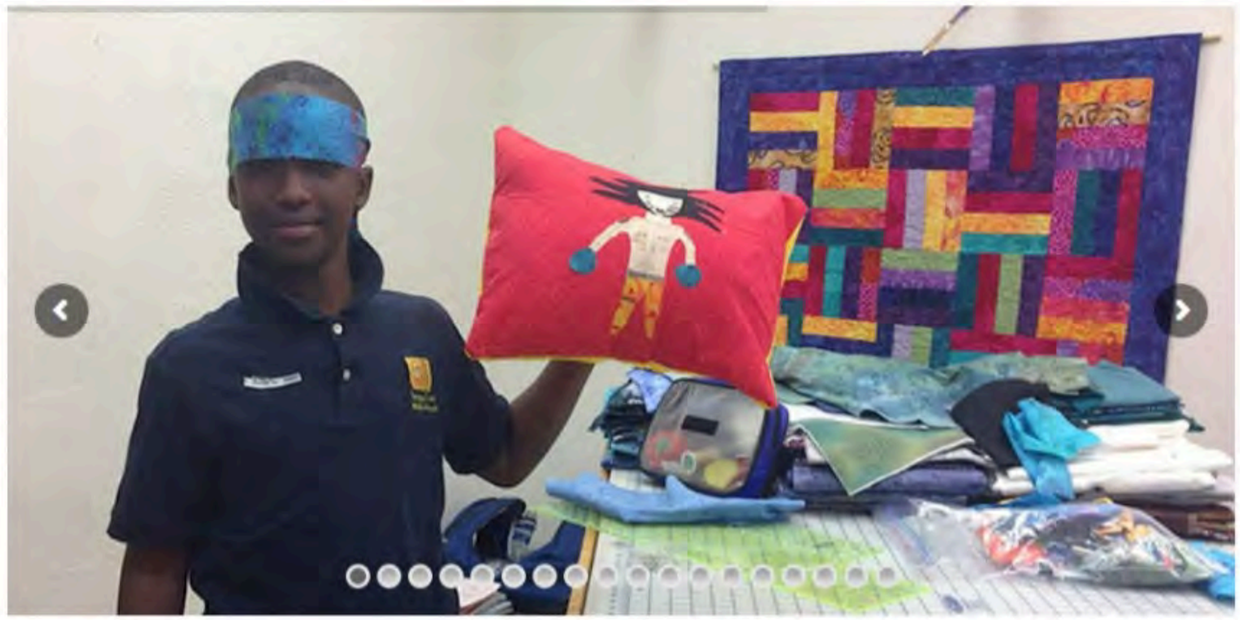

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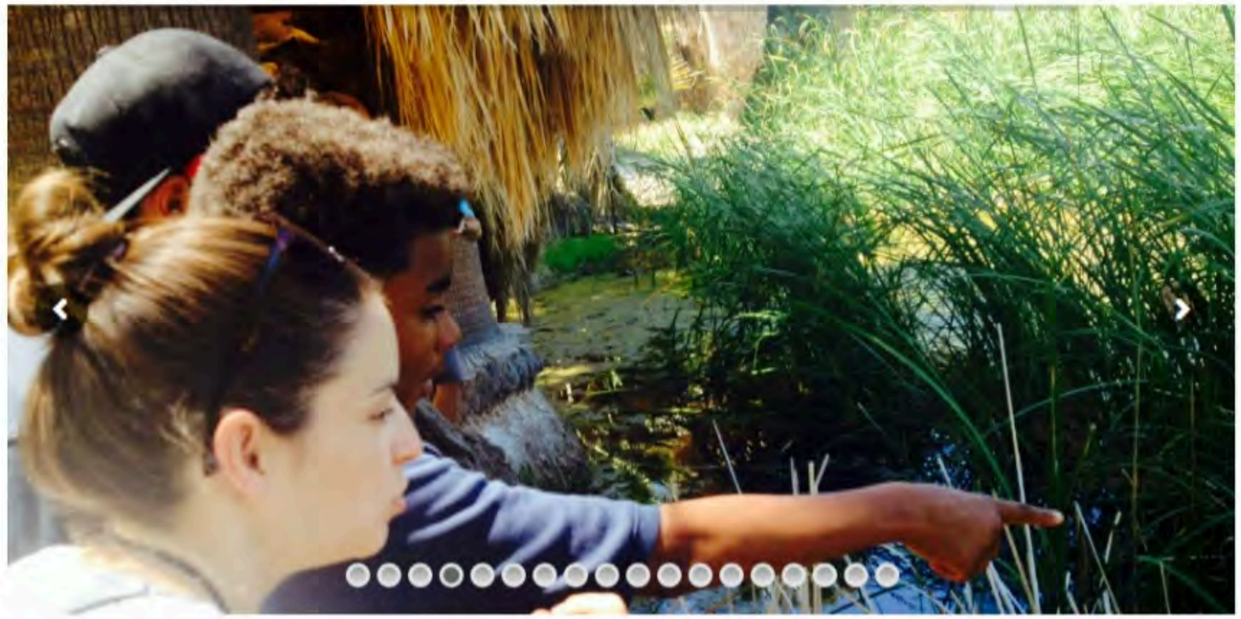

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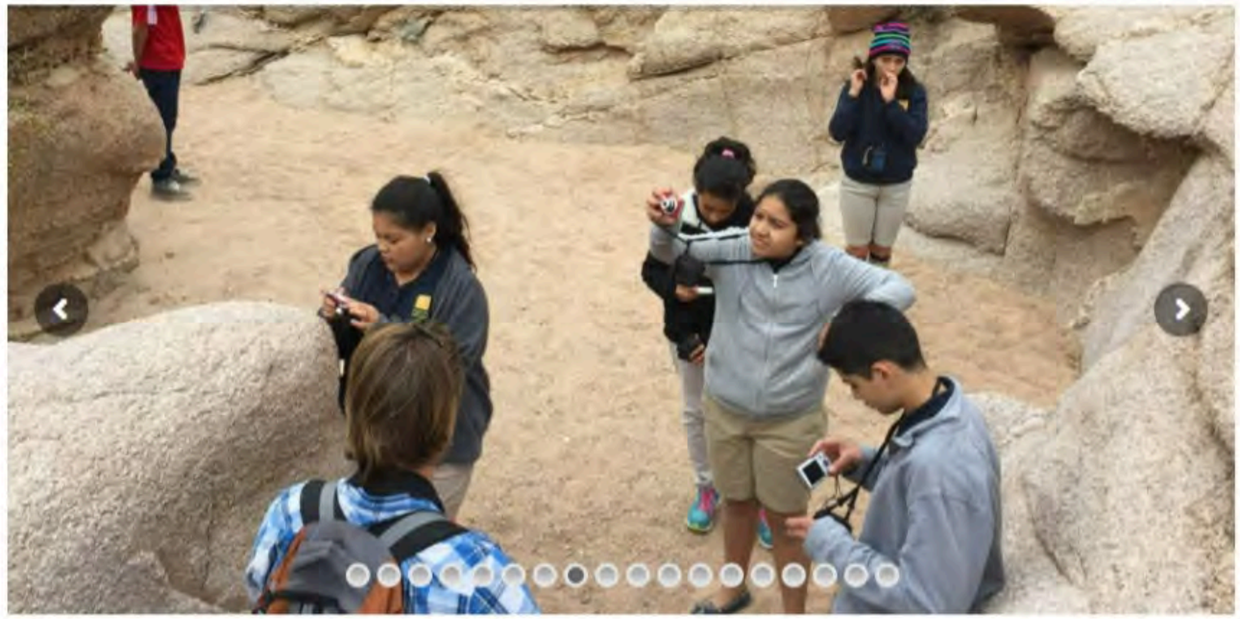

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STUDENT LIFE

- Spiritual Life
- Enrichment
- Community Service
- Graduate Support Program
- Student Art Gallery

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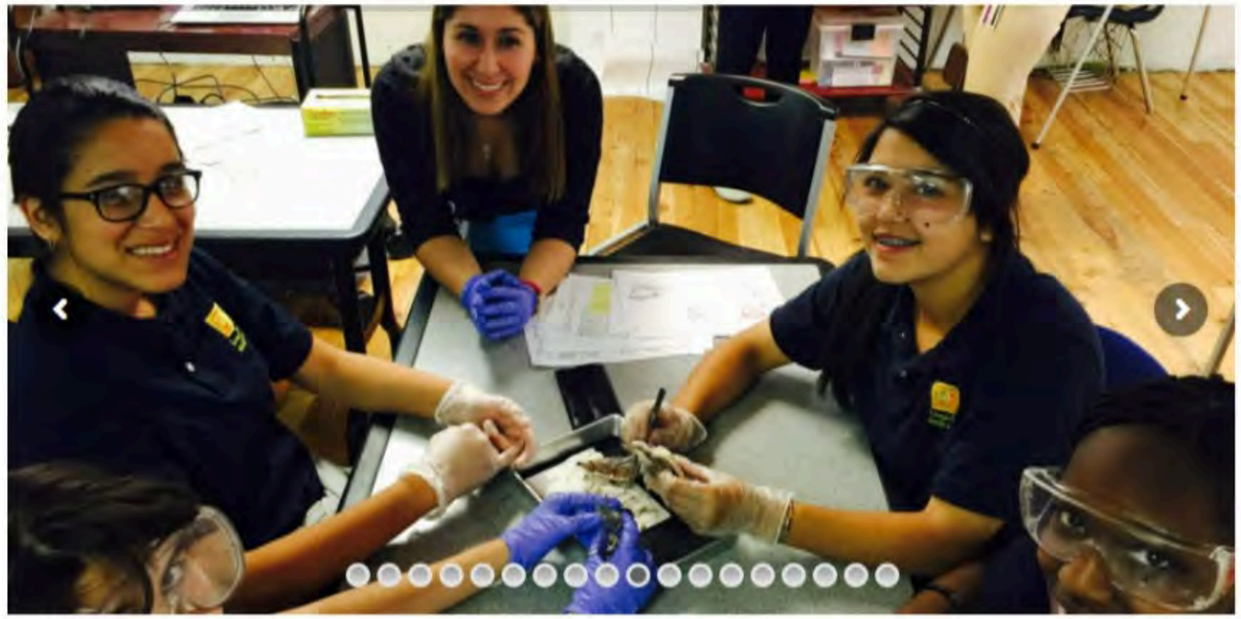

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Admission Policy & Procedure Policy of Nondiscrimination: Imago Dei Middle School admits students of any race, color, religion, nationality, gender, and ethnic origin to all rights, privileges, programs, and activities at the school. Imago Dei does not discriminate on the basis of race, color, religion, sexual orientation, gender, or ethnic origin in the administration of its policies.

ENRICHMENT

Imago Dei's 10-hour school days and extended week and year allow plenty of time for scholars to experience the arts, spend time in nature, learn from visiting experts, engage in community service, develop sports skills, visit sites of interest around Tucson, and generally have their perspective broadened and their well of experience deepened through hands-on learning. Enrichment is an important part of every day, for every grade at our school.

IN THE NEWS

SCHOOL SCIE...
JANUARY 26, 2022

THANKSGIVI...
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ENRICHMENT

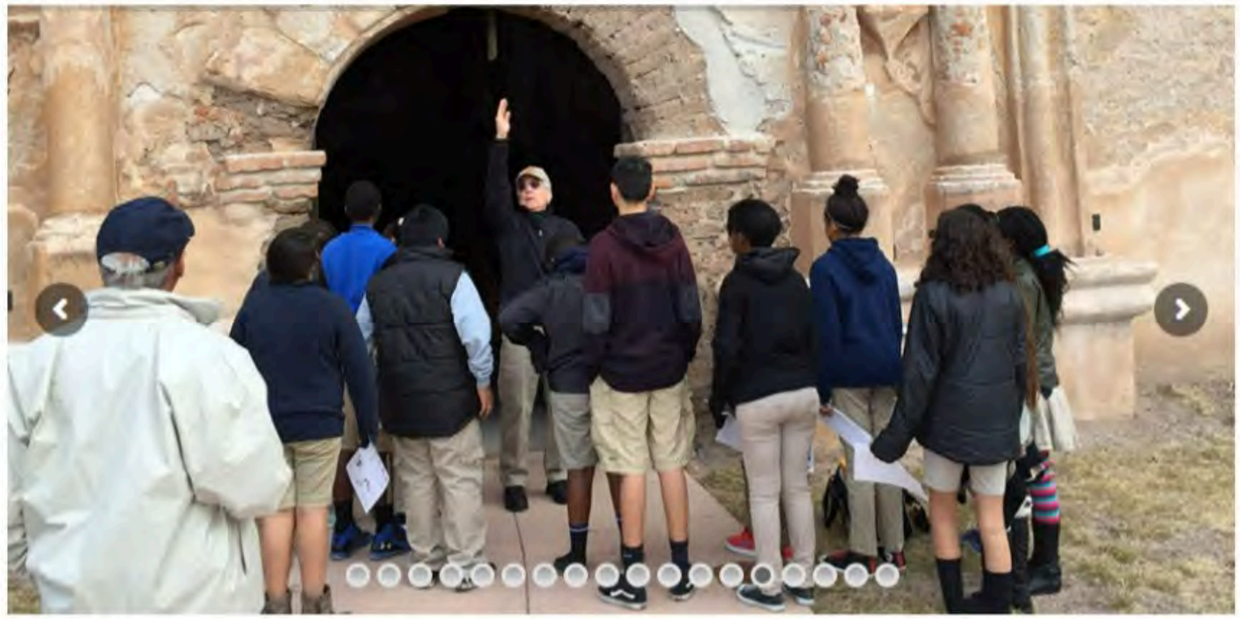

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EXHIBIT 20

OUR PARTNERS

It truly does take a village, and Imago Dei's ability to serve the children who most need a quality, private-school education depends on community partners.

Due to the extraordinary generosity of STTW founder Susan Gamble, Imago Dei now owns and operates Santa Theresa Tile Works, a renowned artisanal tile and design studio a few blocks from the school. All proceeds from STTW benefit Imago Dei, helping to provide a free, quality private-school education to children from low-income families.

Imago Dei enjoys a number of robust collaborations that contribute to our program and our scholars' success, including partnerships with:

- Sonoran Glass School
- Tucson Girls Chorus
- Tucson Museum of Art
- Britt's Tennis Academy
- Capoeira Malandragem
- Playformance
- The Udall Foundation's Parks in Focus program

Our students also benefit from partnerships with units at the University of Arizona, including:

- Center for the Recruitment and Retention of Mathematics Teachers
- UA School of Dance
- ASU College of Social Work
- The College of Education's School Psychology Program
- The College of Education's Project SOAR

Johnny Gibson's Downtown Market, just down the block on 6th Ave., partners with us to provide our children with a fresh, delicious lunch every day.

To see a complete list of our partners, please see our Annual Reports.

We are endlessly grateful for the community support that makes our work possible.

ABOUT US

The Need
Who We Serve
History
Our Founders
Board
Our Donors
Our Partners
Jobs
Calendar
Annual Reports
Contact Us

Give a Charitable Gift

Give a Tax Credit Gift

Support Imago Dei Middle School.
When you shop at **smile.amazon.com**, Amazon donates.
Go to smile.amazon.com
amazonsmile

IN THE NEWS

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SUPPORT

Imago Dei relies for its existence on charitable support from a wide network of individuals, businesses, foundations, and congregations, plus Arizona State Tax Credit gifts from both individuals and businesses. We are a 501 (c)(3) nonprofit organization, EIN #86-1155866, and every dollar we receive goes to educate low-income Tucson children.

IN THE NEWS

SCHOOL SCIE...
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JANUARY 25, 2022

Charitable Gifts

We gratefully accept checks and online donations, gifts of stock and other securities, and in-kind donations. Please call **520.882.4008** for details about giving securities, or to inquire about the school's need for in-kind gifts. All gifts to Imago Dei are tax deductible, and we will happily furnish you with a receipt.

Checks can be made out to Imago Dei and mailed to:

Imago Dei Middle School
PO Box 3056
Tucson, AZ 85702.

We accept online gifts through Network for Good, which you can reach by clicking this button:

Give a Charitable Gift

Tax Credit Giving

Under Arizona law, individuals and businesses may assign a portion of their tax credit obligation to support education. For more information or to give, please visit the Arizona Episcopal Schools Foundation website, or click on the red button below. Or download the form here, print, and mail with your check (made out to AESF, please) to:

AESF
PO Box 12927
Tucson AZ 85732-2927

Give a Tax Credit Gift

Do you own or work for a C- or S-corp that pays taxes in Arizona? Designating a portion of your state taxes for education is easy. To learn more about *corporate* tax credit giving, an increasingly important part of our school's funding picture, please call **520.882.4008**. A one-page form is all that's required.

Other Ways to Support Imago Dei

Volunteering

Do you have a time and talent to share? We offer a nearly limitless range of volunteer opportunities in a convenient location downtown.

Partnering

We partner with dozens of businesses, clubs, and other organizations to provide services and and enrichment to our students. We are grateful to and proud of our community partners, and we welcome inquiries and proposals.

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EXHIBIT 21

Home / / EDUCATION / Imago Dei

Imago Dei

BizDESIGN · November 2, 2016 · 2 minutes read

By April Bourie –

Middle School Creates a 'Village' for Young Students

"It takes a village" is a phrase that many of today's parents know all too well.

This "village" often consists of an intricate network of grandparents, babysitters, friends, teachers and after-school programs. The wider "village" for Imago Dei Middle School – an independent, tuition-free middle school for children from low-income families – extends to a collaboration of individuals, companies and nonprofits in Tucson.

The strong support of these entities is helping the school to achieve its vision of breaking the cycle of poverty through quality education. The school recently celebrated its 10th anniversary. Ninety percent of its graduates have gone on or are on track to receive their high school diplomas. The school recently was named the beneficiary of a $600,000 grant from Angel Charity for Children.

Imago Dei – translated it means "Image of God" – is an Episcopal school that welcomes children of all or no faiths. It serves children in grades five through eight who qualify for the national free or reduced lunch program.

Rev. Anne Sawyer, co-founder and head of school, said the experience is an "education of the family." A requirement for "scholars," the term the school uses for its students, is to have a parent or guardian at home that will support the child through his or her tenure at the school. Many of the parents value education but may not have the resources to provide the support the children need to succeed.

"Many of our families are dealing with economic, housing and unemployment problems, which force them to focus on priorities other than their children's education," Sawyer said. "We even see a few cases of addiction and abuse."

To overcome those obstacles, the school operates differently than other schools, Sawyer said. Students attend classes 10 hours a day, six days a week, and 11 months of the year.

"Many students who come to us in fifth grade are actually learning at a second- or third-grade level," Sawyer said. "Because of the extended schedule, our teachers are able to teach and build relationships with the children, discovering their specific needs (both at home and at school), and close those educational gaps."

When scholars are getting close to graduation, the staff assists in choosing the best high school that will continue to motivate them to learn. In addition, college selection and scholarship application assistance is provided to any scholars requesting it.

"It's a terrific journey," said Alba Nichols, whose four children have attended the school, three of whom have graduated. "The teachers are able to help with any issues, and my kids have become so much more independent and responsible because of their time there."

Downtown Tucson, where Imago Dei is located, has become an extended campus for the young scholars. The school collaborates with the Sonoran Glass School, Playformance, Arizona Theatre Company, UCA Tucson Capoeira and the Tucson Museum of Art to provide enrichment classes.

"Given the close proximity to TMA, our collaboration is an ideal relationship where students are able to walk to the museum to learn about various artistic practices and diverse exhibitions on view," said Marianna Pegno, associate curator of education at the museum. "Working with these students over several years has built trust, comfort, creativity and critical thinking for them, and sets the stage for TMA to engage with local schools."

Imago Dei also partners with the Tucson Girls Chorus, Intuit and several colleges at the University of Arizona. Sawyer said the school's success "is a result of the love and support of the entire Tucson community and its support of education."

Operating costs at the school amount to approximately $15,000 per student. Many of the enrichment collaborations are covered by grants, which the local arts organizations have applied for on their own. Salaries and other operating costs are covered completely by donations and grants, making the $600,000 Angel Charity award extremely valuable. Imago Dei will purchase its building with the award.

"We were renting our space, but now we have the confidence of owning the building and even receiving rent payments from other tenants," Sawyer said. "It is truly an honor to receive this award from an organization with such leadership, knowledge and expertise."

Adding Angel Charity into Imago Dei's "village" of support will position the school for success in the next 10 years and beyond, Sawyer said, allowing it to make a positive difference in the lives of its scholars and their families.

Facebook | Twitter

Avery Therapeutics wins $60,000 in Cash

Paulo Goes – New Eller Dean on the Go

Related Articles

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YMCA Military Ball
September 27, 2016

BizTUCSON Fall 2016 Issue
September 13, 2016

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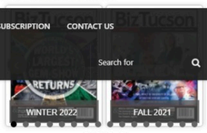

COVID-19 Community Links

Tucson International Airport
https://www.flytucson.com/coronavirus-covid-19-update/

Community Foundation for Southern Arizona Community Resource Guide
Community Resource Guide

Tucson Metro Chamber Business Resources
https://tucsonchamber.org/covid19/

Pima County Health Department
Pima County

City of Tucson
City of Tucson

Arizona State Government
ArizonaTogether.org

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BizRESOURCES

- MAP Dashboard
- Visit Tucson
- Sun Corridor Inc.
- City of Tucson
- Tucson Metro Chamber
- Tucson Airport
- Southern Arizona Defense Alliance (SADA)
- University of Arizona
- University of Arizona Athletics

NEWSSTAND & RETAIL LOCATIONS

AJ's Fine Foods
2805 E. Skyline Dr. (La Encantada)

Albertsons
All Tucson Locations

Barnes & Noble
7325 N. La Cholla Blvd.
5130 East Broadway Blvd

Bashas'
All Southern Arizona Locations

Crescent Tobacco & News
200 E. Congress St.
7037 E. Tanque Verde

Safeway
All Southern Arizona Locations

Tucson International Airport

BizTucson
THE REGION'S BUSINESS MAGAZINE

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Parcel Number: 117-04-2710

Property Address

Street Number	Street Direction	Street Name	Location
221	E	6TH ST	Tucson

Contact Information

Property Owner Information:

221 E 6 ST LLC
ATTN: DAVID NICHOLS REALTY INC
1900 E MIRAVAL CUARTO
TUCSON AZ
85718-3033

Property Description:

TUCSON E92.4' LOT 10 & 11 & N57' W2 LOT 10
EXC S47' W55.5' THEREOF & E2 LOT 7 BLK 60

Valuation Data

Property Appraiser: **Phone:**

Valuation Year	Property Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2022	COMMERCIAL (1)	17.5	$136,194	$983,906	$1,120,100	$744,182	$130,232
2023	COMMERCIAL (1)	17.0	$136,194	$983,906	$1,120,100	$781,391	$132,837

Property Information

Township:	14.0	**Section:**	12	**Range:**	13.0E
Map:	3	**Plat:**	71	**Block:**	060
Tract:		**Land Measure:**	20,953.00F	**Lot:**	00010
Census Tract:	400	**File Id:**	1	**Group Code:**	
Use Code:	1120 (STORE FRONT COMMERCIAL BLDG)			**Date of Last Change:**	3/7/2017

Sales Information (1)

Affidavit of Fee No.	Parcel Count	Sale Date	Property Type	Sale	Time Adjusted Sale	Cash	Validation
19980130873	1	2/1998	Commercial/Industrial	$300,000	$300,000	N	W5 JAC DEED: Special Warranty Deed

Valuation Area

District Supervisor: ADELITA GRIJALVA **District No: 5**

DOR Market	Land Subarea	Neighborhood	Sub ID	Economic District
6	1111044 DEL	08021001	03071 DEL	30

Recording Information (3)

Sequence No.	Docket	Page	Date Recorded	Type
20040980531	12306	2273	5/20/2004	WTDEED
20020691104	11775	4638	4/10/2002	QCDEED
19980130873	10736	2645	2/19/1998	

Commercial Characteristics

Commercial Summary

Interface	Total Sq Ft	Cost Value	CCS Override	Market Override
Y	14,003	$423,836	$0	$983,906

Commercial Detail

SEQ-SECT	Const Year	Model / Grade	IPR	Sq Ft	RCN	RCNLD	Model Description
001-001	1962	111/3	0000000	14,003	$1,127,224	$423,836	RETAIL STORE

Petition Information (7)

Tax Year	Owner's Estimate	Petition	Work Up
2018	$375,000	pdf	pdf
2015	$440,000		
2014	$400,000		
2012	$416,490		
2010	$490,000		
2007	$240,000		
2005	$138,830		

Permits (8)

Permit	Status	Issued	Final	City	Value	SqFt	Sub	FirstInsp	LastInsp	Processed	% Complete
T00CM04179	COTH ~ FINAL	09/15/2000	10/20/2000	TUC	$75,000	2,439	3/*	12/15/2011	12/15/2011		0
	Description: TI:OFFICES										
T99CM03559	CALT ~ FINAL	10/04/1999	05/22/2000	TUC	$25,000	0	3/*	12/15/2011	12/15/2011		0
	Description: REMODEL:RETAIL										
T99CM04405	CALT ~ FINAL	10/04/1999	05/22/2000	TUC	$150,000	0	3/*	12/15/2011	12/15/2011		0
	Description: REMODEL:RETAIL										
T99CM04406	CALT ~ FINAL	10/04/1999	05/22/2000	TUC	$75,000	0	3/*	12/15/2011	12/15/2011		0
	Description: REMODEL:RETAIL										
T16CM02554	CADD ~ FINAL	04/29/2016	06/28/2016	TUC	$8,000	3,422	3/*	05/09/2016	05/09/2016		0
	Description: TI; ADDITION MED MARIJUANA DISPENSARY										
T13CM02564	CALT ~ FINAL	05/17/2013	06/05/2013	TUC	$3,000	2,392	3/*				0
	Description: TI: MED MARIJUANA DISPENSARY										
T09OT00167	COTH ~ FINAL	02/27/2009	04/28/2009	TUC	$0	9,898	3/*	12/15/2011	12/15/2011		0
	Description: C OF O: GYM										
T04OT00701	COTH ~ FINAL	04/06/2004	04/14/2004	TUC	$0	6,971	3/*	12/15/2011	12/15/2011		0
	Description: C OF O:OFFICE										

Notes (7)

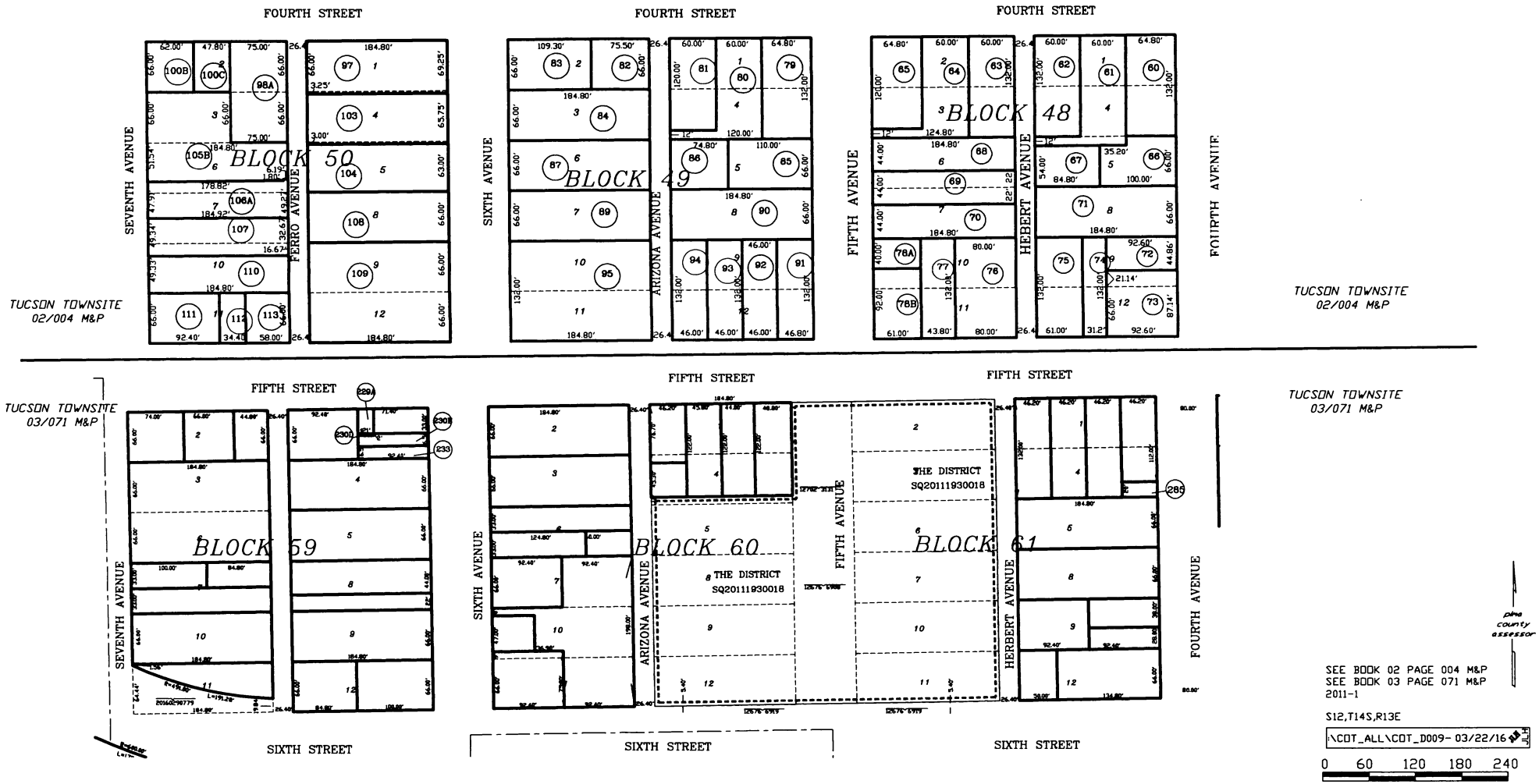
Created: 5/11/2016 **Modified:** 5/11/2016	2018N No change to use code 1120. No change to Land/IMP class 1/0. Updated CCS IMP 001, tenant improvement. Updated APEX/Photos in Book-Map.
Created: 5/30/2014 **Modified:** 5/30/2014	PETITION 2015 A LEVEL RULE A
Created: 5/31/2013 **Modified:** 5/31/2013	PETITION 2014 A LEVEL RULE A
Created: 7/11/2011 **Modified:** 7/11/2011	PETITION 2012 A LEVEL REVIEWED & ADJUSTED
Created: 6/24/2009 **Modified:** 6/24/2009	2010 A-LEVEL: REVIEWED & ADJUSTED.
Created: 11/3/2006 **Modified:** 11/3/2006	2007 SBOE LEVEL OK.
Created: 12/3/2004 **Modified:** 12/3/2004	B-LEVEL OK

ASSESSOR'S RECORD MAP

117-04

CITY OF TUCSON

BLOCKS 48-50; 59-61

DETAIL 9

(COTALL)