

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 11/04/2025**

**DATE**

**PUBLIC SESSION: 11/18/2025**

**DATE**

**ITEM (CHECK ONE)**

       ORDINANCE     RESOLUTION           REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located at 1081 McClure Road known as case number SUP 25-014

**CASE NUMBER:** SUP 25-014

**LOCATION:** 1081 McClure Road

**COUNCIL DISTRICTS:** District 3 and Super District 8

**OWNER/APPLICANT:** T Harris Real Estate, LLC

**REPRESENTATIVE:** Todario Harris

**REQUEST:** To allow a childcare center of 13+

**AREA:** +/-0.73 acres

**RECOMMENDATION:** The Division of Planning and Development recommended *Approval with conditions*  
The Land Use Control Board recommended *Approval with conditions*

**RECOMMENDED COUNCIL ACTION:** Public Hearing Not Required

**PRIOR ACTION ON ITEM:**

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
10/09/2025	DATE
(1) Land Use Control Board	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

	<u>DATE</u>	<u>POSITION</u>
<u>Travian Smith</u>	<u>10/13/2025</u>	PLANNER
_____	_____	DEPUTY ADMINISTRATOR
<u>Brett Readle</u>	<u>10/13/2025</u>	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	_____	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### SUP 25-014

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 1081 MCCLURE ROAD, KNOWN AS CASE NUMBER SUP 25-014

- This item is a resolution with conditions for a special use permit to allow a childcare center of 13+; and
- The item may require future public improvement contracts.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, October 9, 2025**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** SUP 25-014

**LOCATION:** 1081 McClure Road

**COUNCIL DISTRICT(S):** District 3 and Super District 8

**OWNER/APPLICANT:** T Harris Real Estate LLC

**REPRESENTATIVE:** Todario Harris

**REQUEST:** To allow a childcare center of 13+

**EXISTING ZONING:** Residential Single-Family – 10 (R-10)

**AREA:** +/-0.73 acres

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**The following spoke in support:** None

**The following spoke in opposition:** None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions.

**The motion passed by a vote of 7-0-0 on the consent agenda.**

Respectfully,

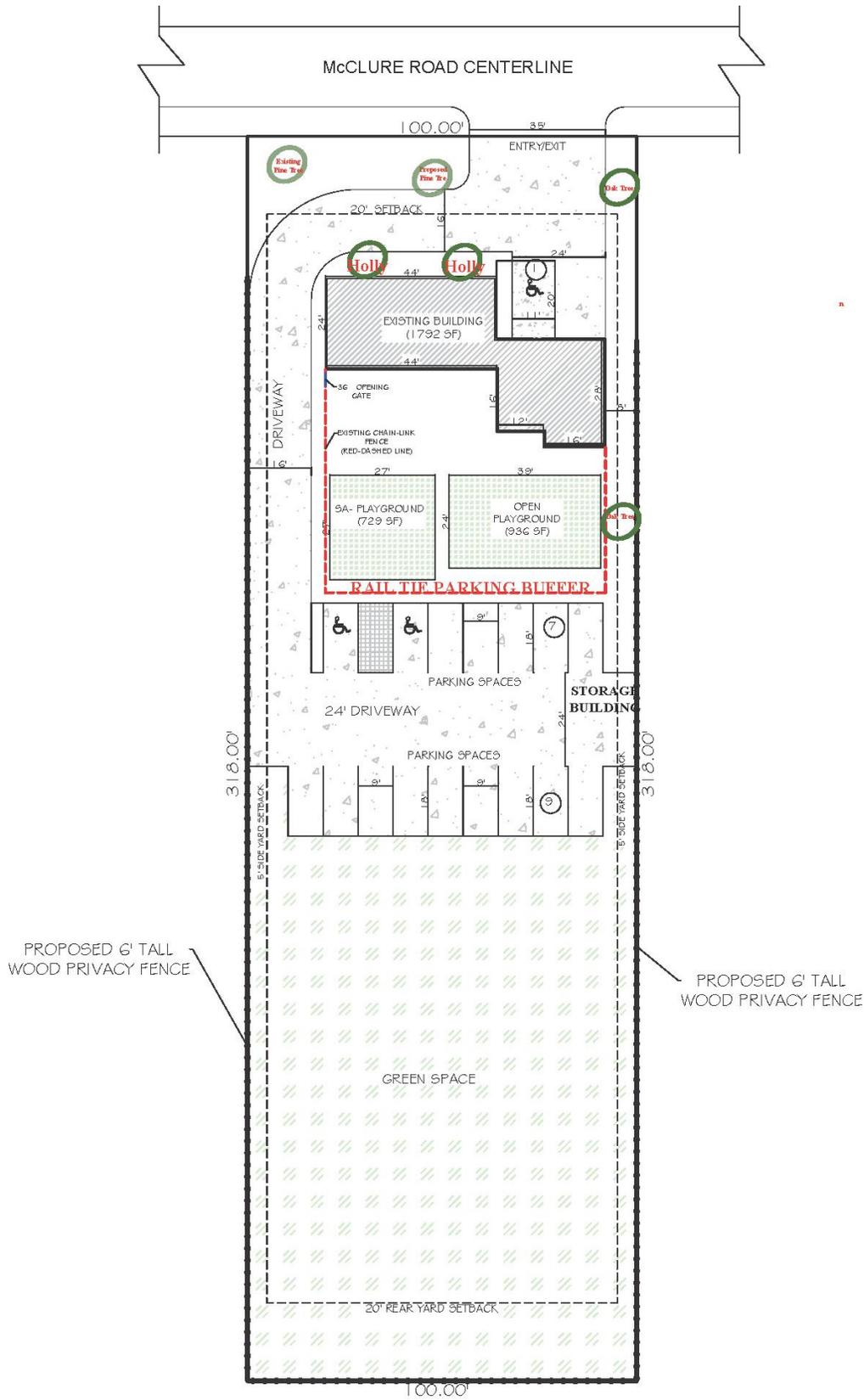
Travian Smith  
Planner I  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File

**SUP 25-014**  
**CONDITIONS**

1. A final site plan with landscaping shall be submitted for administrative review and approval by the Division of Planning and Development.
2. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
3. Should no special use permit be approved by the Memphis City Council by March 24, 2026, this variance shall be rendered null and void.

**SITE PLAN**



**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 1081 MCCLURE ROAD, KNOWN AS CASE NUMBER SUP 25-014**

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**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a special use permit for certain stated purposes in the various zoning districts; and

**WHEREAS**, the T Harris Real Estate LLC filed an application with the Memphis and Shelby County Division of Planning and Development to allow a childcare center of 13+; and

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives, and standards for special use permits as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on October 9, 2025, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a special use permit is hereby granted for the request use in accordance with the attached conditions.

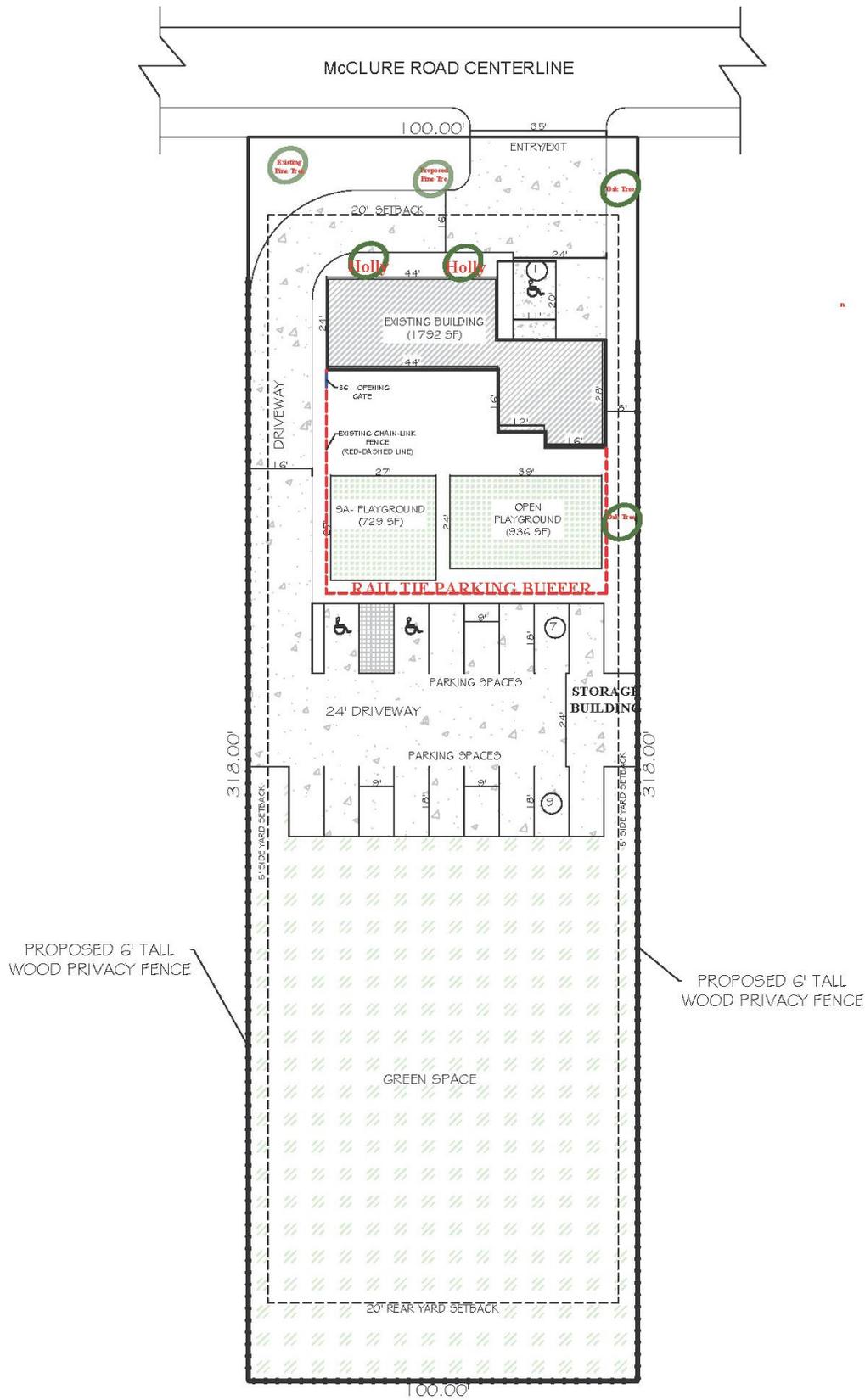
**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Council of the City of Memphis have been met.

**BE IT FURTHER RESOLVED**, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

## **CONDITIONS**

1. A final site plan with landscaping shall be submitted for administrative review and approval by the Division of Planning and Development.
2. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
3. Should no special use permit be approved by the Memphis City Council by March 24, 2026, this variance shall be rendered null and void.

# SITE PLAN



***ATTEST:***

**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement**

**AGENDA ITEM:** 10  
**CASE NUMBER:** SUP 2025-014  
**LOCATION:** 1081 McClure Rd  
**COUNCIL DISTRICT:** District 3 and Super District 8  
**OWNER/APPLICANT:** T Harris Real Estate LLC  
**REPRESENTATIVE:** Todario Harris  
**REQUEST:** Special use permit to allow a childcare center of 13+  
**EXISTING ZONING:** Residential Single-Family – 10 (R-10)

**L.U.C.B. MEETING:** October 9, 2025

## CONCLUSIONS

1. The request is to allow a childcare center of 13+ on a minor street. The site is within an R-10 zoning district. Being that McClure Road is a minor street; the property is approximately 743-feet away from an intersecting arterial. There was previously a variance application, BOA 2025-0078, that has been approved by the Board of Adjustment on September 24, 2025. See page 18 for the attached notice of disposition.
2. The subject property is a single-family home made up of +/- 1,332 sq. feet constructed in 1950. The applicant proposes 10 new parking spaces in the rear of the lot and three handicap spaces to accommodate the property.
3. The approval criteria regarding special use permits as set out in Section 9.6.9 of the Unified Development Code are met.
4. The requirement for special use permits for childcare centers as set out in the Unified Development Code, Paragraph 2.6.2B(1), Paragraph 2.6.2B(3), and Item 2.6.2B(3)(c) are met.
5. The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

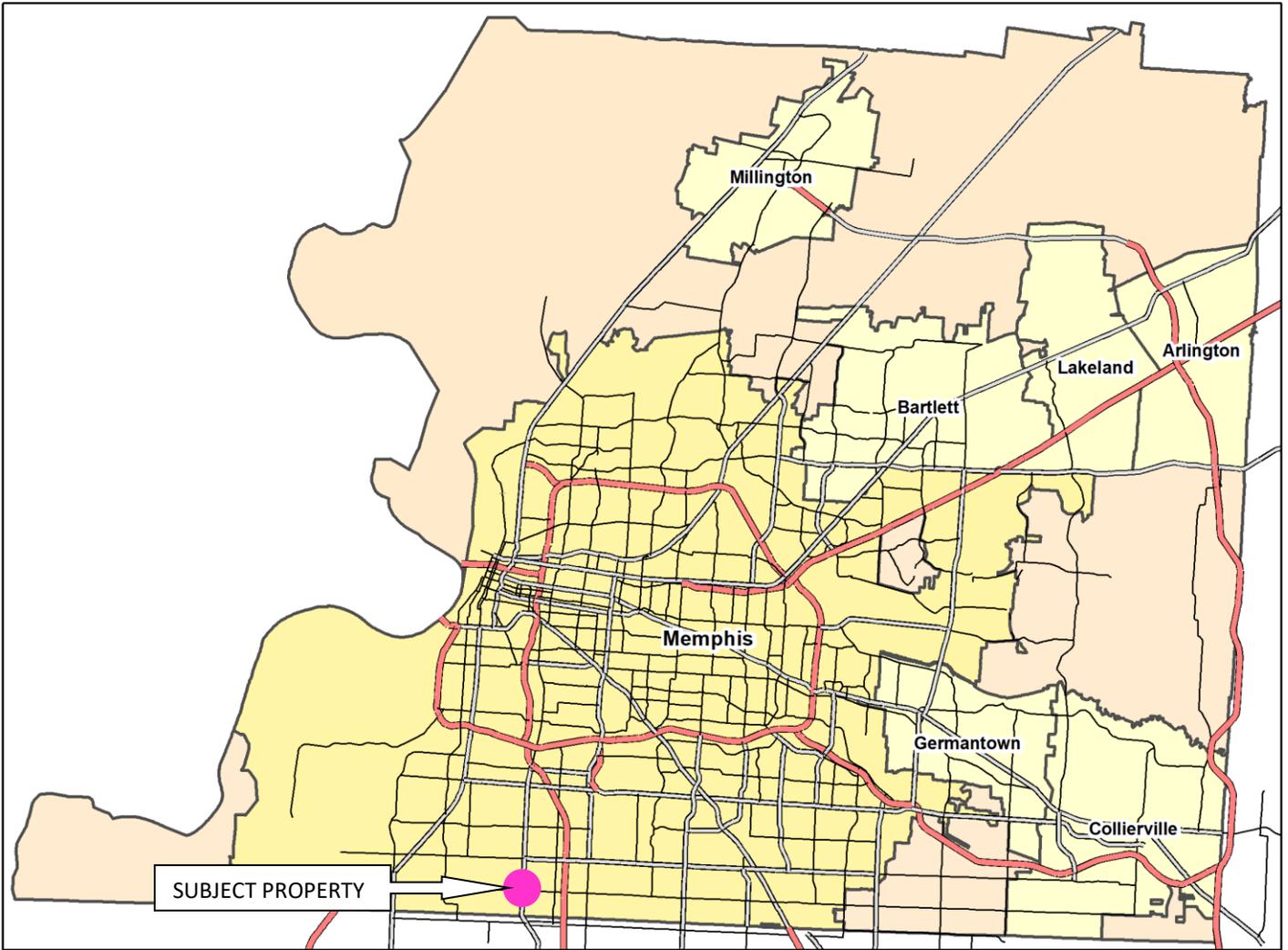
## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 16-18 of this report.

## RECOMMENDATION:

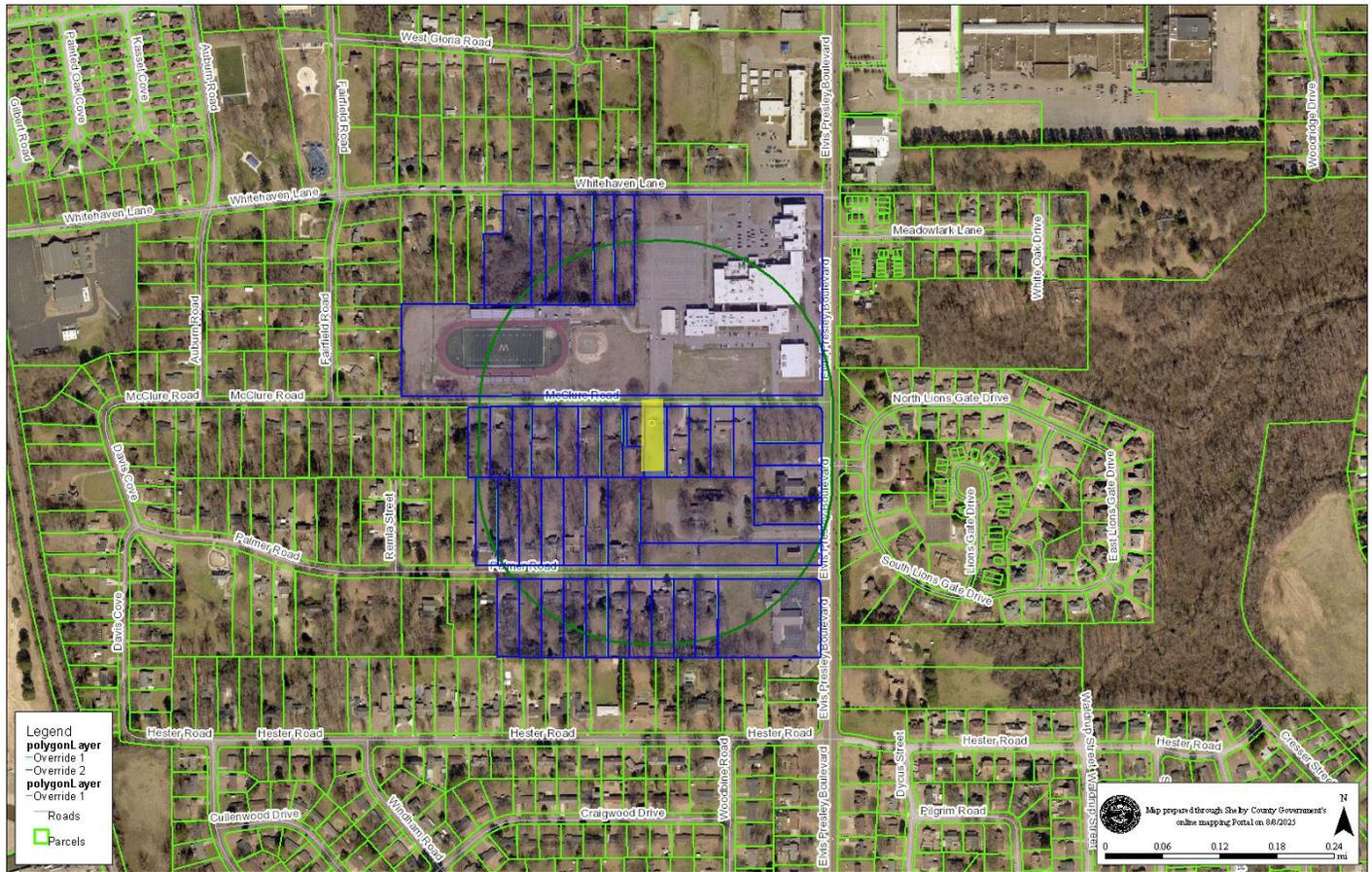
***Approval with Conditions***

**LOCATION MAP**



Subject property located within the pink circle

### PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow

### PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 43 notices were mailed on August 29, 2025, see page 20 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see page 21 of this report for a copy of the sign affidavit.

### NEIGHBORHOOD MEETING

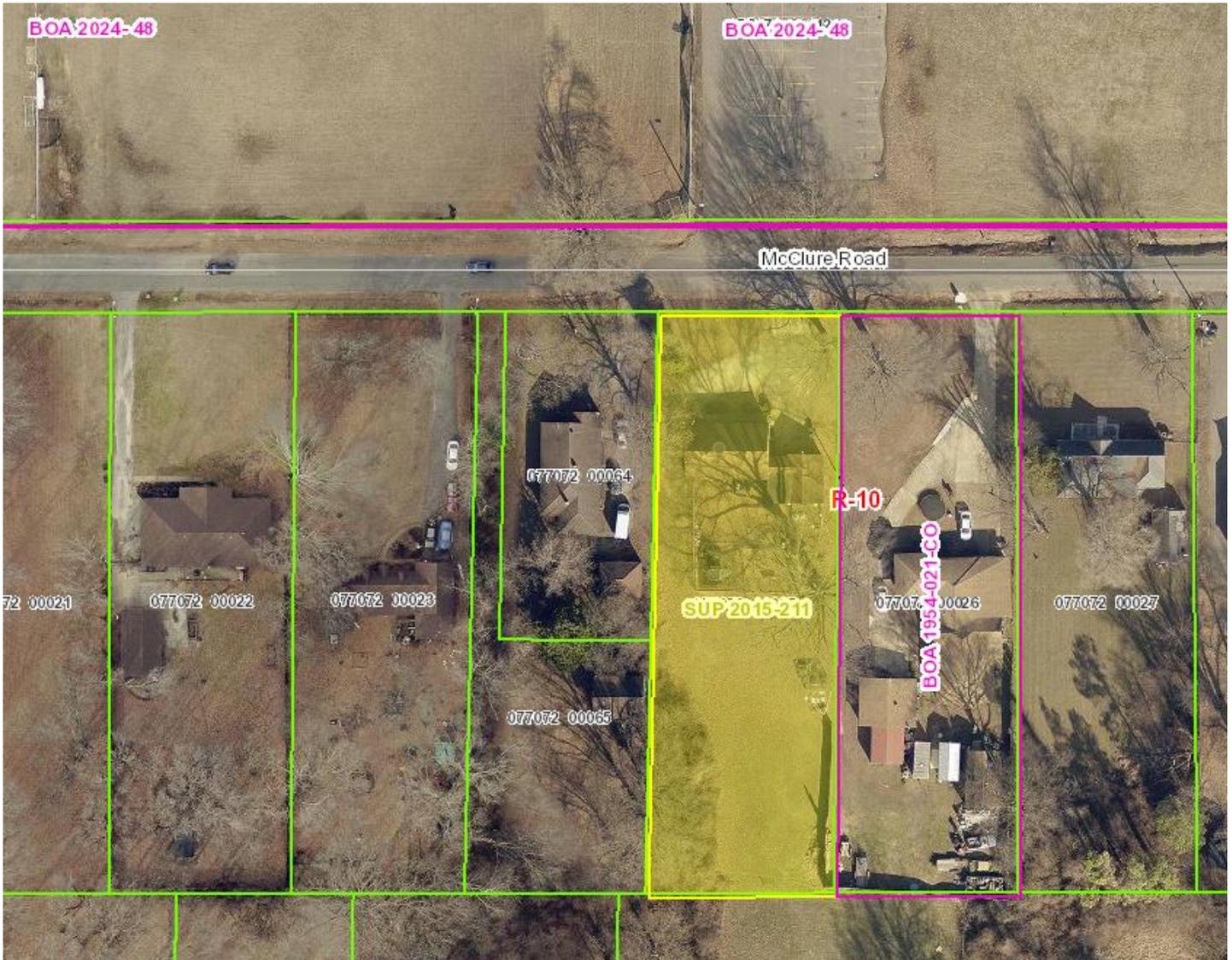
The meeting was held from 5:30 PM to 7:00 PM on Monday, September 15, 2018, at the subject property, located at 1081 McClure Road.

**AERIAL**



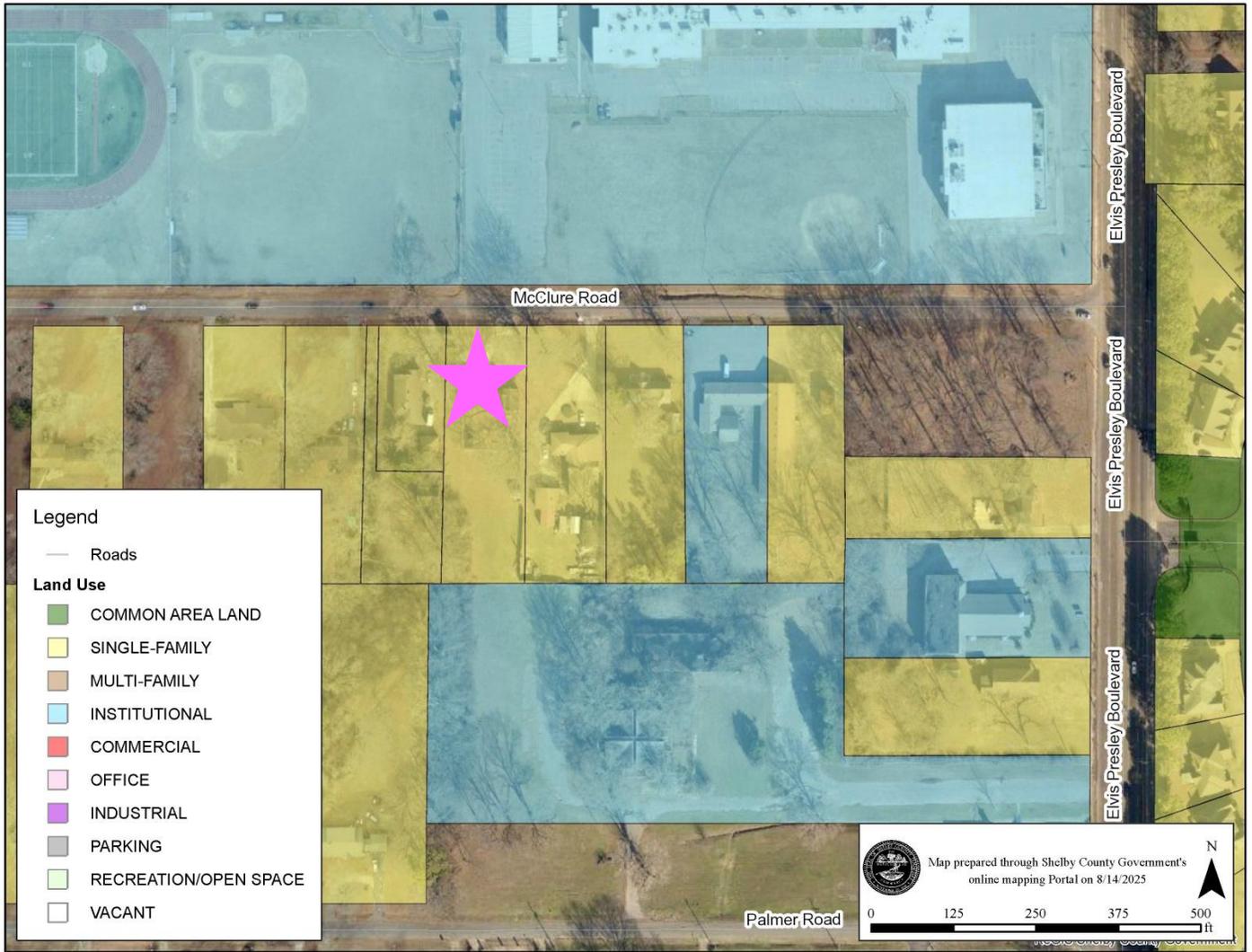
Subject property outlined in yellow, imagery from 2025

**ZONING MAP**



Subject property highlighted in yellow

**LAND USE MAP**

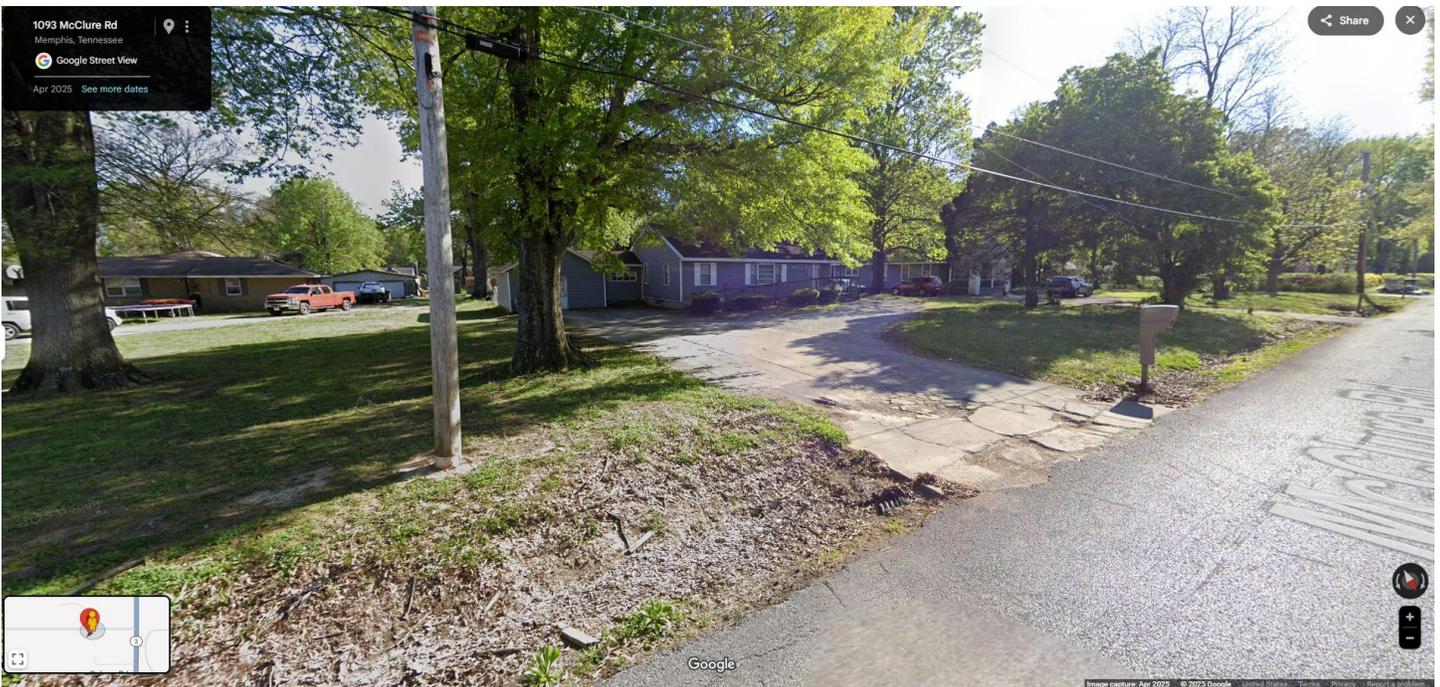


Subject property indicated by a pink star

**SITE PHOTOS**



View of subject property from McClure Road looking South



View of subject property from McClure Road looking Southwest

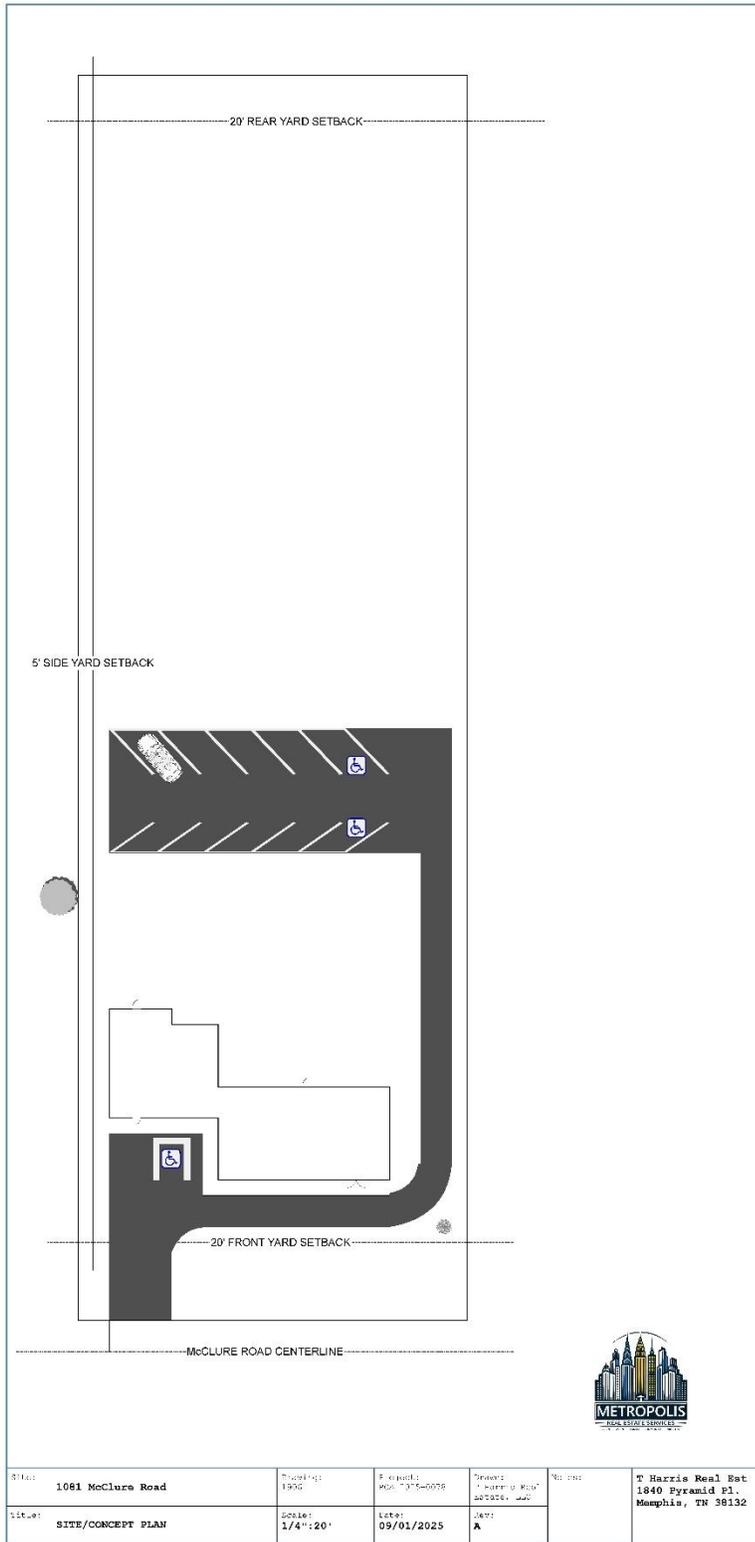


View of subject property from McClure Road looking Southeast



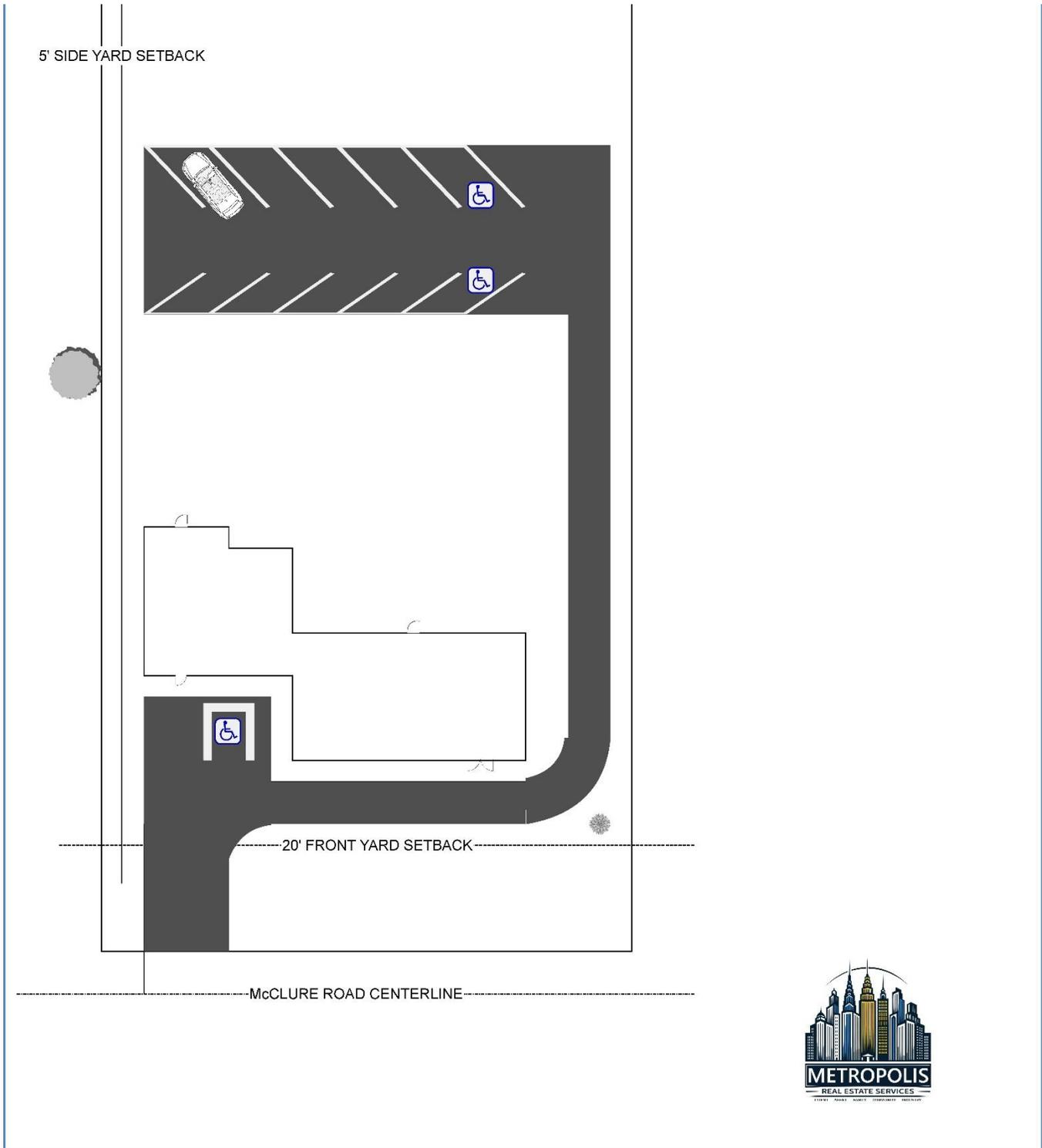
View of subject property from McClure Road looking Southeast

**SITE PLAN**



Site:	1081 McClure Road	Project No:	1996	Parcel No:	906-1075-0078	Drawn:	T. Harris	No. DWG:	1	Client:	T. Harris Real Est. 1840 Pyramid Pl. Memphis, TN 38132
Title:	SITE/CONCEPT PLAN	Scale:	1/4"=20'	Date:	09/01/2025	Drawn:	T. Harris				

**SITE PLAN – MAGNIFIED**



Site:	<b>1081 McClure Road</b>	Drawing:	1906	Project:	BOA 2025-0078	Drawn:	T Harris Real Estate, LLC	Notes:		T Harris Real Est 1840 Pyramid Pl. Memphis, TN 38132
Title:	<b>SITE/CONCEPT PLAN</b>	Scale:	<b>1/4" = 20'</b>	Date:	<b>09/01/2025</b>	Rev:	<b>A</b>			

## CASE REVIEW

### Request

The request is a special use permit to allow a childcare center of 13+.

### Approval Criteria

Staff agrees the approval criteria in regard special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

#### *9.6.9 Approval Criteria*

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- 9.6.9A The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

### Site Details

Address:

1081 McClure Rd, Memphis TN 38166

Parcel ID:

077072 00025

Area:

+/-37,798.8 square feet (.73 acres)

**Description:**

The subject property is located along McClure Road, which is a minor road that intersects with Elvis Pressley Boulevard. The property is located within a Residential Single-Family – 10 zoning districts. Across the street from the property is Whitehaven High School which serves as an anchor for the community. McClure Road is made up of mostly residential homes with the exception of a church at the front-end of the road. According to the Shelby County Assessor’s website, the property is classified as residential single-family. The property was build in 1950 and is made up of 1332 sq. feet.

**Site Zoning History**

On Wednesday, September 24, 2025, the Board of Adjustment approved Docket BOA 2025-0078 for a variance to allow a Childcare Center of 13+ kids on a minor street more than 200 feet from an intersecting arterial, see page 15 of this report for said notice of disposition.

**Relevant Unified Development Code Clauses**

**Paragraph 2.6.2B(1)**

**B. All Day Care**

**1. General Provisions**

- a. Day care facilities shall be required to meet the rules adopted and published pursuant the Tennessee Department of Human Services.
- b. A Class III buffer (see Section 4.6.5) shall be established along any side of the property adjacent to a residential use. An alternative buffer may be approved through the site plan review process.
- c. A facility that is located in a residential district shall maintain the residential character and scale of the area in which it is located.
- d. Sufficient off-street passenger drop-off and passenger loading area shall be provided on-site, unless waived by the City or County Engineer (see Section 4.5.6 for stacking requirements associated with day care drop off).
- e. The maximum number of children to be accommodated on site shall be specified. Children who are related to the child care provider by blood or marriage and are kept at the facility shall be counted for purposes of determining enrollment and facility compliance with these standards.
- f. State and local health, education, and/or fire regulations may reduce but shall not increase the number of students permitted to be enrolled.
- g. Enrollment shall mean the total number of children onsite at any one time.
- h. No playground equipment shall be permitted within the front building setback.

**Paragraph 2.6.2B(3)**

**3. Child Care Center**

- a. The minimum site shall be 20,000 square feet in a residential district.
- b. The distance from the closest existing Child Care Center to a proposed Child Care Center shall not be less than 1,320 feet when measured along the most direct roadway route between the two sites, if both sites are in a residential district.
- c. The property shall be located: (a) on an arterial, (b) on a connector street, or (c) on a minor street within 200 feet (measured from the property line) of an intersecting arterial.

**Site Plan Review**

The subject property is made up of 1,332 square feet and it has a frontage along McClure Road. The proposed site plan demonstrates a 20’ rear yard setback, 20’ front yard setback, and a 5’ side yard setback. Additionally,

it displays proposed 10 new parking spaces in the rear of the lot and three handicap spaces to accommodate the property. One handicap lot is proposed to be at the front of the property.

**Analysis**

The request is to allow a childcare center of 13+ on a minor street. The site is within an R-10 zoning district. Being that McClure Road is a minor street; the property is approximately 743-feet away from an intersecting arterial. There was previously a variance application, BOA 2025-0078, that has been approved by the Board of Adjustment on September 24, 2025. See page 18 for the attached notice of disposition.

The subject property is a single-family home made up of +/- 1,332 sq. feet constructed in 1950. The applicant proposes 10 new parking spaces in the rear of the lot and three handicap spaces to accommodate the property.

The approval criteria regarding special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

The requirement for special use permits for childcare centers as set out in the Unified Development Code, Paragraph 2.6.2B(1), Paragraph 2.6.2B(3), and Item 2.6.2B(3)(c) are met.

The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

**RECOMMENDATION**

Staff recommends approval with conditions.

**Conditions**

1. A final site plan with landscaping shall be submitted for administrative review and approval by the Division of Planning and Development.
2. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
3. Should no special use permit be approved by the Memphis City Council by March 24, 2026, this variance shall be rendered null and void.

**DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

- |   |                       |
|---|-----------------------|
| <b>City/County Engineer:</b>                    | No comments received. |
| <b>City Fire Division:</b>                      | See page 14.          |
| <b>City Real Estate:</b>                        | No comments received. |
| <b>County Health Department:</b>                | No comments received. |
| <b>Shelby County Schools:</b>                   | No comments received. |
| <b>Construction Code Enforcement:</b>           | No comments received. |
| <b>Memphis Light, Gas and Water:</b>            | No comments received. |
| <b>Office of Sustainability and Resilience:</b> | No comments received. |
| <b>Office of Comprehensive Planning:</b>        | See pages 16-18.      |

**City Fire Division**



**DIVISION OF FIRE SERVICES ♦ FIRE PREVENTION BUREAU**  
2668 Avery Avenue · Memphis · Tennessee · 38112  
(901) 636-5401 Fax (901) 320-5425

Case Number: SUP 2025 014

Date Reviewed: 9/30/25

Reviewed by: J. Stinson

Address or Site Reference: 1081 McClure

- All design and construction shall comply with the 2021 edition of the International Fire Code (as locally amended) and referenced standards.
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

**Office of Comprehensive Planning**

**Comprehensive Planning Review of Memphis 3.0 Consistency**

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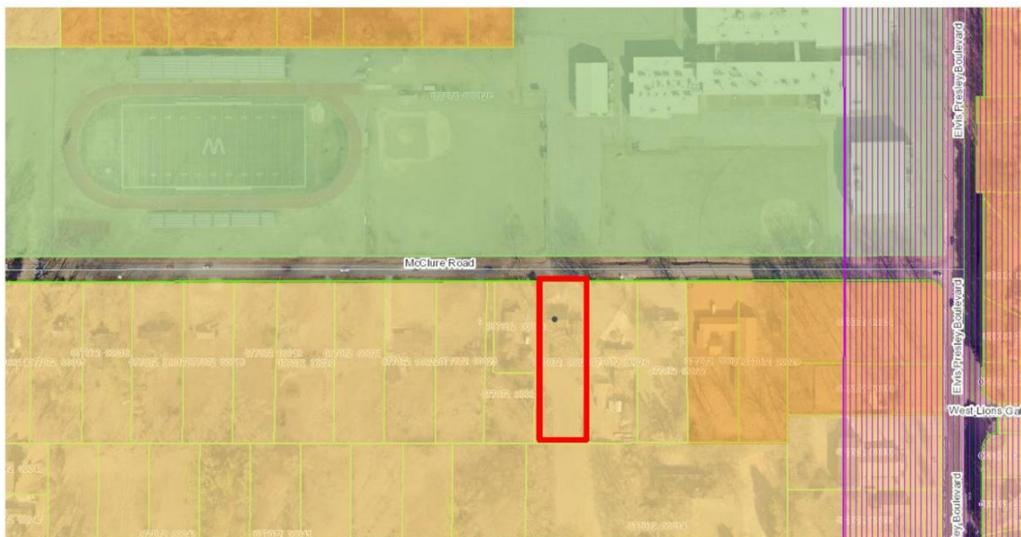
This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: SUP 2025-014

Site Address/Location: 1081 McClure Rd (Parcel ID: 077072 00025)  
Overlay District/Historic District/Flood Zone: N/A  
Future Land Use Designation: Anchor Neighborhood-Primarily Single-Unit (AN-S)  
Street Type: N/A

*The applicant is seeking approval to increase the capacity of the operation to 13+ children.*

The following information about the land use designation can be found on pages 76 – 122:

**1. Future Land Use Planning Map**



Red polygon indicates the application site on the Future Land Use Map.

**2. Land Use Description/Intent**

Anchor Neighborhood-Primarily Single-Unit (AN-S) are walkable neighborhoods within a 5 – 10-minute walk of a Community Anchor. These neighborhoods are made up of single-unit and duplex housing. Graphic portrayal of AN-S is to the right.



**“AN-S” Form & Location Characteristics**

**NURTURE**

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100 feet of an anchor. Height: 1-2 stories. Scale: house-scale.

**SUSTAIN**

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100 feet of an anchor and along avenues, boulevards and parkways as identified in the Street Types Map. Height: 1-3 stories. Scale: house-scale.

**ACCELERATE**

Primarily detached, single-family residences. Attached single-family, duplexes, triplexes and quadplexes permitted on parcels within 100 feet of an anchor; at intersections where the presence of such housing type currently exists at the intersection and along avenues, boulevards and parkways as identified in the Street Types Map. Height: 1-3 stories. Scale: house-scale

**“AN-S” Zoning Notes**

Generally compatible with the following zone districts: R-15, R-10, R-8, R-6, R-3, RU-1, MDR in accordance with Form and characteristics listed above.

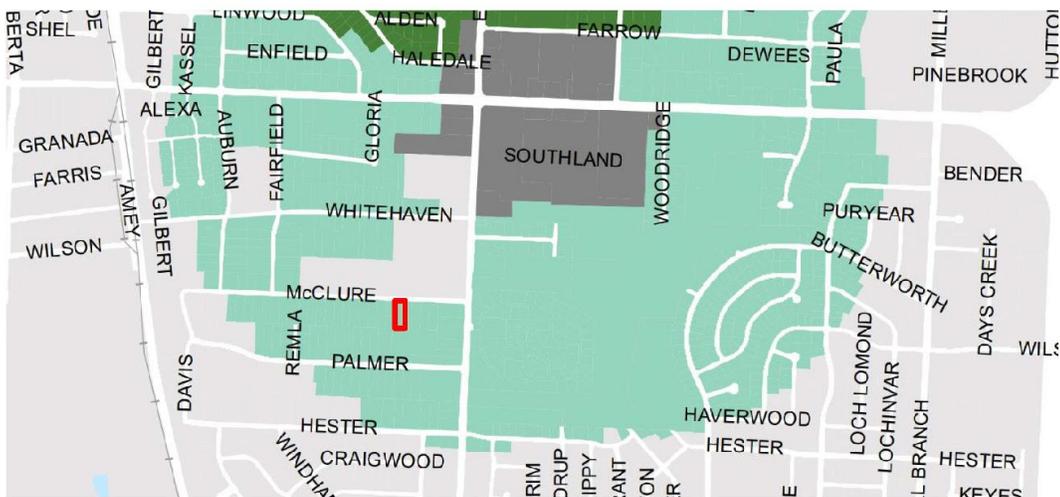
**Existing, Adjacent Land Use and Zoning**

Existing Land Use and Zoning: Single-Family, R-10

Adjacent Land Use and Zoning: Single-Family and Institutional and R-10

**Overall Compatibility:** *This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed building is a 1 story single-family home in a single-family neighborhood in the R-10 zoning district. Due to increased traffic volume and the constrained width of the existing roadway, there are significant concerns regarding the road's capacity to accommodate projected demand.*

**3. Degree of Change Map**



Red polygon denotes the proposed site in Degree of Change area. The Degree of Change is Sustain.

#### **4. Degree of Change Description**

Sustain areas rely on limited public support and private resources to maintain the existing pattern of a place.

#### **5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities**

N/A

#### **Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations**

Objective 4.1.15 Within anchors and anchor neighborhoods, balance needs of pedestrians, bicyclists, transit, and automobiles to support surrounding land use.

#### **Consistency Analysis**

##### **Summary**

This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed building is a 1 story single-family home in a single-family neighborhood in the R-10 zoning district. Due to increased traffic volume and the constrained width of the existing roadway, there are significant concerns regarding the road's capacity to accommodate projected demand, which it is staff's understanding that further analysis of these concerns will be reviewed by Traffic Engineering.

**Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by: Justin Harris, Comprehensive Planning.

**BOA 2025-0078 Notice of Disposition**



**BOARD OF ADJUSTMENT NOTICE OF DISPOSITION**

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TO: ToDario Harris  
T Harris Real Estate LLC

DATE: September 24, 2025  
DOCKET: BOA 2025-0078  
1081 McClure Road

Sent via electronic mail to: [JMurray@selftucker.com](mailto:JMurray@selftucker.com)

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On September 24, 2025, the Memphis and Shelby County Board of Adjustment ***approved*** your application requesting variance from Item 2.6.2B(3)(c) of the Memphis and Shelby County Unified Development Code to allow a Childcare Center of 13+ kids on a minor street more than 200 feet from an intersecting arterial subject to the following conditions:

1. A final site plan with landscaping shall be submitted for administrative review and approval by the Division of Planning and Development.
2. Any change or deviation from the site plan upon the determination of the Zoning Administrator shall be submitted to the Board of Adjustment for review and approval or administrative review and approval by the Division of Planning and Development.
3. Should no special use permit be approved by the Memphis City Council by March 24, 2026, this variance shall be rendered null and void.

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All appeals and applications granted are expressly conditioned upon the applicant obtaining the permit requested or other order within two years from the date of the decision of the Board of Adjustment, unless the Board explicitly provided a different time frame in its approval.

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Respectfully,

Travian Smith  
Planner I  
Land Use and Development Services  
Division of Planning and Development

Cc: Chris Simmons – Zoning Enforcement  
Antwone Smith – Zoning Enforcement  
File

**Note that there are no approved drawings or plans enclosed as the applicant must provide all of the required drawings and plans to the Land Use and Development Services Department of the Division of Planning and Development for administrative review and approval in compliance with the approved conditions.**

**MAILED PUBLIC NOTICE**

## NOTICE OF PUBLIC HEARING



You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Thursday, October 2, 2025 at 8 AM.**

**CASE NUMBER:** SUP 2025-014  
**ADDRESS:** 1081 McClure Rd  
**REQUEST:** To operate a Childcare Center for 13+ Children  
**APPLICANT:** Todario Harris

### Meeting Details

**Location:** Council Chambers  
City Hall 1st Floor  
125 N Main St.      **Time:** 9:00 AM  
**Date:** Thursday, July 10, 2025



### Staff Planner Contact:

Travian Smith  
✉ Travian.Smith@memphistn.gov  
☎ (901) 636-6621

To learn more about this proposal, contact the staff planner or use the QR code to view the full application.



43 Notices Mailed 06/20/2025

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, Thomas A. Harris, being duly sworn, depose and say that at 11 am pm on the 10<sup>th</sup> day of September, 2025, I posted 1 Public Notice Sign(s) pertaining to Case No. SUP 2025-014 at 1081 McClellan Memphis, TN, 38132 providing notice of a Public Hearing before the (check one):

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

[Signature]  
Owner, Applicant or Representative

9/16/2025  
Date

Subscribed and sworn to before me this 16<sup>th</sup> day of September, 2025.

Zania V. Jennings  
Notary Public

My commission expires: 5/17/25



**APPLICATION**



**Memphis and Shelby County Division of  
Planning and Development**

East Service Center: 6465 Mullins Station Rd; Memphis,  
Tennessee 38134  
Downtown Service Center: 125 N. Main Street;  
Memphis, Tennessee 38103

website: www.develop901.com

**Record Summary for Special Use Permit**

**Record Detail Information**

**Record Type:** Special Use Permit

**Record Status:** Pending

**Opened Date:** May 20, 2025

**Record Number:** SUP 2025-014

**Expiration Date:**

**Record Name:** Early Learning Incubator

**Description of Work:** This location will be used as a Childcare Center for 13 + Children. Ages of those children present will be 6 weeks to 12 years of age. I do not anticipate occupancy to be more than 45 children at any given time. Location has been used as a Family Day Home Childcare for the past 10 years. Now, I am requesting the SUP so that I can increase the capacity of the operation. Please refer to SUP-2015-211 (1081 McClure Rd).

**Parent Record Number:**

---

**Address:**

1081 MCCLURE RD, MEMPHIS 38116

**Owner Information**

**Primary Owner Name**

Y T HARRIS REA ESTATE LLC

**Owner Address**

PO BOX 161006, MEMPHIS, TN 38186

**Owner Phone**

9018001500

---

**Parcel Information**

077072 00025

---

**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner

Travian Smith

Date of Meeting

05/13/2025

Pre-application Meeting Type

Phone

**GENERAL PROJECT INFORMATION**

Application Type

New Special Use Permit (SUP)

List any relevant former Docket / Case

SUP-2015-211 (1081 McClure)

**GENERAL PROJECT INFORMATION**

Number(s) related to previous applications on this site

Is this application in response to a citation, stop work order, or zoning letter

No

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information

-

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare

The daycare project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations

The daycare project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.

UDC Sub-Section 9.6.9C

The daycare project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.

UDC Sub-Section 9.6.9D

The daycare project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.

UDC Sub-Section 9.6.9E

The daycare project complies with all additional standards imposed on it by any particular provisions authorizing such use.

UDC Sub-Section 9.6.9F

The daycare project request will not adversely affect any plans to be considered or violate the character of existing standards for development of the adjacent properties.

**GIS INFORMATION**

Case Layer

-

Central Business Improvement District Class

No

Downtown Fire District

No

Historic District

-

Land Use

-

Municipality

-

Overlay/Special Purpose District

-

Zoning

-

**GIS INFORMATION**

State Route -  
 Lot -  
 Subdivision -  
 Planned Development District -  
 Wellhead Protection Overlay District No  
 County Commission District -  
 City Council District -  
 City Council Super District -

**Contact Information**

---

**Name**  
 T HARRIS DEVELOPMENT & CONSTRUCTION, LLC

**Contact Type**  
 APPLICANT

**Address**

**Phone**  
 (901)299-7094

**Name**  
 TODARIO HARRIS

**Contact Type**  
 PROPERTY OWNER OF  
 RECORD

**Address**

**Phone**  
 (901)299-7094

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1650269	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	05/20/2025
1650269	Child Care Center (13+ children)	1	250.00	INVOICED	0.00	05/20/2025
1650269	Credit Card Use Fee (.026 x fee)	1	19.50	INVOICED	0.00	05/20/2025

Total Fee Invoiced: \$769.50

Total Balance: \$0.00

**Payment Information**

**Payment Amount**  
 \$769.50

**Method of Payment**  
 Credit Card

**OWNER AFFIDAVIT**

**MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, ToDario A Harris (Print Name) [Signature] (Sign Name), state that I have read the definition of

"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 1081 McClure, Memphis, TN 38116  
and further identified by Assessor's Parcel Number 077072 00025  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me on the 21st day of May in the year of 2025

[Signature]  
Signature of Notary Public



11/09/2025  
My Commission Expires

**LETTER OF INTENT**

1840 Pyramid Place, Ste. 300

Metropolis Real Estate Services  
Memphis, TN 38132

901-800-1500 office

ToDario "Todd" Harris, CCIM, Broker  
T Harris Real Estate, LLC  
1840 Pyramid Place, Ste. 300  
Memphis, TN 38132



Memphis and Shelby County  
Office of Planning and Development  
Division of Planning and Development  
125 North Main Street, Suite 477  
Memphis, Tennessee 38103-2034

Subj: SUP APPLICATION (1081 McClure Road)

To Whom It May Concern:

I hope this letter finds you well. T Harris Real Estate, LLC is the owner of 1081 McClure Road in Memphis, TN. For the past 10 years the property has been used as a home childcare center. The property was acquired by T Harris Real Estate, LLC in March of 2023. It is our desire to make this property suitable for licensing under commercial childcare operation standards as a Daycare Center (13+). Although the desire is to have a commercial site, the capacity will be rather low (<50 children). It is our intent to open for business by August 2025.

The property is Zoned R-10. The property is 1,772 sf and sits on 0.73 acres. Located on the sixth parcel from the corner of Elvis Presley and McClure on the South Side of the street. There are no childcare businesses on the street. However, within ¼ of a mile from this location there are 5 childcare centers (2 housed in schools, 1 in the YMCA, and 2 private). The school sites are only open for 10 months a year.

This project will bring an alternative safe location for children to attend for their early learning needs. Additionally, this location will employ up to 12 people at full capacity while serving as many as 40 children a shift. Items to note is that the playground is on the rear of the property, protecting children from traffic passing by. Parking will be in the front of the facility, and it will be equipped with all the required devices and equipment as required by NFPA for the operation of a childcare business.

IF YOU ARE INTERESTED, CONTACT ME VIA TELEPHONE AT 901-800-1500 OFFICE,  
901.299.7094 MOBILE (BEST), OR VIA EMAIL AT  
[TODDHARRIS@METROPOLISREALESTATESERVICES.COM](mailto:TODDHARRIS@METROPOLISREALESTATESERVICES.COM).

Respectfully,

ToDario "Todd" Harris, CCIM, Broker  
T Harris Real Estate, LLC.  
1840 Pyramid Place, Ste. 300  
Memphis, TN 38132

1840 Pyramid Place, Ste. 300

Metropolis Real Estate Services  
Memphis, TN 38132

901-299-7094 mobile

Petition provided by the Applicant

Subject Property: 1081 McClure Road, Memphis, TN 38116 Special Use Permit Application #: SUP 2025-014



No.	First Name	Last Name	Address	Phone Number or Email Address
1	Barbara	Loveberry	1093 McClure	345-5552
2	Sammie	Freeman	1063 McClure	4639663
3	Dore	Darius	1658 McClure Rd	901-964-4206
4	Falon	Neil	993 McClure Rd	901-359-6648
5	Robin	Price	983 McClure	901-345-7725
6	Ann	Singleton	975 McClure Rd	901-315-6287
7	Sabrina	Purchase	901 McClure rd	901-828-1014
8	Coleman	Smith II	921 McClure Rd	901-573-2784
9	Murch	Smith	911 McClure Rd	" "
10	MARCO	TACE	901 McCLURE Rd	901-515-8801
11	Letoyia	Gilchrist	891 McClure rd	901-921-0225
12	Victor	Randolph	881 McClure Rd	901-206-4235
13	Hop	Jackson	846 McClure Rd	901-218-5492
14	KEVINARD	BLAKE	902 McClure	202-949-4471
15	Edwin	DeKER	912 McClure	901-545-1511
16	Jamela	Camb	964 McClure	901-232-5058
17	Maria	Savage	944 Palmer Rd	901-210-9780
18	Condane	Woodley	884 Palmer Rd.	901-215-1657
19	Elizabeth	Atkins	903 Palmer Rd.	901-690-0397
20	Amel Phillips	Phillips	929 Palmer Rd	901-483-7283
21	Annette	Glasper	1035 Palmer Rd	901-859-3029
22	Lois	EVANS	1085 Palmer Rd	901-530-9177
23	Linda	Conley	1055 Palmer rd	901-289-6719
24	Ricky	Dixon	981 Palmer	901-650-2738
25	Wanda	Dixon	1075 Palmer	901-502-2750
26	Amy	Robinson	1085 PALMER Rd	901-231-9991
27				
28				
29				

**Council Support Letter provided by the Applicant**



**PEARL “EVA” WALKER  
MEMPHIS CITY COUNCIL  
DISTRICT 3**

Memphis City Council  
125 N. Main Street, Room 514  
Memphis, TN 38103

September 24, 2025

To the Honorable Members of the Board of Adjustment,

I express my full and unwavering support for the variance request submitted by Mr. ToDario Harris, on behalf of T Harris Real Estate, LLC, regarding the proposed childcare center at 1081 McClure Road.

When initially presented with this proposal, I had several considerations, the chief of which was ensuring that the voices of residents directly affected by this project were heard and respected. I expressed to Mr. Harris my concern that such a development, while serving a vital community purpose, should not disrupt the fabric or character of the neighborhood.

To his credit, Mr. Harris responded with words and action. He went door-to-door to speak with residents on McClure Road, shared plans transparently, and worked diligently to gather input. The result was a clear demonstration of community engagement and support, evidenced by a petition with local signatures, a neighborhood meeting, and no substantiated objections presented to my office.

The proposed center is designed to serve the families of Whitehaven by offering quality early education in a safe, professionally managed setting. Its location—across from Whitehaven High School and within a corridor that already includes civic and institutional uses—makes it especially appropriate for this type of use. Furthermore, the applicant has demonstrated a thoughtful approach to traffic flow, safety, and aesthetics, ensuring the center blends into the neighborhood while fulfilling a vital need.

As the representative of District 3, it is our collective responsibility to support projects that promote community wellness, early childhood education, and neighborhood stability. This childcare center does all of the above.

I respectfully urge the Board to vote in favor of this variance. Doing so is in harmony with the intent and flexibility provided by the Unified Development Code and with the vision of a Memphis responsive to its citizens' needs and voices. A vote in favor of this project is for a stronger, more equitable Whitehaven.

Please feel free to contact my office should you need any further information.

Sincerely,

Councilwoman Pearl Eva Walker  
Memphis City Council – District 3  
pearl.walker@memphistn.gov | 901-636-6786

**LETTERS RECEIVED**

No letters received at the time of completion of this report.



# Memphis and Shelby County Division of Planning and Development

East Service Center: 6465 Mullins Station Rd; Memphis, Tennessee 38134

Downtown Service Center: 125 N. Main Street; Memphis, Tennessee 38103

website: www.develop901.com

## Record Summary for Special Use Permit

### Record Detail Information

Record Type: Special Use Permit

Record Status: Pending

Opened Date: May 20, 2025

Record Number: SUP 2025-014

Expiration Date:

Record Name: Early Learning Incubator

Description of Work: This location will be used as a Childcare Center for 13 + Children. Ages of those children present will be 6 weeks to 12 years of age. I do not anticipate occupancy to be more than 45 children at any given time. Location has been used as a Family Day Home Childcare for the past 10 years. Now, I am requesting the SUP so that I can increase the capacity of the operation . Please refer to SUP-2015-211 (1081 McClure Rd).

Parent Record Number:

---

### Address:

1081 MCCLURE RD, MEMPHIS 38116

### Owner Information

Primary	Owner Name
Y	T HARRIS REA ESTATE LLC

Owner Address	Owner Phone
PO BOX 161006, MEMPHIS, TN 38186	9018001500

---

### Parcel Information

077072 00025

---

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner	Travian Smith
Date of Meeting	05/13/2025
Pre-application Meeting Type	Phone

#### GENERAL PROJECT INFORMATION

Application Type	New Special Use Permit (SUP)
List any relevant former Docket / Case	SUP-2015-211 (1081 McClure)

**GENERAL PROJECT INFORMATION**

Number(s) related to previous applications on this site

Is this application in response to a citation, stop work order, or zoning letter No

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information -

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare

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The daycare project request will not adversely affect any plans to be considered or violate the character of existing standards for development of the adjacent properties.

**GIS INFORMATION**

Case Layer -

Central Business Improvement District No

Class -

Downtown Fire District No

Historic District -

Land Use -

Municipality -

Overlay/Special Purpose District -

Zoning -

**GIS INFORMATION**

State Route -  
 Lot -  
 Subdivision -  
 Planned Development District -  
 Wellhead Protection Overlay District No  
 County Commission District -  
 City Council District -  
 City Council Super District -

**Contact Information**

**Name**

T HARRIS DEVELOPMENT & CONSTRUCTION, LLC

**Contact Type**

APPLICANT

**Address**

**Phone**

(901)299-7094

**Name**

TODARIO HARRIS

**Contact Type**

PROPERTY OWNER OF RECORD

**Address**

**Phone**

(901)299-7094

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1650269	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	05/20/2025
1650269	Child Care Center (13+ children)	1	250.00	INVOICED	0.00	05/20/2025
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Total Fee Invoiced: \$769.50

Total Balance: \$0.00

**Payment Information**

**Payment Amount**

\$769.50

**Method of Payment**

Credit Card

**MEMPHIS AND SHELBY COUNTY**  **DIVISION OF PLANNING AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, ToDario A Harris (Print Name)  (Sign Name), state that I have read the definition of

“Owner” as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 1081 McClure, Memphis, TN 38116  
and further identified by Assessor's Parcel Number 077072 00025  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me on the 21<sup>st</sup> day of May in the year of 2025

  
Signature of Notary Public



11/09/2025  
My Commission Expires

AFFIDAVIT

Shelby County  
State of Tennessee

I, TODARIO A HACKES, being duly sworn, depose and say that at 10:00 am/pm on the 19 day of MAY, 2025, I posted 1 Public Notice Sign(s) pertaining to Case No. \_\_\_\_\_ at 1081 McCURF Memphis, TN 38132, providing notice of a Public Hearing before the (check one):

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

[Signature]  
Owner, Applicant or Representative

5/19/2025  
Date

Subscribed and sworn to before me this 19th day of May, 2025.

[Signature]  
Notary Public

My commission expires: 5/17/2027



1840 Pyramid Place, Ste. 300

Metropolis Real Estate Services  
Memphis, TN 38132

901-800-1500 office

ToDario "Todd" Harris, CCIM, Broker  
T Harris Real Estate, LLC  
1840 Pyramid Place, Ste. 300  
Memphis, TN 38132



Memphis and Shelby County  
Office of Planning and Development  
Division of Planning and Development  
125 North Main Street, Suite 477  
Memphis, Tennessee 38103-2034

Subj: SUP APPLICATION (1081 McClure Road)

To Whom It May Concern:

I hope this letter finds you well. T Harris Real Estate, LLC is the owner of 1081 McClure Road in Memphis, TN. For the past 10 years the property has been used as a home childcare center. The property was acquired by T Harris Real Estate, LLC in March of 2023. It is our desire to make this property suitable for licensing under commercial childcare operation standards as a Daycare Center (13+). Although the desire is to have a commercial site, the capacity will be rather low (<50 children). It is our intent to open for business by August 2025.

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IF YOU ARE INTERESTED, CONTACT ME VIA TELEPHONE AT 901-800-1500 OFFICE,  
901.299.7094 MOBILE (BEST), OR VIA EMAIL AT  
[TODDHARRIS@METROPOLISREALESTATESERVICES.COM](mailto:TODDHARRIS@METROPOLISREALESTATESERVICES.COM).

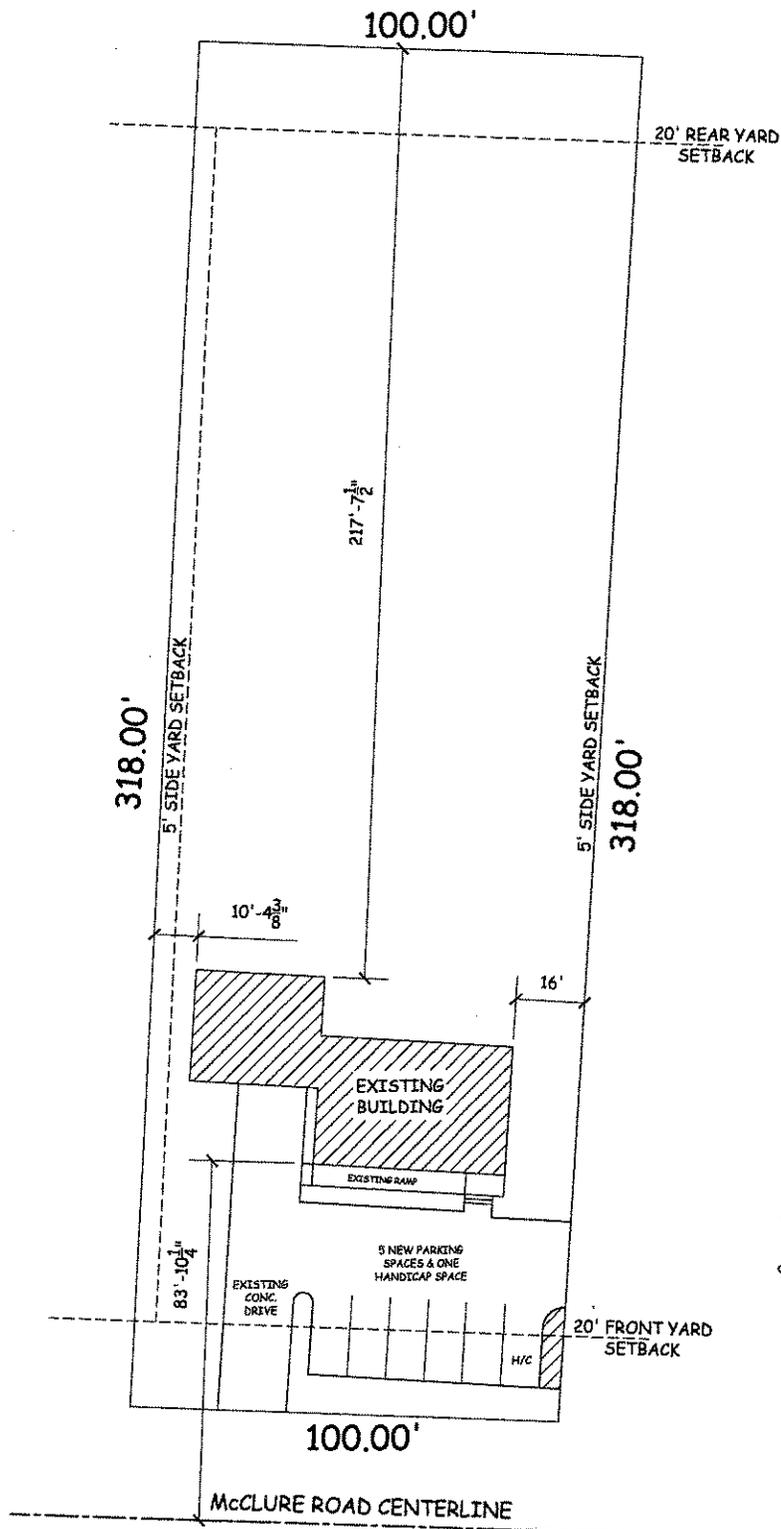
Respectfully,

ToDario "Todd" Harris, CCIM, Broker  
T Harris Real Estate, LLC.  
1840 Pyramid Place, Ste. 300  
Memphis, TN 38132

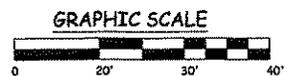
1840 Pyramid Place, Ste. 300

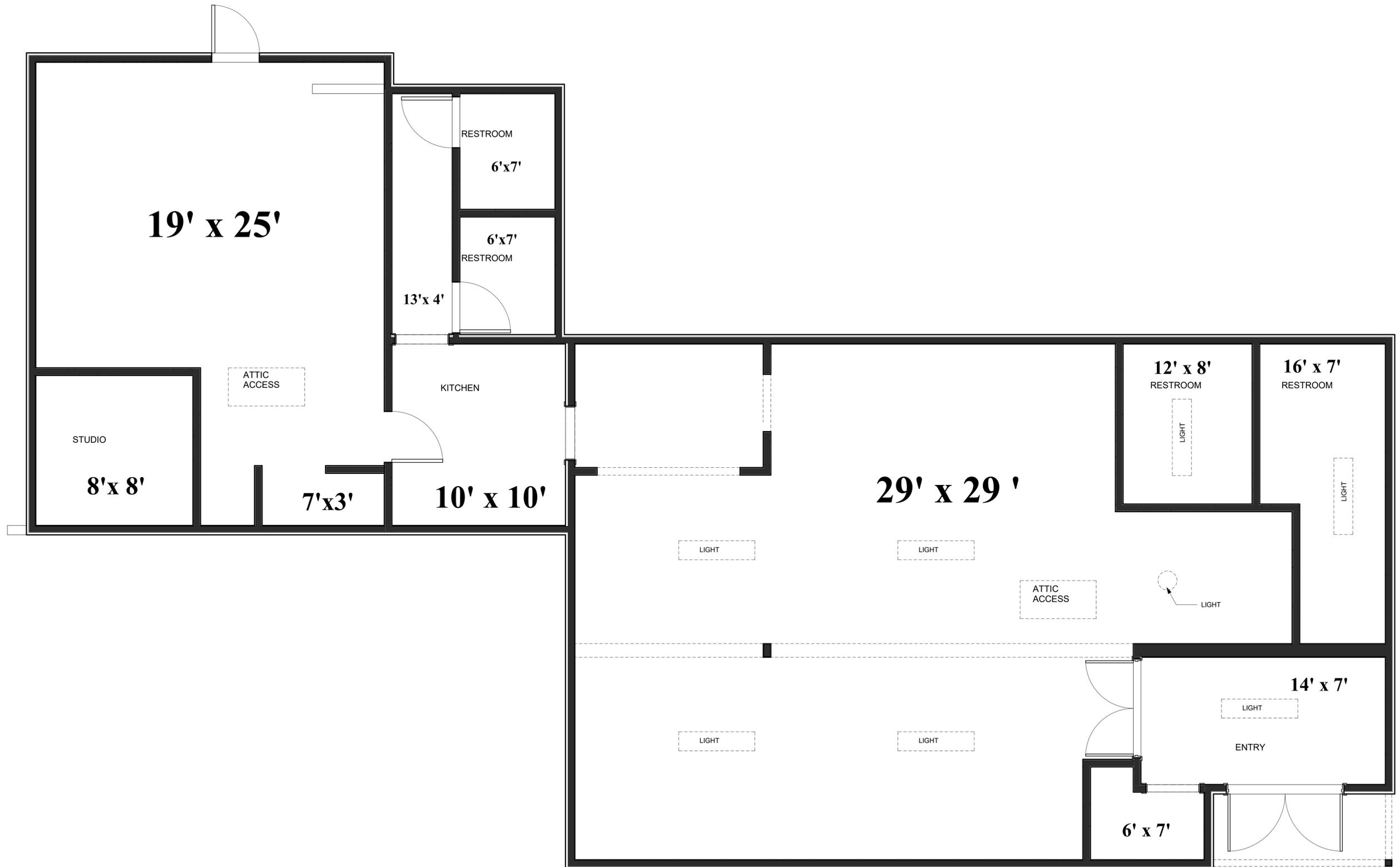
Metropolis Real Estate Services  
Memphis, TN 38132

901-299-7094 mobile



SITE/CONCEPT PLAN  
SCALE: 1" = 20'





① Ground Floor  
3/8" = 1'-0"

# 1081 MCCLURE

No.	Description	Date

<b>RCP</b>	
Project number	28
Date	12.05.20
Drawn by	Author
<b>A-003</b>	
Scale 3/8" = 1'-0"	



---

**Re: SUP 2025-014 - 1081 McClure Rd**

---

**From** Todd Harris <toddharris@metropolisrealestateservices.com>

**Date** Wed 5/21/2025 3:47 PM

**To** Haskins, Christopher <Christopher.Haskins@memphistn.gov>

**Cc** Ragsdale, Brett <Brett.Ragsdale@memphistn.gov>

 1 attachment (385 KB)

1081 McClure Owners Affidavit.pdf;

**CAUTION:** This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Sorry,

I neglected to answer the questions.

No fire Sprinkler. Floor plan with room dimensions sent in separate email.

ToDario "Todd" Harris, CCIM  
Metropolis Real Estate Services  
1840 Pyramid Place, Suite 300  
Memphis, TN 38132  
901.800.1500 office  
901.299.7094 mobile  
901.347.1101 fax  
toddharris@metropolisrealestateservices.com

CCIM RVP Region VI  
2023 - 24 Past Chapter President  
MemphisMetro Chapter of CCIM

Sent from my iPhone

On May 21, 2025, at 9:54 AM, Haskins, Christopher  
<Christopher.Haskins@memphistn.gov> wrote:

Todd,

Thanks for the response. Either is fine. If you email that over, I can upload it for you.

<Outlook-1ufo5rky.png> Chris Haskins

Planner I - Zoning  
Division of Planning and Development  
125 N. Main, Ste. 477 Memphis, TN 38103  
Phone: 901-636-7265  
Email: christopher.haskins@memphistn.gov

<https://www.facebook.com/Develop901>/<https://www.linkedin.com/company/mscdpd>  
<Outlook-mra11bjc.png>  
<Outlook-wq0tdw3u.png>  
<Outlook-3qyxhpwd.png>

Visit our [website www.develop901.com](http://www.develop901.com)

---

**From:** Todd Harris <toddharris@metropolisrealestateservices.com>

**Sent:** Wednesday, May 21, 2025 9:48 AM

**To:** Haskins, Christopher <Christopher.Haskins@memphistn.gov>

**Cc:** Ragsdale, Brett <Brett.Ragsdale@memphistn.gov>

**Subject:** Re: SUP 2025-014 - 1081 McClure Rd

**CAUTION:** This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Should I upload this in the application portal or email to you directly?

ToDario "Todd" Harris, CCIM  
Metropolis Real Estate Services  
1840 Pyramid Place, Suite 300  
Memphis, TN 38132  
901.800.1500 office  
901.299.7094 mobile  
901.347.1101 fax  
toddharris@metropolisrealestateservices.com

CCIM RVP Region VI  
2023 - 24 Past Chapter President  
MemphisMetro Chapter of CCIM

Sent from my iPhone

On May 21, 2025, at 9:38 AM, Haskins, Christopher  
<Christopher.Haskins@memphistn.gov> wrote:

Todd,

We received your request for a Special Use Permit for our Land Use Control Board. Can you please provide the following affidavit (see attached).

In addition, you will need to supply a floor plan showing room sizes, entry and exit points.

The following question needs to be answered:

- Does the property have a sprinkler system installed?
- If so, can you provide documentation?

I will proceed moving your request for the next meeting agenda. Additional information may be required as a Planner is assigned.

Feel free to email me with any questions you may have.

<Outlook-  
qc4ucewj.png>

Chris Haskins  
Planner I - Zoning  
Division of Planning and Development  
125 N. Main, Ste. 477 Memphis, TN 38103  
Phone: 901-636-7265  
Email: christopher.haskins@memphistn.gov

<https://www.facebook.com/Develop901>/<https://www.linkedin.com/company/mscdpd>

<Outlook-j3ydokui.png>  
<Outlook-befjogjs.png>  
<Outlook-uoqh0t10.png>

Visit our [website www.develop901.com](http://www.develop901.com)

<Owner-Affidavit-for-Planning-Applications.pdf>



Shelby County Tennessee  
*Willie F. Brooks, Jr.*  
Shelby County Register

---

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

23035289  
05/03/2023 - 01:12:30 PM

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4 PGS

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CHRIS 2569692-23035289

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VALUE	75000.00
MORTGAGE TAX	0.00
TRANSFER TAX	277.50
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	302.50

WILLIE F. BROOKS JR  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**PIETRANGELO SMITH**  
Attorneys & Counselors

THIS INSTRUMENT PREPARED BY: *RETURN TO*  
Bryan K. Smith, Attorney  
Pietrangelo Smith PLC  
International Place - Tower II  
6410 Poplar Avenue, Suite 710  
Memphis, Tennessee 38119  
File No. 23006

**WARRANTY DEED**

THIS INDENTURE, made and entered into as of the 29<sup>th</sup> day of April, 2023, by and between **BCS Investments, LLC, a Tennessee limited liability company**, party of the first part, and **T Harris Real Estate, LLC, a Tennessee limited liability company**, party of the second part,

**WITNESSETH:** That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **Shelby**, State of **Tennessee**:

Lot 33, McClure's Orchard Terrace Subdivision, as shown on plat of record at Plat Book 9 Page 87 in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the party of the first part by Warranty Deed of record at Instrument Number 12034666 in the Register's Office of **Shelby County, Tennessee**.

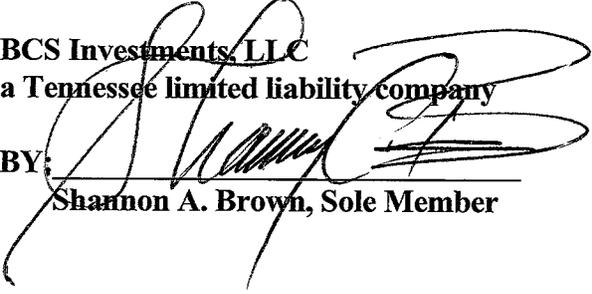
TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the aforescribed real estate; he has a good right to sell and convey the same; that the same is unencumbered, EXCEPT 2023 City of **Memphis** and 2023 **Shelby County** real estate taxes, which the party of the second part hereby assumes and agrees to pay; Subdivision Restrictions, Building Lines and Easements of record at Plat book 9, Page 87; and Deed Restrictions of record at Book 1919, Page 080, in the Register's Office of Shelby County, Tennessee; and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

**BCS Investments, LLC**  
**a Tennessee limited liability company**

**BY:**   
**Shannon A. Brown, Sole Member**

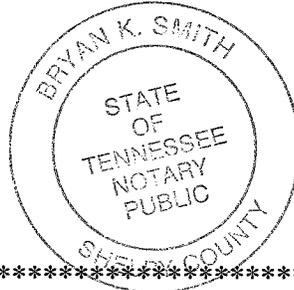
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Shannon A. Brown, personally known to me, and who upon oath acknowledge himself to be the sole member of BCS Investments, LLC, a Tennessee limited liability company, the within named bargainor, and who further acknowledged that, being duly authorized, he executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such sole member.

WITNESS my hand and Notarial Seal at office this 28 day of April, 2023.



Notary Public Bryan K. Smith



My Commission expires: 03/02/24

\*\*\*\*\*

**(FOR RECORDING DATA ONLY)**

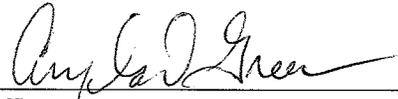
Property Address:  
1081 McClure Rd.  
Memphis, TN 38116

STATE OF TENNESSEE  
COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$75,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Property Owner:  
T Harris Real Estate, LLC  
1081 McClure Rd.  
Memphis, TN 38116

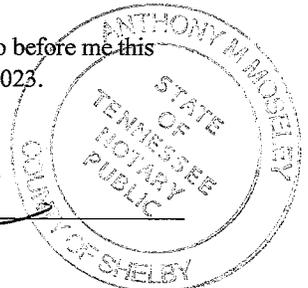
Ward, Block & Parcel Number:  
077072 00025

  
Affiant

Mail tax bills to:  
T Harris Real Estate, LLC  
PO Box 161006  
Memphis, TN 38186

Subscribed and sworn to before me this  
the 2 day of April, 2023.

  
Notary Public

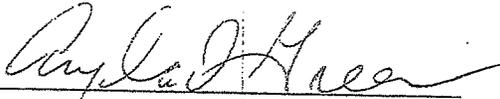


My Commission Expires:

6-6-2023

The document in which I am certifying was signed on  
28 APRIL 2023

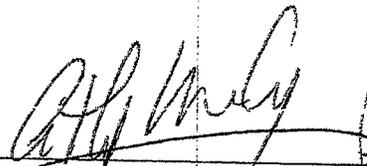
On this 2 day of MAY, 2023, I, Angela D. Green, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

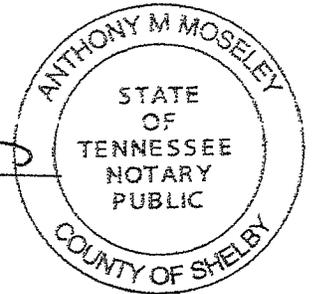
  
\_\_\_\_\_  
Angela D. Green

State of Tennessee

County of Tennessee

Personally appeared before me, Anthony M. Moseley, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed this 2 day of MAY, 2023

  
\_\_\_\_\_  
Notary's Signature



MY COMMISSION EXPIRES: 6-6-2023  
Notary's Seal (If on paper)



**MEMPHIS AND  
SHELBY COUNTY** **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

October 9, 2025

T Harris Real Estate, LLC  
P.O Box 161006  
Memphis, TN 38186

*Sent via electronic mail to: [toddharris@metropolisrealestateservices.com](mailto:toddharris@metropolisrealestateservices.com)*

Case Number: SUP 2025-014  
LUCB Recommendation: Approval with conditions

Dear applicant,

On Thursday, October 9, 2025, the Memphis and Shelby County Land Use Control Board recommended **approval** of your special use permit application to allow a childcare center of 13+ located at 1081 McClure Road, subject to the following conditions:

1. A final site plan with landscaping shall be submitted for administrative review and approval by the Division of Planning and Development.
2. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval. The Zoning Administrator may, at their discretion, impose additional landscaping requirements necessary to appropriately screen such improvements.
3. Should no special use permit be approved by the Memphis City Council by March 24, 2026, this variance shall be rendered null and void.

This application will be forwarded, for final action, to the Council of the City of Memphis. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

**Letter to Applicant**  
**SUP 2025-014**

If you have questions regarding this matter, please feel free to contact me at (901) 636-6621 or via email at [Travian.Smith@memphistn.gov](mailto:Travian.Smith@memphistn.gov).

Respectfully,

Travian Smith  
Planner I  
Land Use and Development Services  
Division of Planning and Development

Cc: Todario Harris, T Harris Real Estate, LLC  
File

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 11/04/2025  
DATE  
PUBLIC SESSION: 11/18/2025  
DATE**

**ITEM (CHECK ONE)**  
 ORDINANCE     RESOLUTION     REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located at 3605 Lamar Avenue, known as case number SUP 25-028

**CASE NUMBER:** SUP 25-028

**LOCATION:** 3605 Lamar Avenue

**COUNCIL DISTRICTS:** District 3 and Super District 8

**OWNER/APPLICANT:** Benji W Pollan/ Bob Pitts

**REPRESENTATIVE:** Bob Pitts

**REQUEST:** A special use permit to allow contractors storage

**AREA:** +/-1.304 acres

**RECOMMENDATION:** The Division of Planning and Development recommended *Approval*  
The Land Use Control Board recommended *Approval*

**RECOMMENDED COUNCIL ACTION:** Public Hearing Not Required

**PRIOR ACTION ON ITEM:**

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
10/09/2025 _____	DATE
(1) Land Use Control Board _____	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

	<u>DATE</u>	<u>POSITION</u>
<u>Travian Smith</u>	<u>10/13/2025</u>	PLANNER
_____	_____	DEPUTY ADMINISTRATOR
<u>Brett Reynolds</u>	<u>10/13/2025</u>	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	_____	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### SUP 25-028

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 3605 LAMAR AVENUE, KNOWN AS CASE NUMBER SUP 25-028

- This item is a resolution with conditions for a special use permit to allow a contractors storage; and
- The item may require future public improvement contracts.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, October 9, 2025**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** SUP 25-028

**LOCATION:** 3605 Lamar Avenue

**COUNCIL DISTRICT(S):** District 3 and Super District 8

**OWNER/APPLICANT:** Benji W Pollan Trust/ Bob Pitts

**REPRESENTATIVE:** Bob Pitts, Pickering Firm Incorporated

**REQUEST:** To allow a contractors storage

**EXISTING ZONING:** Commercial Mixed Use – 3 (CMU-3)

**AREA:** +/-1.304 acres

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**The following spoke in support:** None

**The following spoke in opposition:** None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval.

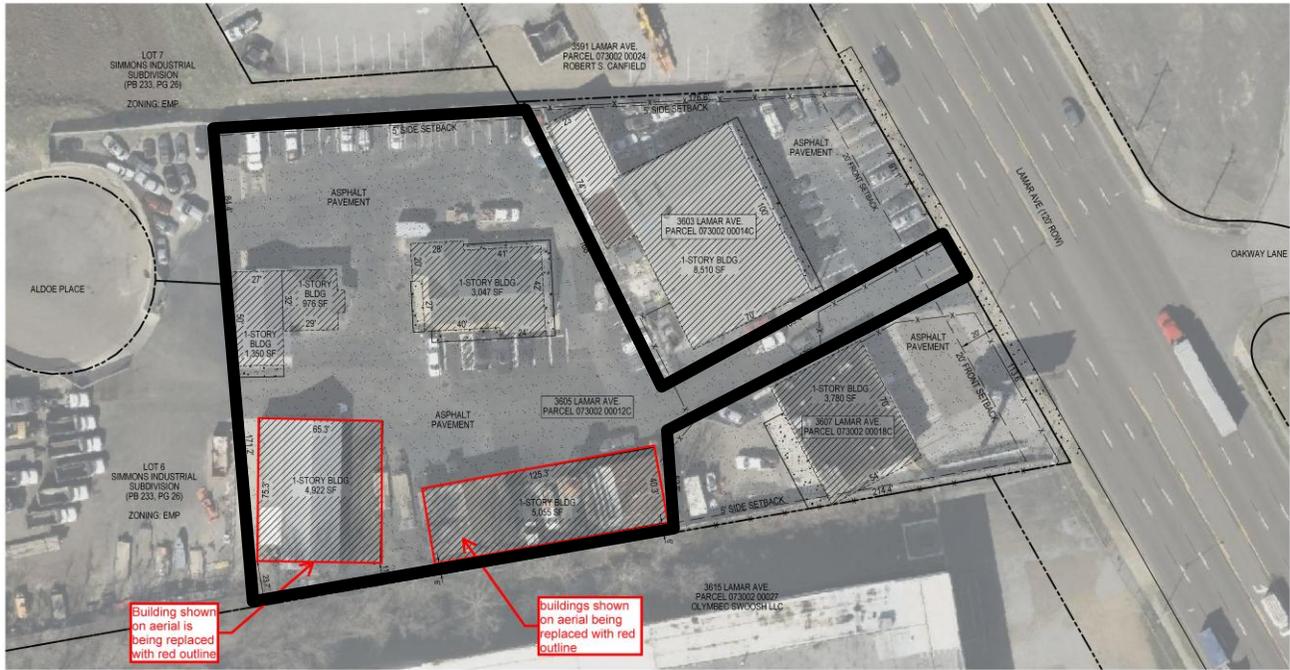
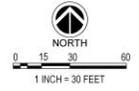
**The motion passed by a vote of 7-0-0 on the consent agenda.**

Respectfully,

Travian Smith  
Planner I  
Land Use and Development Services  
Division of Planning and Development

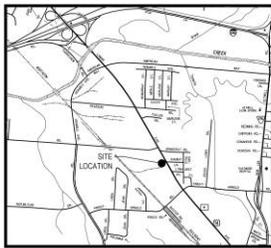
Cc: Committee Members  
File

# SITE PLAN



Building shown on aerial is being replaced with red outline

buildings shown on aerial being replaced with red outline



VICINITY MAP (NTS)

SITE DATA	
POLLAN PAVING SUP	
ADDRESS - 3603, 3605, 3607 LAMAR AVE.	
ZONING - CMU-3	
SITE AREA - 2.00 AC	

RECORDING STAMPS

--

SPECIAL USE PERMIT PLAN			
POLLAN PAVING			
JURISDICTION - MEMPHIS, TN	WARD - 73	BLOCK - 002	PARCELS - 14C, 18C
AREA - 2.00 AC	CASE NUMBER - SUP 2025-028		
NUMBER OF LOTS - 3	OWNER - BENJ W POLLAN TRUST 3605 LAMAR AVE MEMPHIS, TN 38118		
ENGINEER - PICKERING FIRM, INC. 6303 POPULAR AVENUE, SUITE 300 MEMPHIS, TN 38119		FEMA MAP PANEL NO - 4715/0043P	FEMA MAP DATE - 06/28/2007
DATE - 08/29/2025		SCALE - 1" = 30'	SHEET 1 OF 1

**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 3605 LAMAR AVENUE, KNOWN AS CASE NUMBER SUP 25-028**

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**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a special use permit for certain stated purposes in the various zoning districts; and

**WHEREAS**, Benji W Pollan Trust filed an application with the Memphis and Shelby County Division of Planning and Development to allow a contractor storage; and

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives, and standards for special use permits as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on October 9, 2025, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

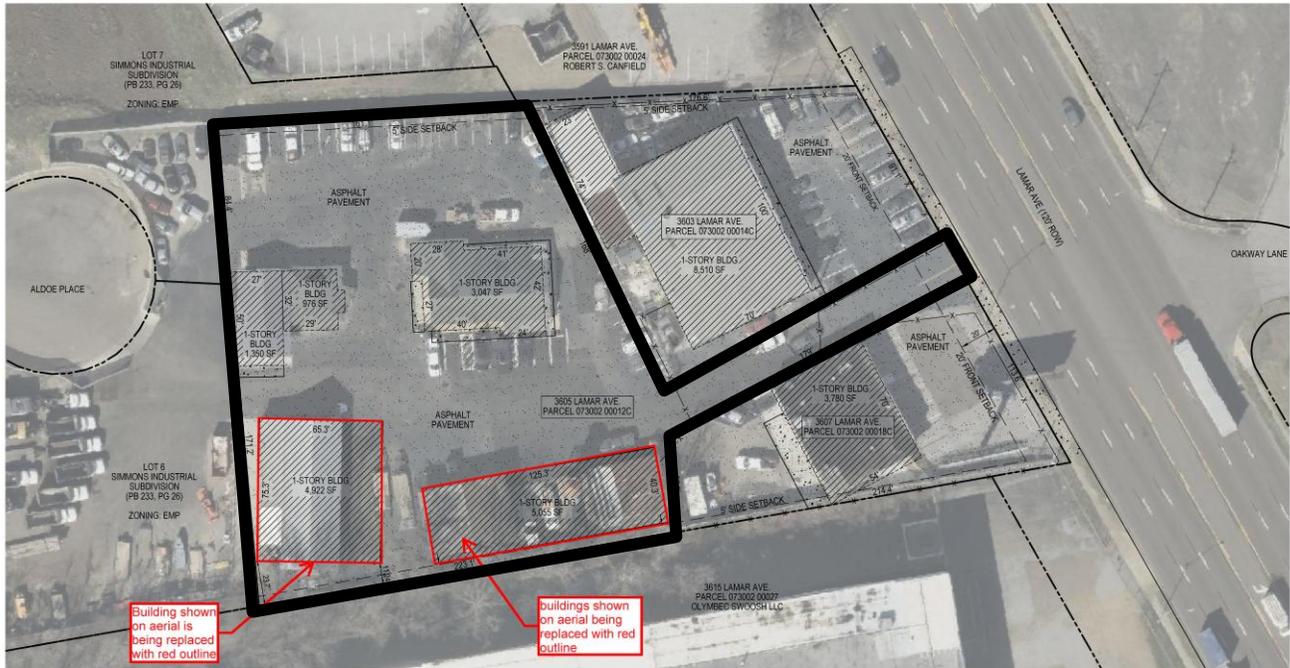
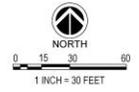
**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a special use permit is hereby granted for the request use in accordance with the attached site plan.

**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Council of the City of Memphis have been met.

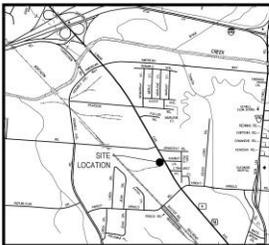
**BE IT FURTHER RESOLVED**, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

# SITE PLAN



Building shown on aerial is being replaced with red outline

buildings shown on aerial being replaced with red outline



VICINITY MAP (NTS)

SITE DATA
POLLAN PAVING SUP
ADDRESS - 3603, 3605, 3607 LAMAR AVE.
ZONING - CMU-3
SITE AREA - 2.09 AC

RECORDING STAMPS


SPECIAL USE PERMIT PLAN		
POLLAN PAVING		
JURISDICTION: MEMPHIS, TN	WARD: 73	BLOCK: 002
AREA: 2.09 AC	PARCELS: 12C, 14C, 18C	
NUMBER OF LOTS: 3	CASE NUMBER: SUP 2025-028	
OWNER: GENE W POLLAN TRUST 3605 LAMAR AVE MEMPHIS, TN 38118	ENGINEER: PICKERING FARM, INC. 6303 POPLAR AVENUE, SUITE 300 MEMPHIS, TN 38119	
THE 100 YR FLOOD PLAIN LIES APPROX 0.30 MILES EAST OF THE SITE. ELEV=257	FEMA MAP PANEL NO: 4715/0040P	FEMA MAP DATE: 09/26/2007
DATE: 09/28/2025	SCALE: 1" = 30'	SHEET 1 OF 1

***ATTEST:***

**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement**

**AGENDA ITEM:** 13 **L.U.C.B. MEETING:** October 9, 2025  
**CASE NUMBER:** SUP 2025-028  
**LOCATION:** 3605 Lamar Avenue  
**COUNCIL DISTRICT:** District 3 and Super District 8  
**OWNER/APPLICANT:** Benji W Pollan Trust/ Bob Pitts  
**REPRESENTATIVE:** Bob Pitts, Pickering Firm Incorporated  
**REQUEST:** A special use permit to allow contractors storage.  
**EXISTING ZONING:** Commercial Mixed Use – 3 (CMU-3)

## CONCLUSIONS

1. The request is to remove the existing block storage buildings along with a vehicle barn. The structures will be replaced with two metal contractor storage buildings. The site is within a CMU-3 zoning district.
2. The subject property is a commercial property made up of +/- 56,802 sq. feet and has two existing 1-storage buildings on the southeast end of the lot measuring 4,922 sq. feet and 5,055 sq. feet.
3. The approval criteria regarding special use permits as set out in the Unified Development Code, Section 9.6.9 are met.
4. The requirements for special use permits for contractors' storage as set out in the Unified Development Code, Sub-Section 2.6.4A are met.
5. The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

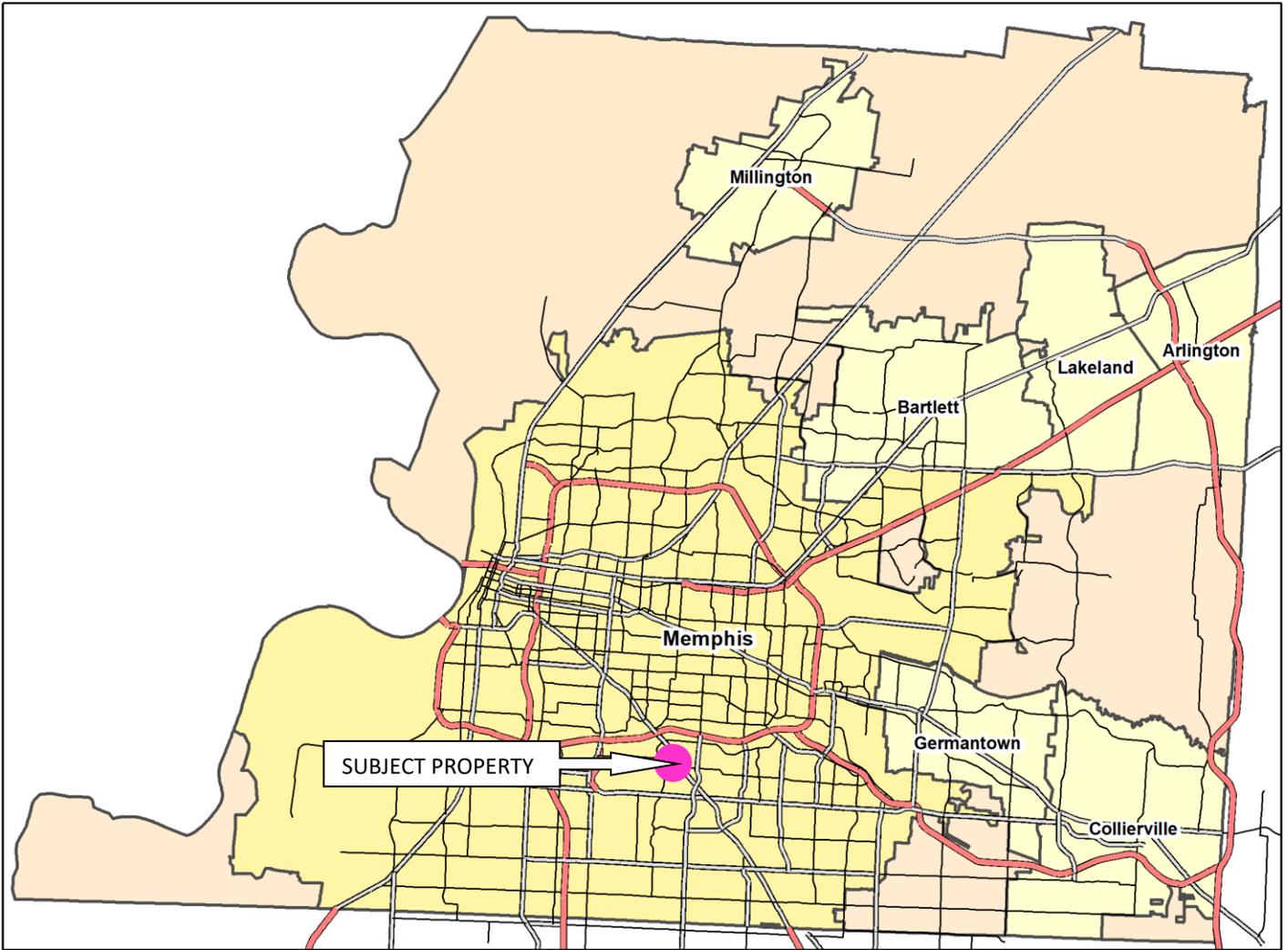
## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 13-15 of this report.

## RECOMMENDATION:

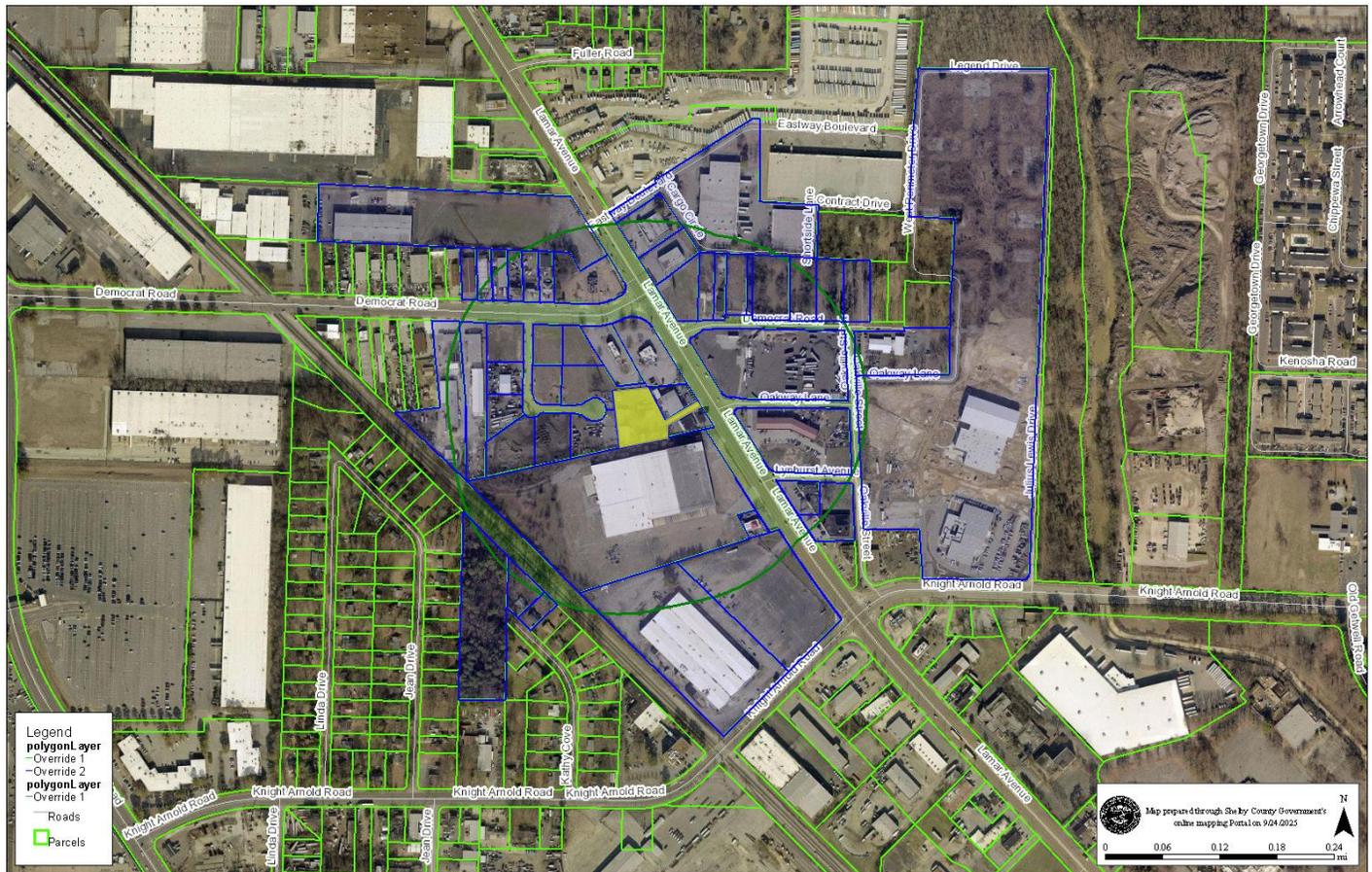
*Approval*

**LOCATION MAP**



Subject property located within the pink circle

### PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow

### PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 35 notices were mailed on September 16, 2025, see page 16 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see page 17 of this report for a copy of the sign affidavit.

### NEIGHBORHOOD MEETING

The meeting was held at 4:45 PM on Monday, September 29, 2025, at the Parkway Village Library, 4655 Knight Arnold Road.

**AERIAL**



Subject property outlined in yellow, imagery from 2025



LAND USE MAP



Subject property indicated by a pink star

**SITE PHOTOS**



View of subject property from Lamar Avenue looking Southeast



View of subject property from Lamar Avenue looking Southeast



View of subject property from internal driveway looking Southwest



View of subject property from internal driveway looking Northwest



## CASE REVIEW

### Request

A special use permit to allow contractors storage.

### Approval Criteria

Staff agrees the approval criteria in regard to special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

#### *9.6.9 Approval Criteria*

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- 9.6.9A The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

### Site Details

Address:

3605 Lamar Avenue

Parcel ID:

073002 00012C

Area:

+/-56,802 square feet (1.304 acres)

**Description:**

The subject property is +/- 56,802 square feet, located along Lamar Avenue. The property is surrounded by majority commercial and industrial industries. The property is zoned as Commercial Mixed Use – 3 (CMU-3). There is an entry into the property from Lamar Avenue and an entry from an internal drive located along Democrat Road. According to the Shelby County Register of Deeds site, the lot is classified as commercial office use. Per the Assessor’s website, there are two storage sheds on the lot. The first one was built in 1970 and made up of 308 square feet. The second one was developed in 1954 and is made up of 1,404 square feet.

**Relevant Unified Development Code Clauses**

**Sub-Section 2.6.4A**

- The outdoor storage of material and equipment may be permitted in certain districts subject to the requirements of Chapter 4.8.

**Item 4.8.4B(2)**

- Limited outdoor storage is the overnight outdoor storage of vehicles awaiting repair, RV and boat storage at a self-service storage facility, merchandise or material in boxes, in crates, on pallets or other kinds of containers, shopping carts, garden supplies, contractor supplies or equipment, landscaping equipment, building supplies, plants, and other similar merchandise, material, or equipment.

**Site Plan Review**

The site plan details where two existing buildings are proposed to be replaced by two 1-story buildings on the southeast end of the lot measuring 4,922 sq. feet and 5,055 sq. feet.

**Analysis**

The request is to remove the existing block storage buildings along with a vehicle barn. The structures will be replaced with two metal contractor storage buildings. The site is within a CMU-3 zoning district.

The subject property is a commercial property made up of +/- 56,802 sq. feet and has two existing 1-storage buildings on the southeast end of the lot measuring 4,922 sq. feet and 5,055 sq. feet.

The approval criteria regarding special use permits as set out in the Unified Development Code, Section 9.6.9 are met.

The requirements for special use permits for contractors’ storage as set out in the Unified Development Code, Sub-Section 2.6.4A are met.

The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

**RECOMMENDATION**

Staff recommends approval

**DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

- |   |                       |
|---|-----------------------|
| <b>City/County Engineer:</b>                    | No comments received. |
| <b>City/County Fire Division:</b>               | No comments received. |
| <b>City Real Estate:</b>                        | No comments received. |
| <b>County Health Department:</b>                | No comments received. |
| <b>Shelby County Schools:</b>                   | No comments received. |
| <b>Construction Code Enforcement:</b>           | No comments received. |
| <b>Memphis Light, Gas and Water:</b>            | No comments received. |
| <b>Office of Sustainability and Resilience:</b> | No comments received. |
| <b>Office of Comprehensive Planning:</b>        | See pages 13-15.      |

**Office of Comprehensive Planning**

**Comprehensive Planning Review of Memphis 3.0 Consistency**

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This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: SUP 2025-028

Site Address/Location: 3065 Lamar Ave  
Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone  
Future Land Use Designation: High Intensity Commercial & Services (CSH)  
Street Type: N/A

*The applicant is seeking a Special Use Permit to allow contractor's storage.*

The following information about the land use designation can be found on pages 76 – 122:

**1. Future Land Use Planning Map**



Red polygon indicates the application site on the Future Land Use Map.

**2. Land Use Description/Intent**

High Intensity Commercial and Service areas typically not associated with anchors. These areas may include commercial uses that serve a larger trade area; this may include large-scale retail, self-storage, vehicle sales, leasing and repair, water-oriented services, lodging, indoor recreation, and social service institutions. Graphic portrayal of CSH is to the right.



**“CSH” Form & Location Characteristics**

Commercial and services uses with mixed use encouraged along avenues, boulevards and parkways as identified in the Street Types Map, 1-7 stories height

**“CSH” Zoning Notes**

Generally compatible with the following zone districts: CMU-2, CMU-3 without frontage requirements, C-G in accordance with Form and characteristics listed above.

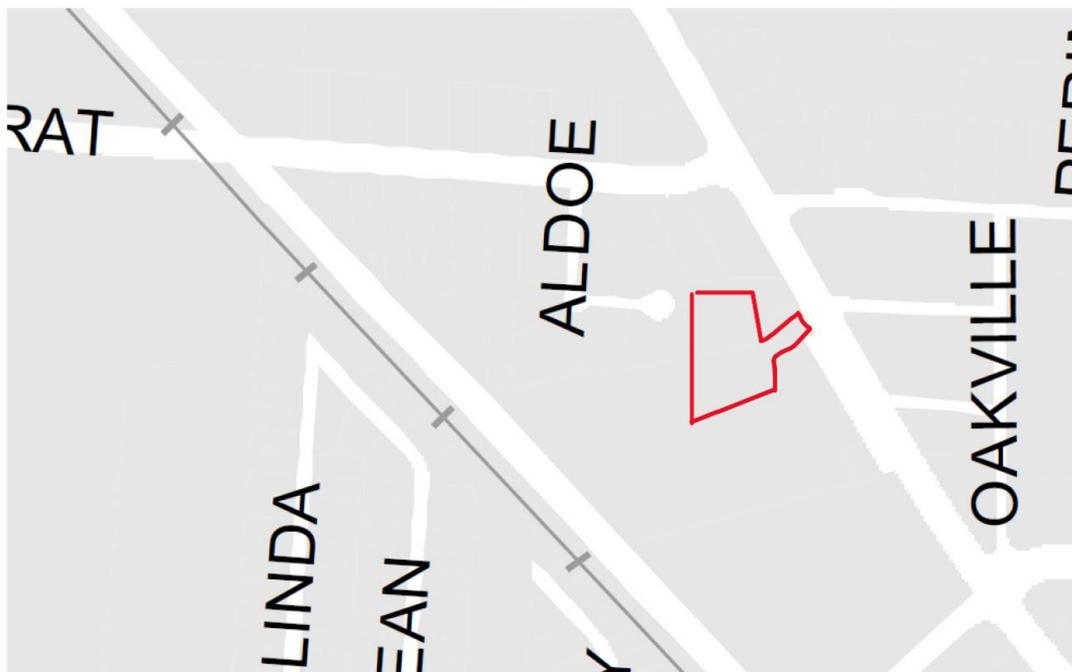
**Existing, Adjacent Land Use and Zoning**

Existing Land Use and Zoning: Office, CMU-3

Adjacent Land Use and Zoning: Industrial, Office, Commercial, EMP, R-6, CMU-3, RU-3

**Overall Compatibility:** *This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning to allow contractor's storage. The requested use is consistent with the Memphis 3.0 Plan, as confirmed through the recent Memphis 3.0 5-year update meeting held in Oakhaven. During community engagement, residents characterized this area as predominantly High Intensity Commercial, a land use category that permits the requested use.*

**Degree of Change Map**



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

**3. Degree of Change Description**

N/A

**4. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities**

N/A

**5. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations**

N/A

**Consistency Analysis Summary**

*The applicant is seeking a Special Use Permit to allow contractor's storage*

*This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning to allow contractor's storage. The requested use is consistent with the Memphis 3.0 Plan, as confirmed through the recent Memphis 3.0 5-year update meeting held in Oakhaven. During community engagement, residents characterized this area as predominantly High Intensity Commercial, a land use category that permits the requested use.*

**Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by: Justin Harris , Comprehensive Planning.

**MAILED PUBLIC NOTICE**

**NOTICE OF PUBLIC HEARING**



You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Thursday, October 2, 2025 at 8 AM.**

**CASE NUMBER:** SUP 2025-028  
**ADDRESS:** 3605 Lamar Avenue  
**REQUEST:** To remove storage buildings and replace with metal buildings  
**APPLICANT:** Bob Pitts

**Meeting Details**

**Location:** Council Chambers  
City Hall 1st Floor  
125 N Main St.  
**Time:** 9:00 AM  
**Date:** Thursday, Oct. 9, 2025

VICINITY MAP



**Staff Planner Contact:**  
Travian Smith  
✉ Travian.Smith@memphistn.gov  
☎ (901) 636-6621

To learn more about this proposal, contact the staff planner or use the QR code to view the full application.



35 Notices Mailed 09/16/2025

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, Shelby Morat, being duly sworn, depose and say that at 2:00 am/pm on the 21 day of September, 2025, I posted 1 Public Notice Sign(s) pertaining to Case No. S 2025-028 at 3603 Lamar Avenue, providing notice of a Public Hearing before the (check one):

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

[Signature]  
Owner, Applicant or Representative

09/21/2025  
Date

Subscribed and sworn to before me this 21 day of September, 2025.

[Signature]  
Notary Public

My commission expires: 6/28/27



My Comm. Exp. 6-28-2027

**APPLICATION**



**Memphis and Shelby County Division of  
Planning and Development**

East Service Center: 6465 Mullins Station Rd; Memphis,  
Tennessee 38134  
Downtown Service Center: 125 N. Main Street;  
Memphis, Tennessee 38103

website: www.develop901.com

**Record Summary for Special Use Permit**

**Record Detail Information**

Record Type: Special Use Permit

Record Status: Pending

Opened Date: August 28, 2025

Record Number: SUP 2025-028

Expiration Date:

Record Name: Pollan Paving

Description of Work: Project will consist of removal of two storage buildings and a vehicle barn to be replaced by two metal buildings. The use is classified as "Contractor's Storage".

Parent Record Number:

---

**Address:**

3605 LAMAR AVE, MEMPHIS 38118

**Owner Information**

Primary Owner Name

Y POLLAN BENJI W TRUST

Owner Address

3605 LAMAR AVE, MEMPHIS, TN 38118

Owner Phone

---

**Parcel Information**

073002 00012C

---

**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner Chip Saliba

Date of Meeting 08/19/2025

Pre-application Meeting Type Email

**GENERAL PROJECT INFORMATION**

Application Type New Special Use Permit (SUP)

List any relevant former Docket / Case -

Number(s) related to previous applications on this site

Is this application in response to a citation, stop No

**GENERAL PROJECT INFORMATION**

work order, or zoning letter

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information

-

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare

This project will not have substantial or undue adverse effects.

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations

This project will be constructed to be compatible.

UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

The project will be served adequately.

The project will not result in destruction, loss, or damage.

UDC Sub-Section 9.6.9E

UDC Sub-Section 9.6.9F

The project complies with all additional standards.

The request will not adversely affect any plans to be considered or violate the character of adjacent properties.

**GIS INFORMATION**

Case Layer

BOA1956-029-CO

Central Business Improvement District

No

Class

C

Downtown Fire District

No

Historic District

-

Land Use

OFFICE

Municipality

MEMPHIS

Overlay/Special Purpose District

-

Zoning

CMU-3

State Route

1

Lot

4-6

Subdivision

MCKELVY ACRES (UNREC)

Planned Development District

-

Wellhead Protection Overlay District

No

County Commission District

-

City Council District

-

City Council Super District

-

**Data Tables**

**AREA INFORMATION**

Name: Pollan Paving

Size (Acres): 1.304

Existing Use of Property: Office  
Requested Use of Property: Contractor's Storage

---

**Contact Information**

---

**Name**  
BOB PITTS

**Contact Type**  
APPLICANT

**Address**

**Phone**  
(901)729-5507

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1673972	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	08/28/2025
1673972	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	08/28/2025

Total Fee Invoiced: \$513.00

Total Balance: \$0.00

---

**Payment Information**

Payment Amount: \$513.00  
Method of Payment: Credit Card

**OWNER AFFIDAVIT**



**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, BENJI W. POLLAN [Signature], state that I have read the definition of  
(Print Name) (Sign Name)

"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 3605 Lamar Avenue  
and further identified by Assessor's Parcel Number 073002 00012C,  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 3<sup>rd</sup> day of MELISSA FRITZ the year of 2025.

[Signature]  
Signature of Notary Public

[Notary Seal]  
 My Commission Expires 6/6/2029  
 My Commission Expires JUNE 6, 2029

**LETTER OF INTENT**



August 28, 2025

**To: Chip Saliba  
Memphis and Shelby County  
Division of Planning and Development  
Memphis, TN 38134**

**Re: Special Use Permit (SUP)  
3603, 3605, 3607 Lamar Avenue  
Memphis, TN 38118**

Mr. Saliba,

On behalf of Benji W. Pollan Trust, Pickering is pleased to submit the attached Special Use Permit application for review. This project will include the removal of two block storage buildings along with a vehicle barn, to be replaced with two metal "Contractors Storage" buildings.

No additional Right-of-Way is planned to be dedicated as public right-of-way, and no public improvements are planned for currently. All curb cuts shown are existing and the existing private drive will remain the sole entrance off of Lamar Avenue.

Along with this narrative the following has been attached through the Develop901 portal:

- Site plan
- Copy of deed(s)
- Owner affidavit

Please contact me if you require any additional information or you have any questions. I can be reached at (901) 729-5507 or bpitts@pickeringfirm.com.

Sincerely,

PICKERING FIRM INCORPORATED

A handwritten signature in blue ink, appearing to read "Bob Pitts", is written over a light blue circular stamp.

Bob Pitts, PE  
CEO

**LETTERS RECEIVED**

No letters received at the time of completion of this report.



# Memphis and Shelby County Division of Planning and Development

East Service Center: 6465 Mullins Station Rd; Memphis, Tennessee 38134

Downtown Service Center: 125 N. Main Street; Memphis, Tennessee 38103

website: www.develop901.com

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Parent Record Number:

### Address:

3605 LAMAR AVE, MEMPHIS 38118

### Owner Information

Primary	Owner Name
Y	POLLAN BENJI W TRUST

Owner Address	Owner Phone
3605 LAMAR AVE, MEMPHIS, TN 38118	

### Parcel Information

073002 00012C

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner	Chip Saliba
Date of Meeting	08/19/2025
Pre-application Meeting Type	Email

#### GENERAL PROJECT INFORMATION

Application Type	New Special Use Permit (SUP)
List any relevant former Docket / Case Number(s) related to previous applications on this site	-
Is this application in response to a citation, stop	No

**GENERAL PROJECT INFORMATION**

work order, or zoning letter

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information

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No

Class

C

Downtown Fire District

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Historic District

-

Land Use

OFFICE

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**Contact Information**

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**Name**  
BOB PITTS

**Contact Type**  
APPLICANT

**Address**

**Phone**  
(901)729-5507

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Payment Amount: \$513.00  
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**Memphis and Shelby County**  
**Division of Planning and Development**  
**Memphis, TN 38134**

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**3603, 3605, 3607 Lamar Avenue**  
**Memphis, TN 38118**

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Sincerely,

PICKERING FIRM INCORPORATED



Bob Pitts, PE  
CEO



# Shelby County Tennessee

## *Willie F. Brooks Jr*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



25062166

07/28/2025 - 10:54:54 AM

12 PGS	
JENNIFER 2861767 - 25062166	
VALUE	750000.00
MORTGAGE TAX	860.20
TRANSFER TAX	0.00
RECORDING FEE	60.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	923.20

**WILLIE F. BROOKS JR**  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Record & Return To:  
Pietrangelo Smith PLC  
6410 Poplar Avenue, Suite 710  
Memphis, Tennessee 38119  
(901) 685-2662  
File No. 25090

**WHEN RECORDED MAIL TO:**  
Paragon Bank, Commercial Lending, 5400 Poplar Ave , Memphis, TN 38119

**FOR RECORDER'S USE ONLY**

This Deed of Trust prepared by:

<b>Name:</b>	<b>Credit Department</b>
<b>Company:</b>	<b>Paragon Bank</b>
<b>Address:</b>	<b>5400 Poplar Ave</b>
<b>City, State, ZIP:</b>	<b>Memphis, TN 38119</b>

**DEED OF TRUST**

**NOTICE: THIS DEED OF TRUST SECURES "OBLIGATORY ADVANCES" AND IS FOR "COMMERCIAL PURPOSES" AS THOSE TERMS ARE DEFINED IN SECTION 47-28-101 OF TENNESSEE CODE ANNOTATED.**

**MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$750,000.00.**

**THIS DEED OF TRUST is dated July 25, 2025, among Benji W Pollan, not personally but as Trustee of the Benji W. Pollan Trust dated November 2, 2020, whose address is 6594 Bramble Cv, Memphis, TN 38119 ("Grantor"); Paragon Bank, whose address is Commercial Lending, 5400 Poplar Ave , Memphis, TN 38119 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Andrew H Taylor, whose address is P O Box 2022, Memphis, TN 38101 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For and in consideration of Five Dollars (\$5.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the Trustee in trust, with Power of Sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property")** located in Shelby County, State of Tennessee:

**DEED OF TRUST  
(Continued)**

Page 2

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**See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.**

**The Real Property or its address is commonly known as 3605 Lamar Ave, Memphis, TN 38118.**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable

**DEED OF TRUST  
(Continued)**

Page 3

times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Tennessee law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender.

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(Continued)**

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and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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(Continued)**

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**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor shall well and truly pay and perform the obligations at the time and times, and in the manner mentioned in this Deed of Trust, and shall well and truly abide by and comply with each and every term, covenant and condition set forth in this Deed of Trust, then this conveyance shall be and become null and void and the Trustee shall convey the Property to the Grantor by release deed at Grantor's expense.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor, the same being expressly waived, to declare the entire Indebtedness immediately due and payable, including (if permitted by applicable law) any prepayment penalty for which Grantor may be obligated.

**Foreclosure.** With respect to all or any part of the Real Property, (a) the Trustee, at the Lender's request, shall have the right to enter and take possession of the Real Property and to sell all or part of the Real Property, at public auction, to the highest bidder for cash, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Real

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Property to be sold as required by law, or (b) the Trustee or the Lender shall have the right to foreclose by judicial proceeding, in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to make application to a court of competent jurisdiction to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property prior to foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share and all other exemptions and other rights which might defeat, reduce or affect the right of the Lender to sell the Real Property or the Personal Property for the collection of the Indebtedness. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Grantor. Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying that Real Property without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph, Grantor, or any person holding possession of the Real Property through Grantor, shall immediately surrender possession of the Real Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Real Property after sale.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports

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(including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Indemnification of Trustee.** Grantor agrees to indemnify Trustee for all reasonable costs, charges, and attorneys' fees incurred by Trustee if Trustee is made a party to or intervenes in any action or proceeding affecting the Property, the title to the Property, or the interest of the Trustee or the Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Trustee shall have the authority, in Trustee's discretion, to employ all proper agents and attorneys in the execution of Trustee's duties under this Deed of Trust and in conducting any sale made pursuant to the terms of this Deed of Trust and to pay for the services rendered by such agents and attorneys out of the proceeds of the sale of the Property. If no sale is made, or if the proceeds of the sale are insufficient to pay such agents and attorneys, then Grantor agrees to pay the cost of such services. The parties in interest hereby waive the necessity of Trustee making oath, filing inventory, or giving bond as security for the execution of this trust, as may be required by the laws of Tennessee.

**Successors and Assigns.** In the event of the death, refusal, or of inability for any cause, on the part of Trustee named in this Deed of Trust, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to Lender, Lender is authorized, either in Lender's own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named in this Deed of Trust and such like power of substitution shall continue so long as any part of the debt secured by this Deed of Trust remains unpaid.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive

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relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Tennessee.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Shelby County, State of Tennessee.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Miscellaneous Waivers.** Grantor waives all right of homestead, equity of redemption, statutory right of redemption, and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Paragon Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means Benji W. Pollan Trust and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes

**DEED OF TRUST  
(Continued)**

Page 10

without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Tennessee Hazardous Waste Management Substances Act of 1998, T.C.A., 68-212-201, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Benji W. Pollan Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Paragon Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 25, 2025, **in the original principal amount of \$750,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is January 25, 2031. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Andrew H Taylor, whose address is P O Box 2022, Memphis, TN 38101 and any substitute or successor trustees.

DEED OF TRUST  
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BENJI W. POLLAN TRUST

By: [Signature]  
Benji W Pollan, Trustee of Benji W. Pollan Trust

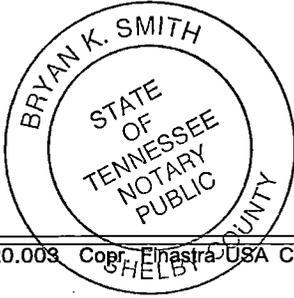
TRUST ACKNOWLEDGMENT

STATE OF TN )  
 ) SS  
COUNTY OF Shelby )

Before me, Bryan K. Smith, a Notary Public in and for said State and County, personally appeared Benji W Pollan, Trustee of Benji W. Pollan Trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be a trustee of or other authorized signer for Benji W. Pollan Trust, the within-named bargainor, a Trust, and that he or she as such trustee or other authorized signer executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself or herself as such trustee or other authorized signer.

WITNESS my hand and seal at office, on the 25th day of July, 2025

[Signature]  
Notary Public Bryan K. Smith



My Commission Expires: 02/29/2028

EXHIBIT A

PARCEL I:

Lot 4, McKelvy Acres Subdivision (unrecorded) , being more particularly described as follows: BEGINNING at a point in the northerly line of McKelvy Road 172.36 feet southwestwardly from the southwesterly line of Lamar Avenue, as measured along the northerly line of McKelvy Road; thence westwardly along curved northerly line of McKelvy Road 46.01 feet to a point tangent; thence continuing westwardly with said north line of McKelvy Road 55.14 feet to line of Lot 5; thence northwestwardly with the line dividing Lots 4 and 5, 166.97 feet to a point; thence eastwardly 98.91 feet to a point 165.57 feet northwestwardly from the point of beginning; thence southeastwardly with westerly line of Lots 3 and 2 a distance of 165.57 feet to the point of beginning.

PARCEL II:

Lot 5, McKelvy Acres Subdivision (unrecorded), being more particularly described as follows: BEGINNING at a point in the northerly line of McKelvy Road 273.51 feet westwardly from the southwesterly line of Lamar Avenue, as measured along said northerly line of McKelvy Road; thence northwestwardly with line dividing Lots 4 and 5, 166.97 feet to a point; thence westwardly 64 feet to a point 149.44 feet northwardly from the northerly line of McKelvy Road; thence southwardly 149.44 feet to a point in said northerly line of McKelvy Road 135.50 feet westwardly from the point of beginning; thence eastwardly with said northerly line of McKelvy Road 135.50 feet to the point of beginning.

PARCEL III:

Lot 6, McKelvy Acres Subdivision (unrecorded), being more particularly described as follows:

BEGINNING at a point in the southerly line of McKelvy Road 203.22 feet westerly from the westerly line of Highway 78, as measured along the said southerly line of McKelvy Road, the northwest corner of Lot 1; thence southerly along the westerly line of Lot 1, 48.05 feet to a point, southwest corner of Lot 1, said point being in the northerly line of Church Home property; thence westerly along the northerly line of Church Home property 223.96 feet to a point; thence northerly 77.31 feet to a point in the southerly line of McKelvy Road; thence easterly along the southerly line of McKelvy Road 217.05 feet to the point of beginning

PARCEL IV:

Driveway as shown on plat of survey:

BEGINNING at a point in the west line of U.S. Highway 78, at northeast corner of Lot 1, McKelvy Acres Subdivision; thence running westwardly with the north line of Lots 1 and 6, 420.27 feet to the east line of Lot 7; thence north 25 feet to the southwest corner of Lot 5; thence eastwardly with the south line of Lots 5, 4 and 2, 409 feet to the west line of said Highway; thence south 25 feet to the point of beginning.

Address: 3605 Lamar Ave, Memphis, TN 38118

Being part of the same property conveyed to Benji W. Pollan, Trustee of the Benji W. Pollan Trust, dated November 2, 2020, by quit claim deed of record at Instrument Number 21091368 in the Register's Office of Shelby County, Tennessee.

**MEMPHIS AND SHELBY COUNTY**  **DIVISION OF PLANNING AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, BENJI W. POLLAD , state that I have read the definition of  
(Print Name) (Sign Name)

“Owner” as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 3603, 3605, 3607 Lamar Ave.  
and further identified by Assessor's Parcel Number 073002 00014C, 073002 00012C, 073002 00018C  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 20th day of August in the year of 2015.

  
Signature of Notary Public



11/6/2019  
My Commission Expires



**MEMPHIS AND  
SHELBY COUNTY** **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

October 9, 2025

Benji W Pollan Trust  
3605 Lamar Avenue  
Memphis, TN 38118

*Sent via electronic mail to: bpitts@pickeringfirm.com*

Case Number: SUP 2025-028  
LUCB Recommendation: Approval

Dear applicant,

On Thursday, October 9, 2025, the Memphis and Shelby County Land Use Control Board recommended **approval** of your special use permit application to allow a contractors storage located at 3605 Lamar Avenue.

This application will be forwarded, for final action, to the Council of the City of Memphis. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6621 or via email at [Travian.Smith@memphistn.gov](mailto:Travian.Smith@memphistn.gov).

Respectfully,

Travian Smith  
Planner I  
Land Use and Development Services  
Division of Planning and Development

**Letter to Applicant**  
**SUP 2025-028**

Cc: Bob Pitts, Pickering Firm  
File