



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND ADD A NEW APPENDIX RELATING TO OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Division of Planning and Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Ordinance will amend the Memphis and Shelby County Building Code.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This ordinance does not require a new contract nor amend an existing contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This ordinance does not require an expenditure of funds or budget amendment.



JOINT ORDINANCE NO. _____

A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND ADD A NEW APPENDIX RELATING TO OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

WHEREAS, The Shelby County Board of Commissioners and the Council of the City of Memphis seek to adopt and maintain a comprehensive set of coordinated Technical Codes and to update those Codes to assure the safe and effective construction of commercial buildings and structures in the Community; and

WHEREAS, Provisions of the Tennessee Code Annotated require local jurisdictions wishing to operate their own program for permitting and inspection of construction activities, rather than State control of those activities, to review and update their locally adopted Building and technical codes on a regular cycle to assure they are providing an adequate level of public safety; and

WHEREAS, Copies of the 2021 Edition of the ICC International Building Code have been placed in the Offices of the Minutes Clerks of the Shelby County Commission and of the Memphis City Council for public review, as required by state law; and

WHEREAS, The adoption of this updated Memphis and Shelby County Building Code will require the affirmative vote of the majority of the Shelby County Board of Commissioners and the Council of the City of Memphis as no new fine is established by this adoption and update.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That the 2021 Edition of the ICC International Building Code and relevant Appendices and previous amendments are hereby further amended by adoption of the local amendments attached to this Joint Ordinance as Exhibit A.

BE IT FURTHER ORDAINED, That the first sentence of section 423.5 Group E occupancies of the Memphis and Shelby County 2021 Building Code is deleted and replaced with, "In areas where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500, all Group E

occupancies with an occupant load of 50 or more may have a storm shelter. If a storm shelter is constructed, it shall be constructed in accordance with ICC 500.”

BE IT FURTHER ORDAINED, That Appendix M relating to optional middle-scale housing construction requirements, as further described in Exhibit A, is adopted into the Memphis and Shelby County Building Code.

BE IT FURTHER ORDAINED, That should any part of this ordinance or code be found to be unlawful or unenforceable by a court of competent jurisdiction that such a determination will have no effect on the other portions of the adopted code and the amendments thereto.

BE IT FURTHER ORDAINED, That this Joint Ordinance shall take effect in the City of Memphis and the unincorporated areas of Shelby County on December 31, 2025, by virtue of the concurring and separate passage thereof by the Board of Commissioners of Shelby County and the Memphis City Council, or if not adopted by each legislative body by that date, then at the date of adoption by the last adopting body.

EXHIBIT A

Appendix M

Middle-Scale Housing IBC Amendment

(with notes for IFC and IEBC)

1. Purpose

The purpose of this amendment is to provide an alternative compliance path for small-scale, low-rise multifamily buildings (3–24 dwelling units) to promote housing affordability while maintaining essential life safety protections.

2. Scope

This amendment applies to multifamily buildings meeting all of the following criteria:

- 3 to 24 dwelling units total
- No more than 3 stories above grade
- Maximum building height of 40 feet
- Group R-2 occupancy
- Type V or Type III construction permitted. IBC area limitations apply to the construction type.

This amendment does not apply to multifamily buildings constructed above a pedestal or podium or buildings with basements.

Except for the items specifically addressed by this amendment, all other provisions of the codes apply.

3. Fire Protection Options

Small multifamily buildings shall comply with one of the following fire protection methods:

Option A: Sprinklered + 1-Hour Separations

- Install an automatic sprinkler system designed and installed in accordance with NFPA 13R (or equivalent). Buildings may be served with an NFPA 13D system if they meet all of the following criteria:
 - Two or fewer stories above grade
 - Less than 10,000 square feet
 - Eight or fewer residential units
 - The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.

- The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.
- Provide a minimum 1-hour fire-resistance-rated floor and wall assemblies separating dwelling units and separating dwelling units from common areas (e.g., corridors, stairs).

OR

Option B: 2-Hour Separations, No Sprinkler *(for Buildings with 3-4 units, under 5,000 square feet, and under 3 stories)*

- Omit sprinkler system installation.
- Provide a minimum 2-hour fire-resistance-rated floor/ceiling and wall assemblies separating dwelling units and separating dwelling units from common areas.

4. Egress Requirements

- Each dwelling unit shall have access to two separate means of egress, unless the dwelling unit opens directly to an exterior exit at grade. Emergency escape and rescue windows shall be provided in sleeping rooms where required.
- Where a 13D sprinkler system is used, exit corridors serving between five and eight units shall have a minimum clear width of 44 inches. Exit corridors serving four units or fewer may have a minimum clear width of 36 inches where total building square footage does not exceed 10,000.
- Common stairways shall be enclosed with 1-hour fire-resistance-rated construction. Corridors shall also be enclosed with 1-hour fire-resistance-rated construction where a 13D sprinkler system is used.
- Maximum travel distance to an exit shall not exceed 125 feet without a sprinkler system, 200 feet with a 13D sprinkler system installed, or 250 feet with a 13R or 13 sprinkler system installed.

5. Alarm and Detection

- Smoke alarms shall be installed inside each dwelling unit in accordance with Section R310 of the IRC.
- In buildings served by an NFPA 13D sprinkler system and containing 8 or fewer dwelling units and no more than 2 stories above grade, a building-wide fire alarm system shall not be required, provided that manual pull stations connected to local audible and visual notification devices audible throughout common areas and in Group B areas, if applicable, are installed at all common building exit doors serving enclosed corridors or stairwells.
- Buildings containing more than 8 dwelling units or more than 2 stories above grade shall provide a manual fire alarm system unless the exceptions of 907.2.9 are met.

6. Plan Review and Inspections

- Building plans shall clearly indicate the selected fire protection option (Option A or Option B).
- Fire-resistance-rated assemblies shall be subject to inspection prior to concealment.
- Documentation of compliance with egress, alarm, and accessibility requirements shall be submitted at the time of permit application.
- For buildings under 5,000 square feet and less than three stories, separate mechanical, electrical and plumbing drawings shall not be required.

7. Structural Design Requirements

7.1 General Structural Requirements

- Buildings may comply with the prescriptive structural provisions of the International Residential Code (IRC) in lieu of the engineered design requirements of the IBC, provided that the building:
 - Is constructed using light-frame wood construction (Type V-B or III-B)
 - Does not exceed three stories above grade
 - Has a simple, rectangular, L-shaped, or U-shaped footprint without major irregularities
 - Maximum building height of 40 feet

7.2 Live Loads

- Residential floor live load: Minimum 40 psf.
- Corridor live load: Minimum 40 psf.
- Stair live load: 2 stories, serving four units or fewer per floor, Minimum 40 psf. Otherwise, Minimum 100 psf.
- Roof live load: Minimum 20 psf.

7.3 Wind Design

- Buildings may use the IRC simplified wind design provisions where the basic wind speed is 140 mph or less.

7.4 Seismic Design

- Buildings may use the IRC simplified seismic design provisions, except buildings with an L-shaped or U-shaped footprint.

7.5 Snow Loads

- Buildings shall be designed for snow loads consistent with IRC Table R301.2.

7.6 Soils and Foundations

- Soil bearing capacity may be assumed at 1,500 psf unless determined otherwise by a soils investigation.

7.7 Structural Documentation

- Prescriptive structural design may be prepared by the builder or contractor.
- Structural engineering calculations and licensed structural engineer seals are not required unless:
 - The building exceeds the limitations stated above, or
 - Site-specific conditions necessitate engineered design.

8. Ground Floor Nonresidential Uses

- Small multifamily buildings regulated under this amendment may include ground-floor Group B occupancies under the following conditions:
 - The Group B occupancy shall be limited to uses that do not require a commercial kitchen exhaust hood, fume hood, hazardous material storage, or specialized ventilation system under the IBC or IMC.
 - The Group B occupancy shall be separated from adjacent dwelling units by construction providing a minimum 1-hour fire-resistance rating with sprinkler or 2-hour fire resistance rating without sprinkler.
 - Automatic sprinkler systems shall not be required solely due to the presence of a Group B occupancy, provided the building otherwise qualifies under Section 3, Option A or Option B.
 - Any shared exit access serving both Group R-2 and Group B occupancies must comply with the most restrictive applicable code requirements for travel distance and protection.
 - Raised floors for any Group B occupancy shall meet the live load requirements for commercial use of minimum 100 psf if occupancy exceeds 15 persons. Otherwise, minimum 40 psf shall be allowed for any Group B occupancy on the ground floor.
 - Each Group B occupancy may not exceed 1,000 square feet.

Notes for IFC:

1. Amendment to International Fire Code Section 903 (Automatic Sprinkler Systems)

Add new subsection 903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path)

903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path).

Automatic sprinkler systems shall not be required for Group R-2 occupancies where all of the following conditions are met:

1. The building contains 3 to 4 dwelling units.
2. The building is under 5,000 square feet and 3 stories in height.

3. The building provides a minimum 2-hour fire-resistance-rated separation (floor/ceiling and wall assemblies) between dwelling units and between dwelling units and common areas.
4. The building complies with egress and fire alarm provisions specified in this code and amendments thereto.
 - For all Group R-2 occupancies between 3-24 units, an automatic sprinkler system designed and installed in accordance with NFPA 13R (or equivalent) is required where a minimum 1-hour fire-resistance-rated floor and wall assemblies separating dwelling units and separating dwelling units from common areas is provided. Buildings may be served with an NFPA 13D system if they meet all of the following criteria:
 - Two or fewer stories above grade
 - Less than 10,000 square feet
 - Eight or fewer residential units
 - The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.
 - The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.

Additional Exception (Group B Ground Floor):

Group B occupancies located on the ground floor of buildings regulated under Section 903.3.1.4 shall not be required to install an automatic sprinkler system where:

- The Group B space does not require specialized suppression or ventilation under applicable code (e.g. no cooking, no flammable storage); and
- The Group B space is separated from residential units above or beside by fire-resistance-rated construction of not less than 2 hours; and
- The Group B space has direct access to the exterior.
- Each Group B occupancy may not exceed 1,000 square feet.

2. Amendment to International Fire Code Section 907 (Fire Alarm and Detection Systems)

Revise 907.2.9.1 Group R-2 Occupancies to add exception:

Exception:

- Smoke alarms shall be installed inside each dwelling unit in accordance with Section R310 of the IRC.
- In buildings served by an NFPA 13D sprinkler system and containing 8 or fewer dwelling units and no more than 2 stories above grade, a building-wide fire alarm system shall not be required, provided that manual pull stations connected to local audible and visual

notification devices audible throughout common areas and in Group B areas, if applicable, are installed at all common building exit doors serving enclosed corridors or stairwells.

- Buildings containing more than 8 dwelling units or more than 2 stories above grade shall provide a manual fire alarm system unless the exceptions of 907.2.9 are met.

Notes for IEBC:

1. Amendment to IEBC Section 1002 (Change of Occupancy)

Add new subsection: 1002.5 **Middle-Scale Housing** (Alternate Compliance Path)

1002.5 Small Multifamily Buildings (Alternate Compliance Path).

Where an existing building is converted to a Group R-2 occupancy containing between 3 and 24 dwelling units, the building shall be permitted to comply with the provisions of the **Middle-Scale Housing** Building Model Amendment to the **IBC Appendix M**, provided all of the following are met:

- The building does not exceed 3 stories above grade or 40 feet in height.
- The building is of Type V or III construction. IBC area limitations apply to the construction type.
- The building complies with prescribed fire protection standards or one of the fire protection options specified in the model amendment (Option A or Option B).
- The building provides egress, fire separation, and alarm systems consistent with the model amendment.
- Structural upgrades are only required where proposed work triggers structural evaluation thresholds of the IEBC.



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2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Division of Planning and Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Ordinance will amend the Memphis and Shelby County Existing Building Code.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require a new contract nor amend an existing contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This resolution does not require an expenditure of funds or budget amendment.



JOINT ORDINANCE NO. _____

A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY EXISTING BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

WHEREAS, the Shelby County Board of Commissioners and the Council of the City of Memphis seek to adopt and maintain a comprehensive set of coordinated Technical Codes and to update those Codes to assure the safe and effective construction of commercial and residential buildings and structures in the Community; and

WHEREAS, Provisions of the Tennessee Code Annotated require local jurisdictions wishing to operate their own program for permitting and inspection of construction activities, rather than State control of those activities, to review and update their locally adopted Building and technical codes on a regular cycle to assure they are providing an adequate level of public safety; and

WHEREAS, Copies of the 2021 Edition of the ICC International Existing Building Code have been placed in the Offices of the Minutes Clerks of the Shelby County Commission and of the Memphis City Council for public, as required by state law; and

WHEREAS, The adoption of this updated Memphis and Shelby County Building Code will require the affirmative vote of the majority of the Shelby County Board of Commissioners and the Council of the City of Memphis as no new fine is established by this adoption and update.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That the first sentence of section 303.2 Addition to a Group E occupancy of the Memphis and Shelby County 2021 Existing Building Code is deleted and replaced with, "Where an addition is added to an existing Group E occupancy located in an area where the shelter design wind speed for tornadoes is 250 mph (402.3 km/h) in accordance with Figure 304.2(1) of ICC 500 and the occupant load in the addition is 50 or more, the addition may have a storm shelter. If a storm shelter is constructed, it shall be constructed in accordance

with ICC 500.”

BE IT FURTHER ORDAINED, That the following section is added under Section 1002 Special Use and Occupancy after **1002.4 Storage**:

1002.5 Middle-Scale Housing. (Alternate Compliance Path). Where an existing building is converted to a Group R-2 occupancy containing between 3 and 24 dwelling units, the building shall be permitted to comply with the provisions of the Middle-Scale Housing Building Amendment to the IBC Appendix M, provided all of the following are met:

- The building does not exceed 3 stories above grade or 40 feet in height.
- The building is of Type V or III construction. IBC area limitations apply to the construction type.
- The building complies with prescribed fire protection standards or one of the fire protection options specified in the model amendment (Option A or Option B).
- The building provides egress, fire separation, and alarm systems consistent with the model amendment.
- Structural upgrades are only required where proposed work triggers structural evaluation thresholds of the IEBC.

BE IT FURTHER ORDAINED, That should any part of this ordinance or code be found to be unlawful or unenforceable by a court of competent jurisdiction that such a determination shall have no effect on the other portions of the adopted Code and the amendments thereto.

BE IT FURTHER ORDAINED, That this Joint Ordinance shall take effect in the City of Memphis and the unincorporated areas of Shelby County on December 31, 2025, by virtue of the concurring and separate passage thereof by the Board of Commissioners of Shelby County and the Memphis City Council, or if not adopted by each legislative body by that date, then at the date of adoption by the last adopting body.



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

AN ORDINANCE AMENDING THE 2021 EDITION OF THE INTERNATIONAL CODE COUNCIL INTERNATIONAL FIRE CODE INCLUDING CERTAIN APPENDICES IN THAT CODE, AND OTHER LOCAL AMENDMENTS, AND AMENDING CHAPTER 9-36 OF THE CITY OF MEMPHIS CODE OF ORDINANCES.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Division of Fire Services

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Ordinance will amend the International Fire Code.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This ordinance does not require a new contract nor amend an existing contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This ordinance does not require an expenditure of funds or budget amendment.



JOINT ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2021 EDITION OF THE INTERNATIONAL CODE COUNCIL INTERNATIONAL FIRE CODE INCLUDING CERTAIN APPENDICES IN THAT CODE, AND OTHER LOCAL AMENDMENTS, AND AMENDING CHAPTER 9-36 OF THE CITY OF MEMPHIS CODE OF ORDINANCES.

WHEREAS, The Council of the City of Memphis seeks to adopt and maintain a comprehensive set of coordinated Technical Codes specifically related to fire prevention and to update those codes to assure the use of safe and effective fire protection measures in the construction and maintenance of commercial and residential buildings and structures within the Memphis community; and

WHEREAS, Provisions of the Tennessee Code Annotated require local jurisdictions wishing to operate their own program for permitting and inspection of construction activities, rather than State control of those activities, to review and update their locally adopted Building and technical codes on a regular cycle to assure they are providing an adequate level of public safety; and

WHEREAS, Copies of the 2021 Edition of the ICC International Fire Code have been placed in the Office of the Minutes Clerk of the Memphis City Council for public review, as required by state law; and

WHEREAS, The Council of the City of Memphis Council believes it to be in the best interest of the citizens of Memphis that amendments to the 2021 Edition of the ICC International Fire Code be adopted.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That the amendments, as further described in Exhibit A, are adopted Section 9-36-1 of the City of Memphis Code of Ordinances and into the International Fire Code, as amended locally by the City of Memphis.

BE IT FURTHER ORDAINED, That the amendments described in Exhibit A correspond with Appendix M relating to optional middle-scale housing construction requirements adopted into the Memphis and Shelby County Building Code.

BE IT FURTHER ORDAINED, That should any part of this ordinance or code be found to be unlawful or unenforceable by a court of competent jurisdiction that such a determination will have no effect on the other portions of the adopted code and the amendments thereto.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect in the City of Memphis on December 31, 2025.

EXHIBIT A

1. Amendment to International Fire Code Section 903 (Automatic Sprinkler Systems)

Add new subsection 903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path)

903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path).

Automatic sprinkler systems shall not be required for Group R-2 occupancies where all of the following conditions are met:

1. The building contains 3 to 4 dwelling units.
 2. The building is under 5,000 square feet and 3 stories in height.
 3. The building provides a minimum 2-hour fire-resistance-rated separation (floor/ceiling and wall assemblies) between dwelling units and between dwelling units and common areas.
 4. The building complies with egress and fire alarm provisions specified in this code and amendments thereto.
- For all Group R-2 occupancies between 3-24 units, an automatic sprinkler system designed and installed in accordance with NFPA 13R (or equivalent) is required where a minimum 1-hour fire-resistance-rated floor and wall assemblies separating dwelling units and separating dwelling units from common areas is provided. Buildings may be served with an NFPA 13D system if they meet all of the following criteria:
 - Two or fewer stories above grade
 - Less than 10,000 square feet
 - Eight or fewer residential units
 - The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.
 - The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.

Additional Exception (Group B Ground Floor):

Group B occupancies located on the ground floor of buildings regulated under Section 903.3.1.4 shall not be required to install an automatic sprinkler system where:

- The Group B space does not require specialized suppression or ventilation under applicable code (e.g. no cooking, no flammable storage); and
- The Group B space is separated from residential units above or beside by fire-resistance-rated construction of not less than 2 hours; and
- The Group B space has direct access to the exterior.

- Each Group B occupancy may not exceed 1,000 square feet.

2. Amendment to International Fire Code Section 907 (Fire Alarm and Detection Systems)

Revise 907.2.9.1 Group R-2 Occupancies to add exception:

Exception:

- Smoke alarms shall be installed inside each dwelling unit in accordance with Section R310 of the IRC.
- In buildings served by an NFPA 13D sprinkler system and containing 8 or fewer dwelling units and no more than 2 stories above grade, a building-wide fire alarm system shall not be required, provided that manual pull stations connected to local audible and visual notification devices audible throughout common areas and in Group B areas, if applicable, are installed at all common building exit doors serving enclosed corridors or stairwells.
- Buildings containing more than 8 dwelling units or more than 2 stories above grade shall provide a manual fire alarm system unless the exceptions of 907.2.9 are met.

**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 X 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:

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

FUNDING:

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

SOURCE AND AMOUNT OF FUNDS

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

ADMINISTRATIVE APPROVAL:

<u> </u>	<u>DATE</u>	<u>POSITION</u>
<u>Travian Smith</u>	<u>10/13/2025</u>	PLANNER
<u> </u>	<u> </u>	DEPUTY ADMINISTRATOR
<u>Brett Repdale</u>	<u>10/13/2025</u>	ADMINISTRATOR
<u> </u>	<u> </u>	DIRECTOR (JOINT APPROVAL)
<u> </u>	<u> </u>	COMPTROLLER
<u> </u>	<u> </u>	FINANCE DIRECTOR
<u> </u>	<u> </u>	CITY ATTORNEY

CHIEF ADMINISTRATIVE OFFICER

COMMITTEE CHAIRMAN



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

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.

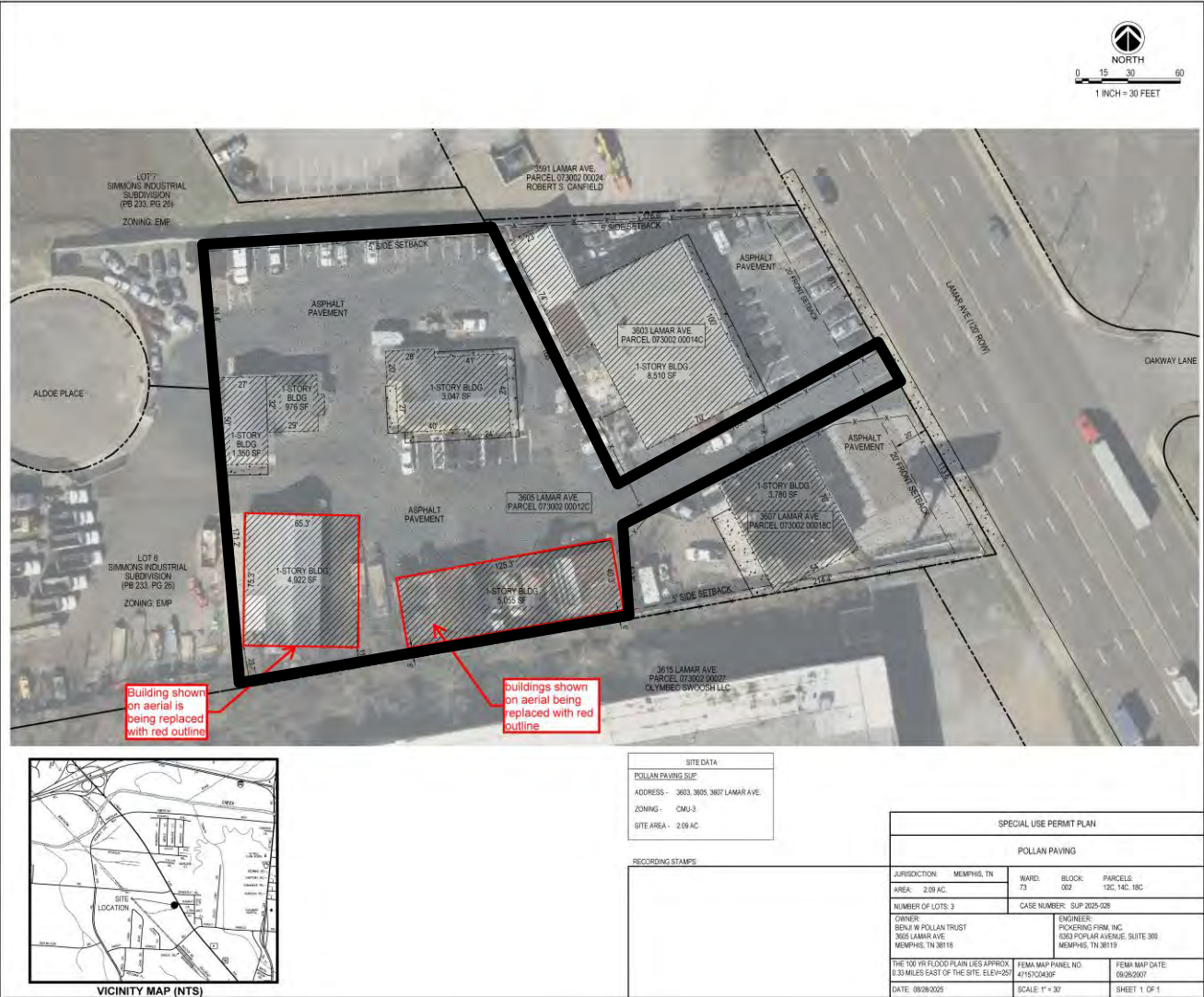
The motion passed by a vote of 7-0-0 on the consent agenda.

Respectfully,

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

Cc: Committee Members
File

SITE PLAN



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

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.

LOT 7
SIMMONS INDUSTRIAL SUBDIVISION
(PB 233, PG 25)
ZONING: EME

LOT 8
SIMMONS INDUSTRIAL SUBDIVISION
(PB 233, PG 25)
ZONING: EMP

3601 LAMAR AVE.
PARCEL 073002 00014C
1-STORY BLDG.
8,910 SF

3603 LAMAR AVE.
PARCEL 073002 00012C
1-STORY BLDG.
4,922 SF

3605 LAMAR AVE.
PARCEL 073002 00014C
1-STORY BLDG.
8,910 SF

3607 LAMAR AVE.
PARCEL 073002 00018C
1-STORY BLDG.
1,760 SF

3615 LAMAR AVE.
PARCELS 073002 00007 & 073002 00008
OLYMBIC GYMNASIUM LLC

Building shown on aerial is being replaced with red outline

buildings shown on aerial being replaced with red outline

VICINITY MAP (NTS)

SPECIAL USE PERMIT PLAN			
POLLAN PAVING			
JURISDICTION: MEMPHIS, TN	WARD: 73	BLOCK: 002	PARCELS: 13C, 14C, 18C
AREA: 2.09 AC			
NUMBER OF LOTS: 2	CASE NUMBER: SUP-2025-028		
OWNER: BENJ W POLLAN TRUST 3605 LAMAR AVE MEMPHIS, TN 38119		ENGINEER: POCKERING FIRM, INC. 6305 POPULAR AVENUE, SUITE 300 MEMPHIS, TN 38119	
THE 100 YR FLOOD PLAIN LIES APPROX. 0.33 MILES EAST OF THE SITE. ELEV=251		FEMA MAP PANEL NO.: 47151D043P	FEMA MAP DATE: 09/28/2007
DATE: 09/08/2025	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.

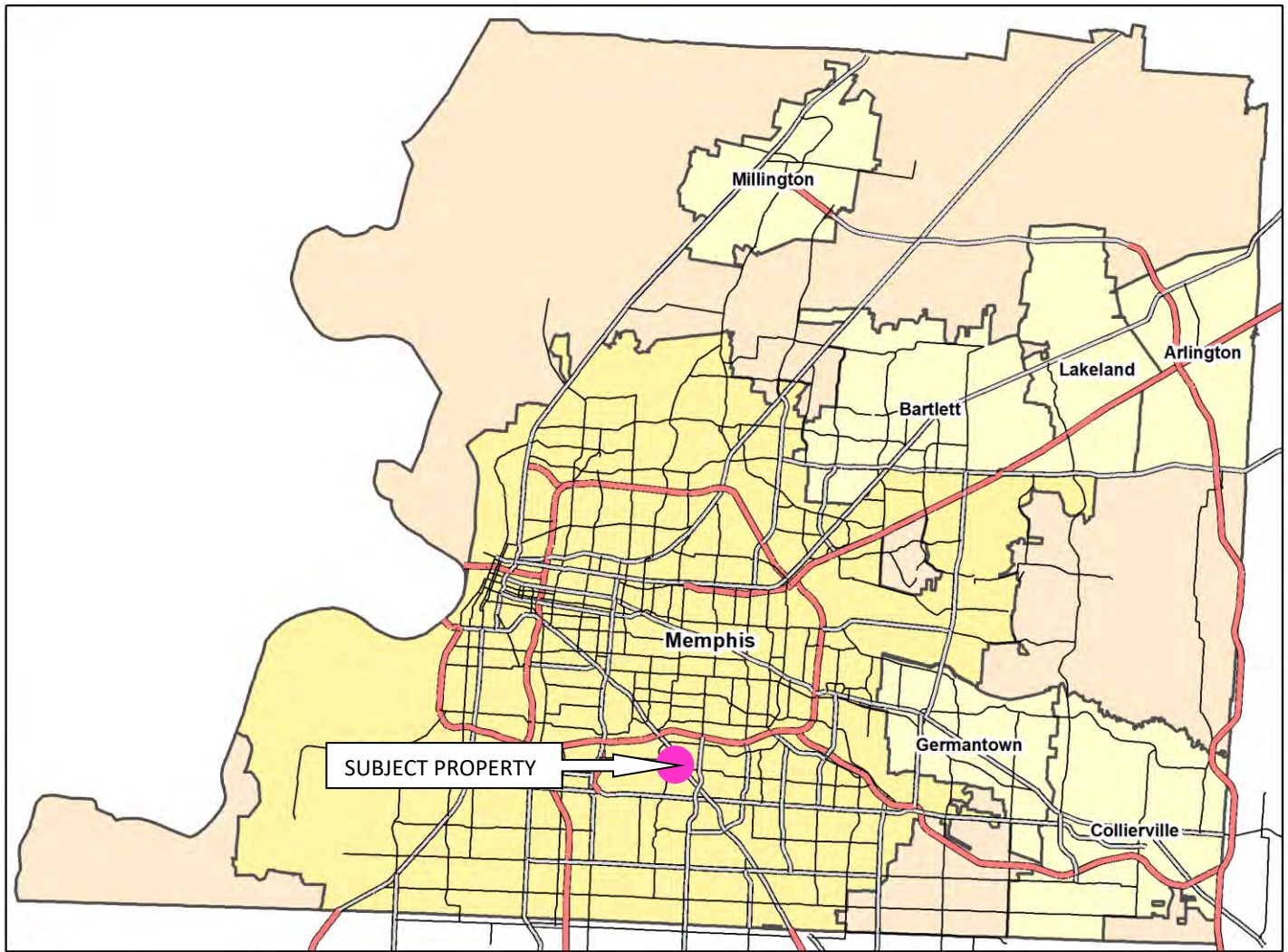
CONSISTENCY WITH MEMPHIS 3.0

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

Legend
 polygonLayer
 - Override 1
 - Override 2
 polygonLayer
 - Override 1
 - Override 2
 Roads
 Parcels

Map prepared through the City of Kenosha's online mapping Portal on 9/4/2023

0 0.06 0.12 0.18 0.24

North Arrow

PUBLIC NOTICE DETAILS

NEIGHBORHOOD MEETING

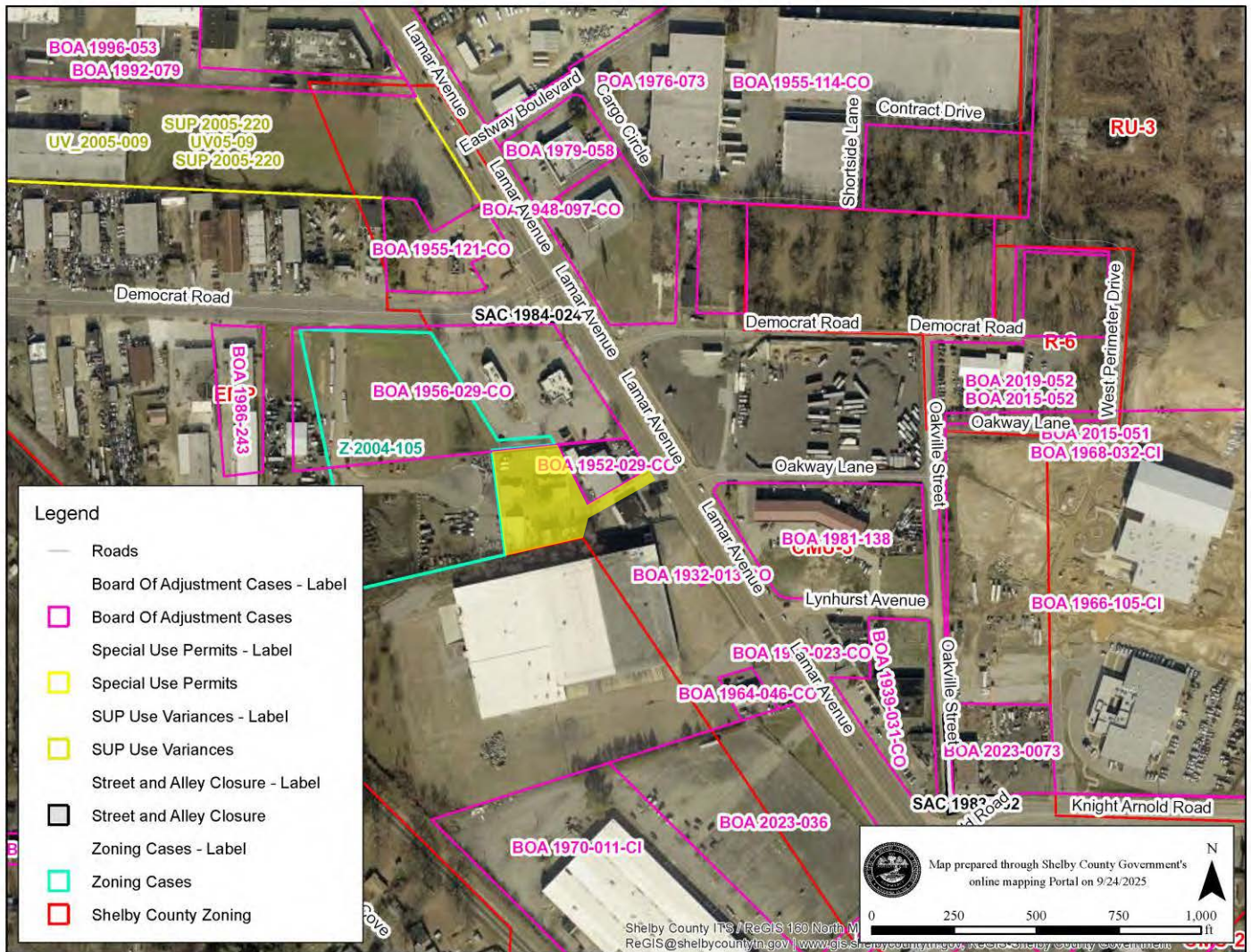
3

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 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

LOT 7
SIMMONS INDUSTRIAL SUBDIVISION
(PB 233, PG 23)
ZONING: EMP

LOT 8
SIMMONS INDUSTRIAL SUBDIVISION
(PB 233, PG 26)
ZONING: EMP

3591 LAMAR AVE.
PARCEL 073002 00024
ROBERT S. CANFIELD

3603 LAMAR AVE.
PARCEL 073002 00014C
1-STORY BLDG 8,510 SF

3605 LAMAR AVE.
PARCEL 073002 00012C
1-STORY BLDG 4,822 SF

3607 LAMAR AVE.
PARCEL 073002 00018C
1-STORY BLDG 3,780 SF

3615 LAMAR AVE.
PARCEL 073002 00027
OLYMPIAN SWIMMING LLC

15' SIDE SETBACK
20' FRONT SETBACK
10' REAR SETBACK

ASPHALT PAVEMENT

ALDOE PLACE

LAMAR AVE (20' ROAD)

OAKWAY LANE

1-STORY BLDG 979 SF
1-STORY BLDG 3,047 SF
1-STORY BLDG 5,055 SF

Building shown on aerial is being replaced with red outline

buildings shown on aerial being replaced with red outline

VICINITY MAP (NTS)

SPECIAL USE PERMIT PLAN			
POLLAN PAVING			
JURISDICTION: MEMPHIS, TN		WARD: 73	BLOCK: 182
AREA: 2.09 AC.		PARCELS: 12C, 14C, 18C	
NUMBER OF LOTS: 3		CASE NUMBER: SUP 2025-528	
OWNER: RETNA W POLLAN TRUST 3605 LAMAR AVE MEMPHIS, TN 38118		ENGINEER: PICKERING FIRM, INC. 1385 POPULAR AVENUE, SUITE 300 MEMPHIS, TN 38119	
THE 100 YR FLOOD PLAIN LIES APPROX. 0.33 MILES EAST OF THE SITE. ELEV=251		FEMA MAP PANEL NO.: 4715702430F	FEMA MAP DATE: 09/28/2007
DATE: 08/28/2025	SCALE: 1" = 30'	SHEET 1 OF 1	

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:

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

Office of Comprehensive Planning

Comprehensive Planning Review of Memphis 3.0 Consistency

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

Staff Planner Contact:

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



VICINITY MAP



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

The project will be served adequately.

UDC Sub-Section 9.6.9D

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

UDC Sub-Section 9.6.9E

The project complies with all additional standards.

UDC Sub-Section 9.6.9F

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	Method of Payment
\$513.00	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):

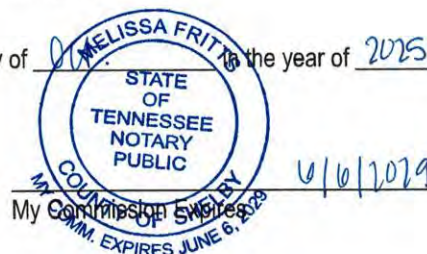
☒ I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate 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 3rd day of October the year of 2025.

[Signature]
Signature of Notary Public



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 faint, larger version of the same signature.

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

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

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Number(s) related to previous applications on
this site

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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.

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UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

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

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The project complies with all additional standards.

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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 Contractor's Storage
Property:

Contact Information

Name BOB PITTS **Contact Type** APPLICANT

Address

Phone
(901)729-5507

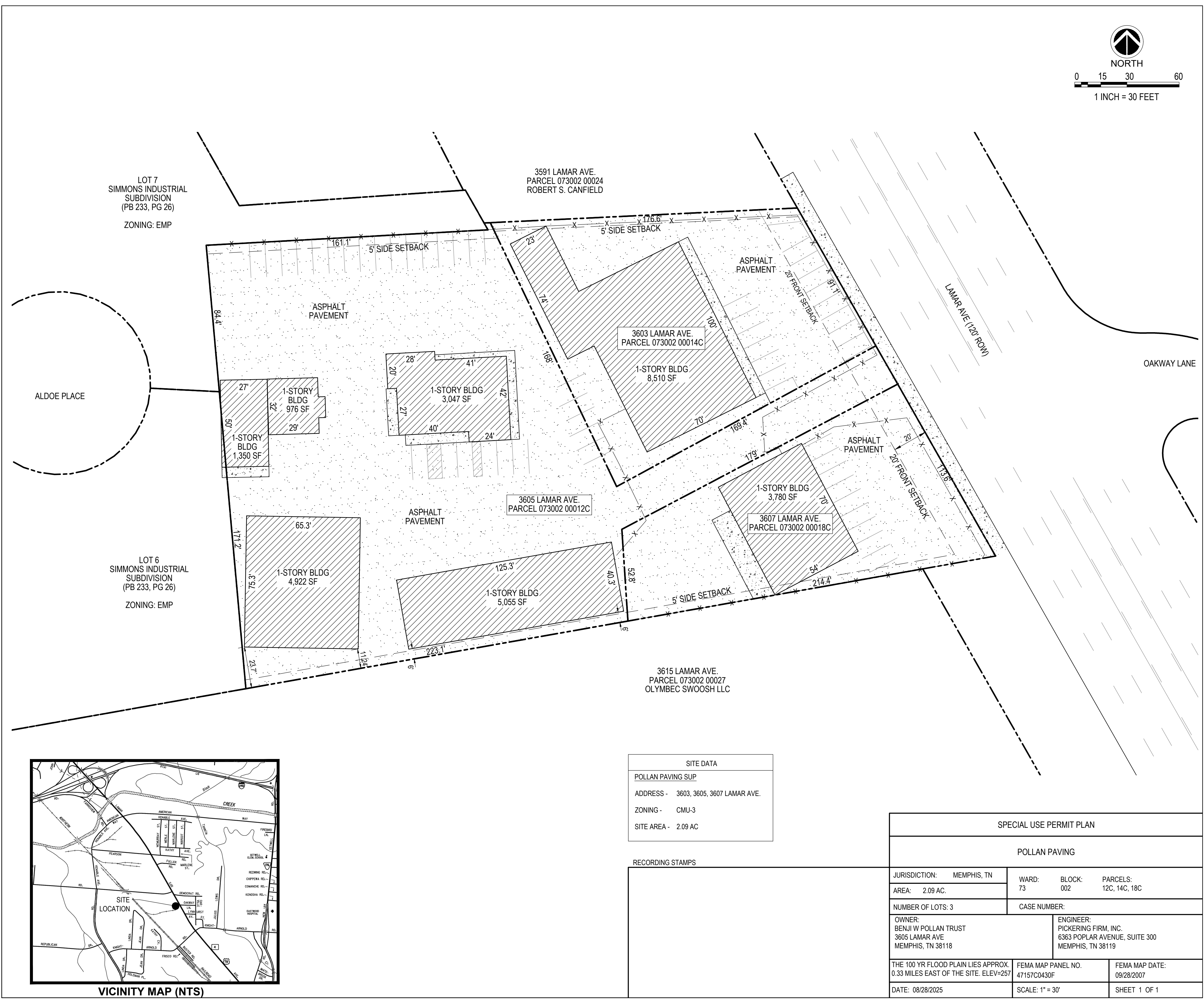
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Payment Information

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



LOT 6
SIMMONS INDUSTRIAL
SUBDIVISION
(PB 233, PG 26)

ZONING: EMP

3607 LAMAR AVE.
PARCEL 073002 00018C

SITE AREA - 2.09 AC

JURISDICTION:	MEMPHIS, TN	WARD:	BLOCK:	PARCELS:
AREA:	2.09 AC.	73	002	12C, 14C, 18C
NUMBER OF LOTS: 3		CASE NUMBER:		
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THE 100 YR FLOOD PLAIN LIES APPROX. 0.33 MILES EAST OF THE SITE. ELEV=257	FEMA MAP PANEL NO. 47157C0430F		FEMA MAP DATE: 09/28/2007	
DATE: 08/28/2025	SCALE: 1" = 30'		SHEET 1 OF 1	

August 28, 2025

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

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3603, 3605, 3607 Lamar Avenue
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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



Bob Pitts, PE
CEO



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.



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:

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

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)**

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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)

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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.

DEED OF TRUST (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.

DEED OF TRUST (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.

**DEED OF TRUST
(Continued)**

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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

DEED OF TRUST (Continued)

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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

DEED OF TRUST (Continued)

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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

DEED OF TRUST (Continued)

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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)**

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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)**

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

GRANTOR:

BENJI W. POLLAN TRUST

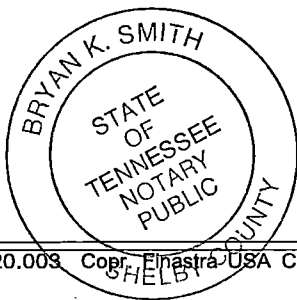
By: [Signature]
Benji W Pollan, Trustee of Benji W. Pollan Trust

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. POLLARD , 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.

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