

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

**ONE ORIGINAL |  
ONLY STAPLED |  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 11/18/2025**

**DATE**

**PUBLIC SESSION: 12/02/2025**

**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 2710 S Mendenhall Rd, known as case number SUP 2025-026

**CASE NUMBER:** SUP 2025-026

**LOCATION:** 2710 S Mendenhall Rd

**COUNCIL DISTRICTS:** District 4 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Dayana Linares – SKS Investment Properties LLC

**REPRESENTATIVE:** Dayana Linares – SKS Investment Properties LLC

**REQUEST:** Special use permit to allow used vehicle sales

**AREA:** +/-0.626 acres

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

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

**PRIOR ACTION ON ITEM:**

<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>DATE</u>	<u>POSITION</u>
<u>maelw C. Stah</u>	<u>Nov 6/2025</u>	STAFF PLANNER
		DEPUTY ADMINISTRATOR
<u>Butt Pp</u>	<u>11/6/25</u>	ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		<b>CHIEF ADMINISTRATIVE OFFICER</b>
		<b>COMMITTEE CHAIRMAN</b>



## **Memphis City Council Summary Sheet**

### **SUP 2025-026**

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 2710 S MENDENHALL RD, KNOWN AS CASE NUMBER SUP 2025-026

- This item is a resolution with conditions for a special use permit to allow used vehicle sales; 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 2025-026

**LOCATION:** 2710 S Mendenhall Rd

**COUNCIL DISTRICT(S):** District 4 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Dayana Linares – SKS Investment Properties LLC

**REPRESENTATIVE:** Dayana Linares – SKS Investment Properties LLC

**REQUEST:** Special use permit to allow used vehicle sales

**EXISTING ZONING:** Commercial Mixed Use – 1 (CMU-1)

**AREA:** +/-0.626 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 with conditions.

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

Respectfully,

*Mahsan Ostadnia*

Planner II  
Land Use & Development Services

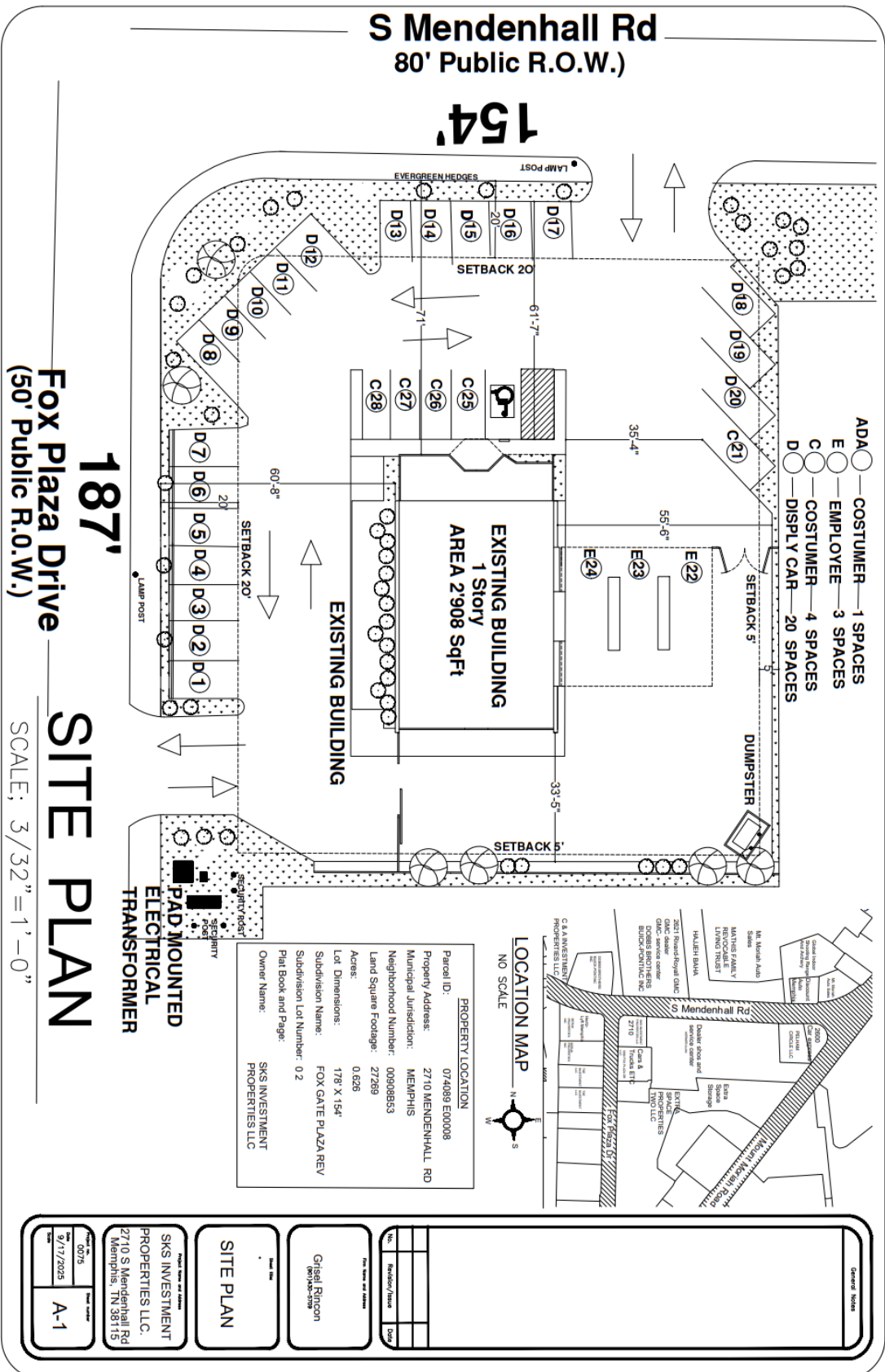
Cc: Committee Members  
File

**SUP 2025-026****CONDITIONS**

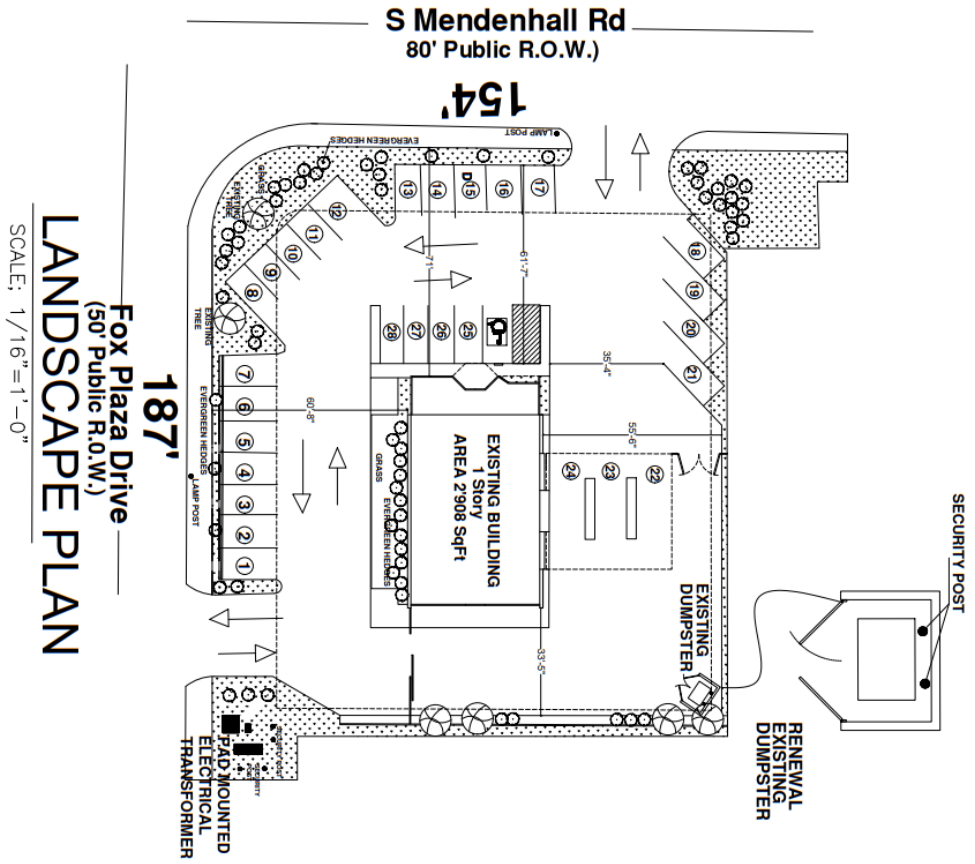
1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Fox Plaza Drive and South Mendenhall Road.
2. The dumpster location and screening shall meet the requirements of UDC Sub-Section 4.6.8B.
3. Lighting for outdoor vehicle sales shall be arranged/positioned to prevent direct glare onto any public right-of-way or private property.
4. All parking spaces shall be painted with striping.
5. Any proposed fencing and gating shall meet the locational and material requirements of the Unified Development Code. No razor wire or barbed wire is permitted.
6. An Administrative Site Plan Review (ASPR) shall be submitted and approved by the Division of Planning and Development following final approval by the Memphis City Council and prior to the issuance of any building permits or certificates of occupancy.



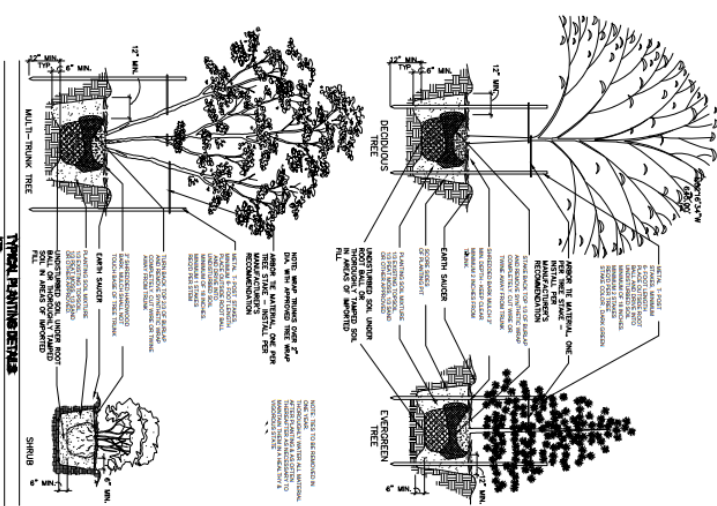
## SITE PLAN



LANDSCAPE PLAN



- General Landscape Notes – 2710 S Mendenhall Rd**
1. All landscaping, buffers, trees, and site elements shall comply with Memphis and Shelby County UDC.
  2. Provide required buffers: 5-10 ft along residential adjacencies, 0-5 ft along commercial, include trees, shrubs, and/or screening as needed.
  3. Plant street trees along frontage (15 ft clearance over streets, 8 ft over sidewalks). Avoid driveways, intersections, and utilities.
  4. Parking lot landscaping: 1 canopy tree per 15-20 spaces; include shrubs or groundcover; protect root zones.
  5. Use UDC-approved species; trees min. 2" caliper; provide soil prep, mulch, staking, and backfill.
  6. Maintain all plantings; replace dead/diseased material; ensure irrigation or drought-tolerant species.
  7. Maintain sight triangles; no plant/fences obstructing driveways or intersections.
  8. No landscaping over utility, drainage, or sewer easements unless approved.
  9. Fencescreens: max 6 ft commercial; materials per UDC; no barbed wire.
  10. Exterior lighting must be shielded to prevent glare on streets or adjacent properties.
  11. Implement BMPs to prevent sediment runoff; 21 acre disturbance requires ECP & PCRPC.
  12. Provide as-built certification by qualified professional confirming compliance with approved landscape plan and UDC.



Client Name		Project Name	
Grisel Rincon		LANDSCAPE PLAN	
2710 S Mendenhall Rd		SKS INVESTMENT PROPERTIES LLC.	
Memphis, TN 38115		2710 S Mendenhall Rd	
0075		A-2	
9/17/2023			

**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 2710 S MENDENHALL RD, KNOWN AS CASE NUMBER SUP 2025-026**

---

**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**, Dayana Linares – SKS Investment Properties LLC filed an application with the Memphis and Shelby County Division of Planning and Development to allow used vehicle sales; and

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

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

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

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

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

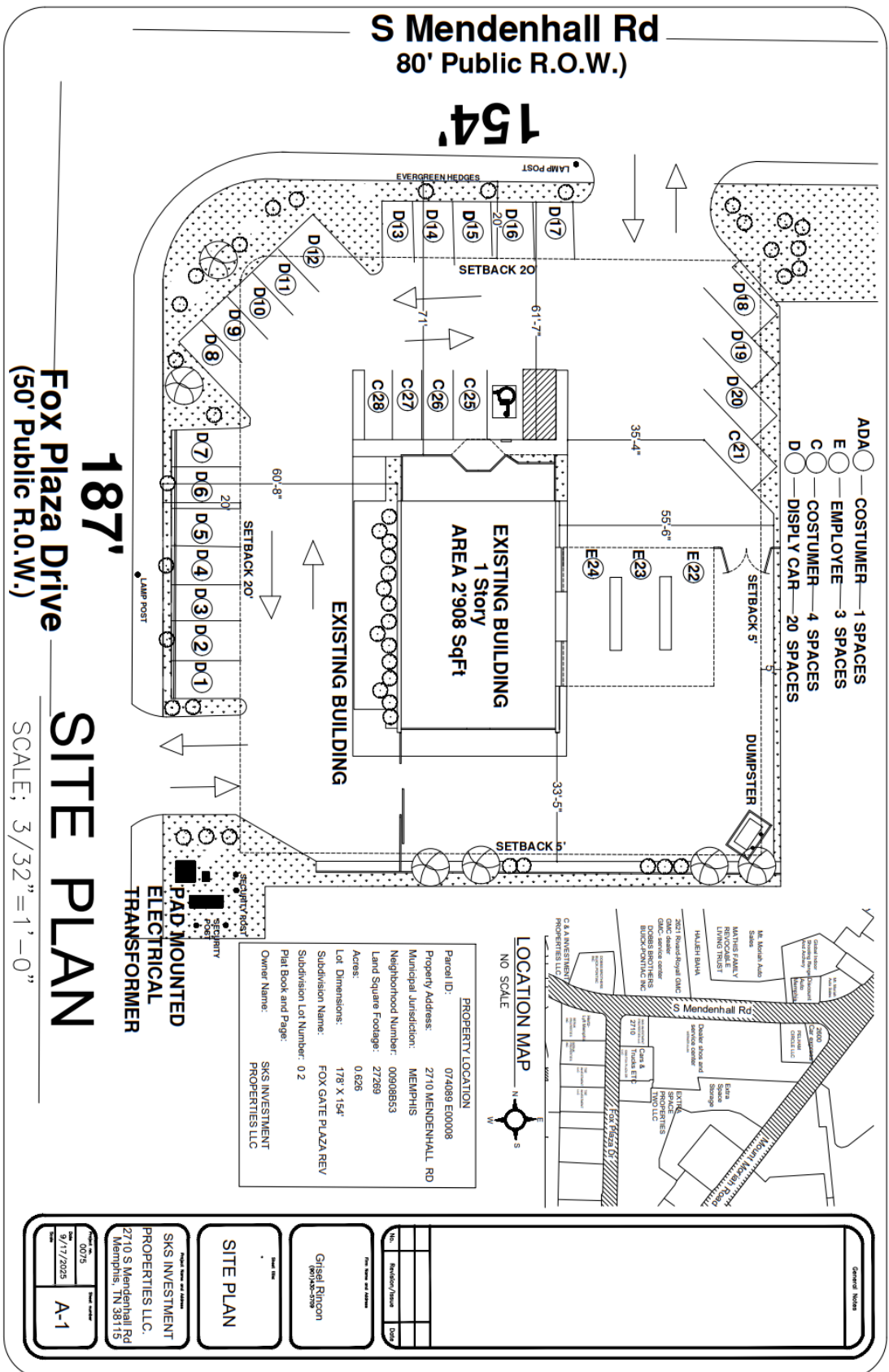
**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed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

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

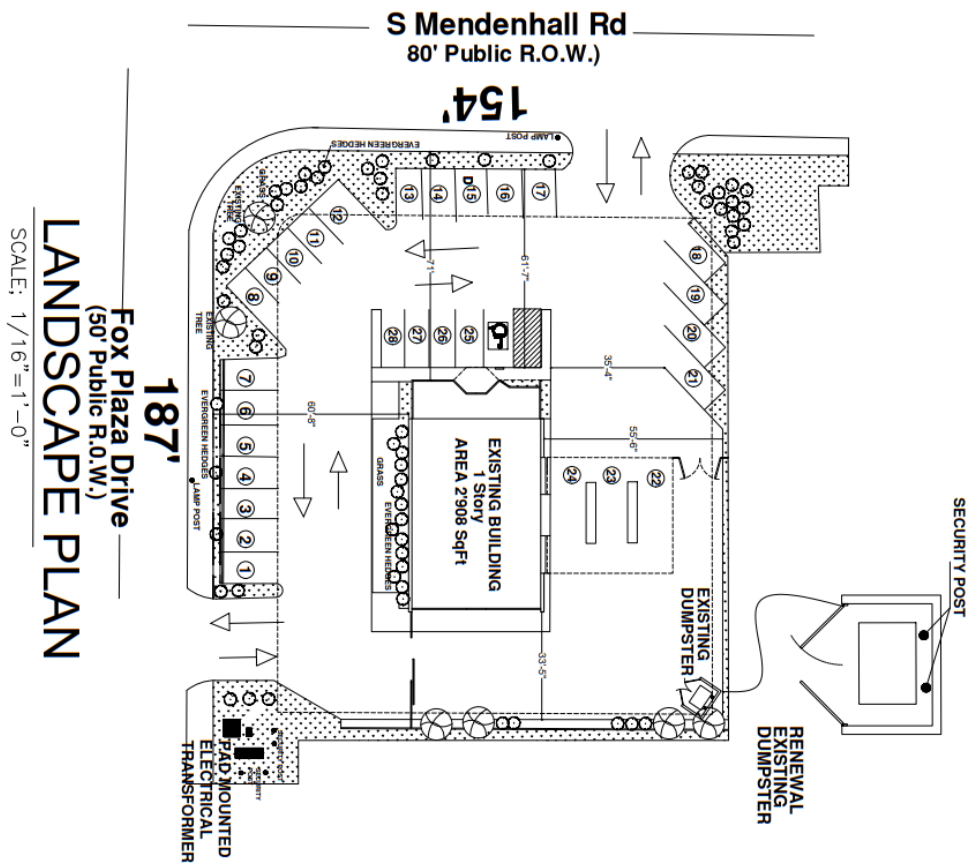
## CONDITIONS

1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Fox Plaza Drive and South Mendenhall Road.
2. The dumpster location and screening shall meet the requirements of UDC Sub-Section 4.6.8B.
3. Lighting for outdoor vehicle sales shall be arranged/positioned to prevent direct glare onto any public right-of-way or private property.
4. All parking spaces shall be painted with striping.
5. Any proposed fencing and gating shall meet the locational and material requirements of the Unified Development Code. No razor wire or barbed wire is permitted.
6. An Administrative Site Plan Review (ASPR) shall be submitted and approved by the Division of Planning and Development following final approval by the Memphis City Council and prior to the issuance of any building permits or certificates of occupancy.

## SITE PLAN

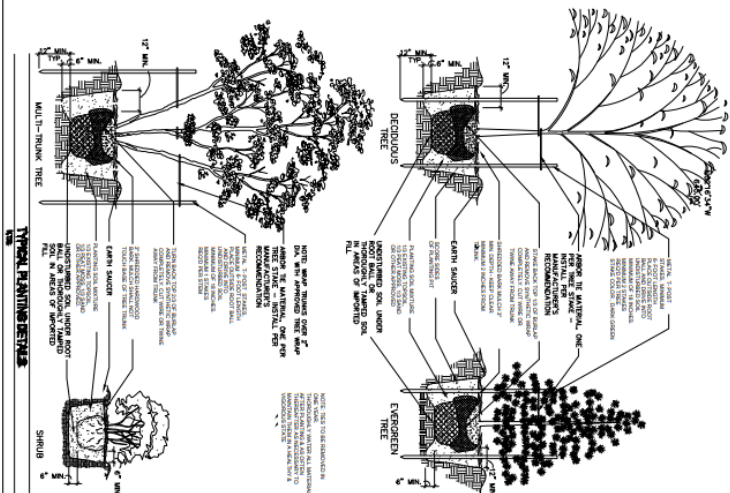


## LANDSCAPE PLAN



General Landscape Notes – 2710 S Mendenhall Rd

1. All landscaping, buffers, trees, and site elements shall comply with Memphis & Shelby County UDC.
  2. Provide required buffers: 5'-10 ft along residential adjacencies; 0-5 ft along commercial; include trees, shrubs, and/or screening as needed.
  3. Plant street trees along boulevards (15 ft clearance over streets; 8 ft over sidewalks). Avoid driveways, intersections, and utilities.
  4. Parking for landscaping: 1 canopy tree per 15-20 spaces; include shrubs or groundcover; protect root zones.
  5. Use UDC-approved species; trees min. 2" caliper; provide soil prep, mulch, staking, and backfill.
  6. Maintain all plantings; replace dead/diseased material; ensure irrigation for non-native species.
  7. Maintain sight triangles; no plants/fences obstructing driveways or intersections.
  8. No landscaping over utility, drainage, or sewer easements unless approved. Maintain access to utilities.
  9. Fences/screens: max 6 ft commercial; materials per UDC; no barbed wire.
  10. Exterior lighting must be shielded to prevent glare on streets or adjacent properties.
  11. Informal BMPs to prevent sediment/runoff: ≥1 acre disturbance requires ECP & P-ORCP.
12. Provide as-built certification by qualified professional confirming compliance with approved landscape plan and UDC



<p style="text-align: center;">General Notes</p>		<p style="text-align: center;">Sheet Title</p> <p style="text-align: center;">LANDSCAPE PLAN</p>															
<p style="text-align: center;">Title Block and Address</p> <p style="text-align: center;">Griffel Rincon 1693-2025</p>		<p style="text-align: center;">Project Name and Address</p> <p style="text-align: center;">SKS INVESTMENT PROPERTIES LLC, 2710 S Mendenhall Rd Memphis, TN 38115</p>															
<p style="text-align: center;">Revision History and Address</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Rev.</th> <th style="width: 50%;">Description/Revision</th> <th style="width: 40%;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Rev.	Description/Revision	Date													<p style="text-align: center;">Project Name and Address</p> <p style="text-align: center;">SKS INVESTMENT PROPERTIES LLC, 2710 S Mendenhall Rd Memphis, TN 38115</p>
Rev.	Description/Revision	Date															
<p style="text-align: center;">Revision History and Address</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Rev.</th> <th style="width: 50%;">Description/Revision</th> <th style="width: 40%;">Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Rev.	Description/Revision	Date													<p style="text-align: center;">Project Name and Address</p> <p style="text-align: center;">SKS INVESTMENT PROPERTIES LLC, 2710 S Mendenhall Rd Memphis, TN 38115</p>
Rev.	Description/Revision	Date															

***ATTEST:***

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



**AGENDA ITEM:** 12 **L.U.C.B. MEETING:** October 09, 2025  
**CASE NUMBER:** SUP 2025-026  
**LOCATION:** 2710 S Mendenhall Rd  
**COUNCIL DISTRICT:** District 4 and Super District 8 – Positions 1, 2, and 3  
**OWNER/APPLICANT:** Dayana Linares – SKS Investment Properties LLC  
**REPRESENTATIVE:** Dayana Linares  
**REQUEST:** Special use permit to allow used vehicle sales  
**EXISTING ZONING:** Commercial Mixed Use – 1 (CMU-1)

## CONCLUSIONS

1. The applicant seeks a special use permit to allow used vehicle sales on a 0.626-acre parcel identified as Lot 2 of the Fox Gate Plaza Rev Subdivision, zoned Commercial Mixed Use-1 (CMU-1). The site features a 2,908-square-foot, single-story commercial building constructed in 1974, with dual frontage on South Mendenhall Road and Fox Plaza Drive. The surrounding area includes a mix of commercial, residential, and office uses, making the proposed vehicle sales use generally compatible with the surrounding uses within the neighborhood.
2. The development includes a total of 28 parking spaces: 3 for employees, 4 for customers, 20 designated for vehicle display, and 1 ADA-compliant space. Landscaping is thoughtfully incorporated, featuring evergreen hedges, grass beds, and a mix of tree types positioned to provide shade, screening, and visual enhancement around the site perimeter and parking areas.
3. The site contains a dumpster enclosure in the northeast corner and a pad-mounted electrical transformer in the southeast corner. Vehicular access is provided by two driveways, one on South Mendenhall Road and one on Fox Plaza Drive. Sidewalk access is available along Mendenhall Road only; no sidewalk is present along Fox Plaza Drive.
4. 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

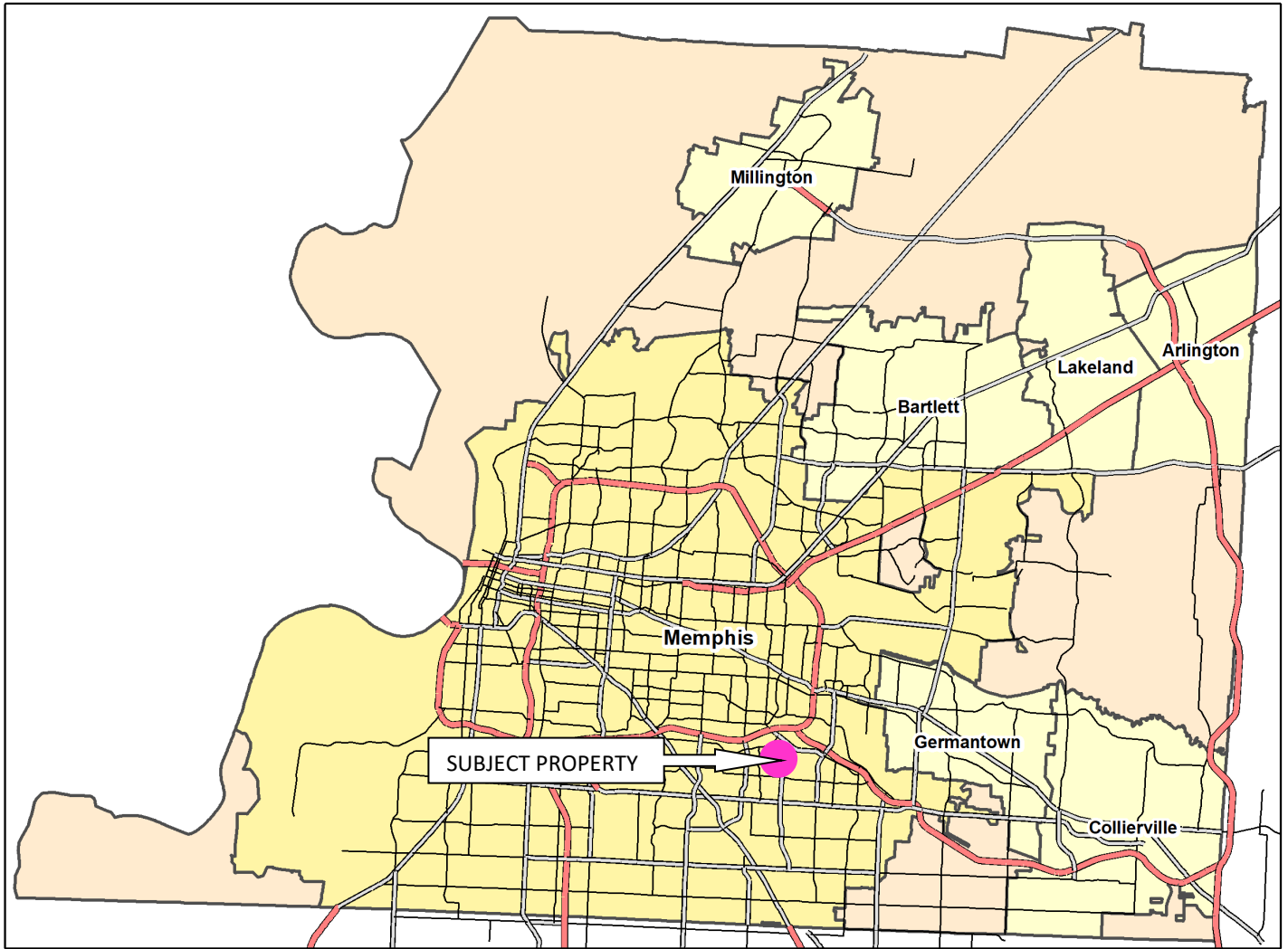
This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 17-20 of this report.

## RECOMMENDATION:

***Approval with conditions***

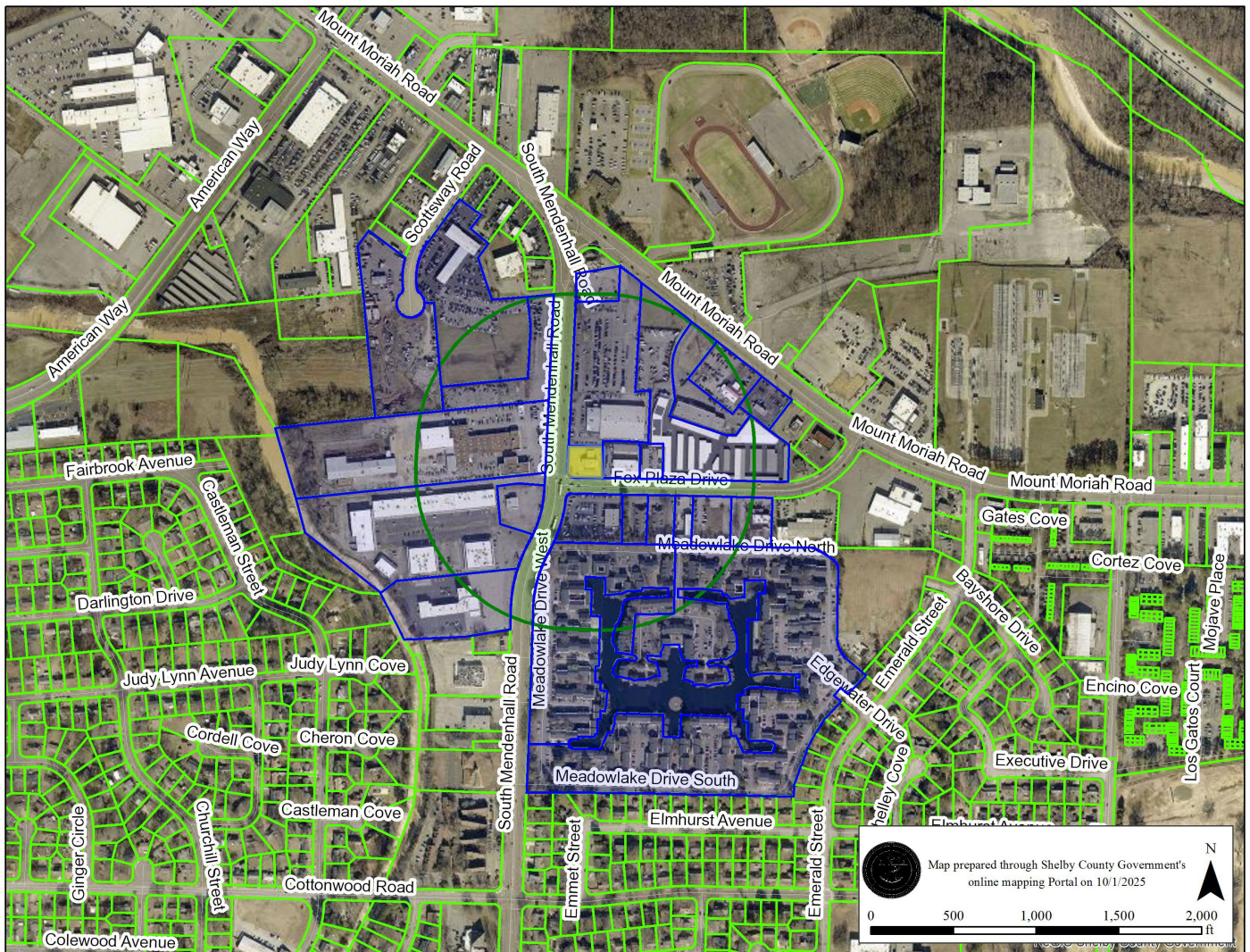


**LOCATION MAP**



Subject property located within the pink circle.

## PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow.

## PUBLIC NOTICE DETAILS

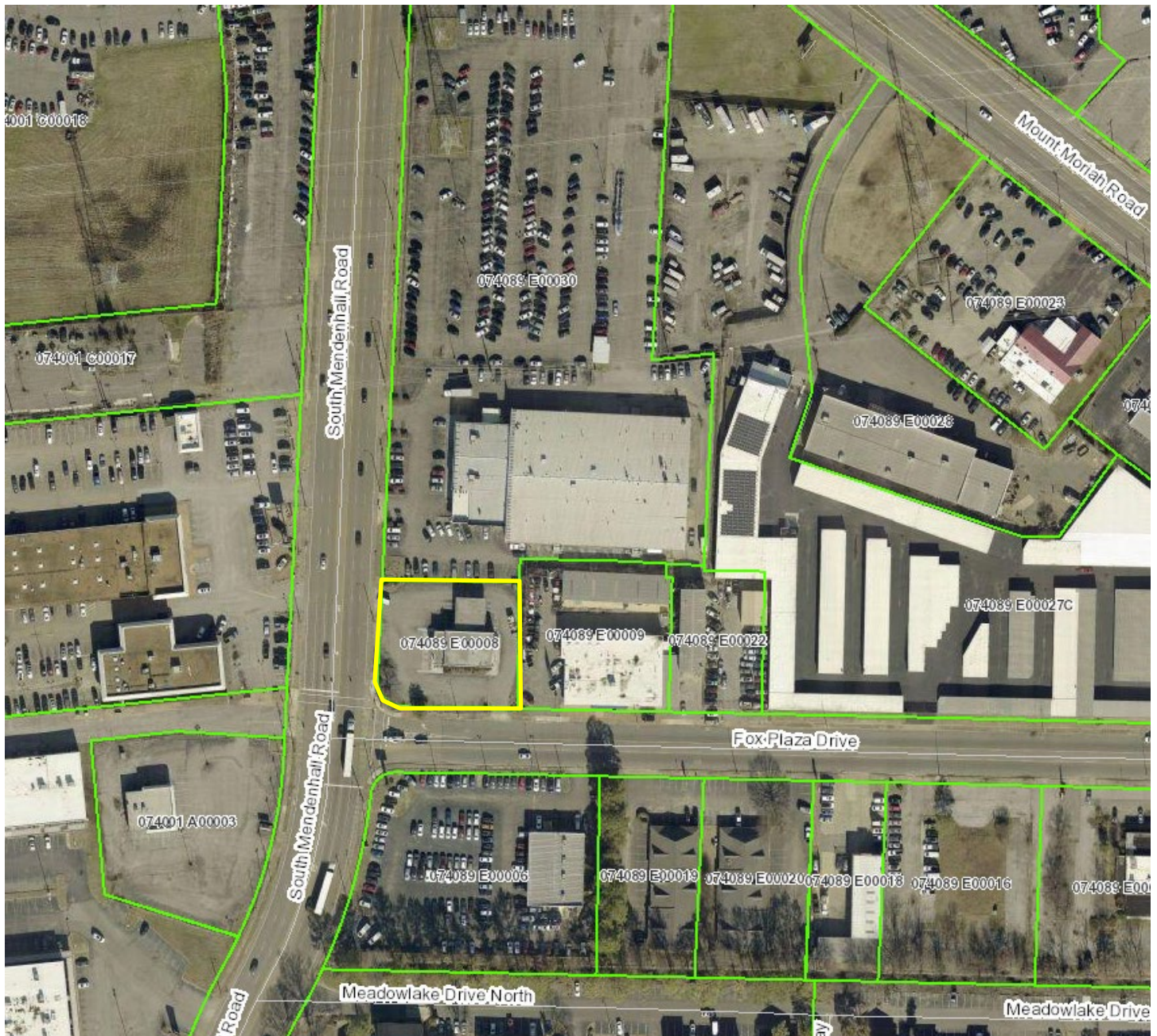
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 20 notices were mailed on September 09, 2025, see pages 21 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see pages 24-25 of this report for a copy of the sign affidavit.

## NEIGHBORHOOD MEETING

The meeting was held at 11:30 AM on Friday, September 20, 2025, at 2710 S Mendenhall Road, Memphis, TN 38115. See pages 22-23 of this report for a copy of the neighborhood meeting summary.



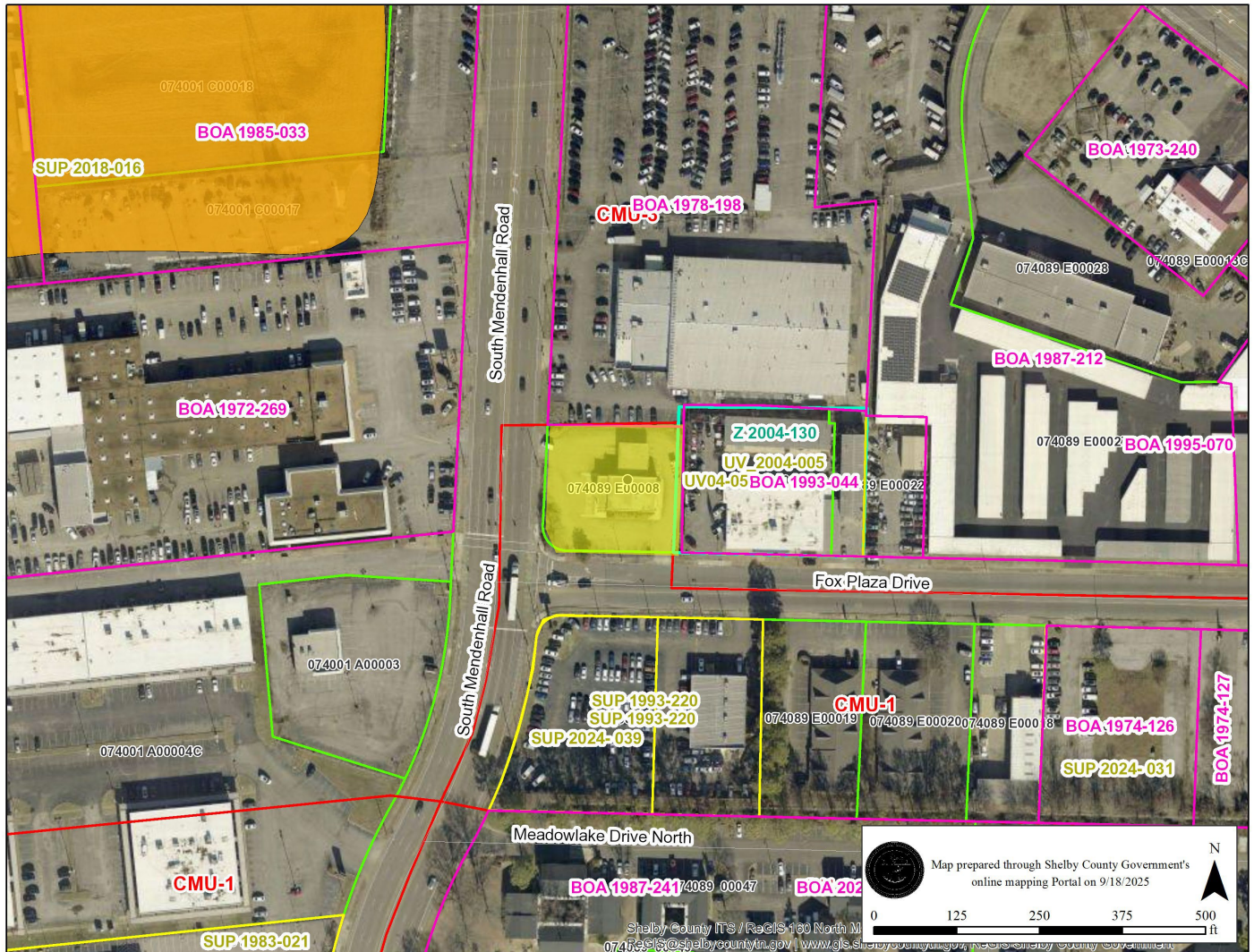
**AERIAL**



Subject property outlined in yellow.

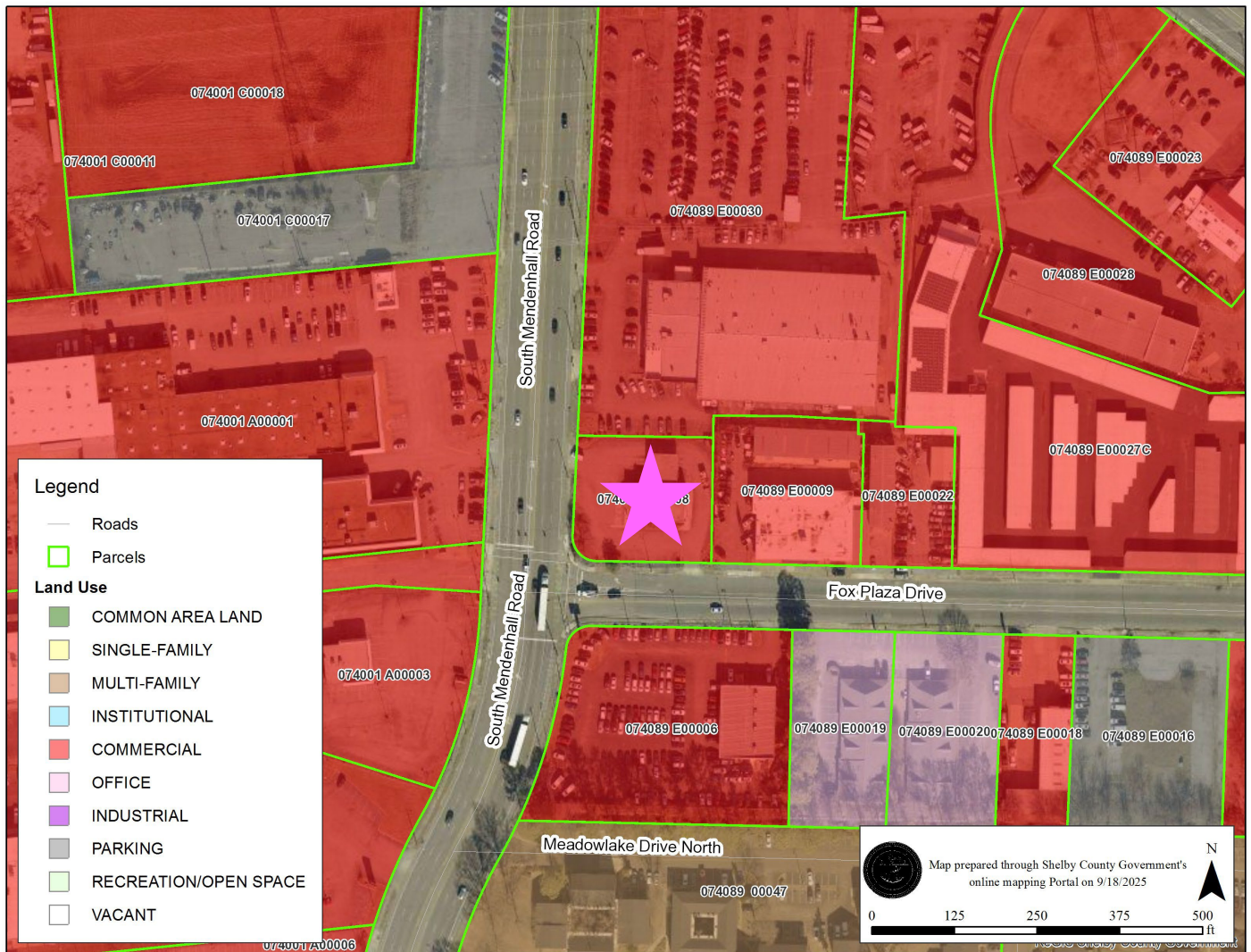


**ZONING MAP**



Subject property highlighted in yellow.

LAND USE MAP



Subject property indicated by a pink star.



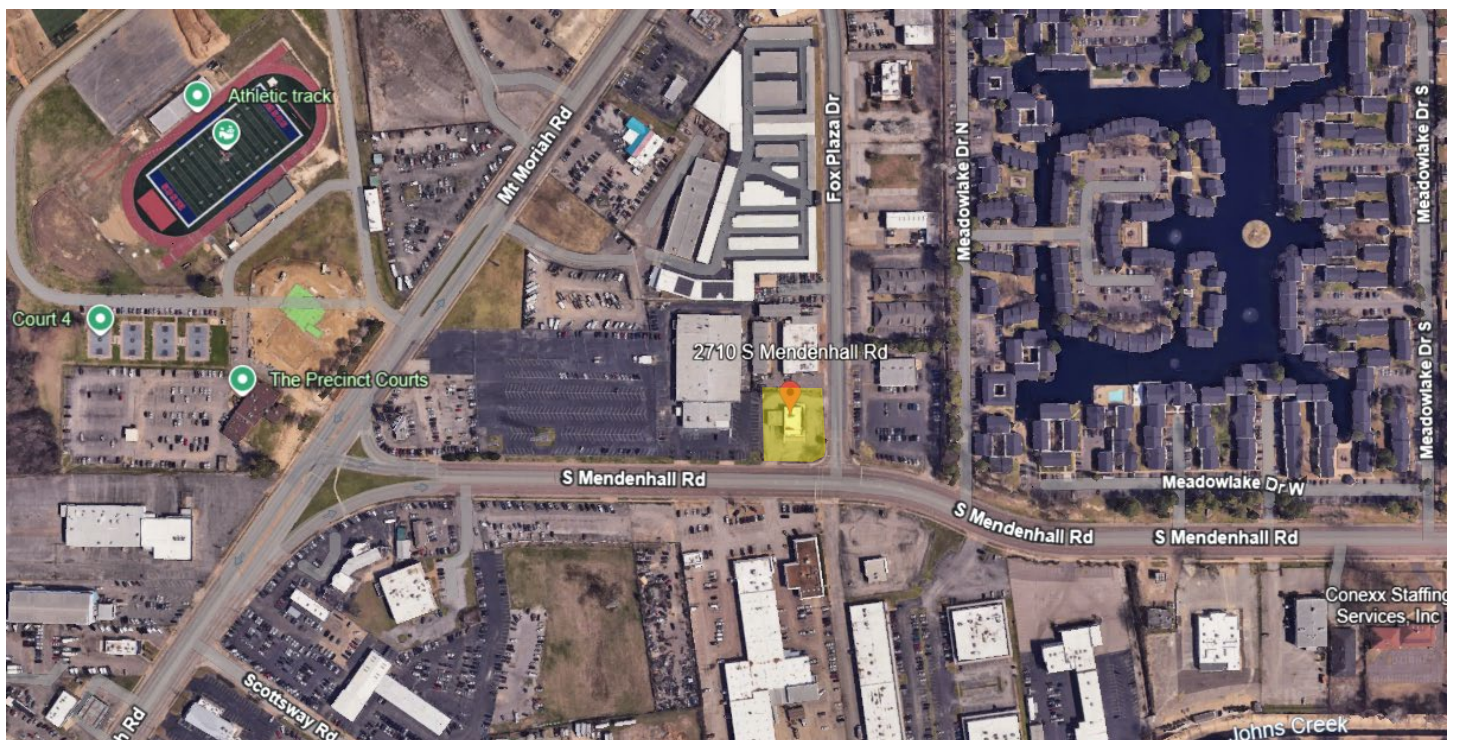
**SITE PHOTOS**



View of subject property from South Mendenhall Road.

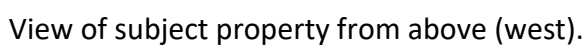


View of subject property from Fox Plaza Drive.



View of subject property from above.





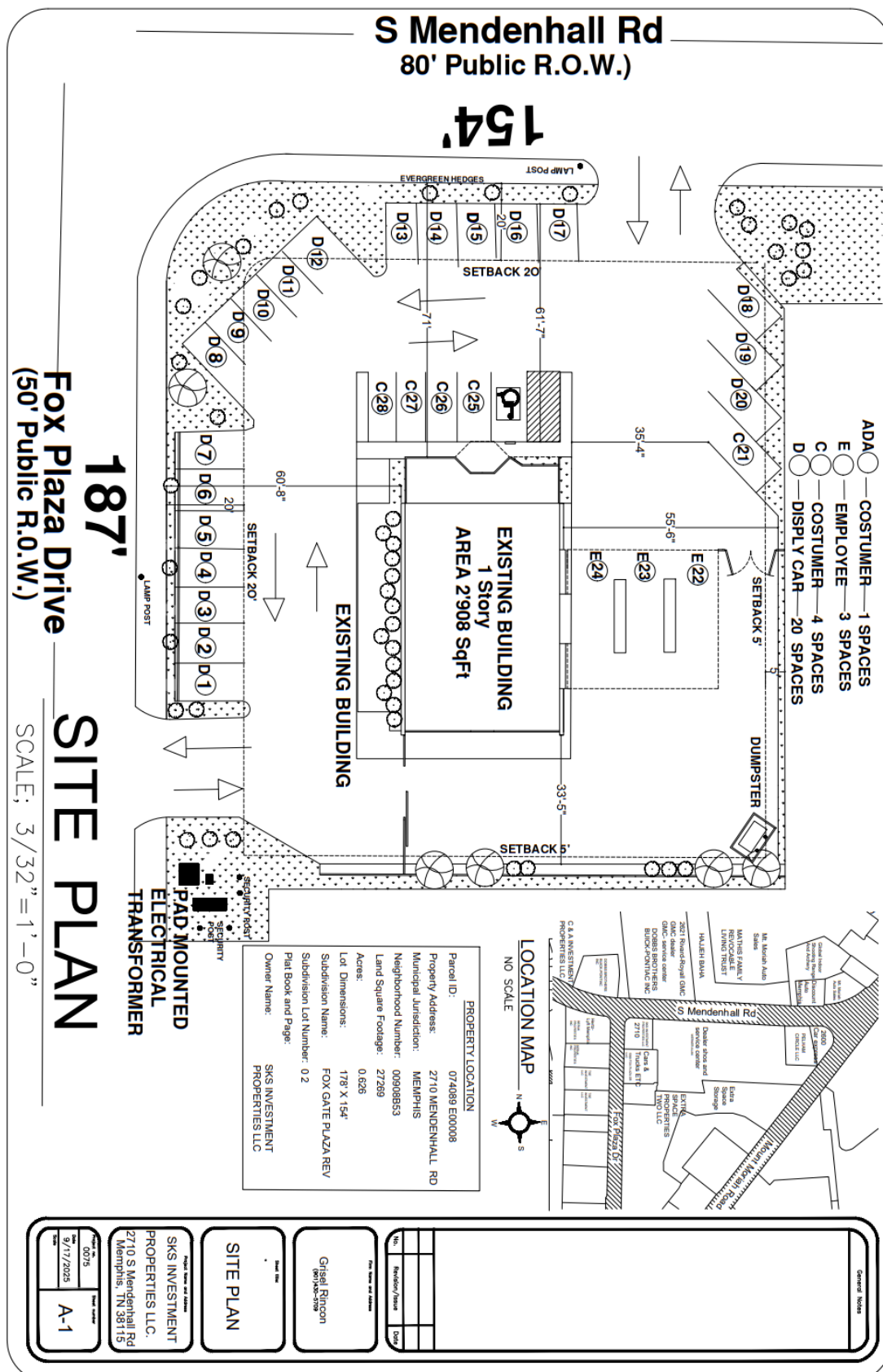




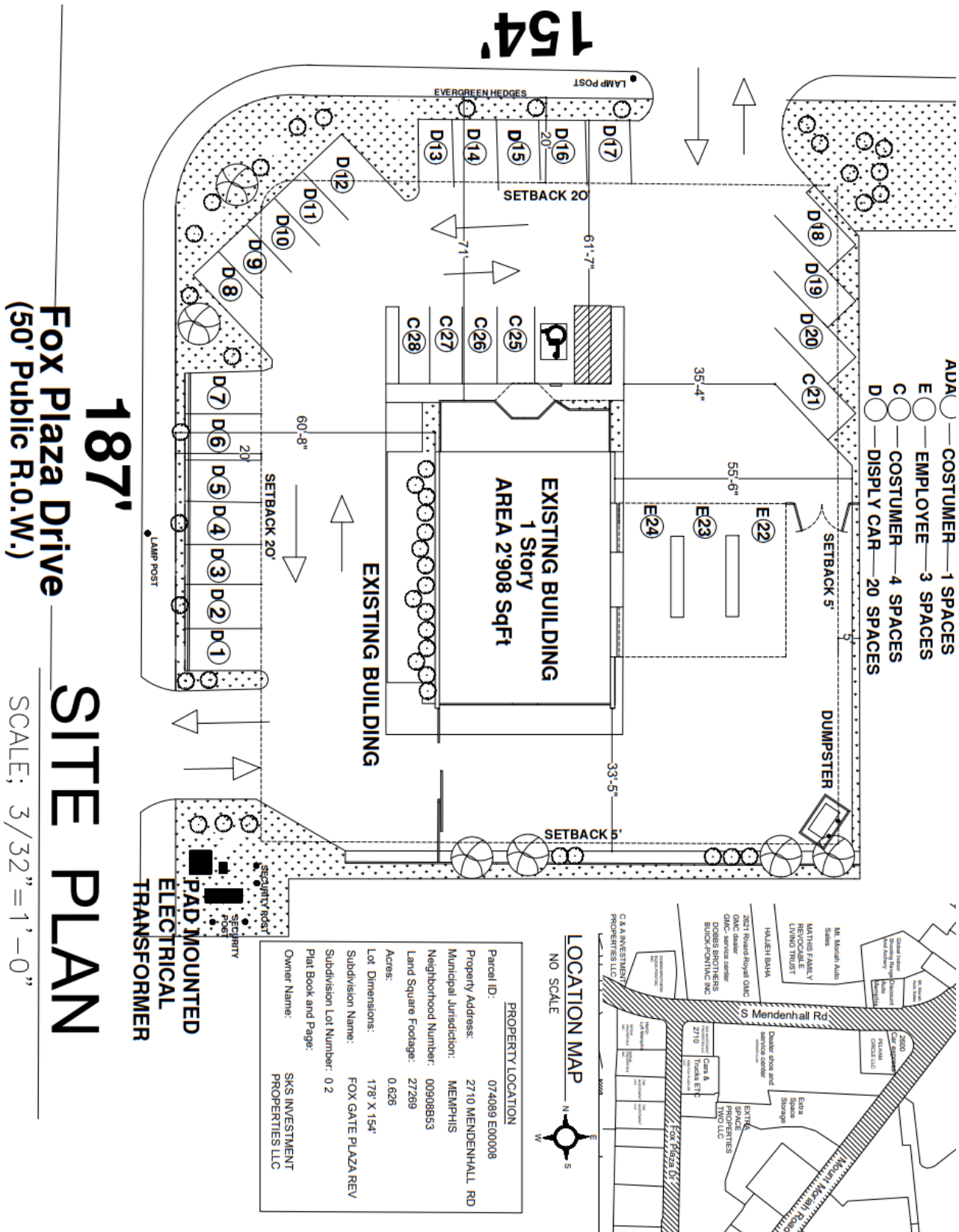
View of subject property from above (closer view from Mendenhall Road).



## SITE PLAN

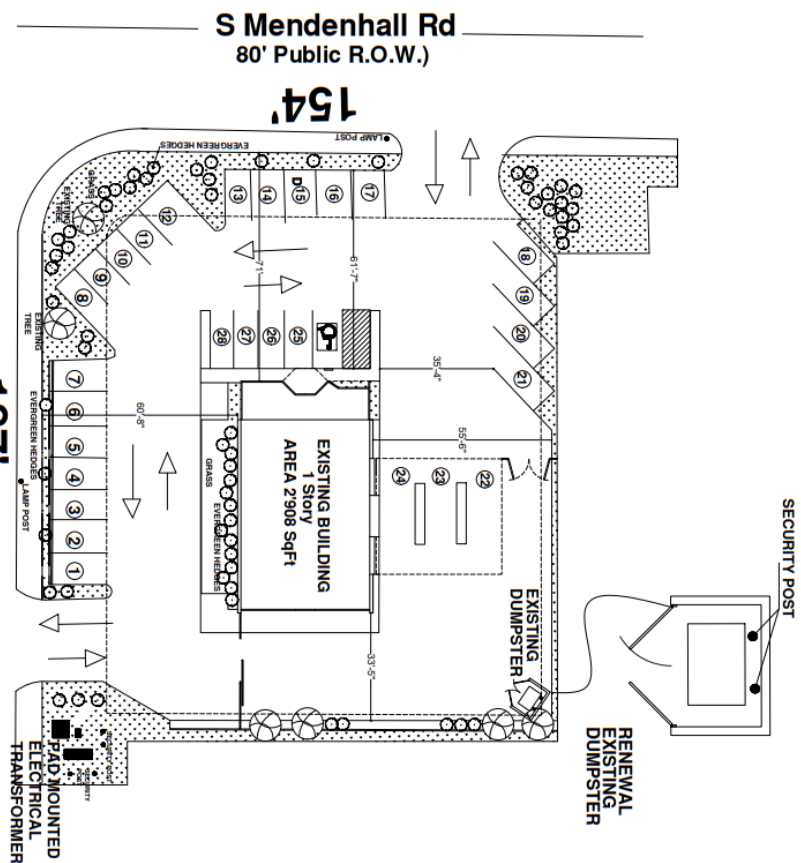


SITE PLAN – MAGNIFIED

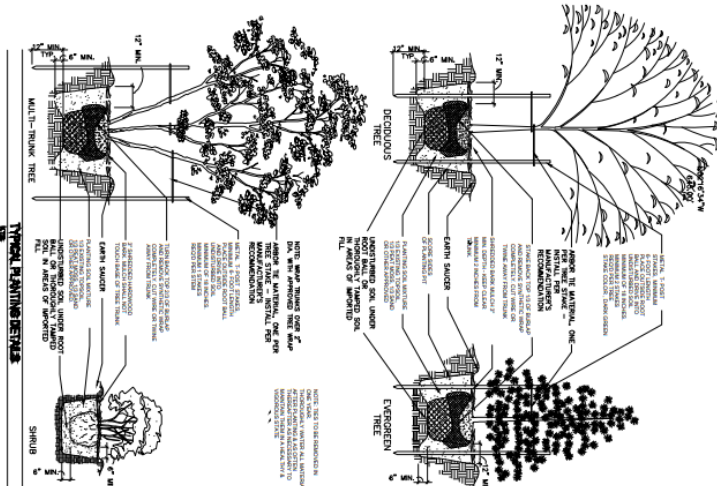


**187'**  
**Fox Plaza Drive**  
(50' Public R.O.W.)  
**LANDSCAPE PLAN**

SCALE: 1/16" = 1' - 0"



1. All landscaping, buffers, fences, and site elements shall comply with Memphis & Shelby County UDC.
2. Provide required buffers: 5–10 ft along residential adjacencies, 0–5 ft along commercial; include trees, shrubs, and/or screening as needed.
3. Plant street trees along frontage (15 ft clearance over streets; 8 ft over sidewalks). Avoid driveways, intersections, and utilities.
4. Parking lot landscaping: 1 canopy tree per 15–20 spaces; include shrubs or groundcover; protect root zones.
5. Use UDC-approved species; trees min. 2" caliper; provide soil prep, mulch, watering, and backfill; replace dead/diseased material; ensure irrigation or drought-tolerant species.
6. Maintain sight triangles; no plants/shrubs obstructing driveways or intersections.
8. No landscaping over utility drainage, or sewer easements unless approved. Maintain access to utilities.
9. Fences/screens: max 6 ft to commercial; materials per UDC; no barbed wire.
10. Exterior lighting must be shielded to prevent glare on streets or adjacent properties.
11. Implement BMPs to prevent sediment/runoff; 21' bare disturbance requires ECP & PRRCP.
12. Provide a final certification of installed professional confirming compliance with approved landscape plan and UDC.



General Notes	
Title No.	Project Name and Address Gissel Rincon (901)340-0199
Revision/Issue Date	Date
LANDSCAPE PLAN	
Project Name and Address SKS INVESTMENT PROPERTIES LLC, 2710 S Mendenhall Rd Memphis, TN 38115	
Project No. 0015 9/17/2023 Date	Sheet Number A-2

## CASE REVIEW

### Request

The request is a special use permit to allow used vehicle sales.

### 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:

2710 S Mendenhall Rd

Parcel ID:

074089 E00008

Area:

+/-27,268 square feet

**Description:**

The subject property is known as Lot 2 of Fox Gate Plaza Rev Subdivision with a zoning of Commercial Mixed Use- 1 (CMU-1). Per the Assessor's website, the principal structure on the site was built in 1974. The surrounding land uses are a mixture of commercial, residential, and office lots. Additionally, this lot has two street frontages.

**Site Plan Review**

The site plan illustrates the layout for an existing 1-story commercial building with a total area of 2,908 square feet, on a 0.626-acre parcel within the Fox Gate Plaza Rev subdivision. The parcel is bordered by South Mendenhall Road to the west and Fox Plaza Drive to the south, with setbacks measuring 20 feet along the front and rear, and 5 feet along the sides of the property.

The site includes 3 employee parking spaces, 4 customer parking spaces, 20 display parking spaces, and 1 ADA-compliant parking space.

The landscape plan includes evergreen hedges, grass beds, and both deciduous and evergreen trees strategically placed around the building perimeter, parking areas, and site edges to provide screening, shade, and aesthetic appeal. The applicant must incorporate additional trees along the street frontages to ensure compliance with the streetscape requirements outlined in the Memphis and Shelby County Unified Development Code.

Additional site features include a dumpster enclosure located in the northeast corner of the property and a pad-mounted electrical transformer in the southeast corner. Two access driveways, one on Mendenhall Road and another on Fox Plaza Drive, provide adequate ingress and egress, supporting on-site traffic flow. Sidewalk access is shown along Mendenhall Road but not along Fox Plaza Drive.

**Analysis**

The applicant seeks a special use permit to allow used vehicle sales on a 0.626-acre parcel identified as Lot 2 of the Fox Gate Plaza Rev Subdivision, zoned Commercial Mixed Use-1 (CMU-1). The site features a 2,908-square-foot, single-story commercial building constructed in 1974, with dual frontage on South Mendenhall Road and Fox Plaza Drive. The surrounding area includes a mix of commercial, residential, and office uses, making the proposed vehicle sales use generally compatible with the surrounding uses within the neighborhood.

The development includes a total of 28 parking spaces: 3 for employees, 4 for customers, 20 designated for vehicle display, and 1 ADA-compliant space. Landscaping is thoughtfully incorporated, featuring evergreen hedges, grass beds, and a mix of tree types positioned to provide shade, screening, and visual enhancement around the site perimeter and parking areas.

The site contains a dumpster enclosure in the northeast corner and a pad-mounted electrical transformer in the southeast corner. Vehicular access is provided by two driveways, one on South Mendenhall Road and one on Fox Plaza Drive. Sidewalk access is available along Mendenhall Road only; no sidewalk is present along Fox Plaza Drive.

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

## **RECOMMENDATION**

Staff recommends approval with conditions.

### **Conditions**

1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Fox Plaza Drive and South Mendenhall Road.
2. The dumpster location and screening shall meet the requirements of UDC Sub-Section 4.6.8B.
3. Lighting for outdoor vehicle sales shall be arranged/positioned to prevent direct glare onto any public right-of-way or private property.
4. All parking spaces shall be painted with striping.
5. Any proposed fencing and gating shall meet the locational and material requirements of the Unified Development Code. No razor wire or barbed wire is permitted.
6. An Administrative Site Plan Review (ASPR) shall be submitted and approved by the Division of Planning and Development following final approval by the Memphis City Council and prior to the issuance of any building permits or certificates of occupancy.

## **DEPARTMENTAL COMMENTS**

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

### **City/County Engineer:**

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

### **Sewers:**

1. City sanitary sewers are available to serve this development.

### **Roads:**

2. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
3. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.

### **Traffic Control Provisions:**

4. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5 foot wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5 foot clear pedestrian path, an exception may be considered.
5. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
6. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

### **Curb Cuts/Access:**

7. The City Engineer shall approve the design, number, and location of curb cuts.
8. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
9. Required landscaping shall not be placed on sewer or drainage easements.

**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:**

This summary is being produced in response to the following application to support the Land Use and Development Services Department in their recommendation: SUP 2025-026

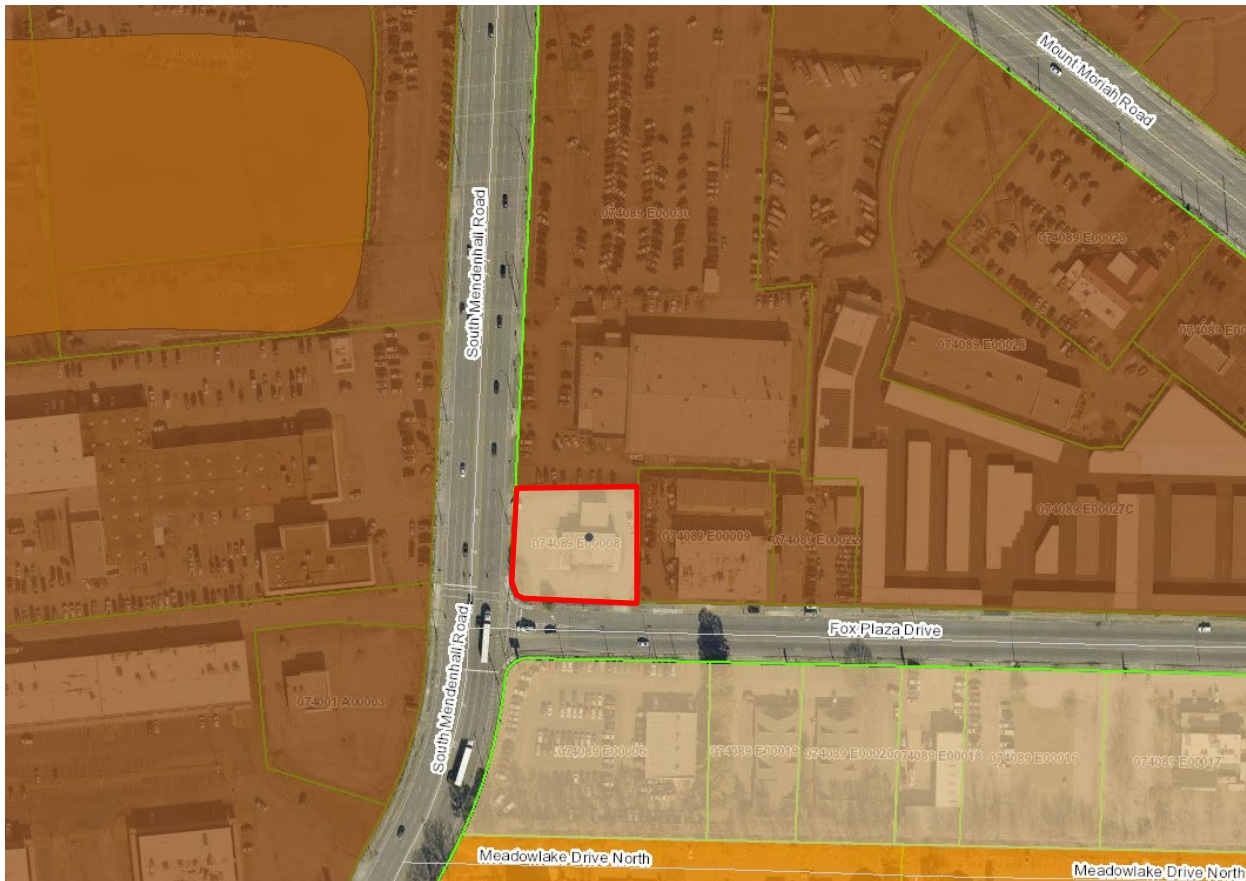
Site Address/Location: 2710 S MENDENHALL RD, MEMPHIS 38115  
Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone  
Future Land Use Designation: Low Intensity Commercial and Services (CSL)  
Street Type: Avenue, Parkway

The applicant is requesting a special use permit to allow used vehicle sales.

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

Low Intensity Commercial and Service (CSL) areas are typically not associated with anchors. These areas may include neighborhood supporting commercial uses such as retail sales and services, offices, restaurants, funeral services, small-scale recreation, social service institutions, and occasional upper-story residential. Graphic portrayal of CSL is to the right.



### “CSL” Form & Location Characteristics

Commercial and services uses, 1-4 stories height

### “CSL” Zoning Notes

Generally compatible with the following zone districts: CMU-1 without frontage requirements, OG, SDBP in accordance with Form and characteristics listed above.

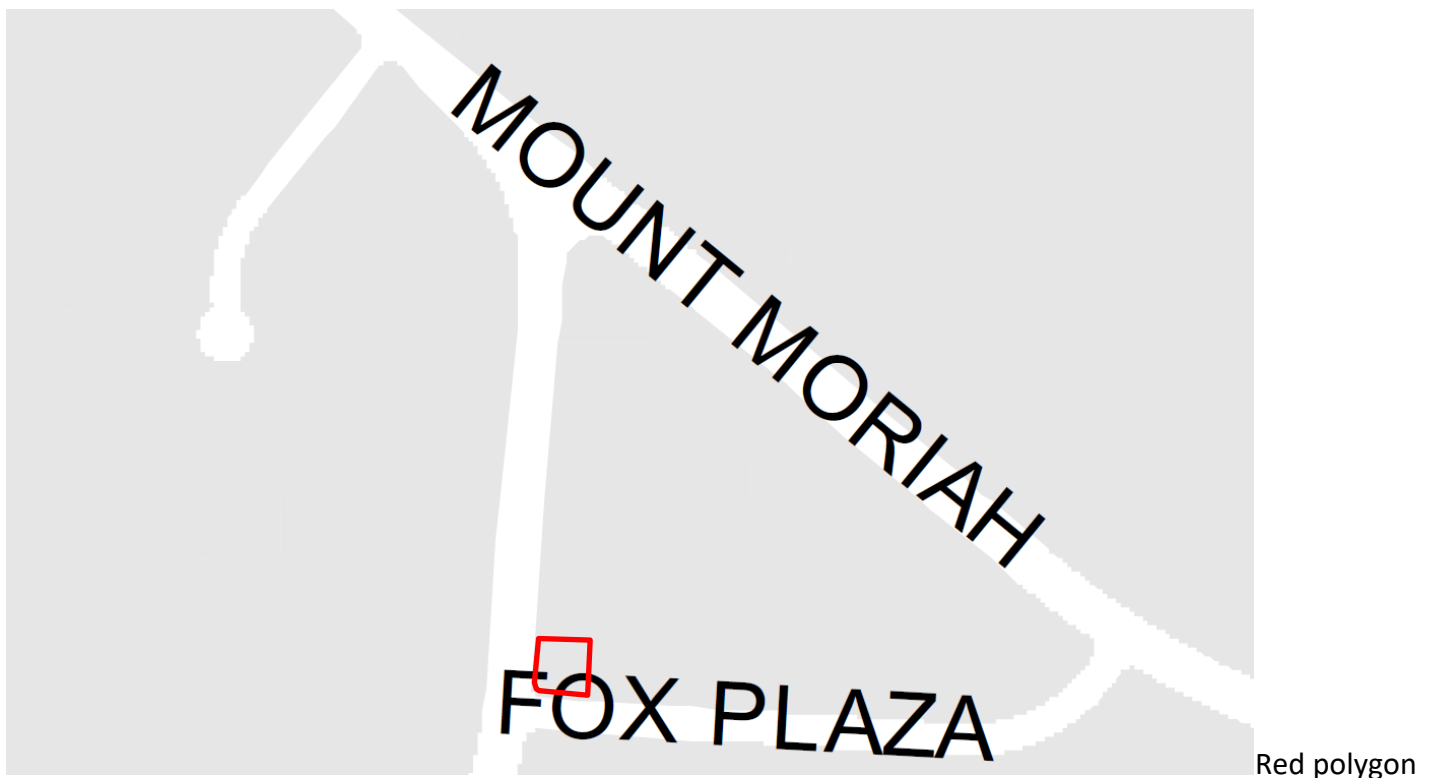
### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Commercial, CMU-1

Adjacent Land Use and Zoning: Commercial; CMU-1, RU-3, CMU-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 used vehicle sales. This is in accordance with the recent Memphis 3.0 5-year update Oakhaven District meeting where residents saw this area as being best suited for High Intensity Commercial Services.

### Degree of Change Map



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

Strategically address blight and vacancy by reducing block scale and encouraging infill development and open space use.

### Consistency Analysis Summary

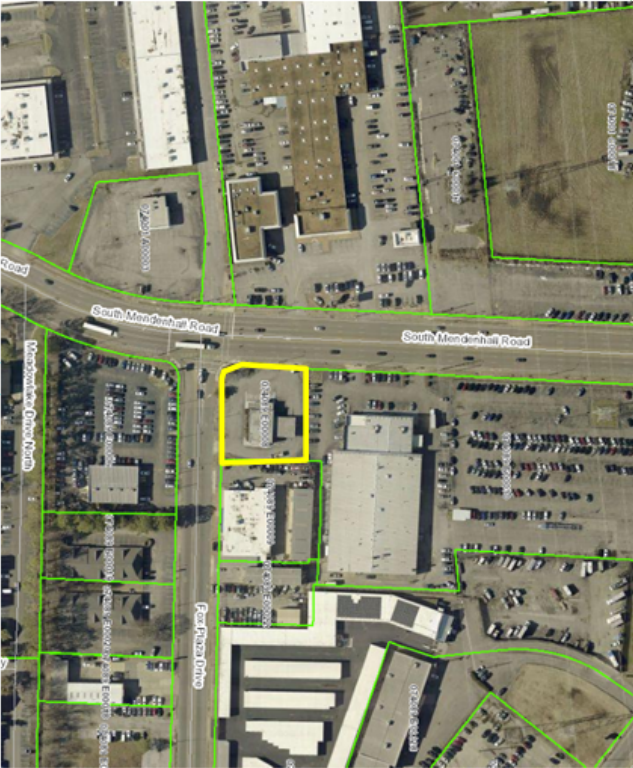

The applicant is requesting a special use permit to allow used vehicle sales.

Strategically address blight and vacancy by reducing block scale and encouraging infill development and open space use.

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 used vehicle sales. This is in accordance with the recent Memphis 3.0 5-year update Oakhaven District meeting where residents saw this area as being best suited for High Intensity Commercial Services.

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

MAILED PUBLIC NOTICE

<div><div>NOTICE OF PUBLIC HEARING</div><div><p>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 <b>Thursday, October 2, 2025 at 8 AM.</b></p></div></div>	
<div><div><div><div>CASE NUMBER:</div><div>SUP 2025-026</div></div><div><div>ADDRESS:</div><div>2710 S Mendenhall Rd</div></div><div><div>REQUEST:</div><div>Special use permit to allow used vehicle sales</div></div><div><div>APPLICANT:</div><div>Dayana Linares</div></div></div></div>	
<div><div><div><div>Meeting Details</div><div><div>Location:</div><div>Council Chambers City Hall 1st Floor 125 N Main St.</div></div><div><div>Time:</div><div>9:00 AM</div></div><div><div>Date:</div><div>Thursday, October 9, 2025</div></div></div></div></div>	
<div><div><div><div>Staff Planner Contact:</div><div><div>Mahsan Ostadnia</div><div><div>✉</div><div>mahsan.ostadnia@memphistn.gov</div></div><div><div>☎</div><div>(901) 636-7181</div></div></div></div></div></div>	
<div><div><div><div>MEMPHIS AND SHELBY COUNTY</div><div><div>DIVISION OF PLANNING AND DEVELOPMENT</div></div></div><div><div>VICINITY MAP</div><div></div><div><div>20 Notices Mailed 09/15/2025</div></div></div></div></div>	<div><div><div>To learn more about this proposal, contact the staff planner or use the QR code to view the full application.</div><div></div></div></div>

NEIGHBORHOOD MEETING SUMMARY

NEIGHBORHOOD MEETING SUMMARY

Case Number: SUP 2025-026



Meeting Information

Location: 2710 S Mendell Hall Rd 38115

Date: 9/20/2025

Address: 2710 S Mendell Hall Rd 38115

Time: 11:30 AM

Attendance

Attended on behalf of the applicant:

Role (Applicant, Engineer, Architect, etc.)

AT The meeting scheduled for September 20  
at 11:30 AM no one attended only people  
Jore Agustin Sosa and Dayana Lopez.

Number of Invitations Mailed: 23

Approx. Neighborhood Attendees: 0

Proceedings

Please provide a brief summary of the meeting. Identify the most commonly raised concerns, and, if applicable, describe any application changes planned in response to resident feedback.

We didn't have anyone's presence



## NEIGHBORHOOD MEETING SUMMARY



Case Number: SUP 2025 - 026

### Attachments

Also included in this submission are the following:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Mailed Invitation       | <input type="checkbox"/> Handouts Provided      |
| <input checked="" type="checkbox"/> Invitation Mailing List | <input type="checkbox"/> Sign-in Sheet(s)       |
| <input type="checkbox"/> Applicant's Presentation           | <input type="checkbox"/> Photographs of Meeting |
| <input type="checkbox"/> Other: _____                       |   |

*Note: while these attachments will not be included in the staff report unless deemed particularly relevant, they will be part of the public record and available from the Division upon request.*

### Attestation

This meeting was: ☐ Required under Section 9.3.2 of the UDC  
☐ Optional/Additional

*I hereby attest that I attended the subject neighborhood meeting, and that the preceding and attached information is, to the best of my knowledge, correct and represents an accurate account of the relevant proceedings. If this was a required neighborhood meeting, I also attest that the meeting, to the best of my knowledge, fulfilled the requirements outlined in Section 9.3.2 of the UDC, including, pursuant to Sub-Section 9.3.2C, that at least the required fifteen (15) minutes were reserved for community members, businesses, and/or neighborhood associations wishing to make a presentation regarding the development.*

Dayana Linares

Print Name

Dayana Linares

Signature

20 September 2025

Date

*Please submit to staff planner, alongside the indicated attachments, via email as soon as possible after the meeting.*

**SIGN AFFIDAVIT**

**AFFIDAVIT**

Shelby County  
State of Tennessee

I, Dayane Lugo, being duly sworn, depose and say that at 9 am/pm  
on the 17 day of September, 2025, I posted 1 Public Notice Sign(s)  
pertaining to Case No. SUP 2025 026 at 2710 S Mendenhall Rd,  
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.

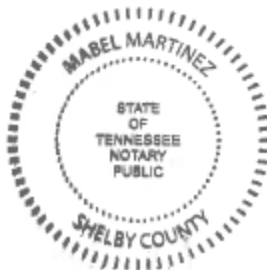
Dayane Lugo  
Owner, Applicant or Representative

17 September 2025  
Date

Subscribed and sworn to before me this 17~~th~~ day of September, 2025.

Mabel Martinez  
Notary Public

My commission expires: Dec. 23.28







**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](http://www.develop901.com)

**Record Summary for Special Use Permit**

**Record Detail Information**

**Record Type:** Special Use Permit

**Record Status:** Assignment

**Opened Date:** August 27, 2025

**Record Number:** SUP 2025-026

**Expiration Date:**

**Record Name:** -

**Description of Work:** -

**Parent Record Number:**

---

**Address:**

2710 S MENDENHALL RD, MEMPHIS 38115

**Owner Information**

**Primary Owner Name**

Y SKS INVESTMENT PROPERTIES LLC

**Owner Address**

**Owner Phone**

8122 CAMBURY CVE, GERMANTOWN, TN 38138

---

**Parcel Information**

074089 E00008

---

**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner MAGALY BOYD

Date of Meeting -

Pre-application Meeting Type -

**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  
work order, or zoning letter No

**GENERAL PROJECT INFORMATION**

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

-

**APPROVAL CRITERIA**

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

THE PROPOSED DEALERSHIP WILL NOT NEGATIVELY IMPACT THE ADJACENT LOTS, AS THE SURROUNDING PROPERTIES ARE OCCUPIED BY SIMILAR AUTOMOTIVE DEALERSHIPS.

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

THE AREA IS FULL OF DEALERSHIPS WHICH WILL BE IN UNIFORM WITH BUSINESSES EXISTING ALIKE THE CURRENT DEALERSHIP THAT I HAVE WITHIN THE SAME BLOCK

UDC Sub-Section 9.6.9C

YES, EVERYTHING IS ADEQUATE FOR A DEALERSHIP AND WILL BE NO ISSUES. THERE ARE ENOUGH PARKING SPACES AND OFFICE SPACE

UDC Sub-Section 9.6.9D

I AGREE THAT THE PROPOSED DEALERSHIP WILL NOT RESULT IN ANY OF THE ISSUES LISTED

UDC Sub-Section 9.6.9E

THE PROJECT COMPLIES WITH ALL OF THE STANDARDS AS FAR AS OFFICE USE AND PARKING WHICH WILL NOT REQUIRE ANY ADDITIONAL WORK

UDC Sub-Section 9.6.9F

THE AREA WILL NOT BE MODIFIED SO THERE WILL NOT BE ANY ISSUES.

**GIS INFORMATION**

Case Layer  
Central Business Improvement District  
Class  
Downtown Fire District  
Historic District  
Land Use  
Municipality  
Overlay/Special Purpose District  
Zoning  
State Route  
Lot  
Subdivision  
Planned Development District  
Wellhead Protection Overlay District  
County Commission District  
City Council District  
City Council Super District

Z04-130  
No  
C  
No  
-  
COMMERCIAL  
MEMPHIS  
-  
CMU-1  
-  
0 2  
FOX GATE PLAZA REV  
-  
Yes  
-  
-  
-

**Contact Information**

---

**Name**  
DAYANA LINARES

**Contact Type**  
APPLICANT

**Address**  
TN,

**Phone**  
(901)314-7704

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1673820	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	08/27/2025
1673820	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	08/27/2025

Total Fee Invoiced: \$513.00

Total Balance: \$0.00

---

**Payment Information**

<b>Payment Amount</b>	<b>Method of Payment</b>
\$513.00	Credit Card

OWNER AFFIDAVIT

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

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

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

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

I, Asad Sajwani (Print Name) [Signature] (Sign Name), state that I have read the definition of

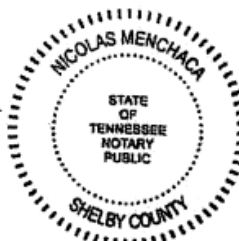
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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

of the property located at 2710 S. Mendenhall Rd, Memphis, TN 38115  
and further identified by Assessor's Parcel Number \_\_\_\_\_  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 26<sup>th</sup> day of Aug in the year of 25

[Signature]  
Signature of Notary Public



08/21/2027  
My Commission Expires

**LETTER OF INTENT**



Car Express USA LLC  
2600 S Mendenhall Rd, Memphis, TN 38115  
Car Express USA LLC  
901-399-4168

Fecha: 8/27/2025

Division of Planning and Development  
Memphis and Shelby County

To whom this letter concerns,

I am writing to you as the representative of Car Express USA LLC to formally request a special permit to carry out a change of location. We are currently operating at 2600 S Mendenhall Rd, Memphis, TN 38115, where we have held a lease agreement for over four and a half years.

We are in the process of purchasing the property located at 2710 S Mendenhall Rd, Memphis TN 38115, which is on the same block and very close to our current location. Due to this proximity and the continuity of our operations, we respectfully request your approval to move our business to this new location.

We appreciate your consideration of this request and remain at your disposal to provide any additional documentation you may require.

We look forward to your support in obtaining the special permit necessary to complete this change of location.

Sincerely,

A handwritten signature in black ink, appearing to read "Dayana Linares", is written over a horizontal line.

**Owner**

**DAYANA LEAN LINARES RODRIGUEZ**

**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](http://www.develop901.com)

## Record Summary for Special Use Permit

### Record Detail Information

Record Type: Special Use Permit

Record Status: Assignment

Opened Date: August 27, 2025

Record Number: SUP 2025-026

Expiration Date:

Record Name: -

Description of Work: -

Parent Record Number:

---

### Address:

2710 S MENDENHALL RD, MEMPHIS 38115

### Owner Information

Primary Owner Name

Y SKS INVESTMENT PROPERTIES LLC

Owner Address

8122 CAMBURY CVE, GERMANTOWN, TN 38138

Owner Phone

---

### Parcel Information

074089 E00008

---

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner

MAGALY BOYD

Date of Meeting

-

Pre-application Meeting Type

-

#### 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  
work order, or zoning letter

No

## GENERAL PROJECT INFORMATION

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

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

UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

UDC Sub-Section 9.6.9E

UDC Sub-Section 9.6.9F

### GIS INFORMATION

Case Layer  
Central Business Improvement District  
Class  
Downtown Fire District  
Historic District  
Land Use  
Municipality  
Overlay/Special Purpose District  
Zoning  
State Route  
Lot  
Subdivision  
Planned Development District  
Wellhead Protection Overlay District  
County Commission District  
City Council District  
City Council Super District

-

THE PROPOSED DEALERSHIP WILL NOT NEGATIVELY IMPACT THE ADJACENT LOTS, AS THE SURROUNDING PROPERTIES ARE OCCUPIED BY SIMILAR AUTOMOTIVE DEALERSHIPS.

THE AREA IS FULL OF DEALERSHIPS WHICH WILL BE IN UNIFORM WITH BUSINESSES EXISTING ALIKE THE CURRENT DEALERSHIP THAT I HAVE WITHIN THE SAME BLOCK

YES, EVERYTHING IS ADEQUATE FOR A DEALERSHIP AND WILL BE NO ISSUES. THERE ARE ENOUGH PARKING SPACES AND OFFICE SPACE

I AGREE THAT THE PROPOSED DEALERSHIP WILL NOT RESULT IN ANY OF THE ISSUES LISTED

THE PROJECT COMPLIES WITH ALL OF THE STANDARDS AS FAR AS OFFICE USE AND PARKING WHICH WILL NOT REQUIRE ANY ADDITIONAL WORK

THE AREA WILL NOT BE MODIFIED SO THERE WILL NOT BE ANY ISSUES.

Z04-130

No

C

No

-

COMMERCIAL

MEMPHIS

-

CMU-1

-

0 2

FOX GATE PLAZA REV

-

Yes

-

-

-



## Contact Information

---

**Name**

DAYANA LINARES

**Contact Type**

APPLICANT

**Address**

TN,

**Phone**(901)314-7704

---

## Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1673820	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	08/27/2025
1673820	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	08/27/2025

Total Fee Invoiced: \$513.00

Total Balance: \$0.00

---

## Payment Information

**Payment Amount**

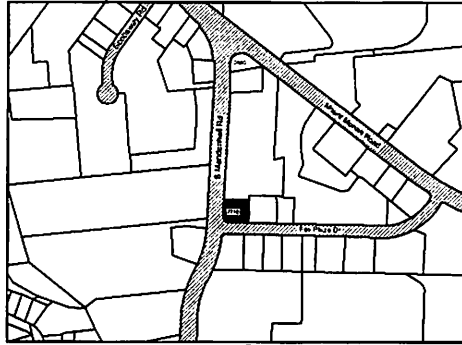
\$513.00

**Method of Payment**

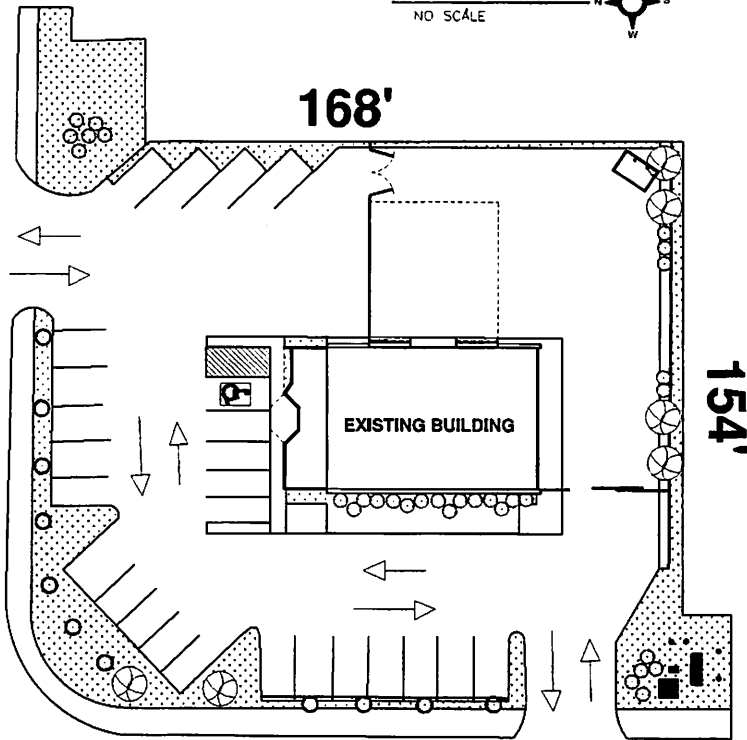
Credit Card

**PROPERTY LOCATION**

Parcel ID: 074089 E00008  
 Property Address: 2710 MENDENHALL RD  
 Municipal Jurisdiction: MEMPHIS  
 Neighborhood Number: 00908B53  
 Land Square Footage: 27269  
 Acres: 0.626  
 Lot Dimensions: 168' X 154'  
 Subdivision Name: FOX GATE PLAZA REV  
 Subdivision Lot Number: 02  
 Plat Book and Page:  
 Owner Name: SKS INVESTMENT PROPERTIES LLC



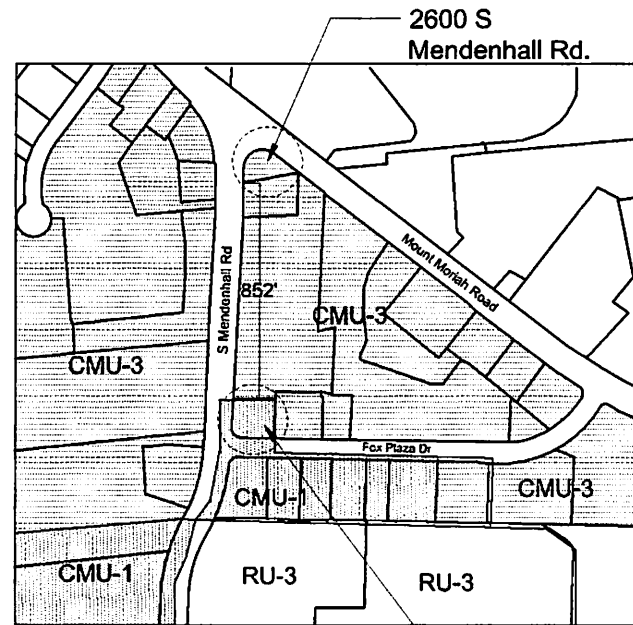
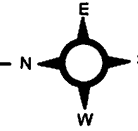
**LOCATION MAP**  
NO SCALE



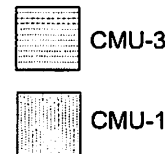
**SITE PLAN**  
SCALE: 1/16"=1'-0"

**LOCATION MAP**

NO SCALE

**ZONING - LAND USE**

2710 S Mendenhall Rd.

**NOTE**

I AM SUBMITTING A REQUEST FOR A SPECIAL PERMIT TO CHANGE THE ADDRESS OF THE CAR EXPRESS BUSINESS LOCATED AT 2600 S. MENDENHALL RD TO A NEW LOCATION UNDER A PURCHASE CONTRACT AT 2710 S MENDENHALL RD

**General Notes**

No.	Revision/Issue	Date

**Firm name and address**

Grisel Rincon  
 (501)435-1709

**Sheet title****SITE PLAN****Project name and address**

SKS INVESTMENT  
 PROPERTIES LLC.  
 2710 S Mendenhall Rd  
 Memphis, TN 38115

Project No.	0075
Date	8/27/2025
Scale	

**Sheet number****A-1**



Car Express USA LLC  
2600 S Mendenhall Rd, Memphis, TN 38115  
Car Express USA LLC  
901-399-4168

Fecha: 8/27/2025

Division of Planning and Development  
Memphis and Shelby County

To whom this letter concerns,

I am writing to you as the representative of Car Express USA LLC to formally request a special permit to carry out a change of location. We are currently operating at 2600 S Mendenhall Rd, Memphis, TN 38115, where we have held a lease agreement for over four and a half years.

We are in the process of purchasing the property located at 2710 S Mendenhall Rd, Memphis TN 38115, which is on the same block and very close to our current location. Due to this proximity and the continuity of our operations, we respectfully request your approval to move our business to this new location.

We appreciate your consideration of this request and remain at your disposal to provide any additional documentation you may require.

We look forward to your support in obtaining the special permit necessary to complete this change of location.

Sincerely,

A handwritten signature in black ink, which appears to read "Dayana", is written over a solid horizontal line.

Owner

**DAYANA LEAN LINARES RODRIGUEZ**

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, Asad Sajwani (Print Name), [Signature] (Sign Name), state that I have read the definition of

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

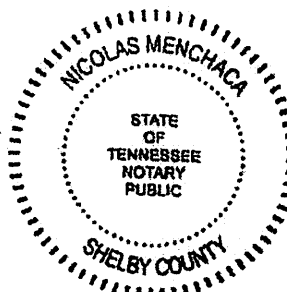
☒ I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate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

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

of the property located at 2710 S. Mendenhall Rd, Memphis, TN 38115  
and further identified by Assessor's Parcel Number \_\_\_\_\_  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 26<sup>th</sup> day of Aug in the year of 25

[Signature]  
Signature of Notary Public



08/21/2027  
My Commission Expires

**EXHIBIT "A"**

**DESCRIPTION**

**Lot 2, Fox Gate Plaza Subdivision as shown at Plat Book 56, Page 50 in the Shelby County Register Office, Memphis, Tennessee and being the same property described at Special Warranty Deed of record at Instrument no. 22093454**

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement by and through their duly authorized representatives on the dates shown below their respective signatures.

SELLER:

SKS Investment Properties, LLC

By: 

DocuSigned by:

*Asad Sajwani*

02BF2F3E07DD47E...

Date: 8/20/2025, 2025

BUYER:

Express Auto, LLC

By: 

DocuSigned by:

*Dayana Linars*

C2C353B9D09C4FC...

Date: 8/20/2025 2025

Express Auto, LLC

By: 

Signed by:



EC4CB57DF5494DB...

Date: 8/20/2025 2025

Escrow Holder acknowledges receipt of the Earnest Money of \$15,000.00 this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Commercial Title Group, LLC

By: \_\_\_\_\_

performance of its obligations hereunder, and (2) any liability or cause of action based upon any claim relating to its duties as Escrow Agent, except any claim based upon Escrow Agent's gross negligence or willful misconduct. The Earnest Money may be held in a non-interest bearing account, co-mingled with Escrow Agent's trust funds. In the event any dispute should arise with regard to the Earnest Money, Escrow Agent shall be entitled to deposit same with a court of competent jurisdiction in Shelby County, Tennessee, and thereafter be relieved of all obligations under this Agreement. Escrow Agent shall execute this Agreement for the purposes of acknowledging receipt of the Earnest Money and agreeing to hold and disburse the Earnest Money in accordance with the provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

21. Exchange.

Either Seller or Buyer or both may consummate the purchase/sale of the Property as part of one or more so-called like-kind or reverse exchanges (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of its rights under this Agreement to a qualified intermediary; and (iii) the non-exchanging party shall not be required to take an assignment of the purchase agreement for the replacement property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging party shall not by this Agreement or acquiescence to the Exchange (1) have its right under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Code.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto, and it is understood and agreed that all undertakings and agreements heretofore made between the parties concerning the subject matter hereof are merged herein.

23. Offer and Acceptance.

This Agreement has been executed first by Buyer and shall be deemed to be a continuing offer by Buyer for five (5) calendar days following said execution. Notwithstanding the foregoing, Buyer may revoke such offer by giving written notice of the revocation, written or oral, to Seller prior to Seller's acceptance of such offer as provided herein. Seller may accept this offer only by executing this Agreement without any alteration whatsoever and returning it to Buyer prior to any revocation by Buyer or the expiration of the offer. If an executed and unaltered acceptance hereof is not actually received by Buyer by such date and time, said offer shall be deemed withdrawn and revoked.

24. Attorneys' Fees.

If a party pursues any remedy authorized under the terms of this Agreement with respect to the rights, duties, or obligations of the parties under this Agreement, the non-prevailing party in any such action or proceeding will pay for all costs, expenses, and reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement. As used herein the term "prevailing party" means obtaining greater relief when compared against the other party, whether by compromise, settlement, or judgment.

25. Escrow Agent.

Seller and Buyer jointly and severally appoint Escrow Agent to serve hereunder, and agree to, and do hereby, indemnify Escrow Agent from and against (1) any costs and expenses actually paid by it (including, but not limited to, its reasonable attorneys' fees) resulting from the



15. Assigns.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may be assigned, in writing only, by Buyer without the consent of Seller. Upon a permitted assignment to an assignee assuming all of Buyer's obligations hereunder, Buyer shall additionally assign the Earnest Money to its permitted assignee and this Agreement shall continue to govern the rights of the parties hereto with respect to the Earnest Money and obligations contained herein. An assignment by Buyer to a permitted assignee shall not relieve or discharge Buyer from its obligations of indemnity and hold harmless of Seller as may be contained herein. Buyer shall provide Seller and Escrow Agent with a true and complete copy of any assignment within five (5) days of complete execution thereof.

16. Time.

TIME IS OF THE ESSENCE OF THIS AGREEMENT. If any date set forth in this Agreement for the performance of any obligation by Seller or Buyer or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. As used in this Agreement, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof.

17. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not limit the provisions contained herein.

18. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee where the Property is located.

19. Broker and Commission.

At Closing, Seller agrees to pay a commission equal to six percent (6.0%) of the Purchase Price to NAI SAIG Company, Inc ("the Broker"). Both parties represent and warrant to each other that, other than the broker set forth above, they have not engaged any other brokers or agents in connection with this transaction. Both parties agree to indemnify each other regarding outside brokers involved in this transaction.

20. Counterparts.

This Agreement may be executed in any number of counterparts, any one or all of which shall constitute the agreement of the parties.

written notice to Seller within ten (10) days of Buyer's receipt of Seller's written notice, or (ii) proceed with the Closing of the Property by delivering written notice thereof to Seller. As used herein the phrase "material damage" shall mean any casualty loss to the Property in excess of an estimated restoration or repair cost of \$100,000.00.

If on or before the Closing Date a portion of the Property is destroyed or damaged and it is less than a material damage, no such right of termination shall exist, and upon closing Buyer shall be entitled to enforce all of the rights of the Seller as landlord under the Leases including but not limited to use of insurance proceeds, and restoration obligations. In the event this paragraph is applicable after expiration of the Inspection Period, but prior to the Closing Date contained in Section 4, the Closing shall be delayed to permit operation of this paragraph.

If Buyer elects to proceed with the Closing, upon Closing Buyer shall be entitled to enforce all of the rights of the Seller as landlord under the Leases including but not limited to use of insurance proceeds, restoration obligations, etc. If Buyer fails to give notice to Seller within ten (10) days of receipt of Seller's delivery of the notice and information concerning the condemnation, eminent domain, damage or destruction, then Buyer shall be deemed to have waived its right to terminate this Agreement.

12. Survival.

It is understood and agreed by the parties hereto that the representations and warranties of Seller contained in Section 6 of this Agreement shall survive the closing for a period of six (6) months.

13. Notices.

Any notice, request, demand instruction or other communication hereunder shall be by email and/or in writing and, except as otherwise provided herein, shall be deemed to have been duly given if delivered in person or upon delivery of the email, and if sent by first class, certified mail, return receipt requested, postage prepaid, or deposited with a reputable overnight courier providing receipt upon delivery, addressed to a party as set forth in the first paragraph of this Agreement. Notices may also be given by facsimile transmission and shall be deemed given upon the generation of a confirmation page evidencing delivery to the party to whom they are addressed, and shall be promptly followed by a hard copy notice by mail as provided above. A change of address may be effected by either party by giving notice thereof as provided herein.

Seller Email: [asad.a.sajwani@gmail.com](mailto:asad.a.sajwani@gmail.com)

Buyer Email: [carexpressusallc@gmail.com](mailto:carexpressusallc@gmail.com) , [familiasosa74@gmail.com](mailto:familiasosa74@gmail.com)

Escrow Agent/Title Company: [lmann@commercialtitlegroupllc.com](mailto:lmann@commercialtitlegroupllc.com) Attn: Lisa Mann; 901-494-0471 and [ccaliff@fclawfirmllc.com](mailto:ccaliff@fclawfirmllc.com)

14. Modification.

This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by Buyer and Seller.

(d) All real property taxes for the current year shall be prorated at closing.

9. Right of Entry.

At any time following the execution of this Agreement and until the Closing Date, Buyer and its duly authorized representatives shall have the right to enter upon the Property for the purposes of making engineering or architectural studies, surveys, environmental audits, and other inspections and investigations of the Property as Buyer may deem necessary; provided that Buyer shall not unreasonably interfere with Seller's or any tenant's use and occupancy of the Property. Buyer shall indemnify and hold harmless Seller and all tenants from any and all liabilities, claims and damages to person or property resulting from Buyer's or Buyer's agents' inspection of the Property. Buyer shall return the Property to its condition existing before such inspection or tests. Notwithstanding anything to the contrary herein, Buyer shall provide two (2) days' notice, which notice shall include a description of the contemplated activities and provide evidence of liability insurance acceptable to Seller, prior to performing any inspections of the Property. No invasive testing shall be conducted by Buyer without the prior written approval of Seller, such approval not to be unreasonably withheld, conditioned or delayed.

10. Default.

In the event that Seller defaults hereunder, except by reason of a default by Buyer, Buyer, at its election, shall have the right to either (a) accept such title as Seller is able to convey, without any claim on the part of Buyer for abatement for defects or objections, (b) to rescind this Agreement, and upon rescission, this Agreement shall be null, void, and of no force and effect and all Earnest Money paid by Buyer shall be immediately returned to Buyer, or (c) to compel the specific performance of this Agreement by Seller. In the event Buyer defaults hereunder, except by reason of a default by Seller, Seller shall be entitled to retain all Earnest Money as liquidated damages, which shall be Seller's sole and exclusive remedy for such a breach. However, such liquidated damages shall not limit Buyer's indemnity obligations under the Agreement. The lack of mutuality of remedies is hereby waived by the parties.

11. Risk of Loss.

Until the Closing Date, the risk of loss or damage to the Property shall be borne by Seller. If on or before the Closing Date all or any portion of the Property shall be taken by eminent domain or be the subject of condemnation proceedings, Seller shall promptly notify Buyer in writing and Buyer may either (i) terminate this Agreement by delivering written notice to Seller within ten (10) days of Buyer's receipt of Seller's written notice, or (ii) proceed with the Closing by delivering written notice thereof to Seller, but without reduction in the Purchase Price. In the event Buyer completes the Closing of the Property, Buyer shall be entitled to receive all awards paid or payable to Seller with respect to such taking or condemnation proceedings. Seller shall execute and deliver to Buyer on the Closing Date, all documents as may be necessary to effect the full assignment and collection of such awards and proceeds in the event Buyer elects to complete the Closing of the Property.

If before Closing any "material damage" occurs to the Property as a result of casualty loss, then Seller will promptly notify Buyer in writing and provide to Buyer all information available to Seller with respect thereto, and Buyer may elect to either (i) terminate this Agreement by delivering

7. Contingencies.

This Agreement and the obligations of Buyer and Seller hereunder shall be subject to the satisfaction of each of the following conditions precedent:

(a) All representations and warranties of Seller set forth in Section 6 hereof being true and correct as of the Closing Date, and Seller having complied with all of the provisions and conditions set forth herein to be complied with by Seller as to the Property unless otherwise waived by Buyer.

(b) All representations and warranties of Buyer set forth in Section 7 hereof being true and correct as of the Closing Date, and Buyer having complied with all of the provisions and conditions set forth herein to be complied with by Buyer as to the Property unless otherwise waived by Seller.

(c) Seller being able to convey marketable fee simple title to the Property to Buyer subject to no exceptions other than the Permitted Exceptions and those exceptions accepted pursuant to Section 5 hereof and perform its obligations pursuant to Section 4.

(d) Buyer shall perform its obligations pursuant to Section 4.

(e) There shall be no adverse change in the matters reflected in the Title Commitment described in Section 5.

(f) There being no event subject of Section 12 of this Agreement.

If this Agreement is terminated due to failure of any of the above contingencies, then the Earnest Money shall be refunded to Buyer and this Agreement shall terminate except for the provisions of Section 11 and other provisions that expressly survive termination of this Agreement. If for any other reason, Closing shall not occur, then the Earnest Money shall be paid to Seller and this Agreement shall terminate except for the provisions of Section 11 and other provisions that expressly survive termination of this Agreement.

8. Expenses and Prorations.

Upon the closing of the sale of the Property, the expenses of this transaction and closing prorations shall be paid as follows:

(a) Seller will pay for cost of the real estate commission at closing.

(b) Buyer will pay for the cost of the Title Search, preparation of the Special Warranty Deed, the Survey, any Property Reports obtained of the Property, the cost to record the Special Warranty Deed, including the transfer tax, and the premium for the issuance of the owner's title insurance policy, including any endorsements. Buyer will pay all costs applicable to any Buyer loan to facilitate the purchase of the Property.

(c) Each party will be responsible for payment of its own attorneys' fees.

5. Representations and Warranties of Seller.

Seller represents and warrants, based solely on its current actual knowledge, to Buyer as follows:

(a) Seller has the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder. The consummation of the transaction herein contemplated will not conflict with, with or without notice or the passage of time, or both, result in a breach of any of the terms or provisions of or constitute a default under any indenture, mortgage, loan instrument, or agreement to which Seller is a party or by which Seller or Seller's property is bound;

(b) Seller is not a "foreign person" as such term is defined in the Internal Revenue Code, Section 1445;

(c) Seller will not sell or otherwise encumber the Property during the term of this Agreement or amend the Leases or enter into any service contract that extends beyond the Closing Date without Buyer's written consent. In the event Seller amends any Leases between the Effective Date and the Closing Date without Buyer's prior written consent, Buyer may, at its election, terminate this Agreement;

(d) Seller has not received notice of any full or partial condemnation of the Property;

(e) Seller is not a party to any litigation or administrative proceeding affecting the Property or any part thereof or affecting Seller's right to sell the Property or any interest therein or the use thereof, and there is no pending or threatened litigation or administrative proceedings affecting the Property or any part thereof or affecting Seller's right to sell the Property or any interest therein or the use thereof;

(f) The execution and consummation of this Agreement will not violate any judgment, order or decree to which Seller is a party.

(g) To the best of Seller's information, knowledge and belief, and without inquiry, Seller is not aware of any environmental condition that would affect Buyer's ownership and use of the property.

6. Representations and Warranties of Buyer.

Buyer represents and warrants, based solely on its current actual knowledge to Seller as follows:

(a) Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder. The consummation of the transaction herein contemplated will not conflict with, with or without notice or the passage of time, or both, result in a breach of any of the terms or provisions of or constitute a default under any indenture, mortgage, loan instrument, or agreement to which Buyer is a party.

Revenue Code to establish that Buyer has no obligation under such code to withhold and pay over to the Internal Revenue Service any part of the amount realized by Seller in the sale contemplated hereby.

(d) Seller shall deliver all such documents, instruments, affidavits, certificates, resolutions, evidence of existence and authority as the title company may require to issue an owner's title policy to the Buyer in the amount of the Purchase Price.

(e) Seller shall deliver to Buyer a Bill of Sale, if necessary. [NTD: Please confirm what is to be included in a Bill of sale or if this is necessary.

(f) Seller shall deliver to Buyer a quit claim deed using any new survey description furnished by Buyer pursuant to a new and/or updated land survey, if necessary. [NTD: Please confirm if a QC is required as a Warranty Deed shall be furnished at closing]

4. Title and Survey.

Within five (5) days after the Effective Date, Buyer may, at its election and for the account of Seller, obtain from the Title Company, a title insurance commitment ("Title Commitment") to issue an owner's title insurance policy insuring marketable fee simple title to the Property to Buyer in an amount equal to the Purchase Price, together with copies of all of the documents referred to in the Title Commitment. Buyer's failure to obtain a Title Commitment during the Inspection Period shall constitute Buyer's waiver thereof if a condition to Closing.

Buyer may, at its election, obtain a survey of the Property ("Survey") during the Inspection Period. The Survey shall be certified to Buyer, Buyer's lender, if any, and the title company. Buyer's failure to obtain a Survey during the Inspection Period shall constitute Buyer's waiver thereof if a condition to Closing.

At the Closing, the Property shall be transferred to Buyer with no liens, easements, encumbrances, tenancies or other exceptions to title, except ad valorem taxes and special assessments for the current year not yet due and payable, the tenants under the Leases, and such other items deemed acceptable by Buyer during the Inspection Period (collectively, the "Permitted Exceptions"). If the Title Commitment sets forth exceptions to title which are not acceptable to Buyer, Buyer shall so notify Seller in writing within five (5) days of receipt of the Survey (if procured by Buyer) and the Title Commitment, which in no event shall be later than the expiration of the Inspection Period. Buyer's written notice shall set forth in detail the matters reflected in the Title Commitment or on the Survey that Buyer finds objectionable. Seller shall thereafter have ten (10) days from receipt of written notice thereof to remove or to make provision for the removal of such objectionable matters. If Seller is unable or unwilling to remove or to make provision for the removal of such objectionable title matters within the time specified, Buyer shall have the right to (i) close the transfer as contemplated herein subject to any such exceptions to title, or (ii) to terminate this Agreement and receive a refund of all Earnest Money.

## 2. Inspection Period.

Within five (5) days of the Effective Date, Seller will provide Buyer with all pertinent information in its possession or control regarding the Property, including the following due diligence materials, to-wit: (a) If any, leases and lease amendments; (b) surveys, architectural and engineering plans and specifications; (c) Property development and operation agreements; (d) appraisals; (e) soil tests, environmental reports and property condition reports and inspections; (f) title policies; (g) service contracts and agreements which will bind the Buyer and/or the Property after the Closing Date; and (h) real and personal property tax records, including any changes in assessments, for calendar year 2025.

Buyer may, at its election, obtain a survey, title commitment, appraisal, Phase I environmental assessment, property condition report and any other report, study and assessment deemed necessary or desirable by Buyer (collectively, "Property Reports"). In the event this purchase and sale is not completed, Buyer shall, if requested by Seller, provide Seller copies of all Property Reports promptly upon such termination, which agreement shall survive the termination of this Agreement.

Buyer shall have **Sixty (60)** days from the Effective Date ("Inspection Period") to perform inspections of the Property and examine the documents provided by Seller and the Property Reports. Subject to Section 10 hereof, during the Inspection Period, the Seller shall provide Buyer reasonable access to the Property in which to perform the review.

Prior to expiration of the Inspection Period, if Buyer, for any reason or no reason at all, in its sole and absolute discretion, elects to not purchase the Property, Buyer shall notify Escrow Agent and Seller in writing that this Agreement is void and terminated immediately ("Buyer's No Purchase Notice") in which case the Earnest Money, shall be refunded to Buyer. Thereafter, this Agreement shall be void and each party shall be relieved of any further liability thereunder, except for any rights or obligations of either party which are expressly stated to survive termination or expiration of this Agreement.

## 3. Closing.

Closing of the purchase of the Property shall occur on or before that date which is **Fifteen (15) days** from the expiration of the Inspection Period ("Closing Date").

On the Closing Date, the closing ("Closing") shall occur as follows, subject to the satisfaction of all of the terms and conditions of this Agreement:

(a) Seller shall convey to Buyer marketable fee simple title by Special Warranty Deed, duly executed and in recordable form subject to the Permitted Exceptions and other title exceptions accepted by Buyer (as hereinafter defined).

(b) Seller shall deliver possession of the Property to Buyer, including all keys and alarm codes.

(c) Seller shall deliver to Buyer an affidavit to the effect that Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of Section 1445 of the Internal



## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of August, 2025 (herein the "Effective Date"), by and between **SKS Investment Properties, LLC**, a Tennessee limited liability company whose business address is 8122 Cambury Cove E, Germantown, Tennessee 38138 ("Seller"); and **Express Auto, LLC**, a Tennessee limited liability company, whose business address is 716 Belle Watley Ln Collierville, Tennessee 38017, or its assigns ("Buyer")

### **WITNESSETH:**

WHEREAS, Seller is the owner of real property (references to said real property includes all fixtures, easements, leases, rights and privileges appurtenant thereto and owned by Seller) with improvements commonly referred to as 2710 Mendenhall, Memphis, Tennessee 38115, (Tax Parcel ID: 074089E00008) and more particularly described on Exhibit "A" attached hereto and incorporated herein as if set forth verbatim ("Property");

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property; and

WHEREAS, the parties hereto desire to set forth herein the terms and conditions of the sale.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and the payment by Buyer to Commercial Title Group, LLC, 6389 Quail Hollow, Suite 201, Memphis, Tennessee 38120 ("Escrow Agent and "Title Company"), of the sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** (the "Earnest Money"), within three (3) days of full execution of this Agreement, and receipt of which is to be acknowledged by Escrow Agent, to be held in a non-interest bearing escrow and disposed of in accordance with the terms of this Agreement, the parties agree as follows:

#### **1. Sale of Property.**

Seller hereby covenants and agrees to sell and convey the Property by special warranty deed to Buyer in its "AS IS, WHERE IS" condition without any representations or warranties other than title and as set forth herein. During the pendency of this Agreement, Seller agrees not to enter into any new or additional leases, or amend any existing lease, or service or other contracts binding upon the Property or Buyer from and after the Closing Date.

#### **Purchase Price.**

The purchase price for the Property shall be **FOUR HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$460,000.00)** ("Purchase Price"), payable in collected funds at Closing. All Earnest Money shall be credited toward the Purchase Price at Closing.