CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning COMMITTEE: **1/27/2026**
DATE

PUBLIC SESSION: **2/3/2026**
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 planned development at the subject property located at 3950 Lamar Avenue, known as case number PD 2025-011

CASE NUMBER: PD 2025-011

DEVELOPMENT: Clearpool Market Planned Development

LOCATION: 3950 Lamar Avenue

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

OWNER/APPLICANT: Radwan Deek

REPRESENTATIVE: Tim McCaskill, The Reaves Firm

REQUEST: Planned development to allow a convenience store with gas pumps

AREA: +/-0.88 acres

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**
Hearing – February 3, 2026

PRIOR ACTION ON ITEM:
(1) _____ APPROVAL - (1) APPROVED (2) DENIED
11/13/2025 DATE
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

SOURCE AND AMOUNT OF FUNDS
$ _____ OPERATING BUDGET
$ _____ CIP PROJECT #_____
$ _____ FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:	***DATE***	***POSITION***
Chloe Christion	1/15/2026	PLANNER II
		DEPUTY ADMINISTRATOR
Brett Ragsdale	1/15/2026	ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY

		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN

Memphis City Council
Summary Sheet

PD 2025-011

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 3950 LAMAR AVENUE, KNOWN AS CASE NUMBER PD 2025-011

- This item is a resolution with conditions to allow a planned development with a convenience store with gas pumps; and
- This resolution, if approved with conditions, will supersede the existing zoning for this property; and
- The item may require future public improvement contracts.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on ***Thursday, November 13, 2025***, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	PD 2025-011
DEVELOPMENT:	Clearpool Market Planned Development
LOCATION:	3950 Lamar Avenue
COUNCIL DISTRICT(S):	District 3 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT:	Radwan Deek
REPRESENTATIVE:	Tim McCaskill, The Reaves Firm
REQUEST:	Planned Development to allow a convenience store with gas pumps
EXISTING ZONING:	Commercial Mixed-Use - 3
AREA:	+/-0.88 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 revisions to the outline plan conditions.

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

Respectfully,

Chloe Christion

Chloe Christion
Planner II
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

OUTLINE PLAN CONDITIONS

I. Uses Permitted:

A. Convenience store (with a minimum 20% of retail floor area for the sale of fresh vegetables, fruits, and meats) with accessory fuel sales and EV charging stations.

B. Uses prohibited:

1. Tractor trailer parking
2. Any tractor trailer services

II. Fuel Canopies:

A. Canopies shall not exceed a height of twenty (20) feet.

B. Canopy lighting shall not extend beyond the area beneath the canopy. All fixtures shall be recessed.

C. Support columns shall be sheathed in the same masonry used on the principal building.

D. Canopies shall have no signage.

III. Bulk Regulations:

A. The bulk regulations of the CMU-3 District shall apply.

B. The convenience store shall have a minimum of 60% transparency along the street frontages of Lamar Avenue and Clearpool Circle.

IV. Access, Parking, and Circulation:

A. One curb cut on Lamar Avenue shall be permitted as indicated on the concept plan subject to the approval of the City Engineer.

B. The width and location of the curb cuts shall be illustrated on the concept plan.

C. Parking shall be in accordance with the CMU-3 requirements of the UDC.

D. No access shall be permitted to Clearpool Circle.

V. Landscaping and Screening:

A. Landscaping shall be provided in accordance with the requirements of the UDC Item 2.6.3J(1)(d) and Section 4.6.5. Landscaped areas shall not conflict with, wherever feasible, drainage, sewer, utility easements, including overhead wires.

B. All heating and air conditioning equipment, refuse dumpsters, and loading facilities shall be screened from adjacent properties and public view.

C. A detailed landscaping plan shall be provided as a part of the Final Plat. The Division of Planning and Development may approve modifications administratively.

VI. Signs:

A. All detached signs shall be of the monument style.

VII. Drainage:

B. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.

C. Design of the storm water conveyance and management facilities for this project shall be in accordance with the Memphis-Shelby County Storm Water Management Manual. The

manual requires on-site detention of storm water run-off generated from the project that exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-buildable areas have been provided for storm water detention facilities.

VIII. The Land Use Control Board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are presented.

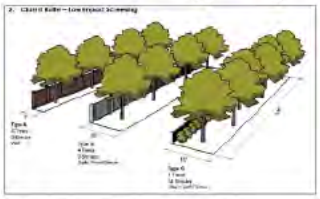
IX. A final plat shall be filed within five (5) years of the date of approval of the Outline Plan by the Legislative Bodies. The Land Use Control Board may grant extensions at the request of the applicant.

X. Any final plat shall include the following:

A. The outline plan conditions.
B. The exact location and dimensions, including lots, buildable areas, pedestrian and utility easements, service drives, parking areas, trash receptacles, loading facilities, and required landscaping and screening areas.
C. The location and ownership, whether public or private, of any easement.
D. Specific plans for internal and perimeter landscaping and screening including landscaping of all open space features.
E. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.
F. A standard improvement contract as defined by Section 5.5.5 of the UDC for any needed public improvements.
G. A statement conveying all common facilities and areas to a property owner's association or other entity, for ownership and maintenance purposes.
H. The 100-year flood elevation.
I. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

CONCEPT PLAN

VICINITY MAP
NTS



CLASS II TYPE B LANDSCAPE BUFFER

SITE DATA		PARKING CHART	
GROSS LOT AREA	69,496 S.F. 1.159 ACRES	PARKING REQUIRED (1:300)	16 SPACES
		PARKING PROVIDED	
		STANDARD	16 SPACES
ZONING	CMU-3	HANDICAP	1 SPACES
USE	CSTORE w/ GAS PUMPS	TOTAL	17 SPACES
		BICYCLE PARKING	4 SPACES
BUILDING AREA	4,800 S.F.		

Plant Materials List

Botanical Name	Common Name	Quantity	Height	Caliper	Spread	Notes
CARPINUS BETULUS 'COLUMNARIS'	COLUMNAR HORNBEAM	4	10-12'	2½"	–	STRAIGHT, WELL-BRANCHED
ILEX x 'DONAF'	'OAKLEAF' HOLLY	10	5-6'	–	2½-3'	FULL TO GND., UNIFORM SHAPE
ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	6	–	–	–	#5 CONTAINER
LAGERSTROEMIA INDICA 'TUSCARORA'	'TUSCARORA' CRAPEMYRTLE	2	8-10'	2½"	4-5'	FULL, WELL-BRANCHED
LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	55	–	–	–	4" POTS
[illegible]	[illegible]	1	8-10'	4"	4-5'	FULL, WELL-BRANCHED
MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	2	–	–	–	#5 CONTAINER
NYSSA SYLVATICA	BLACK GUM	1	10-12	2½"	–	FULL, WELL-BRANCHED
QUERCUS PHELLOS	WILLOW OAK	1	10-12	2½"	–	FULL, WELL-BRANCHED
ULMUS PARVIFOLIA 'DRAKE'	ALLEE® ELM	3	10-12	4½"	–	FULL, WELL-BRANCHED

North

30 0 30

GRAPHIC SCALE IN FEET

SCALE: 1"=30'

The Reaves Firm

JOB # 23-H235

OUTLINE / FINAL PLAT

CLEARPOOL MARKET PLANNED DEVELOPMENT

P.D. 25-___

SHELBY COUNTY, TENNESSEE

NUMBER OF LOTS: 1	1.159 ACRES	PARCEL 073041 00057C
DEVELOPER: M KHIMCUS PROPERTIES LLC	ENGINEER: THE REAVES FIRM	
100-YEAR FLOOD ELEV. [illegible]	FEMA MAP PANEL NO. [illegible]	FEMA MAP DATE: SEPT. 28, 2007
OCTOBER 2025	SCALE: 1" = 30'	SHEET 1 OF 4

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 3950 LAMAR AVENUE, KNOWN AS CASE NUMBER PD 2025-011

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 planned development for certain stated purposes in the various zoning districts; and

WHEREAS, Radwan Deek filed an application with the Memphis and Shelby County Division of Planning and Development to allow a convenience store with gas pumps and

WHEREAS, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives and standards for planned developments 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 subject to outline plan conditions concerning the above considerations to the Memphis and Shelby County 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 November 13, 2025, and said Board has submitted its findings and recommendation subject to outline plan conditions 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 planned development is hereby granted in accordance with the attached outline plan conditions.

BE IT FURTHER RESOLVED, that the requirements of said aforementioned clause of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

OUTLINE PLAN CONDITIONS

I. Uses Permitted:

A. Convenience store (with a minimum 20% of retail floor area for the sale of fresh vegetables, fruits, and meats) with accessory fuel sales and EV charging stations.

B. Uses prohibited:

1. Tractor trailer parking
2. Any tractor trailer services

II. Fuel Canopies:

A. Canopies shall not exceed a height of twenty (20) feet.

B. Canopy lighting shall not extend beyond the area beneath the canopy. All fixtures shall be recessed.

C. Support columns shall be sheathed in the same masonry used on the principal building.

D. Canopies shall have no signage.

III. Bulk Regulations:

A. The bulk regulations of the CMU-3 District shall apply.

B. The convenience store shall have a minimum of 60% transparency along the street frontages of Lamar Avenue and Clearpool Circle.

IV. Access, Parking, and Circulation:

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B. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.

C. Design of the storm water conveyance and management facilities for this project shall be in accordance with the Memphis-Shelby County Storm Water Management Manual. The manual requires on-site detention of storm water run-off generated from the project that exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-buildable areas have been provided for storm water detention facilities.

VIII. The Land Use Control Board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are presented.

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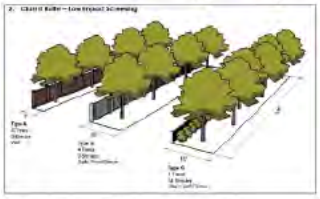
CONCEPT PLAN



CLASS II TYPE B LANDSCAPE BUFFER

SITE DATA		PARKING CHART	
GROSS LOT AREA	50,499 S.F. 1.159 ACRES	PARKING REQUIRED (1/300)	16 SPACES
		PARKING PROVIDED	
		STANDARD	16 SPACES
ZONING	CMU-3	HANDICAP	1 SPACES
USE	C-STORE w/ GAS PUMPS	TOTAL	17 SPACES
		BICYCLE PARKING	4 SPACES
BUILDING AREA	4,800 S.F.		

Plant Materials List

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ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	6	–	–	–	#3 CONTAINER
LAGERSTROEMIA INDICA 'TUSCARORA'	'TUSCARORA' CRAPEMYRTLE	2	8–10'	2½"	4–5'	FULL, WELL-BRANCHED
LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	55	–	–	–	4" POTS
[illegible]	[illegible]	1	8–10'	2"	4–5'	FULL, WELL-BRANCHED
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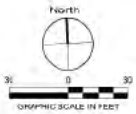
NYSSA SYLVATICA	BLACK GUM	1	10–12	2½"	–	FULL, WELL-BRANCHED
QUERCUS PHELLOS	WILLOW OAK	1	10–12	2½"	–	FULL, WELL-BRANCHED
ULMUS PARVIFOLIA 'DRED 1'	ALLEE® ELM	9	10–12	4½"	–	FULL, WELL-BRANCHED



SCALE: 1"=30'

The Reaves Firm

JOB # 23-4235

OUTLINE / FINAL PLAT		
CLEARPOOL MARKET PLANNED DEVELOPMENT		
P.D. 25-___		
SHELBY COUNTY, TENNESSEE		
NUMBER OF LOTS: 1	1.159 ACRES	PARCEL: 073041 00057C
DEVELOPER: M KHIMJUS PROPERTIES LLC	ENGINEER: THE REAVES FIRM	
100-YEAR FLOOD ELEV: 248	FEMA MAP PANEL NO: 0346F	FEMA MAP DATE: SEPT. 28, 2007
OCTOBER 2025	SCALE: 1" = 30'	SHEET 1 OF 4

ATTEST:

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

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 9 **L.U.C.B. MEETING:** November 13, 2025

CASE NUMBER: PD 2025-011

DEVELOPMENT: Clearpool Market PD

LOCATION: 3950 Lamar Avenue

COUNCIL DISTRICT: District 3 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Radwan Deek

REPRESENTATIVE: Tim McCaskill, The Reaves Firm

REQUEST: Planned development to allow a convenience store with gas pumps and fueling of tractor trailers

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

CONCLUSIONS

1. The request is a planned development to allow a convenience store with gas pumps and fueling of tractor trailers. Per the applicant's proposed conditions, no overnight parking of tractor trailers is permitted and the convenience store must reserve 20% of retail space to provide fresh vegetables, fruits and meats.
2. The shape and configuration of the lot along with proposed site layout do not present favorable conditions to allow both the fueling of standard vehicles and tractor trailers on site; however, allowing the fueling of standard vehicles-only is appropriate given the location along Lamar Avenue.
3. Staff recommends approval with revisions to the outline plan conditions which would eliminate fueling of tractor trailers and any access via Clearpool Circle, which is a local and predominately residential street.
4. As conditioned by staff, 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.

CONSISTENCY WITH MEMPHIS 3.0

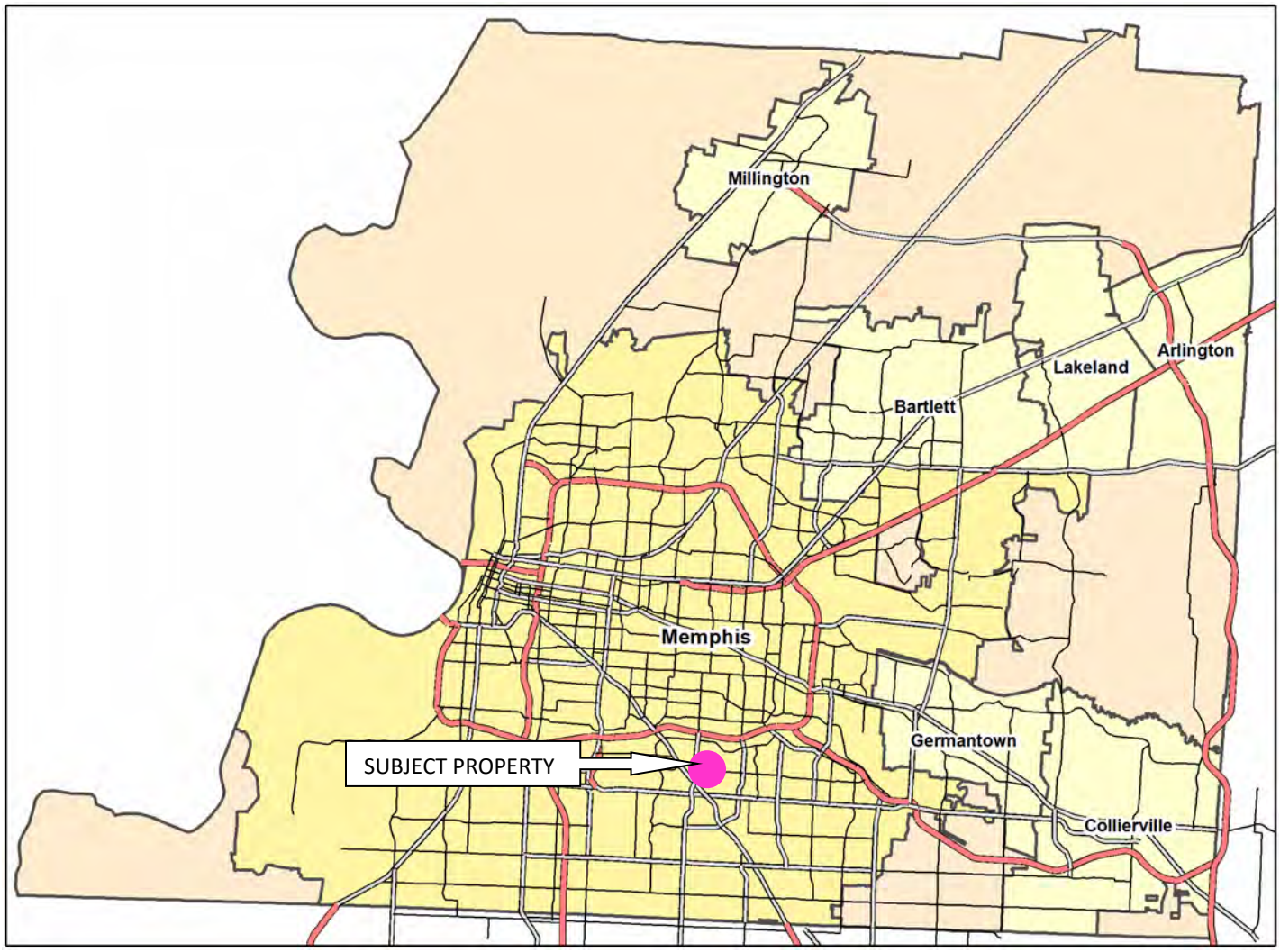
This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 21-23 of this report.

RECOMMENDATION:

Approval with revisions to the outline plan conditions

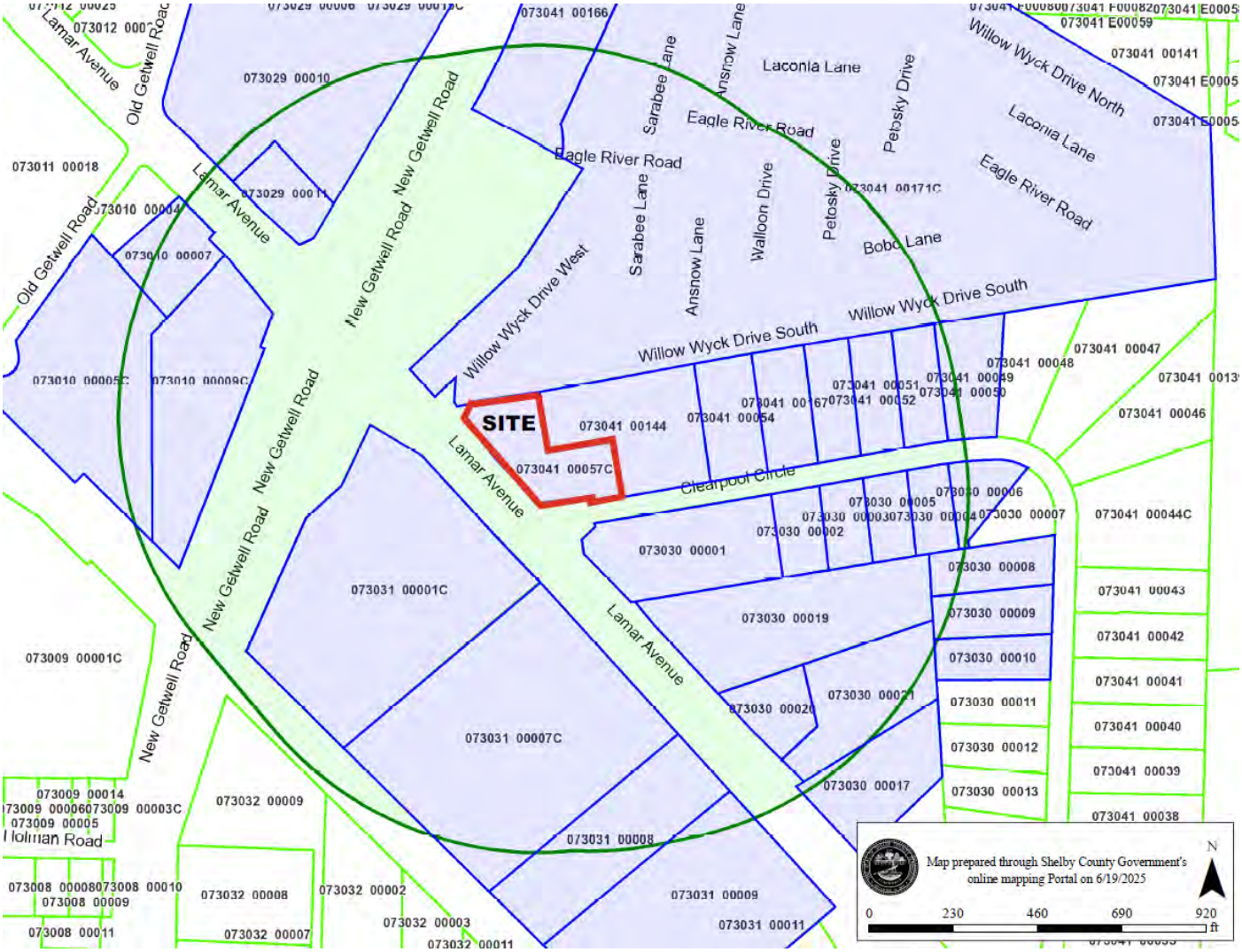
Staff Writer: ***Chloe Christion*** **E-mail:** ***chloe.christion@memphistn.gov***

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property outlined in red

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 28 notices were mailed on October 25, 2025, see page 24 of this report for a copy of said notice. Additionally, two signs were posted at the subject property, see page 25 of this report for a copy of the sign affidavit.

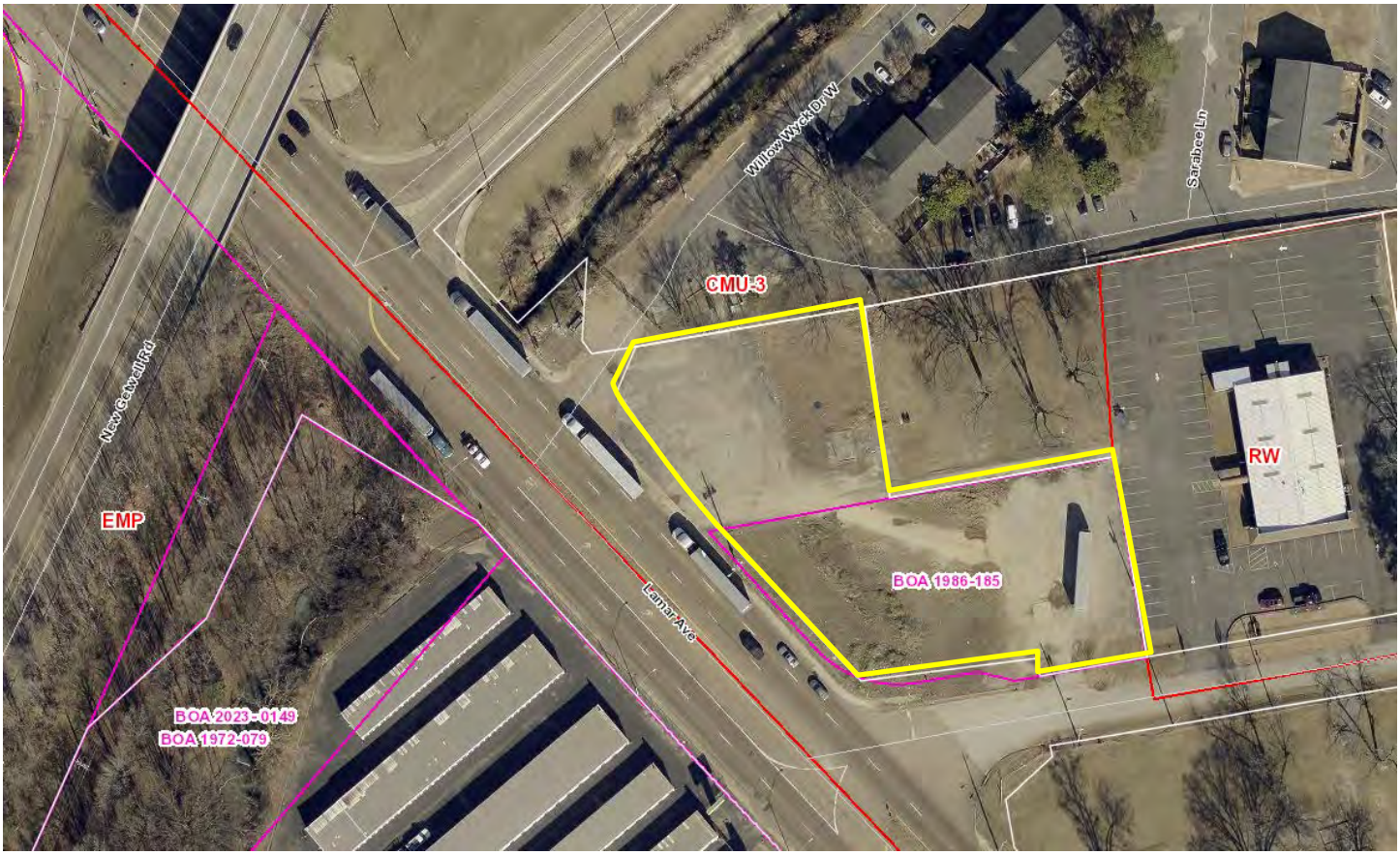
NEIGHBORHOOD MEETING

The meeting was held at 5:00 PM on Monday, November 3, 2025, at Krystal's at 3675 Lamar Avenue.

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 the intersection of Willow Wyck Drive and Lamar Avenue facing east.

View of subject property from Lamar Avenue facing north.

View of subject property from Clearpool Circle facing north.

OUTLINE PLAN

Plant Materials List

Botanical Name	Common Name	Quantity	Height	Caliper	Spread	Notes
CARPINUS BETULUS 'COLUMNARIS'	COLUMNAR HORNBEAM	4	10–12'	2½"	—	STRAIGHT, WELL–BRANCHED
ILEX x 'CONAF'	'OAKLEAF' HOLLY	10	5–6'	–	2½–3'	FULL TO GND.; UNIFORM SHAPE
ITEA VIRGINICA 'HENRY'S GARNET'	'HENRY'S GARNET' SWEETSPIRE	6	–	–	–	#3 CONTAINER
LAGERSTROEMIA INDICA 'TUSCARORA'	'TUSCARORA' CRAPEMYRTLE	2	8–10'	2½"	4–5'	FULL, WELL–BRANCHED
LIRIOPE MUSCARI VARIEGATA	VARIEGATED LIRIOPE	55	—	—	—	4" POTS
MAGNOLIA VIRGINIANA	SWEETBAY	1	8–10'	2"	4–5'	FULL, WELL–BRANCHED
MISCANTHUS SINENSIS GRACILLIMUS	MAIDEN GRASS	2	–	–	–	#3 CONTAINER
NYSSA SYLVATICA	BLACK GUM	1	10–12'	2½"	–	FULL, WELL–BRANCHED
QUERCUS PHELLOS	WILLOW OAK	1	10–12'	2½"	–	FULL, WELL–BRANCHED
ULMUS PARVIFOLIA 'EMER I'	'ATHENA' ELM	5	10–12'	2½"	—	FULL, WELL–BRANCHED

The Reaves Firm

OUTLINE / FINAL PLAT
CLEARPOOL MARKET PLANNED DEVELOPMENT
P.D. 25-___
SHELBY COUNTY, TENNESSEE

NUMBER OF LOTS: 1	1.159 ACRES	PARCEL 073041 00057C
DEVELOPER: M KHMOUS PROPERTIES LLC		ENGINEER: THE REAVES FIRM
100-YEAR FLOOD ELEV.: ±285	FEMA MAP PANEL NO: 0044F	FEMA MAP DATE: SEPT. 28, 2007
OCTOBER 2026	SCALE: 1" = 30'	SHEET 1 OF 4

JOB # 23-0235

OUTLINE PLAN – MAGNIFIED

CASE REVIEW

Request

The request is a planned development to allow a c-store with gas pumps and tractor trailer pumps.

Applicability

Staff agrees the applicability standards and criteria as set out in Section 4.10.2 of the Unified Development Code are or will be met.

4.10.2 Applicability

The governing bodies may, upon proper application, grant a special use permit for a planned development (see Chapter 9.6) for a tract of any size within the City or for tracts of at least three acres in unincorporated Shelby County to facilitate the use of flexible techniques of land development and site design, by providing relief from district requirements designed for conventional developments, and may establish standards and procedures for planned developments in order to obtain one or more of the following objectives:

- *A. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.*
- *B. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.*
- *C. Functional and beneficial uses of open space areas.*
- *D. Preservation of natural features of a development site.*
- *E. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.*
- *F. Rational and economic development in relation to public services.*
- *G. Efficient and effective traffic circulation, both within and adjacent to the development site, that supports or enhances the approved transportation network.*
- *H. Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environment and living units.*
- *I. Revitalization of established commercial centers of integrated design to order to encourage the rehabilitation of such centers in order to meet current market preferences.*
- *J. Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work.*
- *K. Consistency with the Memphis 3.0 General Plan.*

General Provisions

Staff agrees the general provisions standards and criteria as set out in Section 4.10.3 of the Unified Development Code are or will be met.

4.10.3 General Provisions

The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations of the Land Use Control Board and the Zoning Administrator which shall be forwarded pursuant to provisions contained in this Chapter.

- *A. The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the*

current development policies and plans of the City and County.

B. *An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.*
C. *The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for structures, parking and loading areas or access way shall be landscaped or otherwise improved except where natural features are such as to justify preservation.*
D. *Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.*
E. *Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.*
F. *Lots of record are created with the recording of a planned development final plan.*

Commercial or Industrial Criteria

Staff agrees the additional planned commercial or industrial development criteria as set out in Section 4.10.5 of the Unified Development Code are or will be met.

4.10.5 Planned Commercial or Industrial Developments

Approval of a planned commercial or industrial development may be issued by the governing bodies for buildings or premises to be used for the retail sale of merchandise and services, parking areas, office buildings, hotels and motels and similar facilities ordinarily accepted as commercial center uses and those industrial uses which can be reasonably be expected to function in a compatible manner with the other permitted uses in the area. In addition to the applicable standards and criteria set forth in Section 4.10.3, planned commercial or industrial developments shall comply with the following standards:

A. *Screening*

   When commercial or industrial structures or uses in a planned commercial or industrial development abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies.

B. *Display of Merchandise*

   All business, manufacturing and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure.

C. *Accessibility*

   The site shall be accessible from the proposed street network in the vicinity which will be adequate to carry the anticipated traffic of the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development.

D. *Landscaping*

   Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.

Approval Criteria

Staff agrees the approval criteria as set out in Section 9.6.9 of the Unified Development Code are being 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:

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.*
C. *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.*
D. *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.*
E. *The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
F. *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.*
G. *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.*
H. *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:
3950 Lamar Avenue

Parcel ID:
073041 00057C

Area:
+/-38,550 square feet

Description:
The subject property is not a part of any known subdivision or recorded plats. The property is zoned Commercial Mixed Use – 3 (CMU-3) and surrounded by Residential Work (RW) and Employment (EMP) districts. The surrounding land uses are commercial, institutional, and residential. The property has one street frontage on Lamar Avenue and one on Clearpool Circle. The proposal would allow vehicles to access the site on each street frontage, with tractor trailers only allowed to entire via the Clearpool Circle curb cut.

Site Zoning History

On April 3, 2024, the applicant filed ASPR 2024-025 for a convenience store with gas pumps. The application was reviewed by the Division of Planning and Development and resulted in a Memorandum of Conformance to City Engineering being issued on July 24, 2024.

On September 3, 2024, the applicant filed ROW-24-000155 with City Engineering.

On September 17, 2024, the applicant's representative was notified of a processing error regarding the fueling of tractor trailer being a non-permitted use in Commercial Mixed-Use – 3 (CMU-3) District per Section 2.5.2 of the Unified Development Code (UDC). See page 32 for said email.

Circa late April 2025, the applicant's representative was notified about an additional processing error regarding the convenience store with gas pumps not meeting intersection locational criteria of Item 2.6.3J(1)(f) of the UDC. See pages 33-34 for said email correspondence.

Relevant Unified Development Code Clauses

Section 2.5.2 – Permitted Use Chart
Truck stop, Tractor-Trailer (fueling of) is a non-permitted use in the CMU-3 District.

Item 2.6.3J(1)(f) – [Underline added for emphasis]
CMU-3 district. Any convenience store with gas pumps or gas stations constructed in the CMU-3 district after January 28, 2013, or reactivated after one year of discontinuance, not located at the intersection of two arterials, an arterial and a collector or two collectors, according to the Functional Classification Map of the Long Range Transportation Plan, shall require the issuance of a Special Use Permit. Convenience stores with gas pumps and gas stations constructed in the CMU-3 district prior to January 28, 2013, may be otherwise expanded and modified under the provisions of this Code, but any reconstruction or relocation of a canopy shall be in compliance with Sub-Item 2.6.3J(2)(d)(i). In addition to the approval criteria articulated in Section 9.6.9, the Land Use Control Board and governing body shall also consider the proximity of the convenience store with gas pumps or gas station to both 1) other convenience stores with gas pumps and gas stations and 2) single-family residential zoning districts when reviewing an application for a Special Use Permit pursuant to this Item.

Concept Plan Review and Analysis

The proposed plans indicate one convenience store and two fuel pump canopies. Two curb cuts, one along Clearpool Circle and one along Lamar Avenue are proposed. Sidewalk repair is indicated along Clearpool Circle.

A Class II Buffer is proposed along the northernmost and easternmost property lines, however per the standards of UDC Item 2.6.3J(1)(d) and Section 4.6.5, a Class III Buffer must be provided along the northernmost property boundary as the boundary abuts a residential use.

With regards to access and circulation, two of the required 16 standard parking spaces are in the eastern region of the site with no direct pedestrian access to the convenience store. Additionally, these two spaces are located near the tractor trailer fueling canopy which causes concern for contact with incoming tractor trailers. In addition to parking concerns, trailers may only access the site from Clearpool Circle, a predominately residential street that is unsuitable for commercial vehicle traffic.

The shape and configuration of the lot along with proposed site layout do not present favorable conditions to

allow both the fueling of standard vehicles and tractor trailers on site; however, allowing the fueling of standard vehicles-only is appropriate given the location along Lamar Avenue.

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.

RECOMMENDATION

Staff recommends approval with outline plan conditions.

Outline Plan Conditions – Revisions
Proposed language is indicated in **bold, underline**; deletions are indicated in ~~**bold strikethrough**~~

I. Uses permitted:
   A. Convenience store (with a minimum 20% of retail floor area for the sale of fresh vegetables, fruits, and meats) ~~**Neighborhood market**~~ with **accessory** fuel sales **and** EV charging stations~~**, and fueling of tractor trailers**~~.
   B. Uses prohibited:
      1. Tractor trailer parking
      2. Any tractor trailer services ~~**other than fueling**~~

II. Fuel canopies
   A. Canopies shall not exceed a height of twenty (20) feet.
   B. Canopy lighting shall not extend beyond the area beneath the canopy. All fixtures shall be recessed.
   C. Support columns shall be sheathed in the same masonry used on the principal building.
   D. Canopies shall have no signage.

III. Bulk Regulation**s**:
   A. The bulk regulations of the CMU-3 District shall apply.
   B. The convenience store shall have a minimum of 60% transparency along the street frontages of Lamar Avenue and Clearpool Circle.

IV. Access, Parking, and Circulation:
   A. One curb cut on Lamar Avenue ~~**and one curb cut on Clearpool Circle**~~ shall be permitted **as indicated on the concept plan** subject to the approval of the City Engineer.
   B. The width and location of the curb cuts shall be illustrated on the ~~**plat**~~ **concept plan**.
   C. Parking shall be in accordance with the CMU-3 requirements of the UDC.
   D. No access shall be permitted to Clearpool Circle.

V. Landscaping and Screening:
   A. Landscaping shall be provided in accordance with the requirements of the UDC Item 2.6.3J(1)(d) and Section 4.6.5. Landscaped areas shall not conflict with, wherever feasible, drainage, sewer, utility easements, including overhead wires.
   B. All heating and air conditioning equipment, refuse dumpsters, and loading facilities shall be

screened from adjacent properties and public view.

C. A detailed landscaping plan shall be provided as a part of the Final Plat. The Division of Planning and Development may approve modifications administratively.

VI. Signs

~~**A. An attached sign shall be permitted on the south building face.**~~

~~**B. Detached monument signs of 150 square feet shall be permitted at each entrance.**~~

A. All detached signs shall be of the monument style.

~~**VII. Market**~~

~~**A. The store must reserve 20% of the retail space for fresh vegetables, fruits, and meats.**~~

VII. Drainage:

B. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.

C. Design of the storm water conveyance and management facilities for this project shall be in accordance with the Memphis-Shelby County Storm Water Management Manual. The manual requires on-site detention of storm water run-off generated from the project that exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-buildable areas have been provided for storm water detention facilities.

VIII. The Land Use Control Board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are presented~~**; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder, may within ten days of such action, file a written appeal to the Zoning Administrator of the Division of Planning and Development, to have such action reviewed by the Memphis City Council.**~~

IX. A final pla~~**n**~~**t** shall be filed within five (5) years of the date of approval of the Outline Plan by the Legislative Bodies. The Land Use Control Board may grant extensions at the request of the applicant.

X. Any final pla~~**n**~~**t** shall include the following:

A. The outline plan conditions.

B. The exact location and dimensions, including lots, buildable areas, pedestrian and utility easements, service drives, parking areas, trash receptacles, loading facilities, and required landscaping and screening areas.

C. The location and ownership, whether public or private, of any easement.

D. Specific plans for internal and perimeter landscaping and screening including landscaping of all open space features.

E. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.

F. A standard improvement contract as defined by Section 5.5.5 of the UDC for any needed public improvements.

G. A statement conveying all common facilities and areas to a property owner's association or other entity, for ownership and maintenance purposes.
H. The 100-year flood elevation.
I. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

DEPARTMENTAL COMMENTS

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

City Engineer: See pages 19-20.

City 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 21-23.

CASE 3: PD-25-011 Allow c-store w/gas & tractor trailer pumps

NAME: 3950 Lamar Ave; 073041 00057C; **3 Conditions requested**

Basin/Lot/CD: Ten Mile Bayou, 10-D/ 3

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

Sewers:

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

3. A Sewer Development fee may be required per the City of Memphis Sewer Use Ordinance.

Roads:

4. 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.

5. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance.

6. **CONDITION:** The developer shall apply for a permit in order to reconstruct or repair any necessary sidewalks and curb openings to meet City standards.

    a. Sidewalks abutting street should be 6' wide

    b. Sidewalk needed

Traffic Control Provisions:

7. 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.

8. 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.

9. 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:

10. The City Engineer shall approve the design, number, and location of curb cuts.

11. **CONDITION:** Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk. C&G across frontage needs repair

    a. New drive aprons needed

12. **CONDITION:** Will require engineering ASPR.

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: PD 2025-011

Site Address/Location: 3950 Lamar Ave (073041 00057C)
Overlay District/Historic District/Flood Zone:
Future Land Use Designation: High Intensity Commercial & Services (CSH)
Street Type: N/A

The applicant is seeking a variance to allow a neighborhood market with fuel sales, tractor trailer fuel pumps and a deli and with 20 percent of retail space for fresh vegetables, fruits, and meat.
The following information about the land use designation can be found on pages 76 – 122:

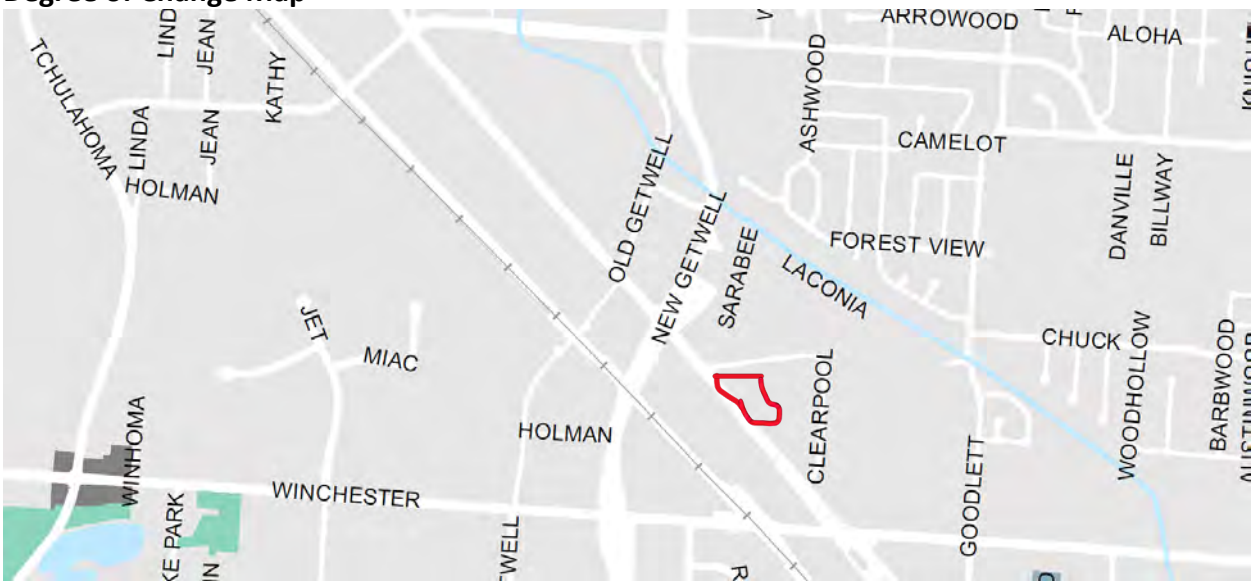
1. Future Land Use Planning Map

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: CMU-3
Adjacent Land Use and Zoning: Commercial, Multi-family, Office, Single-Family, Office; RW, R-6, EMP
Overall Compatibility: *This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed use is a market with fuel sales, tractor trailer fuel pumps and a deli and with 20 percent of retail space for fresh vegetables, fruits, and meat. This type of infill development is in line with the district's priority of addressing vacancy and blight through infill development.*
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 – If not applicable, put NA

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 seeking a variance to allow a neighborhood market that will allow an neighborhood market with fuel sales and tractor trailer, deli and fuel pumps with 20 percent of retail space for fresh vegetables, fruits, and meat.

This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed use is a market with fuel sales, tractor trailer fuel pumps and a deli and with 20 percent of retail space for fresh vegetables, fruits, and meat. This type of infill development is in line with the district's priority of addressing vacancy and blight through infill development

Strategically address blight and vacancy through land assembly with infill development, open space, and agricultural uses

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

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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 **Wednesday, November 5 2025 at 8 AM.**

CASE NUMBER: PD 2025-011
ADDRESS: 3950 Lamar Avenue
REQUEST: Planned Development to allow a convenience store with gas pumps and tractor trailer pumps
APPLICANT: Tim McCaskill

Meeting Details
Location: Council Chambers
City Hall 1st Floor
125 N Main St.

Time: 9:00 AM

Date: Thursday, Nov. 13 2025

VICINITY MAP

Staff Planner Contact:
Chloe Christion
chloe.christion@memphistn.gov
(901) 636-7494

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

28 Notices Mailed 10/25/2025

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, Dianne Higgs, being duly sworn, depose and say that at 1 am/pm on the 30th day of October, 2024, I posted 2 Public Notice Sign(s) pertaining to Case No. PD 25-11 at Lamar and Clearpool, 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.

Dianne Higgs — Owner, Applicant or Representative

10/30/2025 — Date

Subscribed and sworn to before me this 30 day of Oct., 2025.

Michelle Cortese McIvor — Notary Public

MICHELLE CORTESE McIVOR NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY

My commission expires: 8/5/26

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 Planned Development

Record Detail Information

Record Type: Planned Development
Record Status: Assignment
Opened Date: October 3, 2025
Record Number: PD 2025-011
Expiration Date:
Record Name: Clearpool Market PD
Description of Work: 3950 Lamar Ave
Parent Record Number:

Address:
3950 LAMAR AVE, MEMPHIS 38118

Owner Information

Primary	Owner Name
Y	M KHMOUS PROPERTIES LLC

Owner Address | **Owner Phone**
7500 CAPITAL DR, GERMANTOWN, TN 38138

Parcel Information
073041 00057C

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Alexis
Date of Meeting	06/30/2025
Pre-application Meeting Type	Virtual

GENERAL PROJECT INFORMATION

Planned Development Type	New Planned Development (PD)
Previous Docket / Case Number	ASPR 2024-025 ROW # 80333
Medical Overlay / Uptown	No
If this development is located in unincorporated Shelby County, is the tract at least three acres?	N/A

Page 1 of 4 PD 2025-011

GENERAL PROJECT INFORMATION	
(Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)	
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	-
APPROVAL CRITERIA	
UDC Sub-Section 9.6.9A	The project will not have an undue adverse effect on the adjacent property, character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety, and general welfare.
UDC Sub-Section 9.6.9B	The project will be constructed, arranged and operated to be compatible with the immediate vicinity and will not interfere with the development and use of adjacent property.
UDC Sub-Section 9.6.9C	The project will be served adequately by all essential public facilities
UDC Sub-Section 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.
UDC Sub-Section 9.6.9E	Yes the project complies with additional standards
UDC Sub-Section 9.6.9F	The request will not adversely affect any plans considered or violate the character of existing standards for development of the adjacent properties
GENERAL PROVISIONS	
UDC Sub-Section 4.10.3A	The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property
B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development	Water, sewer and drainage are adequate to serve the proposed development.
C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation	The proposed site is compatible with surrounding land uses and landscaping will be provided.

GENERAL PROVISIONS

D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest	Yes
E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements	No common open space. HOA is not required.
F) Lots of record are created with the recording of a planned development final plan	A lot of record will be created with the recording of this planned development final plan

GIS INFORMATION

Case Layer	BOA1986-185
Central Business Improvement District	No
Class	C
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	CMU-3
State Route	1
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
RADWAN DEEK

Contact Type
APPLICANT

Address
7500 CAPITAL DR, GERMANTOWN, TN, GERMANTOWN, TN, 38138

Phone
-

Name
KAY MAYNARD

Contact Type
ARCHITECT / ENGINEER / SURVEYOR

Address

Phone
(901)761-2016

Name
CHRISTINE DONHARDT

Contact Type
MANAGER

Address
6800 POPLAR AVE,

Phone
(901)761-2016

Name
RADWAN DEEK

Contact Type
PROPERTY OWNER OF RECORD

Address
7500 CAPITAL DR, GERMANTOWN, TN, GERMANTOWN, TN, 38138

Phone
(901)761-2016

Name
TIM MCCASKILL

Contact Type
REPRESENTATIVE

Address

Phone
(901)761-2016

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1682546	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	10/03/2025
1682546	Credit Card Use Fee (.026 x fee)	1	39.00	INVOICED	0.00	10/03/2025

Total Fee Invoiced: $1,539.00 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$1,539.00	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, Mike Khmous (Print Name) Mike Khmous By M Wade Attorney-in-fact (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 3950 LAMAR AVE
and further identified by Assessor's Parcel Number 073041 00057C,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 2nd day of October in the year of 2025.

KELSEY WATKINS NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY MY COMMISSION EXPIRES DEC 21, 2026

Signature of Notary Public

My Commission Expires

LETTER OF INTENT

The Reaves Firm INCORPORATED
Planning
Engineering
Landscape Architecture
Land Surveying

From the Desk of:
Tim McCaskill
Direct Dial: 901.821.4974
E-Mail: TimMcCaskill@ReavesFirm.com

October 3, 2025

Letter of Intent – 3950 Lamar Avenue – Clearpool Market

This site consists of 1.16 acres located on Lamar Avenue between Getwell Road and Clearpool Circle and is currently vacant. This Planned Development proposes a 4800 sq. ft. neighborhood market with fuel sales and tractor trailer fuel pumps. The market will reserve 20% of the retail space for fresh vegetables, fruits, and meat. It also has a deli which will serve hot food. The property is zoned CMU-3 which allows the market and fuel sales if on a street corner. The applicant sold the State of Tennessee 220 linear feet of our Lamar frontage for the expansion of the Getwell Road entrance ramp. We consider that to be our Getwell road frontage. Valero Energy Corporation is the fuel supplier. We are also proposing a tractor trailer fueling island. This is not a use by right. This will be the first truck fueling station north of the Mississippi state line which is seven miles away. One was previously located at Lamar and Shelby Drive but was demolished by the state. There will be no other truck services besides fueling and no truck parking.

Consultants:
Tim McCaskill – The Reaves Firm
6800 Poplar Suite 101
Memphis, TN
901-761-2016

6800 Poplar Avenue, Suite 101 • Memphis, TN 38138
901.761.2016 • Fax: 901.763.2847
www.ReavesFirm.com

EMAIL REGARDING ASPR 2024-025

From: Skinner, Lucas
Sent: Tuesday, September 17, 2024 3:56 PM
To: timmccaskill@reavesfirm.com <timmccaskill@reavesfirm.com>
Cc: Myers, River <River.Myers@memphistn.gov>
Subject: ASPR 2024-025 - 3950 Lamar

Hey Tim,

I was doing a second look into the ASPR 2024-025 submittal at 3950 Lamar, and I saw the plan says "truck gas pumps". If that's true, then this will need a Use Variance as the use as a truck stop is not allowed in CMU-3 zoning, so I wanted to get that to you.

Otherwise, it looks like a regular gas station (without the truck pumps) would need a Special Use Permit.

Sincerely,

Lucas Skinner
Manager
Land Use and Development Services
Division of Planning and Development
125 N Main, Ste. 468 Memphis, TN 38103
Phone: 901-636-7170
Email: lucas.skinner@memphistn.gov
Visit our website

EMAIL CORRESPONDENCE REGARDING INTERSECTIONAL REQUIREMENTS

To: Saliba, Norman <Norman.Saliba@memphistn.gov>
Subject: 3950 Lamar

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

Chip,
We discussed this site among ourselves and we think we could be the corner property. With the new ramp dedication we think we have Getwell frontage. The apartments aren't the corner lot anymore because they are all on Getwell. I have attached better plans than before to illustrate what we are talking about. The orange is new dedication and extends about 220' in front of our property.
Thanks,

Tim McCaskill, RLS, Principal
The Reaves Firm, Inc.
6800 Poplar Ave., Suite 101
Memphis, TN 38138
Main: 901.761.2016
Direct: 901.821.4974
www.ReavesFirm.com

EMAIL CORRESPONDENCE REGARDING INTERSECTIONAL REQUIREMENTS (CONT.)

Outlook

Fw: 3950 Lamar

From Saliba, Norman <Norman.Saliba@memphistn.gov>
Date Fri 5/2/2025 8:34 AM
To 'timmccaskill@reavesfirm.com' <timmccaskill@reavesfirm.com>
Cc Christine Donhardt <CDonhardt@reavesfirm.com>; Ragsdale, Brett <Brett.Ragsdale@memphistn.gov>; Penzes, Jeffrey <jeffrey.penzes@memphistn.gov>; Skinner, Lucas <Lucas.Skinner@memphistn.gov>

2 attachments (9 MB)
Scan_20250421-144827.pdf; Scan_20250421-144716.pdf;

Tim:

Brett, Jeffrey, Lucas, and I met on Wednesday, April 30th to review your attached graphics. We do not agree that Deek Property qualifies as a corner lot. Look at the following two definitions in the Unified Development Code - "ABUTTING" and "LOT, CORNER". To be considered abutting, a common border must be shared. The Deek Property does not share a common border with the New Getwell Road right-of-way line. The Willow Wyck Apartments property does.

In applying the "LOT, CORNER" definition, the definition says a corner lot is a lot which adjoins the point of intersection of two or more streets. "Adjoin" is meeting or touching at some point or line. The Deek Property does not meet or join with the right-of-way of New Getwell Road. The Deek Property meets or adjoins the Willow Wyck Apartments property.

Chip Saliba
Deputy Administrator – Development Services
Land Use and Development Services
Division of Planning and Development
125 N. Main, Ste. 468 Memphis, TN 38103
Phone: 901-636-6619
Email: chip.saliba@memphistn.gov

LETTERS RECEIVED

Six (6) letters of opposition and one (1) petition of opposition were received at the time of completion of this report and have subsequently been attached.

Outlook

(No subject)

From Jezzoe Howell <jezzoe1990@gmail.com>
Date Tue 11/4/2025 1:26 PM
To Christion, Chloe <Chloe.Christion@memphistn.gov>

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

This is regarding the new gas station at 3950 Lamar Ave. I AM TOTALLY AGAINST IT WE DO NOT NEED ANYMORE GAS STATIONS WE NEED CENTERS TO HELP SERVICE THE COMMUNITY THROUGH THIS FOOD ASSISTANCE SHORTAGE THAT'S WHERE THE FOCUS SHOULD BE AT THIS PRESENT MOMENT NOT BUILDING FOR CITIZRNS TO SPEND MORE UNNECESSARILY! Crime rates are already high and Lamar has prostitution and loiterers

Outlook

3950 Lamar Ave REJECT

From Adrian Ross <Adrian.Ross@TNMEM.concorde.edu>
Date Tue 11/4/2025 1:18 PM
To Christion, Chloe <Chloe.Christion@memphistn.gov>

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

I do not think that a gas station next to a daycare or apartment complex is not the best idea. This will have the crime rate sky rocket. I do not not condone violence as there has been a lot of crime on Lamar Avenue far as stores are involved. I don't believe this type of crime should be next to a neighborhood with children and the elderly.

Get Outlook for iOS

Outlook

Regarding the new gas station on 3950 Lamar avenue.

From Dorothy Mcgee <biggirl5567@yahoo.com>
Date Tue 11/4/2025 1:01 PM
To Christion, Chloe <Chloe.Christion@memphistn.gov>

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

Please we don't want any more gas stations is a lot down here already it's too close to the complex it will bring a lot of crimes, please. We trying to keep our kids safe.

Sent from Yahoo Mail for iPhone

Outlook

The gas station on Lamar avenue

From Tabitha Hill <hill.miracle@yahoo.com>
Date Tue 11/4/2025 12:58 PM
To Christion, Chloe <Chloe.Christion@memphistn.gov>

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

This is this is regarding the gas station they trying to open on 3950 Lamar Ave. please we won't no more gas stations. Crime crime rate is already high a lot of prostitution isn't safe down here already we don't want to make it worse .

Ms.Tabitha

Outlook

Gas Station on Lamar

From Javeon Bratcher <javeon406@gmail.com>
Date Tue 11/4/2025 12:50 PM
To Christion, Chloe <Chloe.Christion@memphistn.gov>

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

This is regarding the new gas station on 3950 Lamar Avenue

We don’t want any more gas stations crime rate is already high. Also, A lot of prostitution. Help us save the community please!!! Thank you .

Outlook

PD 2025-011 opposition

From horn lake <hornlake4691@gmail.com>
Date Wed 11/5/2025 2:48 AM
To Christion, Chloe <Chloe.Christion@memphistn.gov>

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

Dear land control board members I Owen a land close to this lot I oppose this truck stop gas station for three major reasons lamar have a high crime rate as it is and more prostitution crime in memphis that bring all diseases there are three truck stop that you approve on lamar in the last two year we don't need no more
We need some thing better what will they sell in the gas station store alcohol and cigarettes vips our children are in danger please approve something better for our community thanks
Sent from my

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Jarvis Williams	4809 threadneedle ct	Reject
Christopher Allen	5262 Crossfield	Reject
Cartravious Harris	4400 Ct	Reject
Lurette Harris	4400 Ct	Reject
Hershell Russell	3429 Sophist st	Reject
Willette Hall	3429 Sophist	Reject
LARRY Paige	4624 OKa	Reject
Lemuel Holland	1943 Lamar Av.	Reject
Hamzan Abdo	4870 Market Ave	Reject
Mashoode Alsuma	3636 Horse drive	Reject
Mohammed Ali	3636 Place Dr	Reject
Luso Null	195 N Holmes	Reject
Charles Jackson	4800 wooddale ave	Reject
Roslynn Parker	4800 wooddale ave	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Carla Turner	4881 woodale Ave	Reject
Tameka Smith	4102 Laconia Ln	Reject
Tanzie McGhee	4105 Laconia Ln	Reject
Corey Hester	4000 Clearpool	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Marsha Kirkwood	2488 Burns Ave	Reject
Michael Brown	5149 Warfield	Reject
Gerald Jones	6025 Elkton	Reject
John Watson	2720 Walls	Reject
Jordan Woods	4860 Cedarhill	Reject
[illegible]	4787 Townhouse	Reject
Crystal Tidwell	4975 Childs Dr	Reject
Charles Howard	3530 Emily Eliz. Pr	Reject
Derrick Hewlett	3039 Meadow-ln	Reject
Eldrin Brown	3210 Southbridge	Reject
miguel de los Santos Diaz miguelito	1483 Hope Street Memphis TN	Reject
Terrance Neal	3321 Walton St	Reject
Carmen A Smith	4800 Woodridge	Reject
Frank Flynn	5498 Bayshore	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Renda Baggett	3104 Ashwood ST	Renda S Baggett
Mathis Milche	797 Crockett	
Carla Perdomo	2474 Getwell.	
Judissy Mayorga	5109 Hicory Hill.	
Tarnitha Woods	1573 Cella	reject
Zita Beasley	4617 Forest Oak	reject
Dinkey Clark	4617 Forest Oak	reject
Dria Johnson	311 Firethorne DR	Reject
JOSE PEREZ	3106 WINCHESTER RD	REJECT
Davion Johnson	2391 Winchester RD	Reject
[illegible] Lelois	4411 Knight RD	Reject
~~[illegible]~~ Michael moore	3169 Cannon Ave	Reject
Michael Booker	1571 S. Lauderdale	Reject
Terry Woods	1591 S parkway	Reject
Tyanna Berry	6121 Knights bridge dr	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Keiron Edwards	3411 S. Perkins	Reject
Johnny Boatman	4208 Arkwood	Reject
Kristy Owens	369 Shighland Street	Reject
Antonio Franklin	6047 Knight Arnold	Reject
Jeremiah Price	4616 Foxhall Cove	Reject
Marketa Stewart	4647 Forest oakway #3	Reject
DANNY SCOTT	4709 FoxHall Cv	Reject
Dani Daniel	4635 Forest oakway	Reject
Cali Jones	42856 Mallory	Rejects
MUSTAPHA	4525 winchester Rd	Reject
Quinton Evans	4772 James Kent	Reject
Dolan Harley	163 Wind Breeze	reject
James Lewis	2836 Brown	Reject
Sidi	2361 IAM	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Tonya Smith	2882 Getwell	Reject
Barry Dotsons	4758 James Kent	[redacted] Reject
Phalon Tipee	2324 Getwell	Reject
Kim Moore	5286 Woodcliff	Reject
Qua Bentley	5507 Knight Arnold	Reject
Mickey Filler	4460 Powell ave	Reject
Myeuka Bell	4636 Applelot	Reject
Earnest Cartwright	3748 Starsdale	Reject
Jamea Graham	5705 HARRIS	Reject
marvin Smith	5803 Stone St.	11
Terrian Woods	1561 Norris rd	Reject
Chrissette Thomas	6081 Ravenoak St 213	Reject
Curtis L. Jones	4796 Townhouse	Reject
Alderica Ross	3711 Firethorne	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Charlotte Fields	4032 ClearPool Cir	Reject
Dumonic Sherrill	4827 N winchesterSq	Reject
Shelia Wallace	1511 Pine Ridge	Reject
Brenner	3907 Clear RD Cir	Reject
Xavier Brooks	5045 Southington	Reject
Rasheeda Sims	593 Boonwood	Reject
Ken	11411 Glenway	Reject
Ilyas Algazali	Seminary Dr.	Reject
Kevin Padilla	4431 Woodvale Ave	Reject
Danny Jane	3111 south g	Reject
Gloria	2881 Getwell	Reject
Tanya Hollins	1347 Green Tree Valley	Reject
Kathy Muney		Reject
Cheryl Peglow	5100 Scottsdale Ave	Reject

Neighborhood Opposition List To the planned development **2025- 011**
At The Corner of **Lamar Ave** and **Clearpool Circle Rd**

Name	Address	In Favor of
Jesus Munoz	4056 Clearpool circle	Rejects
Ashley Perez	4082 Clearpool Circle	Rejects
Jessie Haliday	4687 Loughlin	Rejects
Henry Small	6915 Redoak Circle	Rejects
Deseah Fox	3588 Devon Drive	Rejects
Mary Thomas	4155 Jurnbridge Ph	Reject
Cedric Straughter	3489 mediterranean	Reject
Leonard Martin	4947 Leven rd	Reject
Demetrius Lamb	6605 Knightarnolded	Reject
Carolyn Hyman	1532 titus	Reject
Larry Hancock	1345 Trigg	reject
Erika Dent	4273 Rosewind	Reject
Ant Griffin	3688 Shorcham	Reject
Daryl Hamilton	3414 Barbwood Dr	Reject
Mary Bowers	3983 Oakshire	Reject

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 Planned Development

Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: October 3, 2025

Record Number: PD 2025-011

Expiration Date:

Record Name: Clearpool Market PD

Description of Work: 3950 Lamar Ave

Parent Record Number:

Address:

3950 LAMAR AVE, MEMPHIS 38118

Owner Information

Primary	Owner Name
Y	M KHMOUS PROPERTIES LLC

Owner Address **Owner Phone**

7500 CAPITAL DR, GERMANTOWN, TN 38138

Parcel Information

073041 00057C

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Alexis
Date of Meeting	06/30/2025
Pre-application Meeting Type	Virtual

GENERAL PROJECT INFORMATION

Planned Development Type	New Planned Development (PD)
Previous Docket / Case Number	ASPR 2024-025 ROW # 80333
Medical Overlay / Uptown	No
If this development is located in unincorporated Shelby County, is the tract at least three acres?	N/A

GENERAL PROJECT INFORMATION

(Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)	
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	-

APPROVAL CRITERIA

UDC Sub-Section 9.6.9A	The project will not have an undue adverse effect on the adjacent property, character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety, and general welfare.
UDC Sub-Section 9.6.9B	The project will be constructed, arranged and operated to be compatible with the immediate vicinity and will not interfere with the development and use of adjacent property.
UDC Sub-Section 9.6.9C	The project will be served adequately by all essential public facilities
UDC Sub-Section 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.
UDC Sub-Section 9.6.9E	Yes the project complies with additional standards
UDC Sub-Section 9.6.9F	The request will not adversely affect any plans considered or violate the character of existing standards for development of the adjacent properties

GENERAL PROVISIONS

UDC Sub-Section 4.10.3A	The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property
B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development	Water, sewer and drainage are adequate to serve the proposed development.
C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation	The proposed site is compatible with surrounding land uses and landscaping will be provided.

GENERAL PROVISIONS

D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest	Yes
E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements	No common open space. HOA is not required.
F) Lots of record are created with the recording of a planned development final plan	A lot of record will be created with the recording of this planned development final plan

GIS INFORMATION

Case Layer	BOA1986-185
Central Business Improvement District	No
Class	C
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	CMU-3
State Route	1
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
RADWAN DEEK

Contact Type
APPLICANT

Address
7500 CAPITAL DR, GERMANTOWN, TN, GERMANTOWN, TN, 38138

Phone
-

Name
KAY MAYNARD

Contact Type
ARCHITECT / ENGINEER / SURVEYOR

Address

Phone
(901)761-2016

Name
CHRISTINE DONHARDT

Contact Type
MANAGER

Address
6800 POPLAR AVE,

Phone
(901)761-2016

Name
RADWAN DEEK

Contact Type
PROPERTY OWNER OF RECORD

Address
7500 CAPITAL DR, GERMANTOWN, TN, GERMANTOWN, TN, 38138

Phone
(901)761-2016

Name
TIM MCCASKILL

Contact Type
REPRESENTATIVE

Address

Phone
(901)761-2016

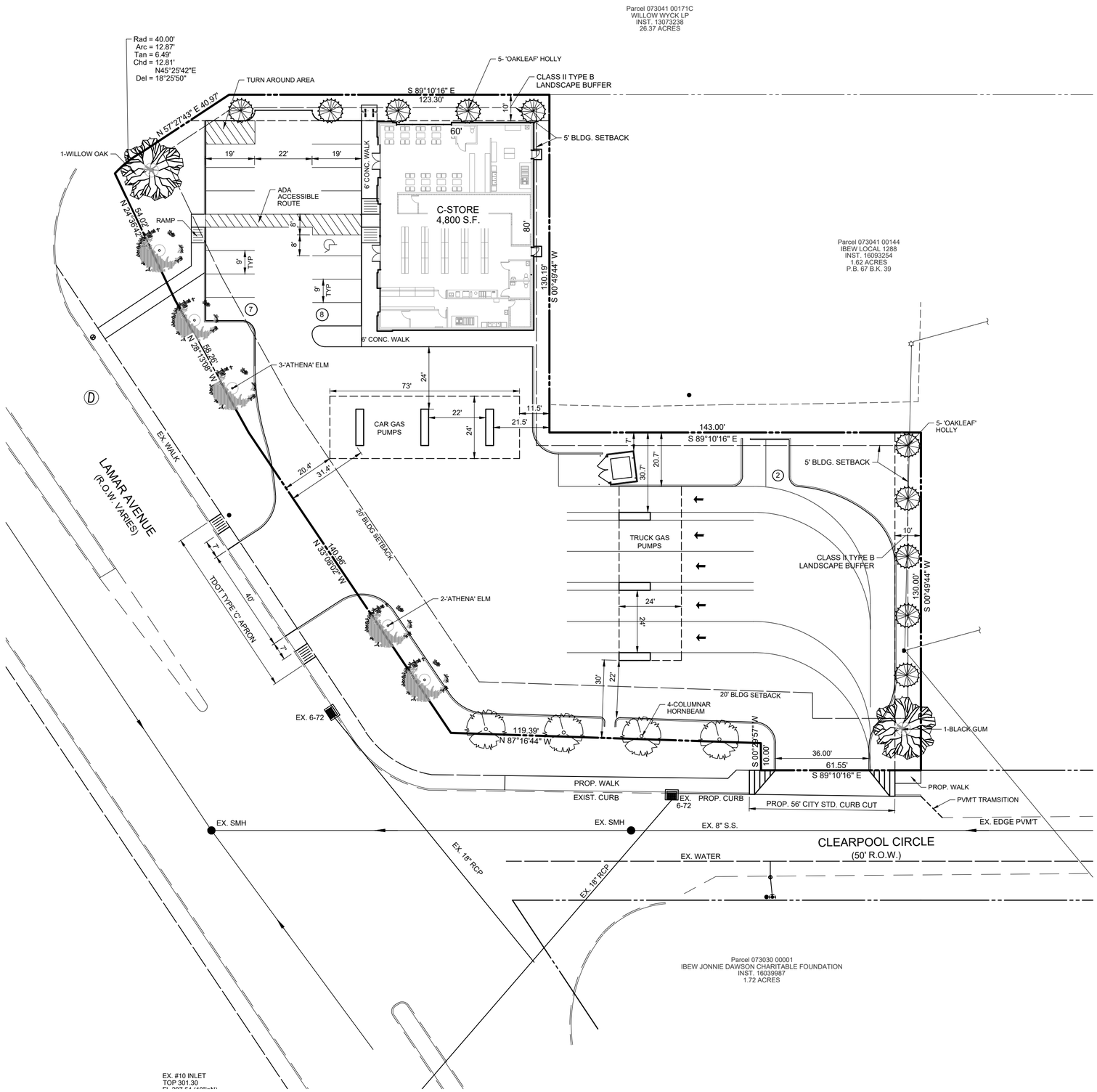
Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1682546	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	10/03/2025
1682546	Credit Card Use Fee (.026 x fee)	1	39.00	INVOICED	0.00	10/03/2025

Total Fee Invoiced: $1,539.00 Total Balance: $0.00

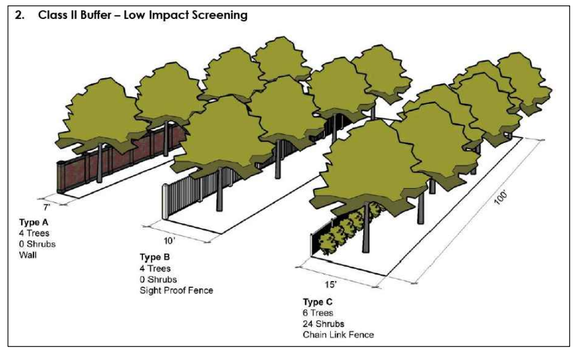
Payment Information

Payment Amount	Method of Payment
$1,539.00	Credit Card



VICINITY MAP
NTS

N



CLASS II TYPE B LANDSCAPE BUFFER

SITE DATA

GROSS LOT AREA	50,499 S.F. 1.159 ACRES
ZONING	CMU-3
USE	C-STORE w/ GAS PUMPS
BUILDING AREA	4,800 S.F.

PARKING CHART

PARKING REQUIRED (1:300)	16 SPACES
PARKING PROVIDED	
STANDARD	16 SPACES
HANDICAP	1 SPACES
TOTAL	17 SPACES
BICYCLE PARKING	4 SPACES

Plant Materials List

Botanical Name	Common Name	Quantity	Height	Caliper	Spread	Notes
CARPINUS BETULUS 'COLUMNARIS'	COLUMNAR HORNBEAM	4	10–12'	2½"	–	STRAIGHT, WELL–BRANCHED
ILEX x 'CONAF'	'OAKLEAF' HOLLY	10	5–6'	–	2½–3'	FULL TO GND.; UNIFORM SHAPE
ITEA VIRGINICA 'HENRY'S GARNET'	'HENRY'S GARNET' SWEETSPIRE	6	–	–	–	#3 CONTAINER
LAGERSTROEMIA INDICA 'TUSCARORA'	'TUSCARORA' CRAPEMYRTLE	2	8–10'	2½"	4–5'	FULL, WELL–BRANCHED
LIRIOPE MUSCARI VARIEGATA	VARIEGATED LIRIOPE	55	–	–	–	4" POTS
MAGNOLIA VIRGINIANA	SWEETBAY	1	8–10'	2"	4–5'	FULL, WELL–BRANCHED
MISCANTHUS SINENSIS GRACILLIMUS	MAIDEN GRASS	2	–	–	–	#3 CONTAINER
NYSSA SYLVATICA	BLACK GUM	1	10–12'	2½"	–	FULL, WELL–BRANCHED
QUERCUS PHELLOS	WILLOW OAK	1	10–12'	2½"	–	FULL, WELL–BRANCHED
ULMUS PARVIFOLIA 'EMER I'	'ATHENA' ELM	5	10–12'	2½"	–	FULL, WELL–BRANCHED

North

30 0 30

GRAPHIC SCALE IN FEET

SCALE: 1"=30'

The Reaves Firm
INCORPORATED
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Land Surveying
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JOB # 23-0235

OUTLINE / FINAL PLAT
CLEARPOOL MARKET PLANNED DEVELOPMENT

P.D. 25-____

SHELBY COUNTY, TENNESSEE

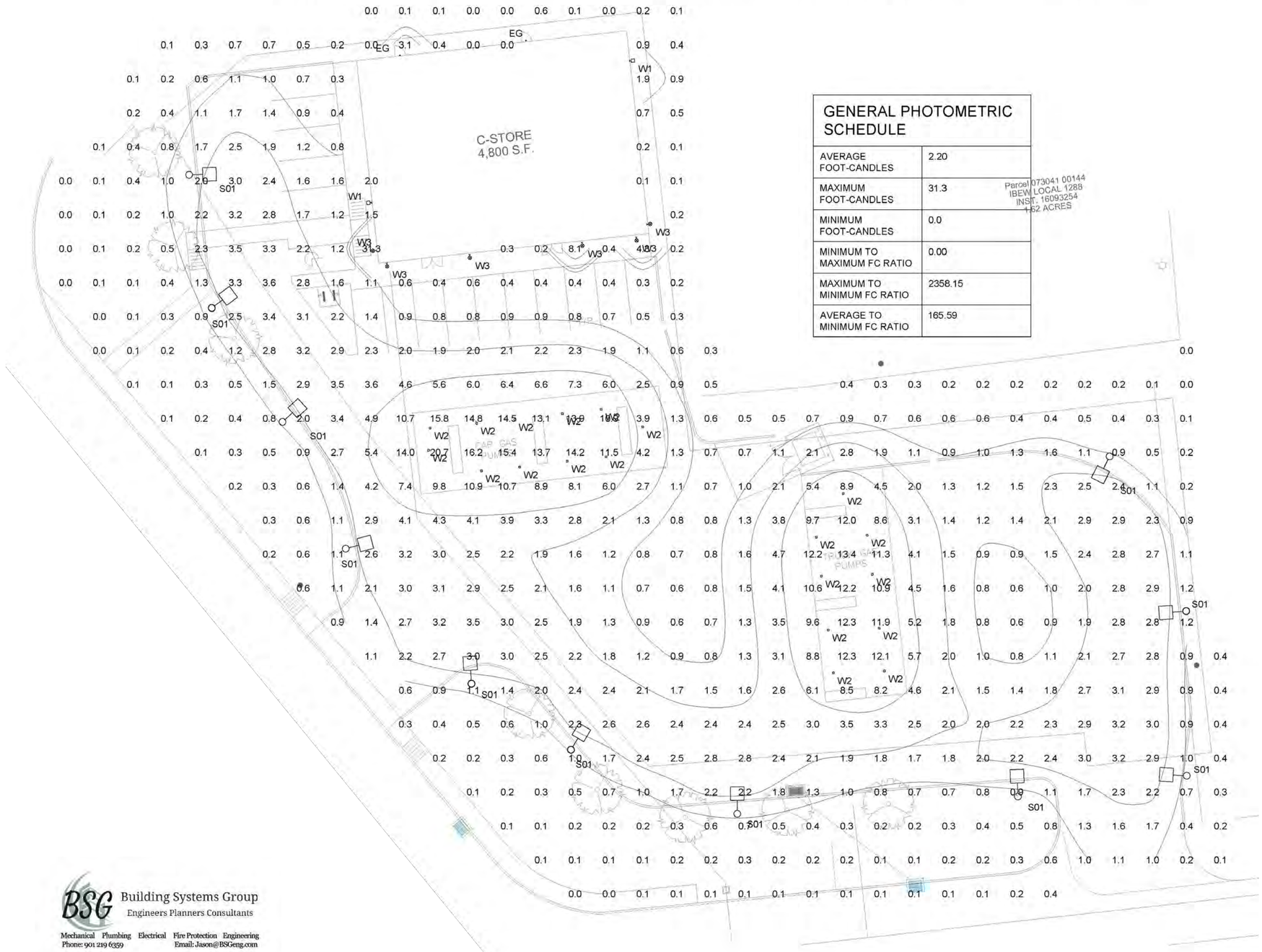
NUMBER OF LOTS: 1	1.159 ACRES	PARCEL 073041 00057C
DEVELOPER: M KHMOUS PROPERTIES LLC		ENGINEER: THE REAVES FIRM
100-YEAR FLOOD ELEV: ±265	FEMA MAP PANEL NO: C0445F	FEMA MAP DATE: SEPT. 28, 2007
OCTOBER 2025	SCALE: 1" = 30'	SHEET 1 OF 4

copyright 2025 – The Reaves Firm, Incorporated

Christine 20x24 Z:\2023\23-0235 3950 Lamar\02 Civil\Construction\Plot.dwg Oct 02, 2025 - 3:28pm

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	MOUNTING	MODEL	MODEL 1	MODEL 3	INPUT WATTS	VOLTS	NOTE 1
E		5W LED	EXIT SIGN COMBO	WALL/CEILING	DUAL LITE #EVC-U-R-W	DUAL LITE #EVC-U-R-W		5	120V 1P 2W	CONNECT TO UNSWITCHED "LIFE SAFETY" CIRCUIT
EG		(1) 5W (4)LED STRIP @ 445+ LUMEN - CREE	OUTDOOR EMERGENCY LIGHT	WALL	DUAL-LITE, PGN Series	DUAL-LITE, PGN Series		17.7	120V 1P 2W	CONNECT UNSWITCHED HOT FROM CIRCUIT DIRECTLY INDOOR FROM FIXTURE. PROVIDE "SWITCHED" HOT FROM PHOTOCELL CIRCUIT AS INDICATED
S01		(1) 150W ,	RSX Area Fixture Size 1 P1 Lumen Package 4000K CCT Type R3 Distribution	POLE	Lithonia Lighting, RSX1 LED P1 40K R3 PROVID 25' SQUARE STEEL POLE,FINISH TO MATCH FIXTURE	Lithonia Lighting, RSX1 LED P1 40K R3		51.34	208V 2P 2W	,
W1		(1) 78W LED	WPX1 LED wallpack 1500lm 4000K color temperature 120-277 Volts	WALL, MTD PER ARCH	Lithonia Lighting, WPX1 LED P1 40K Mvolt GLASS BLOCK	Lithonia Lighting, WPX1 LED P1 40K Mvolt		11.47	120V 1P 2W	COORDINATE HEIGHT WITH ARCHITCET
W2		(108) 87W ,	CNY LED Canopy P1=4,500lm	CEILING	Lithonia Lighting, CNY LED P1 40K MVOLT GLASS BLOCK	Lithonia Lighting, CNY LED P1 40K MVOLT		35.36	208V 2P 2W	,
W3		(1) 30W LED, NICHIA STS-DA2-15252A	OUTDOOR LED WALL CYLINDER UP & DOWN LIGHT	WALL, MTD PER ARCH	Lithonia Lighting, OLLWU LED P1 40K 120 DDB	Lithonia Lighting, OLLWU LED P1 40K 120 DDB		13.8	120V 1P 2W	LED DRIVER, Accudrive RPS4-14V090



GENERAL PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	2.20
MAXIMUM FOOT-CANDLES	31.3
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	2358.15
AVERAGE TO MINIMUM FC RATIO	165.59

BSG Building Systems Group
Engineers Planners Consultants
Mechanical Plumbing Electrical Fire Protection Engineering
Phone: 901 219 6359 Email: Jason@BSGeng.com

THOMAS EDGAR NEEDHAM
REGISTERED ENGINEER
No. 0001159
TENNESSEE
5/4/24

The Reaves Firm
INCORPORATED
Engineering
Planning
Landscape Architecture
Land Surveying
6800 Poplar Avenue, Suite 101 Memphis, TN 38138
901.761.2016 Fax: 901.763.2847
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JOB # 23-0235

OUTLINE / FINAL PLAT
CLEARPOOL MARKET PLANNED DEVELOPMENT

P.D. 25-____

SHELBY COUNTY, TENNESSEE

NUMBER OF LOTS: 1	1.159 ACRES	PARCEL 073041 00057C
DEVELOPER: M KHMOUS PROPERTIES LLC	ENGINEER: THE REAVES FIRM	
100-YEAR FLOOD ELEV: ±265	FEMA MAP PANEL NO: C0445F	FEMA MAP DATE: SEPT. 28, 2007
OCTOBER 2025	SCALE: NTS	SHEET 2 OF 4

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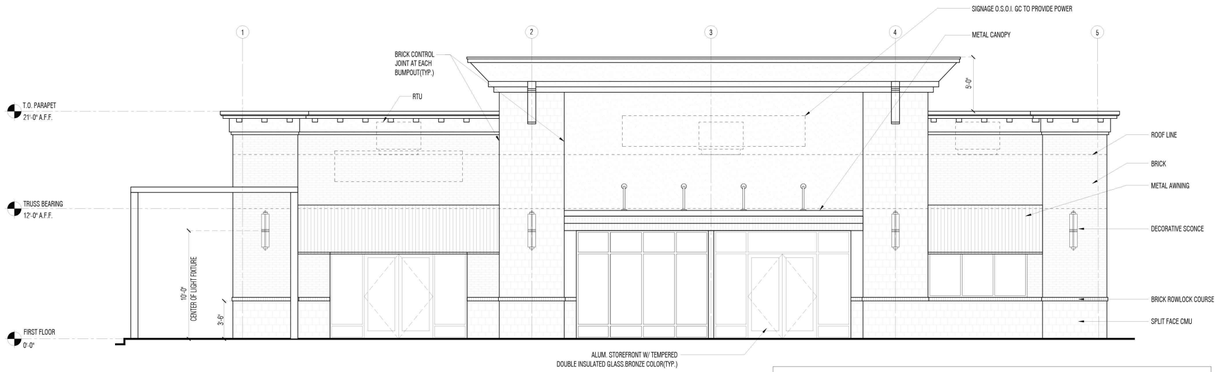
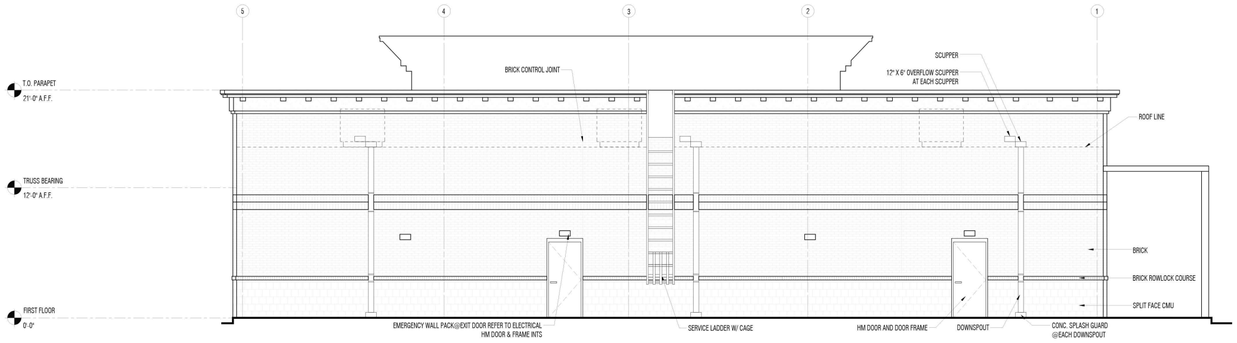
Christine 20x24 Z:\2023\23-0235 3950 Lamar\02 Civil\Construction\Plot.dwg Oct 02, 2025 - 3:28pm



NOTES:
- PROVIDE CONTROL JOINTS PER BRICK MANUFACTURER INSTALLATION INSTRUCTION
- LOCATE WALL SCONE AT CENTER OF BUMPOUT
- ALL RTUs SHALL BE FULLY SCREENED IN ALL DIRECTIONS BY PARAPET WALL NO RTU SHALL BE VISIBLE FROM ADJOINING PUBLIC STREET AND RESIDENTIAL AREA.

1B SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



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- LOCATE WALL SCONE AT CENTER OF BUMPOUT
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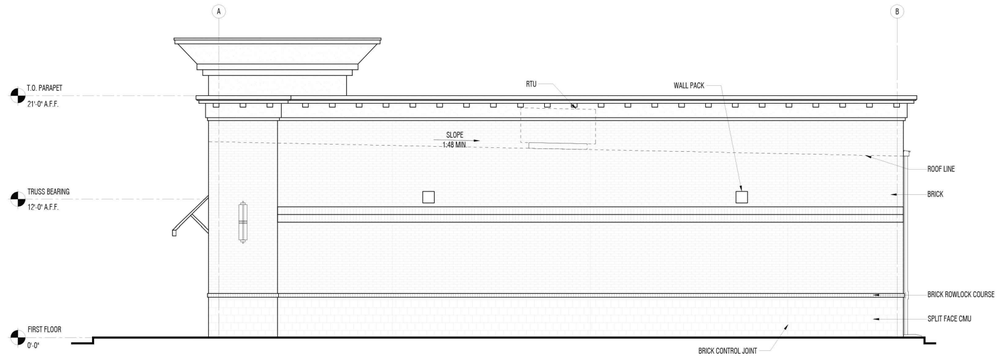
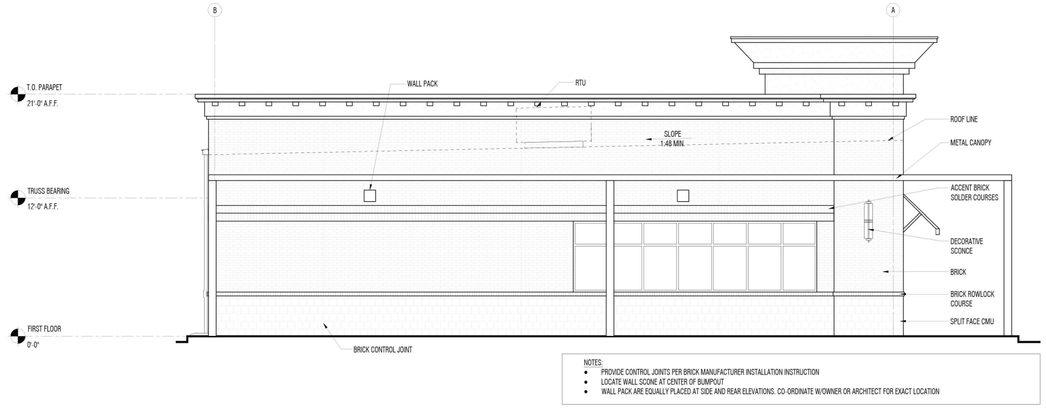
1A NORTH ELEVATION
SCALE: 1/4" = 1'-0"



NOTES:
- PROVIDE CONTROL JOINTS PER BRICK MANUFACTURER INSTALLATION INSTRUCTION
- LOCATE WALL SCONE AT CENTER OF BUMPOUT
- WALL PACK ARE EQUALLY PLACED AT SIDE AND REAR ELEVATIONS. CO-ORDINATE W/OWNER OR ARCHITECT FOR EXACT LOCATION

1B WEST ELEVATION
SCALE: 1/4" = 1'-0"



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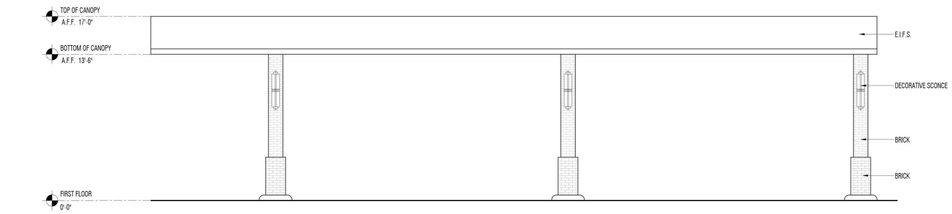
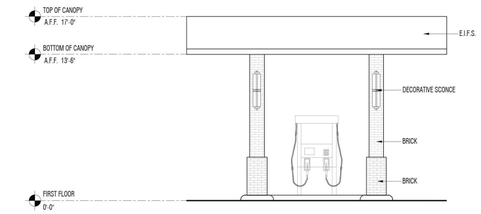
- LOCATE WALL SCONE AT CENTER OF BUMPOUT
- WALL PACK ARE EQUALLY PLACED AT SIDE AND REAR ELEVATIONS. CO-ORDINATE W/OWNER OR ARCHITECT FOR EXACT LOCATION

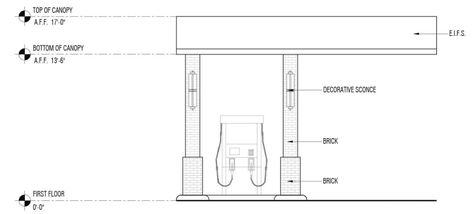
1A EAST ELEVATION
SCALE: 1/4" = 1'-0"



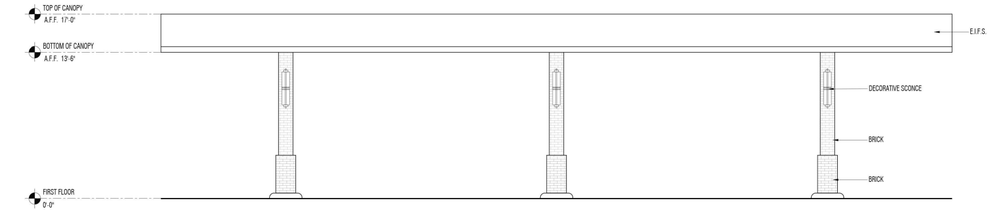
1C TRUCK GAS CANOPY - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



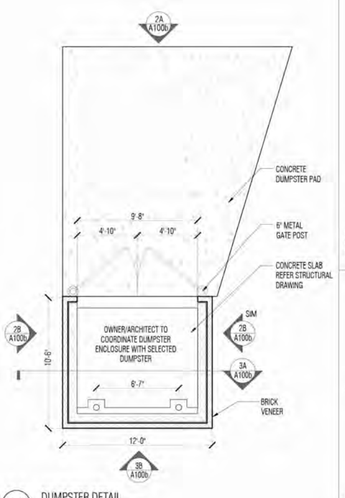
1B CAR GAS CANOPY - SIDE ELEVATION
SCALE: 1/4" = 1'-0"



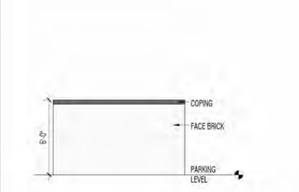
3B TRUCK GAS CANOPY - SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1A CAR GAS CANOPY - FRONT ELEVATION
SCALE: 1/4" = 1'-0"

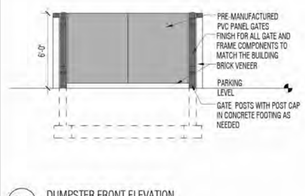


1A DUMPSTER DETAIL
SCALE: 1/4" = 1'-0"

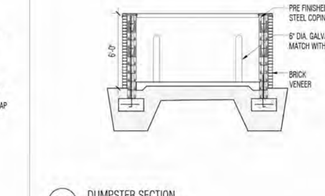


2B DUMPSTER SIDE ELEVATION
SCALE: 1/4" = 1'-0"

3B DUMPSTER REAR ELEVATION
SCALE: 1/4" = 1'-0"



2A DUMPSTER FRONT ELEVATION
SCALE: 1/4" = 1'-0"



3A DUMPSTER SECTION
SCALE: 1/4" = 1'-0"

DESIGN GROUP, LLC.

1255 Lynnfield Road, Suite 226
Memphis, Tennessee 38139
Telephone: 901.603-8765

E-Mail: nkumar@designgroupmemphis.com

The Reaves Firm
INCORPORATED
Engineering
Planning
Landscape Architecture
Land Surveying
6800 Poplar Avenue, Suite 101 Memphis, TN 38138
901.761.2016 Fax: 901.763.2847
www.ReavesFirm.com

JOB # 23-0235

OUTLINE / FINAL PLAT
CLEARPOOL MARKET PLANNED DEVELOPMENT

P.D. 25-____

SHELBY COUNTY, TENNESSEE

NUMBER OF LOTS: 1	1.159 ACRES	PARCEL 073041 00057C
DEVELOPER: M KHMOUS PROPERTIES LLC	ENGINEER: THE REAVES FIRM	
100-YEAR FLOOD ELEV: ±265	FEMA MAP PANEL NO: C0445F	FEMA MAP DATE: SEPT. 28, 2007
OCTOBER 2025	SCALE: NTS	SHEET 3 OF 4

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Christine 20x24 Z:\2023\23-0235 3950 Lamar\02 Civil\Construction\Plat.dwg Oct 02, 2025 - 3:28pm

Clearpool Market PD

Outline Plan Conditions

I. Uses permitted:

A. Neighborhood market with fuel sales, EV charging stations, and fueling of tractor trailers.

B. Uses prohibited:

1. Tractor trailer parking

2. Any tractor trailer services other than fueling

II. Fuel canopies

A. Canopies shall not exceed a height of twenty (20) feet.

B. Canopy lighting shall not extend beyond the area beneath the canopy. All fixtures shall be recessed.

C. Support columns shall be sheathed in the same masonry used on the principal building

III. Bulk Regulation:

A. The bulk regulations of the CMU-3 District shall apply.

IV. Access, Parking, and Circulation:

A. One curb cut on Lamar Ave and one curb cut on Clearpool Circle Rd shall be permitted subject to the approval of the City Engineer.

B. The width and location of the curb cuts shall be illustrated on the plat.

V. Signs

A. An attached sign shall be permitted on the south building face.

B. Detached monument signs of 150 Square Feet shall be permitted at each entrance

VI. Market

A. The store must reserve 20% of the retail space for fresh vegetables, fruits, and meats.

VII. Drainage:

A. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.

B. Design of the storm water conveyance and management facilities for this project shall be in accordance with the Memphis-Shelby County Storm Water Management Manual. The manual requires on-site detention of storm water run-off generated from the project that exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-buildable areas have been provided for storm water detention facilities.

VIII. The Land Use Control Board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder, may within ten days of such action, file a written appeal to the Zoning Administrator of the Division of Planning and Development, to have such action reviewed by the Shelby County Commission.

IX. A final plan shall be filed within five (5) years of the date of approval of the Outline Plan by the Legislative Bodies. The Land Use Control Board may grant extensions at the request of the applicant.

X. Any final plan shall include the following:

A. The outline plan conditions.

B. The exact location and dimensions, including lots, buildable areas, pedestrian and utility easements, service drives, parking areas, trash receptacles, loading facilities, and required landscaping and screening areas.

C. The location and ownership, whether public or private, of any easement.

D. Specific plans for internal and perimeter landscaping and screening including landscaping of all open space features.

E. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.

F. A standard improvement contract as defined by Section 5.5.5 of the UDC for any needed public improvements.

G. A statement conveying all common facilities and areas to a property owner's association or other entity, for ownership and maintenance purposes.

H. The 100-year flood elevation.

I. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

OWNER'S CERTIFICATE

We,_____, the undersigned owners of the property shown, hereby adopt this plat as our plan of development and dedicate the streets, right-of-way, and grant the easements as shown and/or described to public use forever. We certify that we are the owners of the said property in fee simple, duly authorized to act, and that said property is not encumbered by any taxes which have become due and payable.

Signature: _____

NOTARY'S CERTIFICATE

State of _____
County of _____

Before me, the undersigned, a Notary Public in and for the said State and County at _____, duly commissioned and qualified, personally appeared _____ , with whom I am personally acquainted, and who upon his/her oath acknowledged himself/herself to be the _____ of _____, the within named bargainer, and that he/she executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office this _____ day of _____, 2025.

Notary Public _____

My Commission Expires _____

ENGINEER'S CERTIFICATE

I hereby certify that this plat is true and correct, is in conformance with the design requirements of the Memphis and Shelby County Unified Development Code, the specific conditions imposed on this development, and takes into account all applicable federal, state and local building laws and regulations.

By: _____ (Seal) Date: _____

Tennessee License No. _____

DIVISION OF PLANNING AND DEVELOPMENT CERTIFICATE

This final plat conforms with the Planned Development acted on by the Land Use Control Board on _____ and approved by the Council of the City of Memphis on _____.

By: _____ Date: _____
Zoning Administrator

LUDS: _____ Date: _____

The Reaves Firm
INCORPORATED
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Land Surveying
6800 Poplar Avenue, Suite 101 Memphis, TN 38138
901.761.2016 Fax: 901.763.2847
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JOB # 23-0235

OUTLINE / FINAL PLAT
CLEARPOOL MARKET PLANNED DEVELOPMENT

P.D. 25-____		
SHELBY COUNTY, TENNESSEE		
NUMBER OF LOTS: 1	1.159 ACRES	PARCEL 073041 00057C
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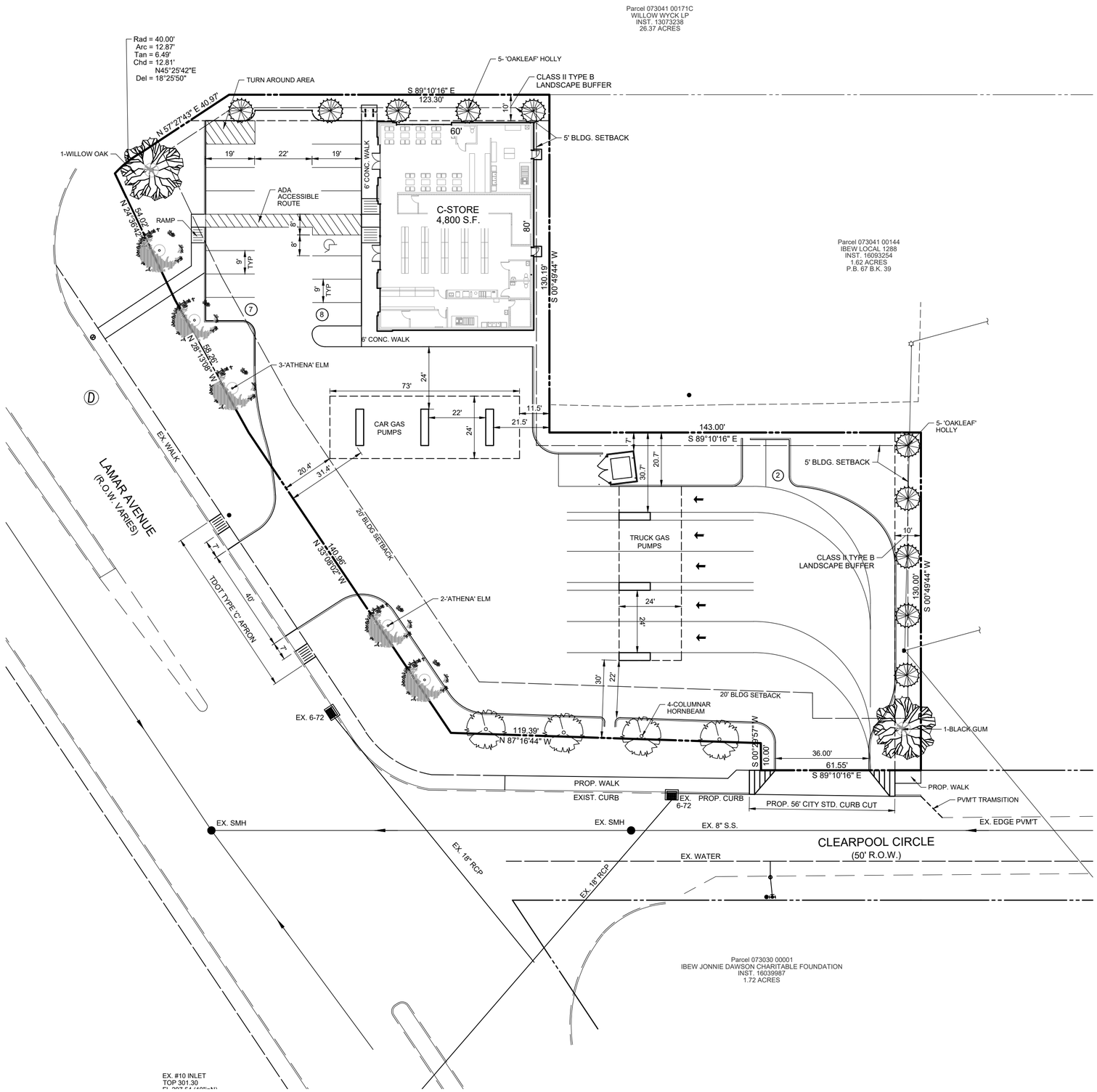
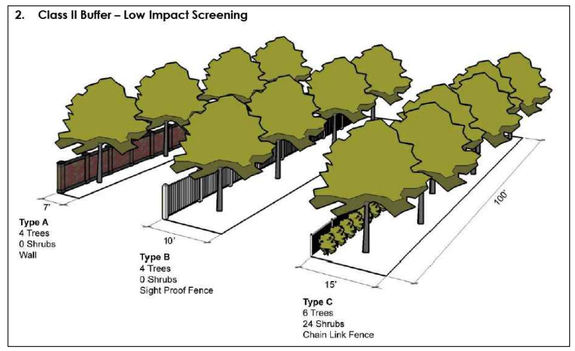


VICINITY MAP
NTS

N



CLASS II TYPE B LANDSCAPE BUFFER

SITE DATA

GROSS LOT AREA	50,499 S.F. 1.159 ACRES
ZONING	CMU-3
USE	C-STORE w/ GAS PUMPS
BUILDING AREA	4,800 S.F.

PARKING CHART

PARKING REQUIRED (1:300)	16 SPACES
PARKING PROVIDED	
STANDARD	16 SPACES
HANDICAP	1 SPACES
TOTAL	17 SPACES
BICYCLE PARKING	4 SPACES

Plant Materials List

Botanical Name	Common Name	Quantity	Height	Caliper	Spread	Notes
CARPINUS BETULUS 'COLUMNARIS'	COLUMNAR HORNBEAM	4	10–12'	2½"	–	STRAIGHT, WELL–BRANCHED
ILEX x 'CONAF'	'OAKLEAF' HOLLY	10	5–6'	–	2½–3'	FULL TO GND.; UNIFORM SHAPE
ITEA VIRGINICA 'HENRY'S GARNET'	'HENRY'S GARNET' SWEETSPIRE	6	–	–	–	#3 CONTAINER
LAGERSTROEMIA INDICA 'TUSCARORA'	'TUSCARORA' CRAPEMYRTLE	2	8–10'	2½"	4–5'	FULL, WELL–BRANCHED
LIRIOPE MUSCARI VARIEGATA	VARIEGATED LIRIOPE	55	–	–	–	4" POTS
MAGNOLIA VIRGINIANA	SWEETBAY	1	8–10'	2"	4–5'	FULL, WELL–BRANCHED
MISCANTHUS SINENSIS GRACILLIMUS	MAIDEN GRASS	2	–	–	–	#3 CONTAINER
NYSSA SYLVATICA	BLACK GUM	1	10–12'	2½"	–	FULL, WELL–BRANCHED
QUERCUS PHELLOS	WILLOW OAK	1	10–12'	2½"	–	FULL, WELL–BRANCHED
ULMUS PARVIFOLIA 'EMER I'	'ATHENA' ELM	5	10–12'	2½"	–	FULL, WELL–BRANCHED

North

30 0 30

GRAPHIC SCALE IN FEET

SCALE: 1"=30'

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The Reaves Firm INCORPORATED

Planning
Engineering
Landscape Architecture
Land Surveying

From the Desk of:
Tim McCaskill
Direct Dial: 901.821.4974
E-Mail: TimMcCaskill@ReavesFirm.com

October 3, 2025

Letter of Intent – 3950 Lamar Avenue – Clearpool Market

This site consists of 1.16 acres located on Lamar Avenue between Getwell Road and Clearpool Circle and is currently vacant. This Planned Development proposes a 4800 sq. ft. neighborhood market with fuel sales and tractor trailer fuel pumps. The market will reserve 20% of the retail space for fresh vegetables, fruits, and meat. It also has a deli which will serve hot food. The property is zoned CMU-3 which allows the market and fuel sales if on a street corner. The applicant sold the State of Tennessee 220 linear feet of our Lamar frontage for the expansion of the Getwell Road entrance ramp. We consider that to be our Getwell road frontage. Valero Energy Corporation is the fuel supplier. We are also proposing a tractor trailer fueling island. This is not a use by right. This will be the first truck fueling station north of the Mississippi state line which is seven miles away. One was previously located at Lamar and Shelby Drive but was demolished by the state. There will be no other truck services besides fueling and no truck parking.

Consultants:
Tim McCaskill – The Reaves Firm
6800 Poplar Suite 101
Memphis, TN
901-761-2016

Clearpool Market PD

Outline Plan Conditions

I. Uses permitted:
   A. Neighborhood market with fuel sales, EV charging stations, and fueling of tractor trailers.
   B. Uses prohibited:
      1. Tractor trailer parking
      2. Any tractor trailer services other than fueling

II. Fuel canopies
   A. Canopies shall not exceed a height of twenty (20) feet.
   B. Canopy lighting shall not extend beyond the area beneath the canopy. All fixtures shall be recessed.
   C. Support columns shall be sheathed in the same masonry used on the principal building

III. Bulk Regulation:
   A. The bulk regulations of the CMU-3 District shall apply.

IV. Access, Parking, and Circulation:
   A. One curb cut on Lamar Ave and one curb cut on Clearpool Circle Rd shall be permitted subject to the approval of the City Engineer.
   B. The width and location of the curb cuts shall be illustrated on the plat.

V. Signs
   A. An attached sign shall be permitted on the south building face.
   B. Detached monument signs of 150 Square Feet shall be permitted at each entrance

VI. Market
   A. The store must reserve 20% of the retail space for fresh vegetables, fruits, and meats.

VII. Drainage:
   A. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
   B. Design of the storm water conveyance and management facilities for this project shall be in accordance with the Memphis-Shelby County Storm Water Management Manual. The manual requires on-site detention of storm water run-off generated from the project that exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-buildable areas have been provided for storm water detention facilities.

VIII. The Land Use Control Board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder, may within ten days of such action, file a written appeal to the Zoning Administrator of the Division of Planning and Development, to have such action reviewed by the Shelby County Commission.

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F. A standard improvement contract as defined by Section 5.5.5 of the UDC for any needed public improvements.

G. A statement conveying all common facilities and areas to a property owner’s association or other entity, for ownership and maintenance purposes.

H. The 100-year flood elevation.

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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.

24067278

08/07/2024 - 11:32:30 AM

4 PGS	
AVA 2736946-24067278	
VALUE	10.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	24.00

WILLIE F. BROOKS JR

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: http://register.shelby.tn.us Email: register@shelbycountytn.gov

This Instrument Prepared By
And Please Return to:
Wardlow Wardlow & Cole, PPLC
7500 Capital Drive
Germantown, TN 38138

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Radwan Deek,** for and in consideration of **TEN (10.00) DOLLARS**, does hereby bargain, sell, remise, release, quit claim and convey unto **M. Khmous Properties, LLC,** all of my rights, title, and interest that I now have or may hereafter acquire in the following described real estate located in **Shelby** County, Tennessee, to-wit:

See Exhibit "A"

Tax Parcel: **073-0410-0057C**

Being the same property conveyed by deed of record at Instrument Number 21036763 in the Register's Office of Shelby County, Tennessee.

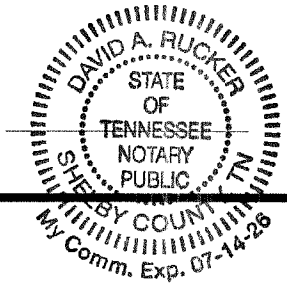
IN TESTIMONY WHEREOF (I / we) have hereunto set (my / our) hand(s) and seal(s) this 6th day of August, 2024.

Radwan Deek by Michael M. Wardlow
Attorney-in-fact

STATE OF TENNESSEE,
COUNTY OF SHELBY.

Before me, a Notary Public of said State and County, aforesaid, personally appeared Michael M. Wardlow to me known, (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Radwan Deek as his lawful Attorney-in-Fact, and that he executed the same as the free act and deed of the said Samuel Aguilar Hernandez, his lawful Attorney-In-Fact.

Witness my hand, at office, this 6th day of August, 2024.

My Commission expires: 

Notary Public

Property Owner:
M Khmous Properties, LLC
7500 Capital Drive
Germantown, TN 38138

Property Known As:
3950 Lamar Ave
Memphis, TN 38118

Mail Tax Bills To:
M Khmous Properties, LLC
7500 Capital Drive
Germantown, TN 38138

STATE OF TENNESSEE,
COUNTY OF SHELBY

I hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transaction is $ 10.00.

Affiant

Witness my hand, at office, 6th day of August, 2024.

Notary Public

EXHIBIT "A"

Description of a 1.159 acre parcel, being part of Lot 1 and Lot 2, Pearson and Carrick Subdivision, recorded in Bk. 23, Pg. 49 in the Shelby County Register's Office, and more particularly described as follows:

Beginning at a point in the North line of Clearpool Circle, said point being the Southwest corner of Lot 3, Pearson and Carrick Subdivision; thence along said North line N 89°10'16"W a distance of 140.83' to a point; thence along a curve to the right (R=92.50', A=91.07', CH=N60°57'47"W 87.44') to a point of tangency in the North line of Lamar Avenue; thence along said North line N32°45'18"W a distance of 169.10' to a point of curvature; thence along a curve to the right (R=40', A=62.83', CH=N12°14'37"E 56.57'); thence N57°27'43"E a distance of 40.97' to a point in the North property line; thence S89°10'16"E a distance of 123.30' to a point; thence S0°49'44"W a distance of 130.19' to a point; thence S89°10'16"E a distance of 143.00' to a point; thence S0°49'44"W a distance of 130.00' to the point of beginning, containing 1.159 acres more or less.

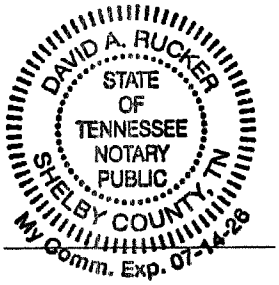
Certification of Electronic Document

I, Michael Wardlow, do hereby make the oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Michael Wardlow

STATE OF TENNESSEE
COUNTY OF SHELBY

Sworn and subscribed before me, David A. Rucker, a notary public for this county and state, Michael Wardlow, who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.



Notary Public

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

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, Mike Khmous Mike Khmous By M Watkins Attorney-in-fact, 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 3950 LAMAR AVE
and further identified by Assessor's Parcel Number 073041 00057C,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 2nd day of October in the year of 2025.

Signature of Notary Public

My Commission Expires

KELSEY WATKINS NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY MY COMMISSION EXPIRES DEC 21, 2026

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

November 13, 2025

Tim McCaskill, The Reaves Firm
6800 Poplar Avenue, Suite 101
Memphis, TN

Sent via electronic mail to: timmccaskill@reavesfirm.com

Clearpool Market Planned Development
Case Number: PD 2025-011
LUCB Recommendation: Approval with outline plan conditions

Dear applicant,

On Thursday, November 13, 2025, the Memphis and Shelby County Land Use Control Board recommended ***approval*** of your planned development application for the Clearpool Market Planned Development, subject to the attached outline plan conditions.

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) 636-6619 or via email at chloe.christion@memphistn.gov.

Respectfully,

Chloe Christion

Chloe Christion
Planner II
Land Use and Development Services
Division of Planning and Development

Cc:
File

Outline Plan Conditions

I. Uses permitted:
   A. Convenience store (with a minimum 20% of retail floor area for the sale of fresh vegetables, fruits, and meats) with accessory fuel sales and EV charging stations.
   B. Uses prohibited:
      1. Tractor trailer parking
      2. Any tractor trailer services

II. Fuel canopies
   A. Canopies shall not exceed a height of twenty (20) feet.
   B. Canopy lighting shall not extend beyond the area beneath the canopy. All fixtures shall be recessed.
   C. Support columns shall be sheathed in the same masonry used on the principal building.
   D. Canopies shall have no signage.

III. Bulk Regulations:
   A. The bulk regulations of the CMU-3 District shall apply.
   B. The convenience store shall have a minimum of 60% transparency along the street frontages of Lamar Avenue and Clearpool Circle.

IV. Access, Parking, and Circulation:
   A. One curb cut on Lamar Avenue shall be permitted as indicated on the concept plan subject to the approval of the City Engineer.
   B. The width and location of the curb cuts shall be illustrated on the concept plan.
   C. Parking shall be in accordance with the CMU-3 requirements of the UDC.
   D. No access shall be permitted to Clearpool Circle.

V. Landscaping and Screening:
   A. Landscaping shall be provided in accordance with the requirements of the UDC Item 2.6.3J(1)(d) and Section 4.6.5. Landscaped areas shall not conflict with, wherever feasible, drainage, sewer, utility easements, including overhead wires.
   B. All heating and air conditioning equipment, refuse dumpsters, and loading facilities shall be screened from adjacent properties and public view.
   C. A detailed landscaping plan shall be provided as a part of the Final Plat. The Division of Planning and Development may approve modifications administratively.

VI. Signs
   A. All detached signs shall be of the monument style.

VII. Drainage:
   B. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
   C. Design of the storm water conveyance and management facilities for this project shall be in accordance with the Memphis-Shelby County Storm Water Management Manual. The manual requires on-site detention of storm water run-off generated from the project that exceeds the capacity of the downstream system. Drainage

calculations performed in accordance with this manual shall be submitted verifying that adequate non-buildable areas have been provided for storm water detention facilities.

VIII. The Land Use Control Board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are presented.

IX. A final plat shall be filed within five (5) years of the date of approval of the Outline Plan by the Legislative Bodies. The Land Use Control Board may grant extensions at the request of the applicant.

X. Any final plat shall include the following:

A. The outline plan conditions.
B. The exact location and dimensions, including lots, buildable areas, pedestrian and utility easements, service drives, parking areas, trash receptacles, loading facilities, and required landscaping and screening areas.
C. The location and ownership, whether public or private, of any easement.
D. Specific plans for internal and perimeter landscaping and screening including landscaping of all open space features.
E. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.
F. A standard improvement contract as defined by Section 5.5.5 of the UDC for any needed public improvements.
G. A statement conveying all common facilities and areas to a property owner’s association or other entity, for ownership and maintenance purposes.
H. The 100-year flood elevation.
I. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning COMMITTEE: 01/27/2026
DATE

PUBLIC SESSION: 02/03/2026
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 1333 Fairfax Street, known as case number SUP 25-30

CASE NUMBER: SUP 25-30

LOCATION: 1333 Fairfax Street

COUNCIL DISTRICTS: District 7 and Super District 8

OWNER/APPLICANT: Little River TN 002 LLC/ Sheree Coleman

REQUEST: To allow a group day care home

AREA: +/-5,314 square feet

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

RECOMMENDED COUNCIL ACTION: Public Hearing Not Required

PRIOR ACTION ON ITEM:
(1) APPROVAL - (1) APPROVED (2) DENIED
01/08/2026 DATE
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

SOURCE AND AMOUNT OF FUNDS
$ OPERATING BUDGET
$ CIP PROJECT #
$ FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:	***DATE***	***POSITION***
Nabanita Nina	1/13/26	PLANNER II
		DEPUTY ADMINISTRATOR
Britt Ryan	1/13/26	ADMINISTRATOR
Britt Ryan	1/13/26	DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN

Memphis City Council
Summary Sheet

SUP 25-30

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 1333 FAIRFAX STREET, KNOWN AS CASE NUMBER SUP 25-30

- This item is a resolution with conditions for a special use permit to allow a group day care home; and

- The item may require future public improvement contracts.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on ***Thursday, January 8, 2026***, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	SUP 25-30
LOCATION:	1333 Fairfax Street
COUNCIL DISTRICT(S):	District 7 and Super District 8
OWNER/APPLICANT:	Little River TN 002 LLC / Sheree Coleman
REQUEST:	To allow a group day care home
EXISTING ZONING:	Residential Urban – 1 (RU-1)
AREA:	+/-5,314 square feet

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 8-0 on the consent agenda.

Respectfully,
Nabanita Nira
Planner II
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

SUP 25-30
CONDITIONS

1. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval.

SITE PLAN

SITE PLAN
Address: 1333 Fairfax St
Memphis, TN 38108
Parcel ID: 042-055- - -00016
Lot area: 0.12 Acres
Plot Size: 11"x17"
Drawing scale: 1"=20'
VICINITY MAP
BuyaSitePlan
Fast and Quality Site Plans
centerline
Fairfax St
centerline
conc.24sft
Property line
40'
EXISTING
HOUSE
path
covered
porch
fence
driveway
wall line
cooktop
fence
deck
128'
Property line
40' Property line
fence
fence
N
E
S
W
Graphic scale

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 1333 FAIRFAX STREET, KNOWN AS CASE NUMBER SUP 25-30

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, Sheree Coleman filed an application with the Memphis and Shelby County Division of Planning and Development to allow a group day care home; 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 January 8, 2026, 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.

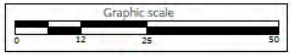
CONDITIONS

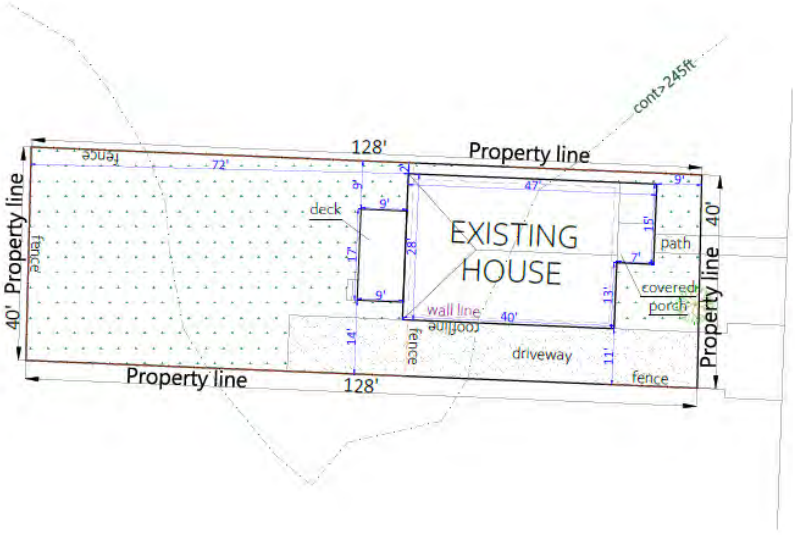
1. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval.

SITE PLAN

SITE PLAN

Address: 1333 Fairfax St
Memphis, TN 38108
Parcel ID: 042-055- - -00016
Lot area: 0.12 Acres
Plot Size: 11"x17"
Drawing scale: 1"=20'





BuyaSitePlan
Fast and Quality Site Plans

ATTEST:

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

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

January 9, 2026

Sheree Coleman
875 W Poplar Ave, Suite 23-149
Collierville, TN 38017

Sent via electronic mail to: Moss_ShereeC@yahoo.com

Case Number: SUP 2025-030
LUCB Recommendation: Approval with conditions

Dear applicant,

On Thursday, January 8, 2026, the Memphis and Shelby County Land Use Control Board recommended ***approval*** of your special use permit application to allow a group day care home located at 1333 Fairfax Street, subject to the following conditions:

1. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval.

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) 636-6619 or via email at nabanita.nira@memphistn.gov.

Respectfully,
Nabanita Nira
Planner II
Land Use and Development Services
Division of Planning and Development

File

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 11 **L.U.C.B. MEETING:** January 8, 2026

CASE NUMBER: SUP 2025-030

LOCATION: 1333 Fairfax Street

COUNCIL DISTRICT: District 7 and Super District 8

OWNER: Little River TN 002 LLC

APPLICANT: Sheree Coleman

REQUEST: Special use permit to allow a group day care home

EXISTING ZONING: Residential Urban – 1 (RU-1)

CONCLUSIONS

1. On December 17, 2025, the BOA approved a variance to allow a group day care home at the subject property more than 150 feet of an intersecting arterial, see pages 15-16 of this report for said notice of disposition.

2. On November 2025, the applicant submitted a Certificate of Occupancy (COO) for home occupation for child care and has been issued for seven (7) children at the subject location. However, it cannot be occupied as a home occupation (day care) because the applicant does not reside in the existing structure. If this SUP is approved, the applicant is required to obtain an approval by the Tennessess Division of Fire Prevention for twelve (12) children.

3. The surrounding land uses are single-family residential, industrial and vacant lot, see page 7 of this report. The block that includes the subject property have existing thirteen single-family detached residential home, one single-family attached residential home, one place of worship and one small vehicle storage lot.

4. Also, the proposal is constant with Memphis 3.0 plan, see pages 18-20 of this report.

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

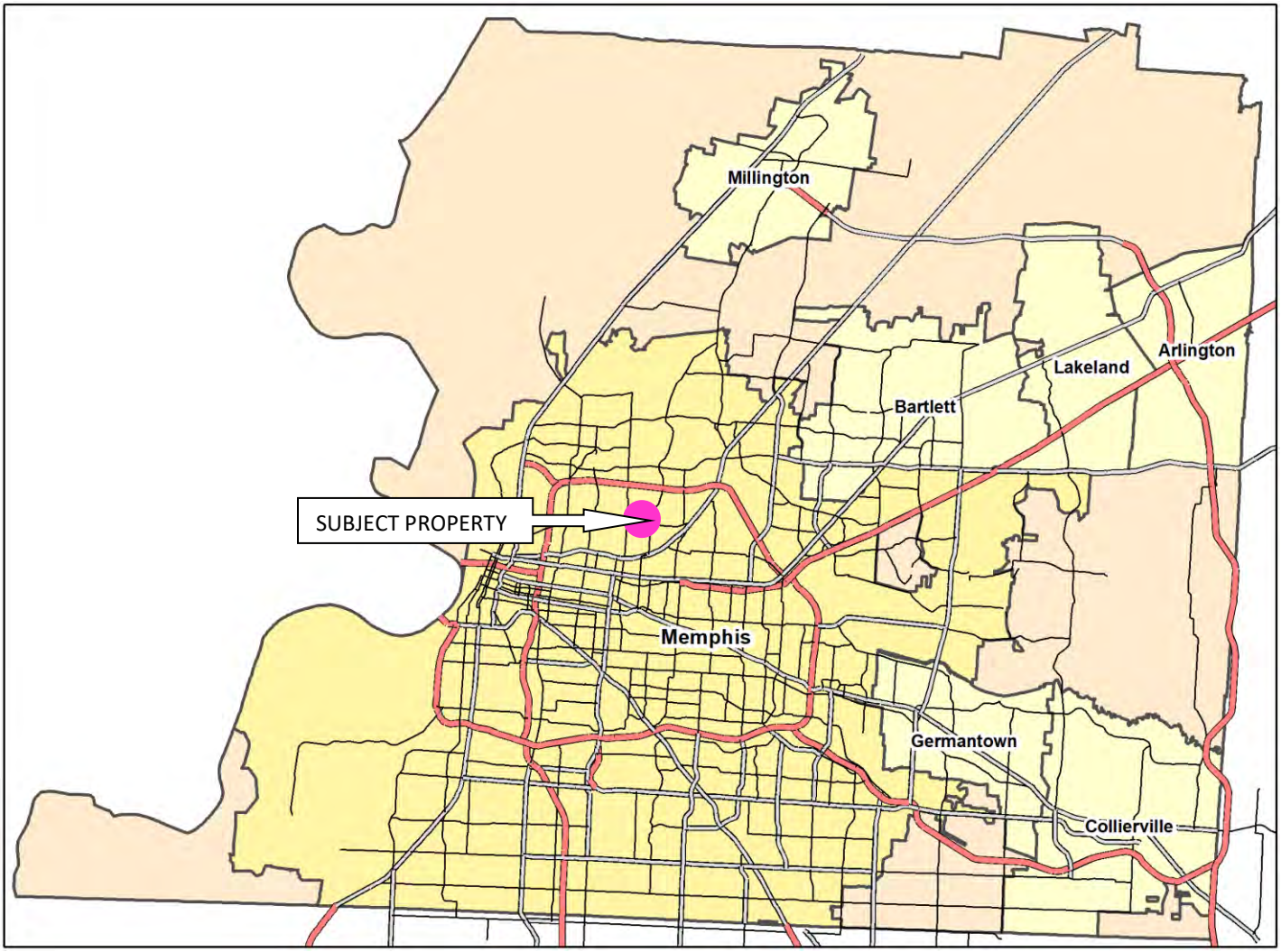
This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 18-20 of this report.

RECOMMENDATION:

Approval with conditions

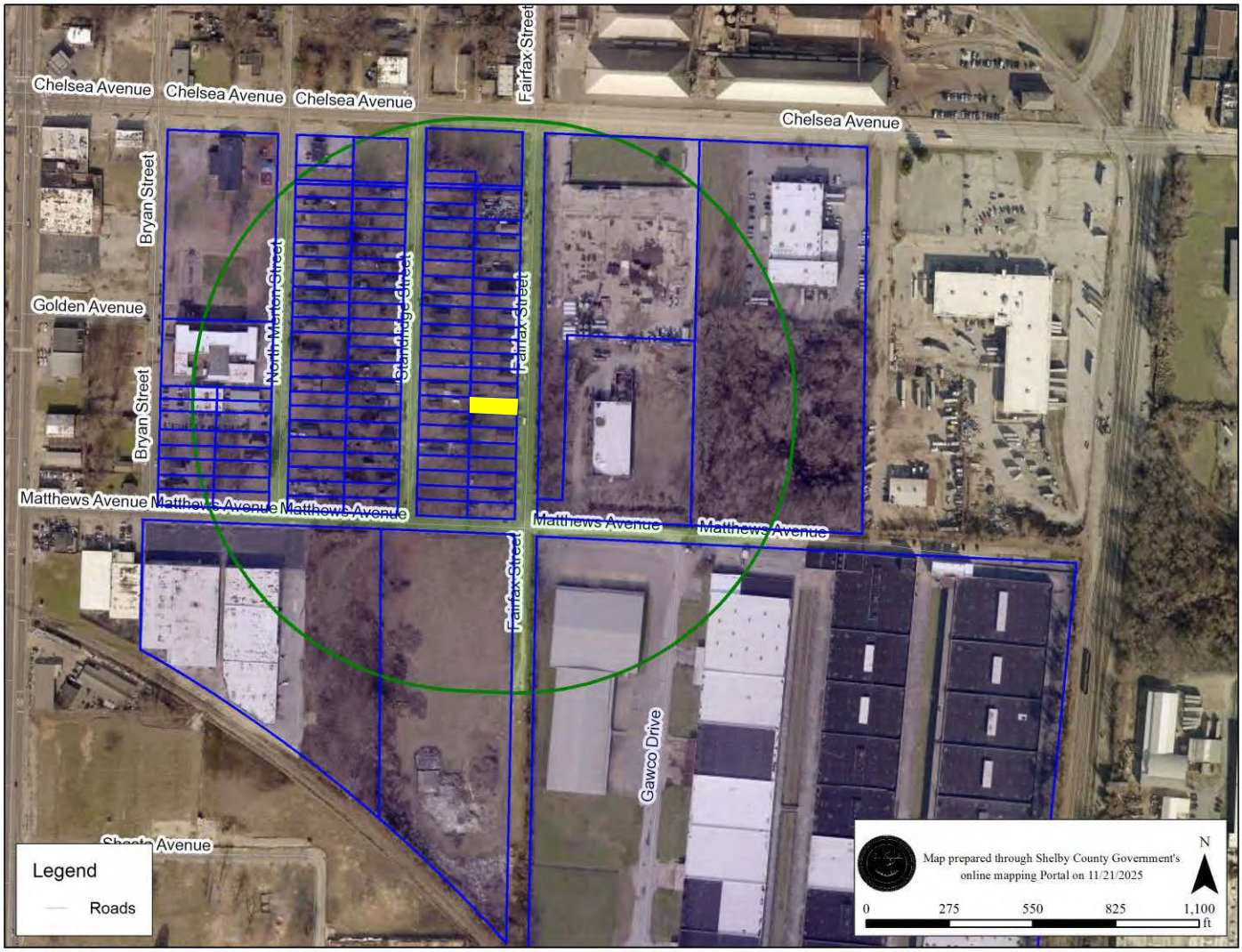
Staff Writer: ***Nabanita Nira*** **E-mail:** ***nabanita.nira@memphistn.gov***

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow

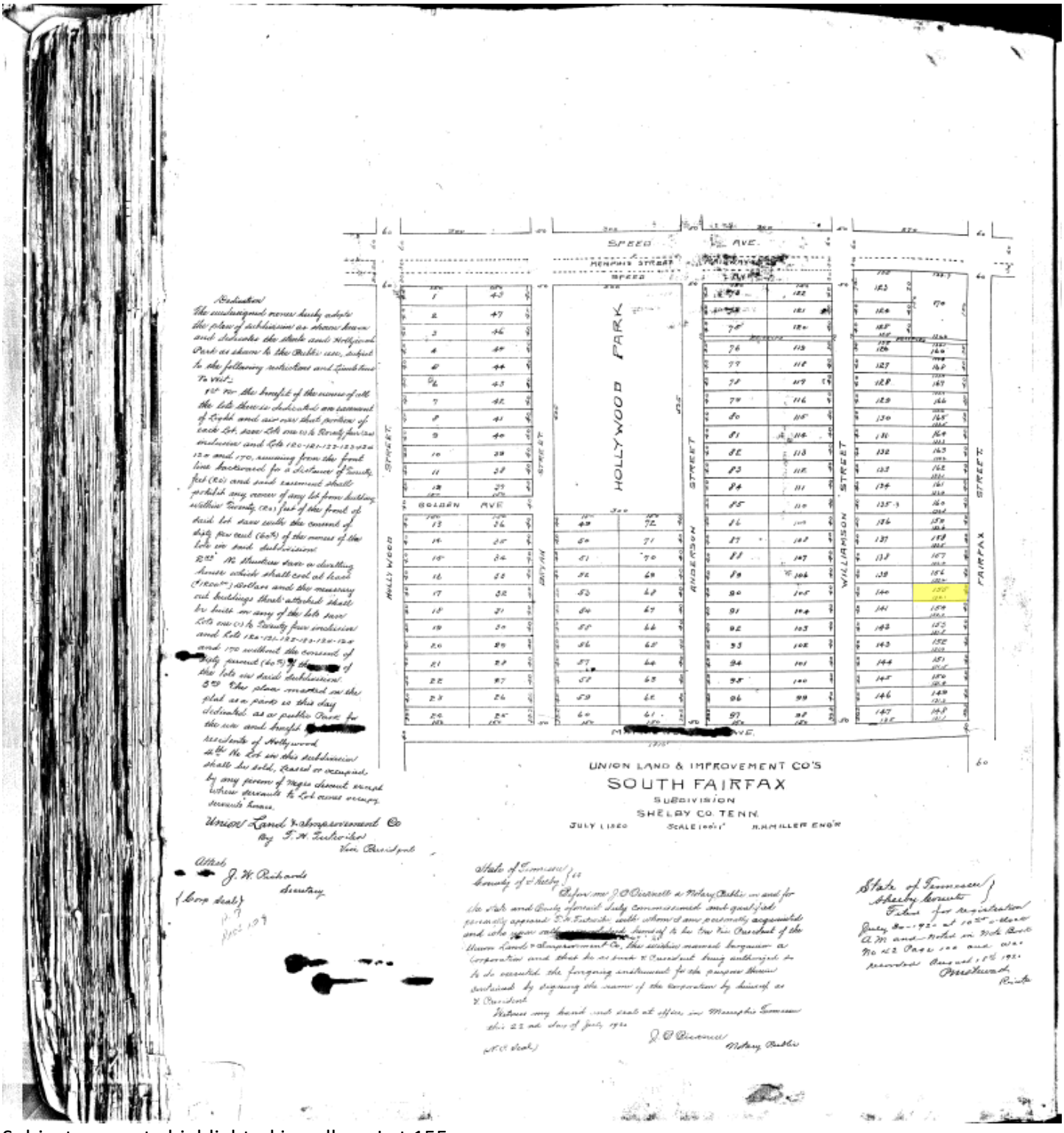
PUBLIC NOTICE DETAILS

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 100 notices were mailed on December 18, 2025, see page 21 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see pages 22-23 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

The meeting was held at 4:00 PM on Monday, December 30, 2025, at 1333 Fairfax Street.

SOUTH FAIRFAX SUBDIVISION (1919) (PLAT BOOK 7 PAGE 109)



Subject property highlighted in yellow, Lot 155

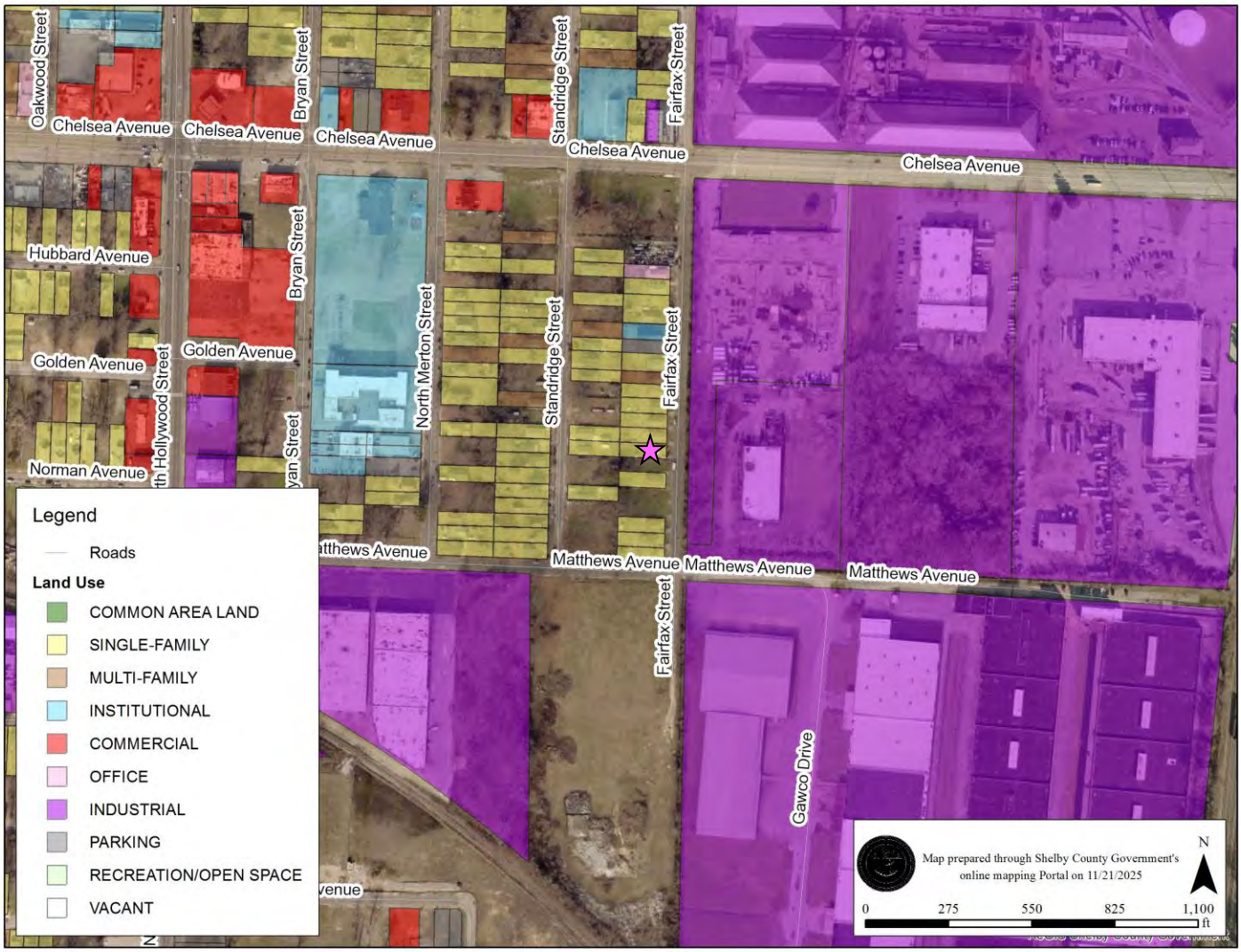
AERIAL

Subject property outlined in yellow, imagery from 2023

ZONING MAP

Subject property highlighted in yellow

LAND USE MAP



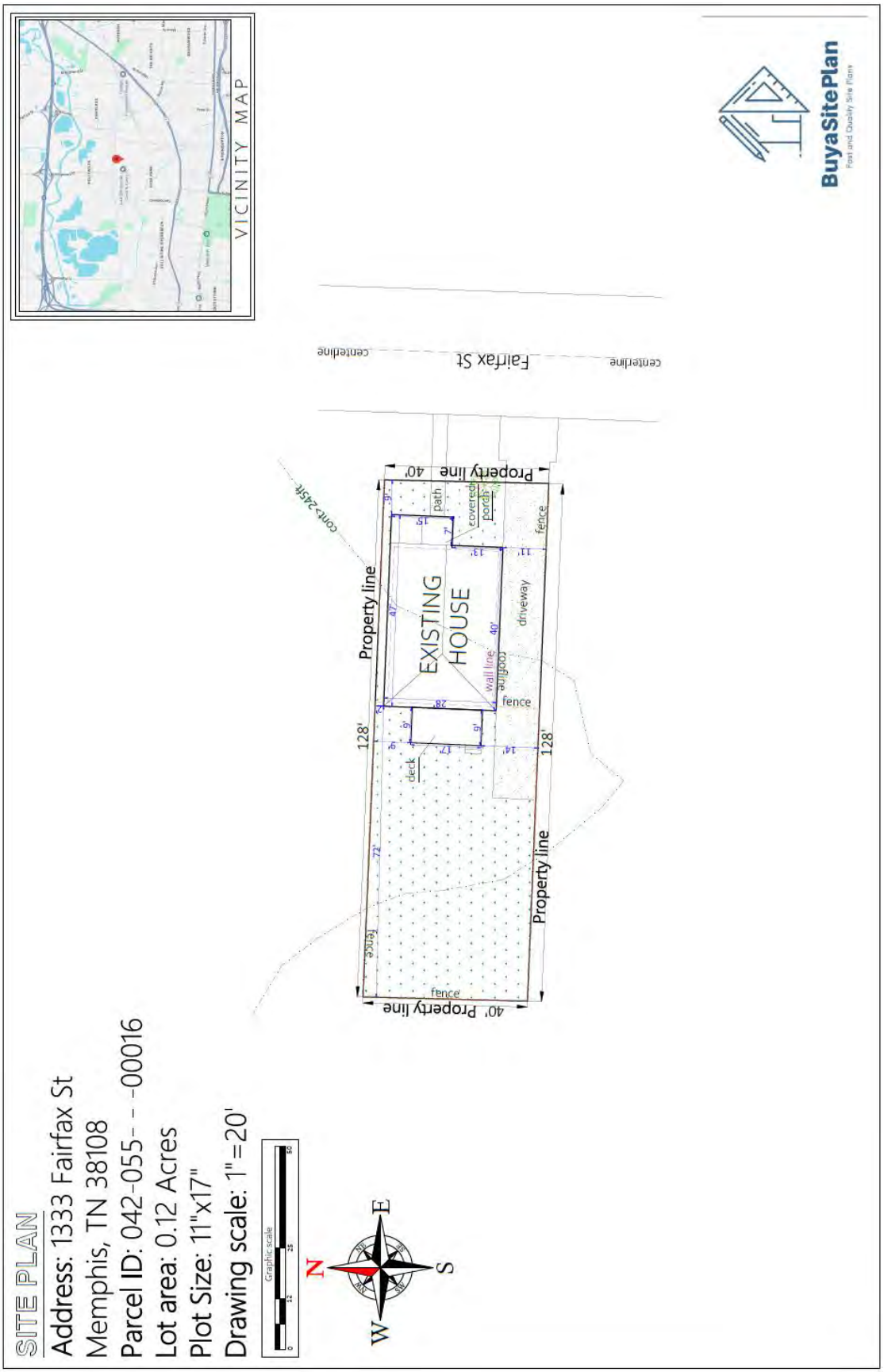
Subject property indicated by a pink star

SITE PHOTOS

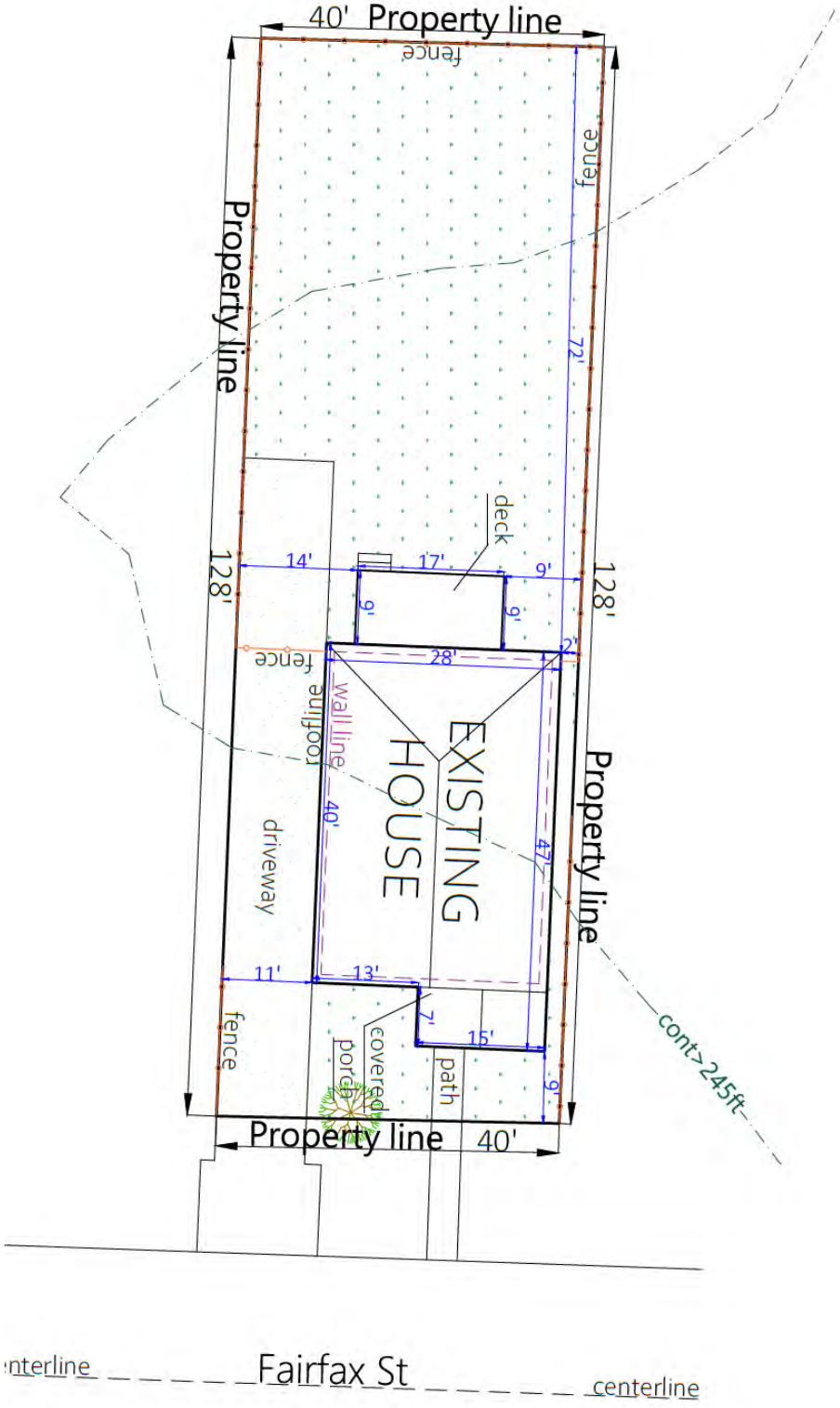
View of subject property from Fairfax Street looking west

View of subject property from Fairfax Street looking southwest

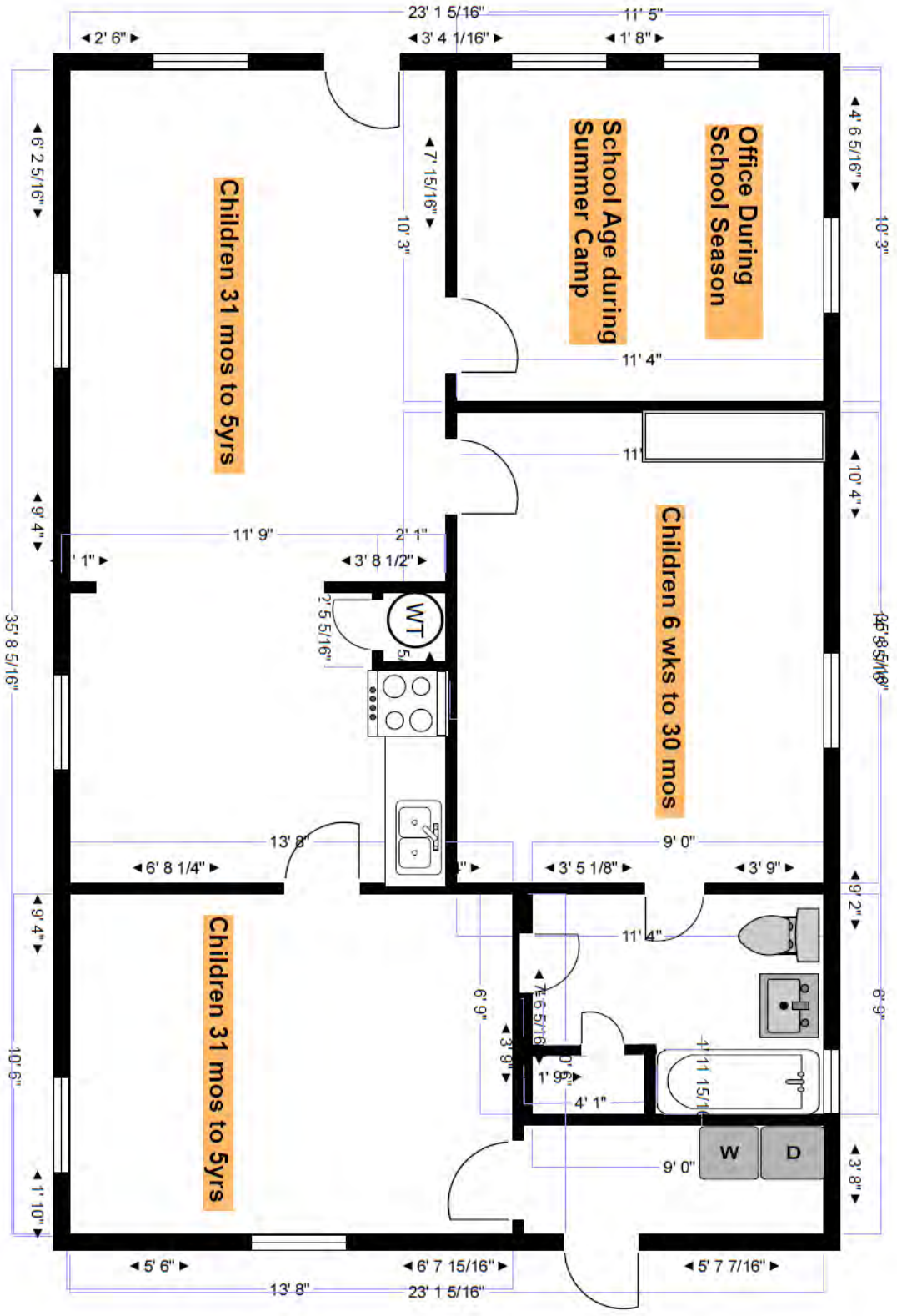
SITE PLAN


SITE PLAN
Address: 1333 Fairfax St
Memphis, TN 38108
Parcel ID: 042-055- - -00016
Lot area: 0.12 Acres
Plot Size: 11"x17"
Drawing scale: 1"=20'
Graphic scale
N
E
S
W
VICINITY MAP
BuyaSitePlan
Fast and Quality Site Plans
centerline
Fairfax St
centerline
Property line 40'
Property line
40' Property line
128'
128'
EXISTING HOUSE
driveway
fence
path
covered porch
wall line
footprint
deck
fence
fence
fence
conc-25ft-

SITE PLAN – MAGNIFIED



FLOOR PLAN


Children 31 mos to 5yrs
School Age during Summer Camp
Office During School Season
Children 6 wks to 30 mos
Children 31 mos to 5yrs
WT
W
D
23' 1 5/16"
11' 5"
11' 4"
11' 9"
9' 0"
13' 8"
23' 1 5/16"

CASE REVIEW

Request

The request is a special use permit to allow a group day care home in Residential Urban – 1 (RU-1).

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:
1333 Fairfax Street

Parcel ID:
042055 00016

Area:
+/-5,314 square feet

Description:
The subject property is known as Lot 155 within the South Fairfax Subdivision and zoned Residential Urban – 1 (RU-1). Per the Assessor's website, the site has a one-story single-family principal dwelling structure constructed circa 1950 with a ground floor area of 912 sq. ft.

Site Zoning History
On November 2025, the applicant submitted a Certificate of Occupancy (COO) for home occupation for child care and has been issued for seven (7) children at the subject location. However, it cannot be occupied as a home occupation (day care) as the applicant does not reside in the existing structure.

On December 17, 2025, the Board of Adjustment approved Docket BOA 2015-0122 for variations to allow a group day care home at the subject property, see pages 15-16 of this report for said notice of disposition.

Relevant Unified Development Code Clauses
Section 2.5.2- Use Table Key

Key: Blank Cell = Not Permitted ■ = Permitted □ = Special Use Approval C = Conditional Use Permit ✦ = Significant Neighborhood Structure Conditional Use Permit

USE CATEGORY	PRINCIPAL USE	P	OS	FW	CA	CIV	R-MP	R-E	R-15	R-10	R-8	R-6	R-3	RU-1	RU-2	RU-3	RU-4	RU-5	R-W	OG	MU*	CMU-1	CMU-2	CMU-3	CBD	CMP-1	CMP-2	EMP	WD	IH	Use Standard
Day Care (see 2.9.3B)	Adult day-care program					■		□	□	□	□	□	□	□	□	□	□	□	□	■		■	■	■	■	■	■	■			
	Group Day Care Home (5 to 12 persons)					■	□	□	□	□	□	□	□	□	□	□	□	□	□	■	■	■	■	■	■	■	■	■			2.6.2B
	Child Care Center (13+ persons)					■	□	□	□	□	□	□	□	□	□	□	□	□	□	■	□	■	■	■	■	■	■	■			2.6.2B
	Drop-in Child Care Center (15+ persons)																			■		■	■	■	■	■	■	■	□	□	2.6.2B
	Nursery School, Preschool					■	□	□	□	□	□	□	□	□	□	□	□	□	□	■		■	■	■	■	■	■	□	□		2.6.2B

Site Plan Review
The site plan shows the existing 912 sq. ft. existing structure with 11 ft. driveway and fenced backward.

Analysis
The applicant is requesting to allow a group day care home (5 to 12 persons) in Residential Urban – 1 (RU-1) zoning district.

The Fairfax Street being a minor street and the subject property is located more than 150 ft. (measured from property line) of an intersecting arterial, this site does not meet the standard of UDC Sub-Section 2.6.2B. On December 17, 2025, the BOA approved a variance to allow a group day care home at the subject property more than 150 feet of an intersecting arterial, see pages 15-16 of this report for said notice of disposition.

On November 2025, the applicant submitted a Certificate of Occupancy (COO) for home occupation for child care and has been issued for seven (7) children at the subject location. At that time applicant submitted approval from the Tennessess Division of Fire Prevention for seven (7) children and from the Shelby County Health Department with the capacity of twelve (12) children. However, it cannot be occupied as a home occupation (day care) because the applicant does not reside in the existing structure. If this SUP is approved, the applicant is required to obtain an approval by the Tennessess Division of Fire Prevention for twelve (12) children.

The surrounding land uses are single-family residential, industrial and vacant lot, see page 7 of this report. There are existing industrial land uses on the east side of subject property. However, on the west side of the Fairfax St is mostly residential uses. The block that includes the subject property have existing thirteen single-family

detached residential home, one single-family attached residential home, one place of worship and one small vehicle storage lot.

Also, the proposal is constant with Memphis 3.0 plan, see pages 18-20 of this report.

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. Any future improvements to the property (including but not limited to the installation of playground equipment) shall be submitted to the Division of Planning and Development for administrative review and approval.

NOTICE OF DISPOSITION

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

BOARD OF ADJUSTMENT NOTICE OF DISPOSITION

TO: Sheree Coleman
875 W Poplar Ave, Suite 23-149
Collierville, TN 38017

DATE: December 18, 2025
DOCKET: BOA 2025-0122
1333 Fairfax Street

Sent via electronic mail to: Moss_ShereeC@yahoo.com

On December 17, 2025, the Memphis and Shelby County Board of Adjustment ***approved*** your application requesting variance from Paragraph 2.6.2B(2) of the Memphis and Shelby County Unified Development Code to allow a group day care home on a minor street more than 150 feet of an intersecting arterial, subject to the following conditions:

1. Any change or deviation from the site plan or elevations upon the determination of the Zoning Administrator shall be submitted to the Board of Adjustment for review and approval or administrative review and approval by the Division of Planning and Development.

2. Should no special use permit be approved by the Memphis City Council by December 17, 2026, this variance shall be rendered null and void.

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

Respectfully,
Nabanita Nira
Planner II
Land Use and Development Services
Division of Planning and Development

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

File

Encl: Approved plan(s)

SITE PLAN

Page 2 of 2

DEPARTMENTAL COMMENTS

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

City Engineer: No comments received.

City Fire Division:

1. All design and construction shall comply with the 2021 edition of the International Fire Code with local amendments and referenced standards.

2. Fire apparatus access shall comply with section 503.

3. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6.

4. Fire protection water supplies (including fire hydrants) shall comply with section 507.

5. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternate methods of protection are provided.

6. IFC 510 In-building two-way emergency responder communication coverage shall be provided in all new and existing buildings. Buildings and structures that cannot support the required level of coverage shall be equipped with systems and components to enhance signals and achieve the required level of communication coverage.

7. A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

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:

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 2025-030

Site Address/Location: 1333 Fairfax St
Overlay District/Historic District/Flood Zone: N/A
Future Land Use Designation: Anchor Neighborhood-Mix of Building Types (AN-M)
Street Type: N/A

The applicant is seeking a special use permit to allow a group day care home.

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

1. Future Land Use Planning Map

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

2. Land Use Description/Intent

Anchor Neighborhood-Mix of Building Types (AN-M) are walkable neighborhoods within a 5 – 10-minute walk of a Community Anchor. These neighborhoods are made up of a mix of single-unit and multi-unit housing. Graphic portrayal of AN-M is to the right.

"AN-M" Form & Location Characteristics

NURTURE/SUSTAIN - Primarily detached, single-family residences. Attached single-family, duplexes, triplexes and quadplexes permitted on parcels within 100 feet of an anchor and at intersections where the presence of such housing type currently exists; Other housing and commercial types along avenues, boulevards and parkways as identified in the Street Types Map where same types exist on two or more adjacent parcels. Height: 1-3 stories. Scale: house-scale.

ACCELERATE: Primarily detached, single-family house-scale residences of 1-3 stories in height. Attached, house-scale single-family, duplexes, triplexes and quadplexes of 1-3 stories in height permitted on parcels within 200 feet of an anchor and at intersections where the presence of such housing type currently exists. Building-scale large homes and apartments of 2-4 stories in height permitted on parcels within 100 feet of an anchor; at intersections where the presence of such housing type currently exists at the intersection. Other housing and commercial types along avenues, boulevards and parkways as identified in the Street Types Map where same types exist on one or more adjacent parcels.

"AN-M" Zoning Notes

Generally compatible with the following zone districts: RU-2, RU-3, RU-4, R-SD, R-R, MDR, and CMU-1 when located along avenues, boulevards, and parkways as identified in the Street Types Map, in accordance with Form and characteristics listed above.

Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Single-Family, RU-1

Adjacent Land Use and Zoning: Single-Family Vacant, IH and 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*

3. Degree of Change Map

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

4. Degree of Change Description

Nuture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place

The proposed building is a private investment and infill development contextually compatible with the anchor neighborhood. – Allow a broader mix of uses

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

Actions 1.5.8 Create or expand neighborhood-based entities to assist with and support the revitalization of Community Anchors.

6. 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 a group day care home.

This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning.

The proposed building is a private investment and infill development contextually compatible with the anchor neighborhood. – Allow a broader mix of uses

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

MEMPHIS AND SHELBY COUNTY
DIVISION OF PLANNING AND DEVELOPMENT

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 **Wednesday, December 31, 2025 at 8 AM.**

CASE NUMBER: SUP 2025-030
ADDRESS: 1333 Fairfax Street
REQUEST: To allow a group day care home
APPLICANT: Sheree Colman

Meeting Details
Location: Council Chambers
City Hall 1st Floor
125 N Main St.
Time: 9:00 AM
Date: Thursday, Jan. 8, 2026

Staff Planner Contact:
Nabanita Nira
nabanita.nira@memphistn.gov
(901) 636-7406

VICINITY MAP

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

100 Notices Mailed 12/18/2025

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, Sheree Coleman *, being duly sworn, depose and say that at _____ am/pm on the* 23 *day of* December *, 20* 25 *, I posted* 1 *Public Notice Sign(s) pertaining to Case No.* SUP 2025-030 *at* 1333 Fairfax St. Memphis, TN. 38108 *providing notice of a Public Hearing before the (check one):*

X 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.

Sheree Coleman
Owner, Applicant or Representative

12/23/2025
Date

Subscribed and sworn to before me this 23 *day of* Dec *, 20* 25.

Kim R Vaughn
Notary Public

MY COMMISSION EXPIRES
AUGUST 14, 2029

My commission expires: _____

KIM R VAUGHN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

MEMPHIS AND SHELBY COUNTY
DIVISION OF PLANNING AND DEVELOPMENT
PUBLIC NOTICE
AN APPLICATION HAS BEEN FILED FOR A
Special Use Permit
ON THIS PROPERTY.
A PUBLIC HEARING WILL BE HELD.
CASE NO: [SUP 2025-030]
INFORMATION: 901-636-6619

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: September 29, 2025

Record Number: SUP 2025-030

Expiration Date:

Record Name: Keen Scholars Learning and Enrichment Center

Description of Work: Group Home Childcare Center: Proposing to increase the Residential Home Occupation "Childcare with 7 or less is a use by Right" in accordance with Table 2.5 - Permitted Use Table and Section 2.7.4 under UDC to a Childcare with 15 or less.

Parent Record Number:

Address:
1333 FAIRFAX ST, MEMPHIS 38108

Owner Information

Primary	Owner Name
Y	LITTLE RIVER TN 002 LLC

Owner Address | **Owner Phone**

606 N LARCHMONT BLVD, LOS ANGELES, CA 90004

Parcel Information

042055 00016

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Lucas Skinner
Date of Meeting	09/23/2025
Pre-application Meeting Type	Phone

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	-

GENERAL PROJECT INFORMATION

Is this application in response to a citation, stop work order, or zoning letter	Yes
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	Zoning Letter

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	No, It will not
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	Yes, it will be
UDC Sub-Section 9.6.9C	Yes, it will be
UDC Sub-Section 9.6.9D	No, it will not be
UDC Sub-Section 9.6.9E	Yes, it will
UDC Sub-Section 9.6.9F	No, it will not

GIS INFORMATION

Case Layer	Z88-157
Central Business Improvement District	No
Class	R
Downtown Fire District	No
Historic District	-
Land Use	SINGLE-FAMILY
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	RU-1
State Route	-
Lot	0155
Subdivision	SOUTH FAIRFAX
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
SHEREE COLEMAN

Contact Type
APPLICANT

Address

Phone
(901)871-7313

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1681202	Child Care Center (13+ children)	1	250.00	INVOICED	0.00	09/29/2025
1681202	Credit Card Use Fee (.026 x fee)	1	6.50	INVOICED	0.00	09/29/2025

Total Fee Invoiced: $256.50 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$256.50	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, Patrick Hamilton (Print Name) _____ (Sign Name) state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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

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

of the property located at 1333 Fairfax Street, Memphis, TN. 38108 _____
and further identified by Assessor's Parcel Number 042055 00016 _____,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 29 day of September in the year of 2025.

JEANNE M. HAMILTON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. SEPT. 26, 2027

Jeanne M. Hamilton
Signature of Notary Public

9/26/2027
My Commission Expires

LETTER OF INTENT

ATTN: Land Use Control Board- Special Use Permit
Division of Planning and Development
Memphis and Shelby County
City Hall
125 N. Main Street, Suite 468
Memphis, TN. 38103

November 24, 2025

To Whom It May Concern:

My name is Sheree Coleman and I am submitting this Letter of Intent to inform you of the intentions I have for property 1333 Fairfax Street, Memphis, TN. 38108. My intention for this property is to operate a Group Home Childcare Center with a maximum of 12 children at any given time. The operations will be from 6am to 10pm Monday through Friday for children ages 6 weeks to 5yrs during school season and 6 weeks to 12yrs during the summer for summer camp to assist the working-class families and business employees in the area with quality childcare services at a time that works best for them. I have not intentions on living in the property. It will only be for the business needs.

Currently, DHS will allow a maximum of 12 children due to the property meeting the requirements and having ample space both inside the home and out. Also, according to the Use permitted by right in accordance with Table 2.5 – Permitted Use Table and Section 2.7.4 (Home Occupations) of the Joint Memphis and Shelby County Unified Development Code (UDC), by right, I can only have 7 children during business operations at any given time and I am petitioning to increase that to 12 children.

Please let me know what is required of me to meet the requirement of this request to I can move forward with my plans and goals for this childcare center.

Thank you for your time and considerations,

Sheree Coleman
Owner/Director
Keen Scholars Learning and Enrichment Center

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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Owner Address **Owner Phone**

606 N LARCHMONT BLVD, LOS ANGELES, CA 90004

Parcel Information

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Date of Meeting	09/23/2025
Pre-application Meeting Type	Phone

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	-

GENERAL PROJECT INFORMATION

Is this application in response to a citation, stop work order, or zoning letter	Yes
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	Zoning Letter

APPROVAL CRITERIA

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UDC Sub-Section 9.6.9E	Yes, it will
UDC Sub-Section 9.6.9F	No, it will not

GIS INFORMATION

Case Layer	Z88-157
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Class	R
Downtown Fire District	No
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Land Use	SINGLE-FAMILY
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State Route	-
Lot	0155
Subdivision	SOUTH FAIRFAX
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
SHEREE COLEMAN

Contact Type
APPLICANT

Address

Phone
(901)871-7313

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
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Total Fee Invoiced: $256.50 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$256.50	Credit Card

ATTN: Land Use Control Board- Special Use Permit
Division of Planning and Development
Memphis and Shelby County
City Hall
125 N. Main Street, Suite 468
Memphis, TN. 38103

November 24, 2025

To Whom It May Concern:

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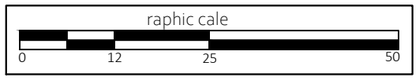
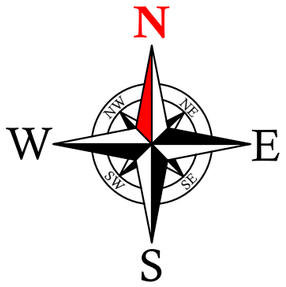
Thank you for your time and considerations,

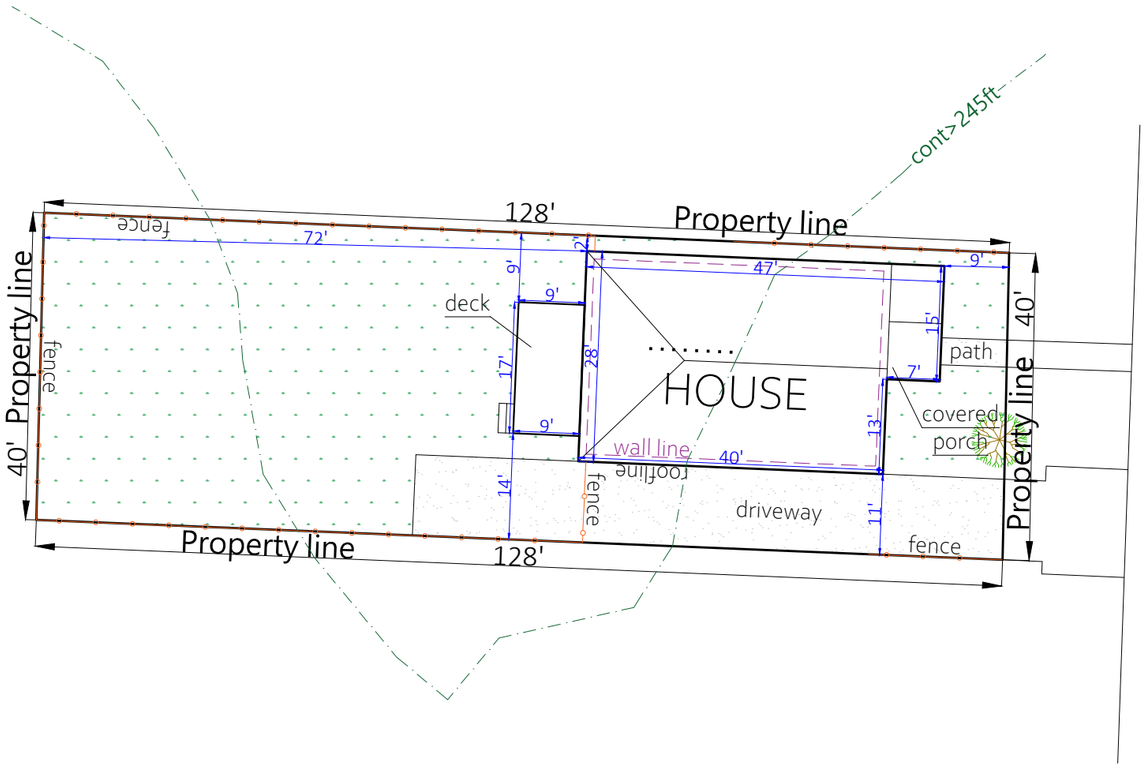
Sheree Coleman
Owner/Director
Keen Scholars Learning and Enrichment Center

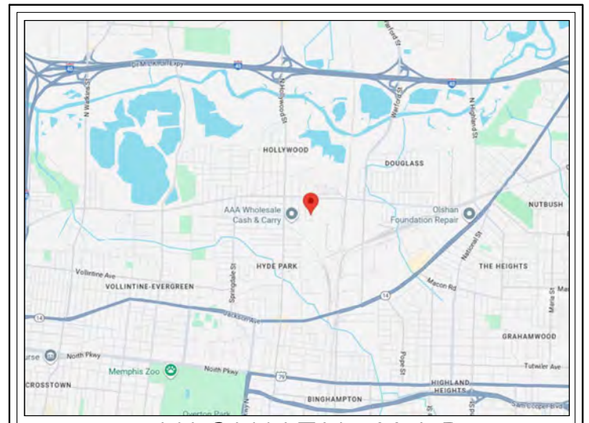
SITE PLAN

Address: 1333 Fairfax St
Memphis, TN 38108
Parcel ID: 042-055- - -00016
Lot area: 0.12 Acres
Plot Size: 11"x17"
Drawing scale: 1"=20'



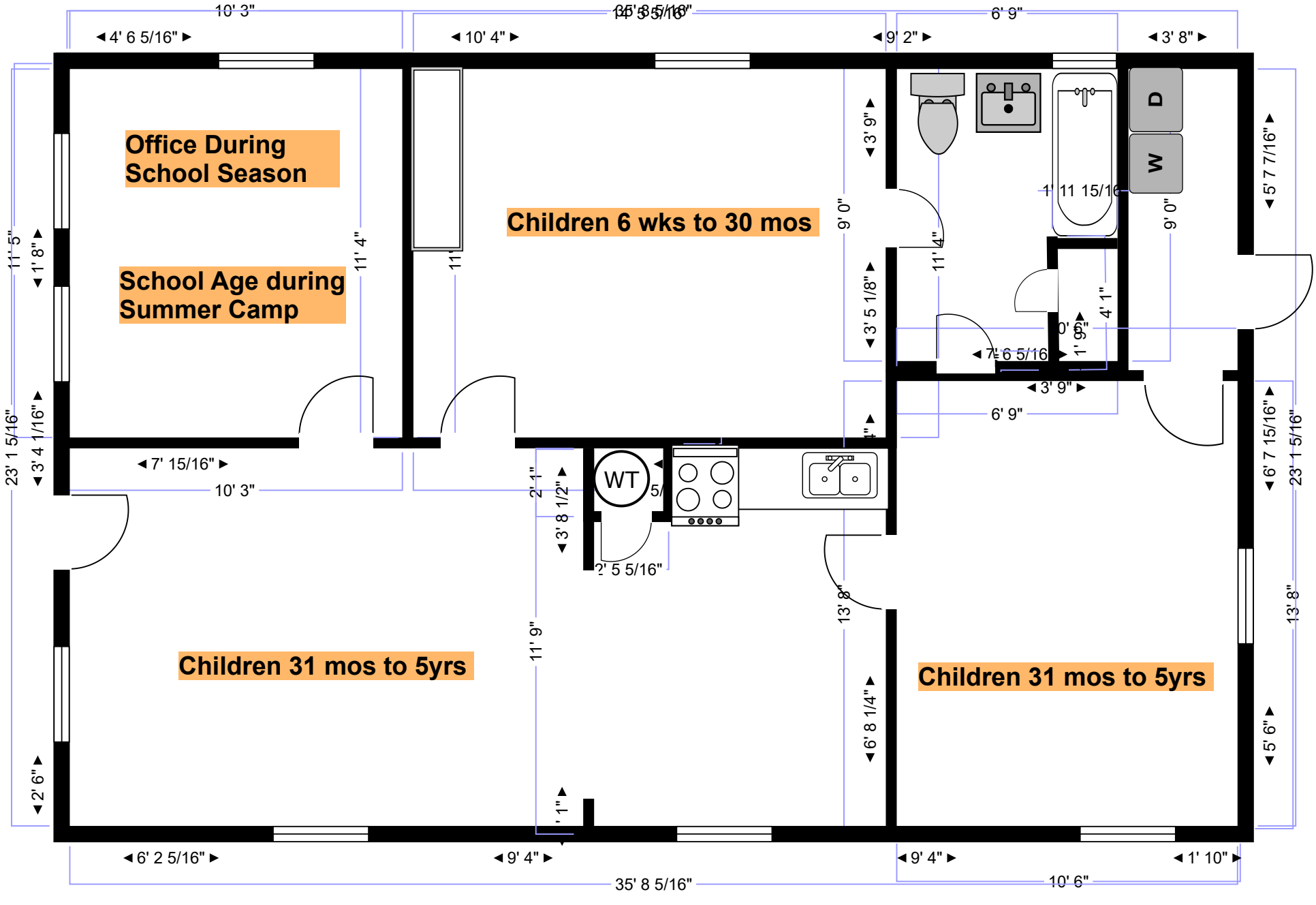






VICINITY MAP

BuyaSitePlan
Fast and Quality Site Plans


Office During School Season
School Age during Summer Camp
Children 6 wks to 30 mos
Children 31 mos to 5yrs
Children 31 mos to 5yrs
WT
D
W
10' 3"
4' 6 5/16"
10' 4"
9' 2"
3' 8"
6' 9"
11' 5"
1' 8"
3' 4 1/16"
23' 1 5/16"
11' 4"
7' 15/16"
10' 3"
3' 9"
9' 0"
3' 5 1/8"
11' 4"
1' 11 15/16"
4' 1"
1' 9"
7' 6 5/16"
3' 9"
6' 9"
5' 7 7/16"
6' 7 15/16"
23' 1 5/16"
13' 8"
2' 1"
3' 8 1/2"
2' 5 5/16"
11' 9"
13' 8"
6' 8 1/4"
5' 6"
2' 6"
1"
6' 2 5/16"
9' 4"
9' 4"
1' 10"
35' 8 5/16"
10' 6"

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, Patrick Haralson (Print Name) _____ (Sign Name), state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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

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

of the property located at 1333 Fairfax Street, Memphis, TN. 38108 _____
and further identified by Assessor's Parcel Number 042055 00016 _____,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 29 day of September in the year of 2025.

JEANNE M. HAMILTON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. SEPT. 26, 2027

Jeanne M. Hamilton
Signature of Notary Public

9/26/2027
My Commission Expires

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.

23077710

09/14/2023 - 02:51:30 PM

4 PGS	
JENNIFER 2621501-23077710	
VALUE	850000.00
MORTGAGE TAX	0.00
TRANSFER TAX	3145.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	3170.00

WILLIE F. BROOKS JR

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: http://register.shelby.tn.us Email: register@shelbycountytn.gov

WARRANTY DEED

THIS INDENTURE, made and entered into as of the 25th **day of August, 2023**, by and between **HPM Properties, LLC,** party of the first part, and **Little River TN, 002, LLC,** party of the second part,

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

Please see attached Exhibit "A" for Legal Descriptions and Derivation Clauses

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

The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT

Parcel 1: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 7, Page 41;
Parcel 2: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 7, Page 109; Amendment to Subdivision Restrictions in Book 1657, Page 270;
Parcel 3: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 7, Page 21;
Parcel 4: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 5, Page 132;
Parcel 5: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 9, Page 51;

All as shown in the aforesaid Register's Office; and 2024 City of Memphis and 2023 Shelby County real estate taxes, which the party of the second part hereby assumes and agrees to pay;

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

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

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

HPM Properties LLC

BY: _____
Patrick Haralson, Member

****

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, of the State and County aforesaid, personally **Patrick Haralson**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a **Member of HPM Properties, LLC**, the within named bargainor, and that he as such **Member**, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as such **Member.**

WITNESS my hand and Notarial Seal at office this 24th **day of August, 2023.**

Notary Public

My Commission expires:

HAL C. STANLEY STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. JUNE 28, 2027

****

(FOR RECORDING DATA ONLY)

Property Addresses:

2420 Norman Avenue
Memphis, TN 38108
Tax Parcel ID: 042-024-00023

1333 Fairfax Street
Memphis, TN 38108
Tax Parcel ID: 042-055-00016

1315 Breedlove Street
Memphis, TN 38107
Tax Parcel ID: 040-007-00004

3067 Princeton Avenue
Memphis, TN 38112
Tax Parcel ID: 044-003-00004

3042 McAdoo Avenue
Memphis, TN 38112
Tax Parcel No. 044-008-00023

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $850,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this
the 31st day of August, 2023.

Notary Public

My Commission Expires:

DAWN JOHNSON STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. JUNE 2, 2025

Property Owner & Mail Tax Bills To:
Little River TN 002, LLC
606 N. Larchmont Blvd. Suite 4C
Los Angeles, CA 90004-1309

This instrument prepared by & Return To:
Stanley & Rainey, P.C.
7515 Corporate Centre Drive
Germantown, TN 38138

CTIC No. 11115689
Stanley & Rainey, P.C.#: 20230325

EXHIBIT "A"

Parcel 1:
2420 Norman Avenue, Memphis, TN 38108
Tax Parcel ID: 042-024-00023

Lot 252, Mayfield Subdivision as shown on plat of record in Plat Book 7, Page 41 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the Grantor by Warranty Deed filed of record at Instrument No. 21024259 in the aforesaid Register's Office.

Parcel 2:
1333 Fairfax Street, Memphis, TN 38108
Tax ID No. 042-055-00016

Lot 155 of the Union Land and Improvement Company's South Fairfax Subdivision as shown on plat of record in Plat Book 7, Page 109 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the Grantor by Warranty Deed filed of record at Instrument No. 21105428 in the aforesaid Register's Office.

Parcel 3:
1315 Breedlove Street, Memphis, TN 38107
Tax ID No. 040-007-00004

Lots 6, 7 & 8, Block 5, F.M. Guthrie's North Breedlove Subdivision as shown on plat of record in Plat Book 7, Page 21 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the Grantor by Warranty Deed filed of record at Instrument No. 22031596 in the aforesaid Register's Office.

Parcel 4:
3067 Princeton Avenue, Memphis, TN 38112
Tax ID No. 044-003-00004

Lots 24 & 25, Block D, Eastern Heights Subdivision as shown on plat of record in Plat Book 5, Page 132 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the Grantor by Warranty Deed filed of record at Instrument No. 22044153 in the aforesaid Register's Office.

Parcel 5:
3042 McAdoo Avenue, Memphis, TN 38112
Tax Parcel ID: 044-008-00023

Lot 22, and the east 20 feet of Lot 23, Block A, Beaty and Stanley Home Site Subdivision of Lots 10, 11 & 12, Geo L. Holmes Subdivision. as shown on plat of record in Plat Book 9, Page 51 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the Grantor by Warranty Deed filed of record at Instrument No. 22044152 in the aforesaid Register's Office.

CERTIFICATION OF AN ELECTRONIC DOCUMENT

I, Hal C. Stanley, do hereby make oath that I am a licensed attorney and/or custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Hal C. Stanley, Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me on the 31st day of August, 2023, the undersigned notary public for this county and state, Hal C. Stanley, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

My Commission Expires:

DAWN JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMM. EXP. JUNE 2, 2025

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

ZV 2025-469

September 23, 2025

SHEREE COLEMAN
Moss_ShereeC@yahoo.com

RE:	**Certificate of Zoning**	**Parcel ID No.**
	1333 FAIRFAX ST	042055 00016

Dear Applicant,

This letter is in response to your request for zoning information regarding the above referenced property.
To wit:

- **The current zoning classification for the subject property is:**
  Zoning: RU-1
  Underlying Entitlements: Z88-157

- **Is the subject property located within an Overlay District?:**

No, it is not within an Overlay District.

- **Information regarding variances, special permits/exceptions, ordinances or conditions:**

There do not appear to be any special zoning dispensations that apply to the subject property.

- **The current Residential Home and proposed use Childcare Center - Up to 15 kids of the subject is a:**

Please note:

A Home Occupation for childcare (7 or less kids) is a use by right at this location.

However, an in-home childcare center (8 or more kids) will require a Special Use Permit, subject to the approval of the Land Use Control Board and the Memphis City Council, and a Variance, subject to the approval of the Board of Adjustment.

Link to the Unified Development Code:
https://www.develop901.com/landuse-developmentservices/zoningSubdivisionAdministration

The above information contained herein was researched on 9/23/2025.

It is believed to be accurate and is based upon, or relates to, the information supplied by the requestor. No guarantees as to the accuracy of the data and information provided above are expressed or implied. This office is not responsible for any loss of profit, indirect, incidental, special, or consequential damages arising out of the use of the information provided above and assumes no liability for error and/or omission associated with this determination. All of the information contained herein was obtained from public records, which may be inspected during regular business hours.

Further information pertaining to the Unified Development Code may be obtained by visiting https://www.develop901.com/landuse-developmentservices or by contacting staff in the Land Use and Development Services Section of the Memphis and Shelby County Division of Planning and Development.

For more information or a more legible copy of any platted Planned Developments (PD-) or Subdivisions (S-), please visit the Register of Deeds site here: https://gis.register.shelby.tn.us and search by the parcel ID number or address.

If you have questions regarding this matter, please feel free contact me at (901) 636-6619 or via email at firstname.lastname@memphistn.gov LUCAS.SKINNER@MEMPHISTN.GOV.

Respectfully,

Lucas Skinner
Planner III
Land Use & Development Services

Grind City
PROPERTY MANAGEMENT

The following items are the "highlights" of our Property Management Agreement (PMA). This 7-point overview will help facilitate discussion of the major points of the agreement. Please review at your leisure and get back to us with any questions or concerns.

1. You are engaging Grind City Property Management (GCPM) to lease and manage your property. This means we have the authority to determine things such as tenant selection, rental rates, and credit policies for screening prospective tenants. It also means we have your permission to enter into service agreements in association with your property – such as for repairs and maintenance, or utilities.

2. The Agreement is for 1 Year.

3. All Property Management Fees and Expenses will be deducted from rental income prior to distributing.
    a. Property Management Fee: **10% of Gross Rental Income**
    b. Leasing Fee: **$200** for new tenants, **$100** for renewal tenants
    c. Section 8 Leasing Fee: **$200** for new Section 8 tenants, **$100** for renewal Section 8 tenants.
    d. Repair & Maintenance Markup: **10% of R&M expense**

4. We distribute your net rental income on the 5th of the month following the month in which it was collected. **Example:** if June rent is collected on June 3rd, you will receive that rent (less applicable expenses) on July 5th (or the next business day).

5. At the onset of this agreement, you will submit a deposit to us in the amount of **$125 per rental unit for multi-family**. **For single-family home $300**. This money goes into an operating account that is used to pay operating expenses for the property in the event that the rental income is insufficient. If unused, this money will be returned to you at the termination of the agreement.

6. We are not allowed to authorize any single repair expense over **$500** without your express approval, except in the event of an emergency (as defined in the Agreement).

7. If you opt not to renew this agreement at the end of your term, a written notice must be submitted to our offices at least 30 days in advance at **2868 Summer Oaks Dr, Ste. 115, Bartlett, TN 38134**

Thanks for being part of the Grind City Family - we look forward to serving you and being a key part of your financial success!

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PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement ("Agreement") is entered into this the 14th day of May, 2024 ("Effective Date"), by and between Little River TN 001, LLC ("Managing Member"), and Grind City Property Management, LLC ("Manager") (collectively with Owner, "Parties").

SECTION 1. Appointment of Manager:

1.1 Appointment and Acceptance: Owner hereby engages Manager as its sole and exclusive property manager to lease and manage the property(ies) described in **Exhibit A**, attached hereto and incorporated herein by reference, to which properties may be added from time to time upon mutual agreement of Owner and Manager (individually, a "Property", collectively, the "Properties"). Except as otherwise specifically provided in this Agreement, Manager shall have exclusive responsibility, authority, discretion and control in all matters relating to the operation, management and maintenance of the Properties, including, without limitation: tenant selection, rental rates, credit policies, maintenance and repairs, and, generally, all activities that Manager may reasonably determine to be necessary or appropriate for the operation, management and maintenance of the Properties. Manager shall operate, manage, and maintain the Properties in accordance with the customary standards of Manager in its management of housing ("Services"). Manager accepts the engagement and agrees to furnish the Services in accordance with the terms and provisions contained herein.

1.2 Term: The initial term of this Agreement shall be for a period of one (1) year (the "Initial Term") commencing on the Effective Date unless otherwise set forth in writing by the Parties. This Agreement shall extend for additional terms of one (1) year from the Effective Date unless and until this Agreement is terminated as provided in Section 17 herein. Unless otherwise agreed by the Parties, Manager shall begin its provision of Services on the first day of the first month following the Effective Date.

1.3 Initial Deposit to Trust Accounts: Immediately upon commencement of this Agreement, Owner shall remit to Manager an amount not less than ____N/A____ in order to fully fund all then-existing tenant security deposits for all rented Dwelling Units at the Owner's Property(ies).

SECTION 2. Manager's Compensation and Expenses:

2.1 Compensation: As compensation for the Services provided by Manager under this Agreement (and exclusive of Manager's retention or reimbursement of Expenses to which Manager is entitled hereunder),

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Manager shall be entitled to the following compensation:

(a) *Property Management Fee*. Ten percent (10%) of the total gross collected rents per rentable dwellings in the Property(ies) ("Dwelling Unit"). In the event that an Owner does not authorize Manager to rehabilitate or market a vacant Property or Dwelling Unit within a Property for more than sixty (60) days, Manager shall be entitled to a Fee of Thirty-Five Dollars ($35.00) for each such Dwelling Unit (collectively with percentage of collected rent, "Property Management Fee"). Gross rents shall not be deemed to include income arising out of the sale of real property or the settlement of fire or other casualty losses and items of a similar nature received by Owner; however, any portion of an insurance settlement that provides for loss of rents shall be considered part of gross rents and subject to Manager's Property Management Fee.

(b) *Leasing Fee*: *New Tenants*. Two hundred dollars ($200) for each executed non-Section 8 new tenant lease (the "New Tenant Leasing Fee"), and Two hundred ($200) for each executed Section 8 new tenant lease. If such a new tenant vacates within six (6) months of the lease term, Manager will waive the above leasing fee (or credit Owner's account) unless the tenant's vacation of his/her Dwelling Unit is caused by the act or omission of Owner.

2.2 Renewal Tenants*:* One Hundred Dollars ($100) for each renewal of a lease executed by a current non-Section 8 tenant of such Property (the "Renewal Fee", and collectively with the Tenant Leasing Fee, the "Leasing Fee") (collectively with Property Management Fee, "Fees"), and One Hundred Dollars ($100) of the first month's rent for each renewal of a lease executed by a current Section 8 tenant.

2.3 Additional Services: Should Owner wish Manager to perform services which are not included in Section 1.1 of this Agreement, the Parties shall meet to discuss and to agree upon the additional compensation to be paid by Owner to Manager for such additional services.

2.4 Remittance to Owner: Not less than ten (10) days following the end of each month, Manager shall remit to Owner the rents collected by Manager, minus the Fees, Expenses (as hereinafter defined), payable interest, and any other amounts owed to Manager pursuant to this Agreement ("Owner Income"). Manager shall, with each such remittance of Owner Income, provide Owner with a statement setting for all gross rent collected for the Owner's Property(ies) and all other payable fees and Expenses for the Property(ies) ("Monthly Statement") for the preceding month. In the event that the rents collected for the Owner's Property(ies)and in the Operating Account, as hereinafter defined, are insufficient to pay/reimburse Manager for the fees and/or Expenses to which it is entitled, Owner shall pay Manager such amount within fifteen (15) days of receipt of the Monthly Statement.

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2.5 Interest on Paid Sums: Any sums payable to Manager under any provision of this Agreement, and not paid within fifteen (15) days after such sums have become due shall bear interest at the rate of the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate permitted by law.

SECTION 3. Collection of Rents and Other Receipts: Manager shall collect (and give receipts for, if necessary) all rents, charges and other amounts received in connection with the management and operation of the Properties. All security deposits (excluding non-reimbursable cleaning fees and the like) shall be deposited into a trust account as determined by Manager. Except as otherwise explicitly provided in this Agreement, Manager shall not be liable to Owner for any uncollected rents, other income, or bad debt. Any late fees collected from tenants pursuant to such tenants' leases shall be retained by Manager in consideration for time and expense spent by Manager in collection efforts. Any pet fees collected from tenants pursuant to such tenant's leases shall be delivered to Owner in consideration of maintenance expense.

SECTION 4. Expenses.

4.1 Operating Expenses: Manager shall retain from collected rents any and all expenses and costs incurred in providing the Services, including but not limited to, utility, repair, and maintenance expenses, and all other operating and rental expenses (collectively, "Expenses"). Owner has sole ultimate responsibility for the payment of all Expenses for the Properties and, in the event that Manager's collected rents and the relevant Operating Account are insufficient to reimburse Manager for such Expenses, Owner shall pay any such insufficiency in accordance with Section 2.4. All such Expenses shall be made by Manager solely on behalf of Owner and not as a principal. If payment is not made within such period, interest shall accrue at the annual rate of the lesser of twelve percent (12%) or the maximum rate permitted by law.

4.2 Operating Account: Immediately upon commencement of this Agreement, Owner shall remit to Manager at least One Hundred Twenty-Five Dollars ($125.00) per Dwelling Unit for Multi-Unit Properties and/or Three Hundred Dollars ($300.00) per Single family home to be maintained in an Operating Account and to be applied towards the costs and expenses of operating each Property of Owner managed by Manager, including, but not limited to, utility and maintenance charges, Manager's fees, and all other operating and rental expenses set forth herein. Rents collected by Manager shall be primary and the Operating Account secondary for the payment of Manager's Fees and Expenses under this Agreement. Owner shall ensure that a minimum balance of One Hundred Twenty-Five Dollars ($125.00) per Dwelling Unit for multi unit properties and Three Hundred dollars($300.00) for single family homes shall be deposited and kept in the Operating Account(s) throughout the entire term of this Agreement,

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and any renewals or extensions thereof, and shall be replenished by the Owner as necessary to maintain said minimum balance. Manager's Monthly Statements shall include the balance of each Property's Operating Account.

4.3 Owner Approval of Certain Expenses: Excepting utility expenses incurred by Manager for a Property, no single third-party expenditure by Manager in excess of Five Hundred Dollars ($500.00), including, but not limited to labor, materials, or otherwise in connection with the maintenance and repair of a Property, shall be allowable without prior approval of Owner, which shall not be unreasonably withheld, conditioned, or delayed. In the event that Manager deems any such expense over $500 to be necessary or advisable, it shall submit a request for approval to Owner, to which Owner shall respond within five (5) days. Any failure by Owner to timely respond to such request for approval shall conclusively be construed to be approval of such expense. Notwithstanding the foregoing ceiling on expenses without Owner approval, in the event of an emergency, owner authorizes Manager to authorize any reasonable expenditure which, in Manager's sole discretion, is necessary or required because of danger to life or property, or which is immediately necessary for the preservation and safety of the Property(ies) or the safety of the tenants and occupants thereof, or if required to avoid the suspension of any necessary service to the Properties, or to comply with any applicable federal, state, or local laws, regulations, or ordinances, including, but not limited to, lack of essential services such as gas or electricity, HVAC issues when temperatures are below fifty-five (55) degrees Fahrenheit or above eighty (80) degrees Fahrenheit, lack of running water, or lack of a functioning toilet. Manager shall, however, as soon as reasonably possible, notify Owner in detail, concerning such expenditures. Payment or reimbursement for such extraordinary Expenses shall be made in accordance with Section 2.4 and 4.1.

SECTION 5. [*INTENTIONALLY DELETED*]

SECTION 6. Leasing and Renting:

6.1 Manager's Ability to Lease Properties: Manager shall use reasonable commercial efforts to keep the Properties rented by procuring tenants for the Properties. Manager is authorized to negotiate, prepare, and execute all rental agreements, including all renewals and extensions of rental agreements, and to cancel and modify existing rental agreements. The following rental policies shall apply:

(a) Manager will offer the Properties to prospective residents for rent.

(b) The Manager will take and process applications for

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rentals. If an application is rejected, the applicant will be told the reason for rejection, and the rejected application, with reason for rejection noted thereon, will be kept on file for one (1) year. The Manager shall use commercially reasonable standards to select or reject applicants, provided the Manager shall not discriminate in the selection of prospective tenants on the basis of race, color, creed, ethnic origin, national origin, religion, or any other basis which violates applicable federal, state and local housing discrimination laws.

(c) Manager will prepare all leases. Owner authorizes Manager as Owner's attorney in fact to execute the same in its name.

(d) Manager will collect, deposit, and disburse security deposits, if required, in accordance with the terms of each tenant's lease and applicable law. Security deposits will be deposited by the Manager in an account, separate from all other accounts and funds, with a bank or other financial institution insured by the Federal Deposit Insurance Corporation and in accordance with applicable law.

(e) Manager shall not adopt or administer any rental policy in violation of any housing, landlord-tenant or other applicable law.

6.2 Marketing: Manager is authorized to advertise the Properties for rent, using periodicals, signs, plans, brochures or displays, or such other means as Manager may deem proper and advisable. Manager is authorized to place signs on a Property, provided such signs comply with applicable laws. The cost of such advertising shall be paid by Manager with no reimbursement of Owner unless Owner requests marketing methods that are not incurred in Manager's ordinary course of business, in which event, if Owner wants Manager to exercise such marketing methods, Owner and Manager shall agree to the expenditure and reimbursement of any such expenses. Owner hereby grants to Manager a limited, non-exclusive license to the intellectual property rights for Owner's Property(ies), including but not limited to any trademarks, copyrights, and trade secrets, for the purpose of Manager providing marketing and Services to Owner under this Agreement.

6.3 No Other Rental Agent: Unless otherwise agreed upon by the Owner and Manager, during the term of this Agreement, Owner shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to any leases for the Properties. Owner agrees to promptly forward all inquiries about leases or rental agreements to Manager.

6.4 Rental Rates: In consultation with Owner, Manager shall establish and set or revise all rents, fees or other deposits, and all

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other charges chargeable with respect to the Properties and their Dwelling Units. Manager shall be authorized to promote the occupancy of the Properties by granting rental concessions and other promotional bonuses to prospective and current tenants, after first consulting with Owner as to the nature, quantity and duration of such rental concessions and promotional bonuses.

6.5 Enforcement of Rental Agreements: Manager is authorized to institute and defend, in Owner's name and/or in the name of Manager, all legal actions or proceedings for the enforcement of any rental term, for the collection of rent or other income due to the Properties, or for the eviction or dispossession of tenants or other persons from the Properties and matters relating thereto. Manager is authorized to sign and serve such notices as Manager and Owner deem necessary for the enforcement of rental agreements, including the collection of rent and other income. Manager shall first obtain the authorization of Owner before entering into any compromise, settlement, or release of such legal action in consideration for less than all amounts then due, and such authorization shall not be unreasonably withheld, conditioned, or delayed by Owner. Any moneys for such settlements paid out by Manager shall be an operating Expense of the Properties. Reasonable attorney's fees, filing fees, court costs and other necessary expenditures incurred in the connection with such action shall be paid by Owner or, if initially paid by Manager, reimbursed directly to Manager by Owner. Unless otherwise directed by Owner, Manager may select the attorney or attorneys to handle any and all such litigation. Absent a finding of gross negligence or misconduct by Manager, Owner shall be responsible for all claims, damages and legal expenses relating to the lease or other housing statutes, whether brought against the Owner or Manager as the Manager of Owner.

6.6 Affiliates: Manager shall be permitted to provide its Services under this section through an affiliate of Manager.

SECTION 7. Limitation of Liability: Manager may consult with legal counsel, accountants and other consultants selected by it. Manager shall not be responsible for the misconduct, negligence, acts, or omissions of any consultant or independent contractor retained by Manager with respect to the Properties and shall assume no obligation concerning such consultants or independent contractors.

SECTION 8. Operations, Maintenance and Repairs:

8.1 Performance of Repairs: Unless otherwise specified by Owner, Manager is authorized to make or cause to be made, through Manager's employees, or through contracted services, including as specified in Section 8.2, all maintenance, repairs, and replacements reasonably necessary to preserve the Properties in its present condition and for the operating efficiency of the Properties, and all alterations required

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to comply with rental agreement requirements, government regulations or insurance requirements, all of which shall be considered Expenses, payable/reimbursable in accordance with Section 2.4 and Article 4 of this Agreement. If Owner selects a vendor for use on a Property, Owner shall indemnify and hold Manager harmless from any and all damages that arise from the use of such vendor. The Manager will receive and investigate all service requests from residents in a timely manner, take such action thereon as may be justified and will keep records of the same.

8.2 Fees for Work Performed by the Manager's Employees or Affiliates: Manager may cause repairs and replacement work to be performed by employees for Manager or by affiliates of Manager. Charges and fees by Manager and Manager's affiliates, which shall be considered Expenses, payable/reimbursable in accordance with Sections 2.4 and 4 of this Agreement, shall be reasonable and shall not be more than charges made by qualified independent contractors performing similar work, under similar circumstances, in the same geographical area as the Property.

8.3 Contracts, Utilities and Services: Manager shall have the authority to enter, either in its own name or Owner's, into agreements for all necessary repairs, maintenance, minor alterations, and utility services, and make contracts on Owner's behalf for electricity, gas, telephone, fuel, water, and such other goods and/or services required for the operation of the Properties. All utility deposits shall be the Owner's responsibility and be treated as operating Expenses herein.

SECTION 9. Relationship of Manager to Owner: Manager is engaged independently in the business of property management and acts hereunder as an independent contractor. Nothing contained in this Agreement shall be construed requiring Manager to bear any portion of losses arising out of or connected with the ownership or operation of the Properties. Manager does not warrant the financial performance of the Properties. Owner agrees to assume all financial risks of operating the Properties including any claims made against Manager while acting as Owner's Manager within the scope of its authority as provided herein. Owner agrees to hold Manager harmless for any and all claims arising prior to Manager's management of the Properties.

SECTION 10. Indemnification:

10.1 Indemnification by Owner: In addition to indemnification obligations set forth elsewhere in this Agreement, Owner agrees to indemnify, defend, protect, and hold harmless Manager and its affiliates, agents and employees, from any loss, cost, liability, or expense (including without limitation reasonable attorneys' fees) incurred (a) in any action arising from the Properties (not resulting from the action or inaction of Manager), (b) in defense of any claim, action or proceeding arising out of or in connection with Owner's default under

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this Agreement, or (c) any errors or prior actions taken by Owner and Owner's agents with respect to any tenant security deposits that may have been collected by Owner or Owner's agents prior to the effective date of this Agreement. Manager shall promptly notify Owner in writing of any such claim, action or proceeding which may give rise to liability under this section and shall cooperate fully in connection with Owner's defense, negotiation, or settlement thereof. Notwithstanding the foregoing, Owner shall not be required to indemnity, defend, or hold Manager harmless against any loss, cost, liability or expense that arises as a result of Manager's breach or default under this Agreement or any act of negligence on the part of Manager, its agents or employees.

10.2 Waiver of Claims: Owner hereby waives any and all claims against Manager, including Manager's employees, agents, general partners and affiliates, for damage or injury to any property in, upon, or about the Properties, including but not limited to, the premises of the Properties, whether caused by peril, accident, theft or from any other cause whatsoever, other than solely caused by the gross negligence or willful misconduct of Manager.

10.3 Hazardous Material: Owner represents that it has no knowledge of Hazardous Material or conditions at any of the Properties except as Owner has informed Manager in writing. Owner shall defend, indemnity and hold harmless Manager from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including. without limitation, court costs and reasonable attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, Manager for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Properties into or upon any land, the atmosphere, or any water course, body of water or wetland of any Hazardous Material which exists on, under or at the Properties at any time during the term of this Agreement, and from time to time (including. without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under applicable law). For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental; Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material.

10.4 Scope of Indemnity: Any Party's duty to indemnify any other

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Party hereunder shall include the obligation to defend the indemnified Party in any such action. All costs and expenses of such defense shall be borne by the indemnifier. In the event the indemnitee deems it necessary or expedient to procure legal representation in such proceeding in order to protect the indemnities' rights therein, all costs and expenses of such defense (including but not limited to reasonable attorney's fees) shall be borne by the indemnitor. The indemnitor waives for itself and for its insurance carriers any rights of subrogation which the indemnitor's insurance carriers may have against the indemnities.

10.5 Term of Indemnification: The indemnification made by any Party to this Agreement, for and on behalf of any other Party to this Agreement, shall survive the termination of this Agreement.

SECTION 11. Insurance:

11.1 General Liability Insurance: At all times during the term of this Agreement, and at its sole cost and expense, Owner shall obtain and keep in force for the benefit of Owner and Manager Commercial General Liability Insurance through one or more primary and/or umbrella liability policies against claims for bodily injury, property damage, advertising injury and personal injury, and such policies shall provide contractual liability coverage as well. The policies shall be written on an occurrence basis with limits of not less than $1,000,000 per occurrence and in the aggregate for the term of the Agreement. Owner shall provide evidence to Manager of insurance required herein within five (5) business days of Manager becoming property manager of applicable Property(ies) and from time to time thereafter upon request by Manager.

11.2 Additional Insured and Primacy of Owner's Insurance: Manager shall be named as an additional insured on all of the above policies for all purposes connected to this Agreement. It is the intent of the Parties that the Owner's insurance be primary to any, if any, insurance procured by Manager. Said insurance purchased by Manager shall not contribute in any way. Owner will secure endorsements to this effect from all insurers of such policies.

11.3 Waiver of Subrogation: Manager and Owner hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to the Properties caused by fire or any other peril insured by a policy of insurance covering such property, to the extent of the proceeds of such insurance, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible; provided, however, that the foregoing release shall apply only to the extent of any recovery made by the suffering Party hereto under any such policy of insurance now or hereafter issued, and further provided that the foregoing release shall be ineffective, to the extent that it would otherwise invalidate any

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policy of insurance of the Parties hereto, now or hereafter issued.

11.4 General Provisions: All insurance shall be written with insurance companies reasonably approved by Manager. All insurance shall provide that notice of default or cancellation shall be sent to Manager as well as Owner and shall require a minimum of thirty (30) days' written notice to Manager prior to any cancellation of or changes to said policies. Owner agrees to provide Manager with certificates evidencing such insurance, including the additional insured endorsement, or with duplicate copies of such policies, including all endorsements, within ten (10) days of the execution of this Agreement or the amendment of **Exhibit A**, as applicable. If Owner fails to do so, Manager may, but shall not be obligated to, place said insurance and charge the cost thereof to Owner, plus the Administrative Services Fee.

SECTION 12. Manager Assumes No Liability: Manager assumes no liability whatsoever for any acts or omissions of Owner or any previous owners of the Properties, or any previous property managers or other agents of either Owner or Manager. Manager assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any rental agreement or otherwise unless solely caused by the gross negligence or willful misconduct of Manager. Owner shall be solely responsible for such violations, hazards or claims arising from such conditions. Owner shall be solely liable for all vendor claims and tenant claims, whether made against the Owner or Manager, for all acts or omissions of Manager within the scope of its agency; provided however, that Manager shall remain liable for the gross negligence or willful misconduct of its employees.

SECTION 13. Assignment of Rights and Obligations: Neither Party shall assign this Agreement without the consent of the other Party, provided that Manager may, from time to time, assign its rights and obligations under the terms and provision of this Agreement to (a) a subsidiary or affiliate of Manager or (b) any entity in connection with a merger, reorganization, or sale of all or substantially all of the assets of Manager, provided that such assignee, in each case, shall be duly licensed and otherwise capable of performing the Services of Manager under the terms and provisions of this Agreement. In the event of such assignment, notice shall be given to Owner, and upon the date of assignment as specified in such notice, Owner shall look solely to the assignee for the performance of all obligations of Manager under the terms and provisions of this Agreement. Subject to this Section 13 of this Agreement, as assignment shall be binding upon the Parties hereto and their respective personal representatives, heirs, administrators, executors, successors or assigns.

SECTION 14. Default: Each of the following events shall constitute an event of default by the Party in respect of which such event occurs (each, a "Default"):

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(a) the failure of such Party to pay any amounts required to be paid by it hereunder or to perform any of its obligations hereunder for a period of ten (10) days after the date on which notice of the failure has been given to the defaulting Party by the other Party;

(b) the filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy or similar creditor relief law;

(c) the entering of an order, judgment, or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating such Party as bankrupt or involvement or approving a petition seeking reorganization or appointing a receiver, trustee, conservator or liquidator of all or a substantial part of such Party's assets, if such order, judgment, or decree shall continue unstayed and in effect for a period of sixty (60) consecutive days; or

(d) the failure to fulfil any of the other covenants, undertakings, obligations, or conditions set forth in this Agreement and the continuance of any such default for a period of fifteen (15) days after written notice of said failure.

SECTION 15. **Records and Agreements**: Immediately upon the execution of this Agreement, Owner shall provide to Manager any and all records, agreements, contracts, manuals, warranties, and other documents relating to the Property(ies), including its Dwelling Units, tenants, utilities, services, systems, and any other facet of the Property(ies).

SECTION 16. **Building Compliance**: Manager does not assume and is given no responsibility for compliance of the Properties or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices or summons received by Manager relating to such matters. Owner authorizes Manager to disclose the ownership of the Properties to any such officials and agrees to indemnify and hold Manager its representative, servants, and employees harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

SECTION 17. **Termination**:

17.1 Termination Without Cause: After the expiration of the

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Initial Term, upon giving not less than thirty (30) days advance written notice to the other Party, either Party shall be entitled to terminate this Agreement or remove one or more Properties from **Exhibit A**. In the event that Owner fails to approve any expense for repairs or maintenance that Manager reasonably deems to be necessary for the protection of life and property at a Property, Manager shall be allowed to, with effective immediate upon written notice to Owner, either (a) terminate this Agreement, or (b) cease management of such Property and remove such Property from **Exhibit A**.

17.2 Termination for Cause: Notwithstanding the foregoing, a Party may terminate this Agreement by written notice upon any of the following: (a) Default by the other Party; or (b) upon the sale of the Properties, provided to the extent Owner fails to give at least sixty (60) day written notice, Owner shall owe to Manager a property administrative termination fee of One Hundred Dollars ($100.00) per Dwelling Unit.

17.3 Termination Compensation; Indemnification: Any amounts accruing to Manager prior to termination shall be due and payable upon termination of this Agreement. In addition, Owner shall indemnify Manager against any obligations or liabilities which Manager may have properly incurred on Owner's behalf under this Agreement and shall accept assignment of any and all agreements entered into by Manager for goods or services provided to Owner's Property(ies).

17.4 Accounts; Unpaid Bills; Contracts: Manager shall make available to Owner, within thirty (30) days (or sooner if required by law) after this Agreement is terminated, any balance of monies due Owner and tenant security deposits which were held by Manager with respect to the Properties, as well as a final accounting reflecting the balance of income and expenses with respect to the Properties, as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Properties previously incurred but not yet invoiced shall be the responsibility of, and sent directly to, Owner. Additionally, Manager shall, to the extent possible, assign to Owner any contracts or agreements it has entered into with third parties for the supplying of any goods or services to any Property.

17.5 Non-Interference with Manager's Business: Owner agrees that during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, Owner will under no circumstances hire any employees or agents of Manager or Manager's affiliates, or privy to confidential business information of Manager or Manager's affiliates, or who have contributed notably to the goodwill of the business Manager or Manager's affiliates, or any broker, salesman or leasing agent to perform any services which are in the scope of the business of Manager or Manager's affiliates. In the event of an actual or threatened breach

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of this covenant by Owner, Manager shall be entitled to an injunction restraining Owner from committing, or continuing to commit, any such breach. Nothing herein stated shall be construed as prohibiting Manager from pursuing any other remedies available to Manager for such breach and threatened breach, including recovery of damages from Owner.

17.6 Damage to Property: Upon the destruction of, or substantial damage to, a Property by any cause, or the taking of all or a substantial portion of the Property by eminent domain, in either case making it impossible or impracticable to continue operation of the Property, such Property shall be removed from **Exhibit A** or, in the event Manager is managing only the affected Property, this Agreement shall be terminated, subject to the Parties' responsibilities under this Section 17.

SECTION 18. Representations:

18.1 Owner: Owner represents and warrants as follows: (a) Owner has the full power and authority to enter into this Agreement, and the person executing this Agreement is authorized to do so; (b) there are no written or oral agreements affecting the Properties other than the tenant leases or rental agreements, copies of which have been furnished to Manager; (c) all permits for the operation of the Properties has been secured and are current; and (d) Owner is not aware of any violation of any building or construction statute, ordinance, or regulation that will affect the operation of the Properties; (e) if Owner requests Manager to enter any agreements for the benefit of third parties (i.e. subordination agreement),Owner hereby agrees to fully indemnify Manager for all claims arising from such Agreements.

18.2 Manager: Manager represents and warrants as follows: (a) the officers/managers of Manager have the full power and authority to enter into this Agreement; (b) there are not written or oral agreements by Manager that will be breached by, or agreements in conflict with, Manager's performance under this Agreement; and (c) where necessary, Manager will be duly licensed and able to perform all of the duties under this Agreement at the effective date of this Agreement and shall comply with and abide by all laws, rules, regulations, and ordinances pertaining thereto.

SECTION 19. Force Majeure: Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labour disputes, utility failures, governmental regulations. Riots, adverse weather, and other similar causes not within the control of Manager, and any time periods required for performance shall be extended accordingly.

SECTION 20. Complete Agreement: This Agreement, including any specified attachments and exhibits, constitutes the entire agreement between Owner

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and Manager with respect to the management and operation of the Properties and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and Manager relating to the Properties covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager, excepting changes to **Exhibit A**, as permitted by this Agreement.

SECTION 21. **Rights Cumulative; No Waiver; No Third Party Beneficiaries**: No right or remedy herein conferred upon or reserved to either of the Parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either Party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

SECTION 22. **Governing Law; Forum Selection**: The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of Tennessee. The appropriate state or federal court sitting in Shelby County, Tennessee shall have exclusive jurisdiction of any action, suit or proceeding arising under this Agreement.

SECTION 23. **Notices**: Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing and shall be addressed to such Party as set forth in this Agreement, or at such other address as Owner and Manager individually may specify hereafter in writing. Such notice or other communication may be delivered by hand, by United States registered or certified mail, return receipt requested, postage prepaid, by email to the address provided by such Party or by reputable overnight delivery service. Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof (or to recipient's email inbox) or seventy-two (72) hours after having been deposited in the United States Mail.

SECTION 24. **Attorney Fees**: If it shall become necessary for either Party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights under this Agreement or for the purpose of defending legal action brought by the other Party hereto, the Party or Parties prevailing in such litigation shall be entitled to receive all reasonable costs, expenses, and attorneys' fees.

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SECTION 25. **Waiver of Jury Trial**: IN THE EVENT THAT SUIT IS COMMENCED TO ENFORCE ANY RIGHT, CLAIM, COVENANT, CONDITION OR OBLIGATION CONTAINED IN OR ARISING OUT OF THIS AGREEMENT, THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SECTION 26. **Severability**: If any part of the provisions contained in this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

SECTION 27. **Counterparts; Electronic Copies**: This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which shall constitute but one and the same agreement. Execution and delivery of this Agreement by facsimile/PDF/docusign copy bearing the signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such copies shall constitute an enforceable original Agreement.

SECTION 28. **Guarantee of Obligations by Principal(s):**

28.1 Guarantee. To the extent that the Owner is not an individual, the principal(s) of the Owner shall execute this Agreement and shall, jointly and severally, unconditionally guarantee to Manager the payment and performance of, and agrees to pay Fees, Expenses, and other amounts due and to perform as a primary obligor all liabilities, obligations and duties imposed upon Owner under the terms of this Agreement, as if the undersigned had executed this Agreement as Owner hereunder. The Principal(s) shall, jointly and severally, indemnify and save harmless Manager from any loss, damage or expense, including without limitation, reasonable attorney's fees arising out of the failure by Owner to pay any sums due thereunder or to perform its liabilities, obligations, and duties under this Agreement.

28.2 Acknowledgment. The Principal(s) acknowledge that one of the principal purposes of the Principal(s) executing this Agreement and guaranteeing the Owner's obligations is to protect Manager in the event of any bankruptcy or insolvency of Owner. Accordingly, notwithstanding anything to the contrary contained in this Agreement, to the maximum extent under applicable law, in the event the Agreement is rejected (or otherwise terminated) in any bankruptcy proceedings under the Federal Bankruptcy Code, as amended, or any other state or federal law pertaining to bankruptcy, insolvency, reorganization or other matters affecting the creditor's rights in general, as to Owner, or Owner is otherwise released from liability under this Agreement in any such proceedings, such rejection, termination of this Agreement or other release from Owner

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from liability under this Agreement shall not release or affect the liability of the Principal(s) to pay and perform as primary obligor all liabilities, obligations and duties (including, but not limited to payment of rent) imposed upon Owner under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have affixed or caused to be affixed their signatures as of the day and year first written above.

OWNER: Little River TN 001, LLC

By: Samuel Hargrave

Name: Samuel Hargrave

Title: Managing Member

MANAGER, GRIND CITY Property Management, LLC

By: Brad Thomas

Name: Brad Thomas

Title: Property Manager

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EXHIBIT A - PROPERTIES

Property Address	Number of Dwelling Units	Notes
1315 Breedlove St, Memphis TN	2	
1333 Fairfax Street, Memphis TN	1	
1464 Weymouth Street, Memphis TN	1	
2420 Norman Ave, Memphis TN	1	
3042 McAdoo Ave, Memphis TN	4	
3067 Princeton Ave, Memphis TN	2	

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Dropbox Sign

Audit trail

Title	Little River TN 001 LLC Management Agreement
File name	LR_TN_001_-_GCPM_..._S._Hargrave.docx
Document ID	a0a9034f375583483069e35a9367231e0c351636
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**05 / 14 / 2024** 13:27:07 UTC	Sent for signature to Sam Hargrave (sam.hargrave@gmail.com) from homebuyers@grindcityre.com IP: 76.138.64.98
VIEWED	**05 / 15 / 2024** 02:12:10 UTC	Viewed by Sam Hargrave (sam.hargrave@gmail.com) IP: 173.242.185.50
SIGNED	**05 / 15 / 2024** 02:12:26 UTC	Signed by Sam Hargrave (sam.hargrave@gmail.com) IP: 173.242.185.50
COMPLETED	**05 / 15 / 2024** 02:12:26 UTC	The document has been completed.

ATTN: Land Use Control Board- Special Use Permit
Division of Planning and Development
Memphis and Shelby County
City Hall
125 N. Main Street, Suite 468
Memphis, TN. 38103

September 24, 2025

To Whom It May Concern:

My name is Sheree Coleman and I am submitting this letter to request a waiver for a Survey or Letter of Exemption for property 1333 Fairfax Street, Memphis, TN. 38108.

Thank you for your time and considerations,

Sheree Coleman

Owner/Director

Keen Scholars Learning and Enrichment Center

CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning **COMMITTEE:** **01/27/2026**
DATE

PUBLIC SESSION: **02/03/2026**
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 6250 Summer Avenue, known as case number SUP 2025-020

CASE NUMBER: SUP 2025-020

LOCATION: 6250 Summer Avenue

COUNCIL DISTRICTS: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Lazaro Hernandez, Hernandez Auto Repair & Car Sales

REPRESENTATIVE: Ray West, Ray West Designs

REQUEST: Special use permit to allow used vehicle sales

AREA: +/- 40,380 square feet

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

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

PRIOR ACTION ON ITEM:
(1) _____ APPROVAL - (1) APPROVED (2) DENIED
01/08/2026 DATE
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

SOURCE AND AMOUNT OF FUNDS
$ _____ OPERATING BUDGET
$ _____ CIP PROJECT # _____
$ _____ FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:	***DATE***	***POSITION***
Mark Ott	Jan 16, 2026	STAFF PLANNER
		DEPUTY ADMINISTRATOR
Brett Ly	1/16/26	ADMINISTRATOR
Brett Ly	1/16/26	DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN

Memphis City Council
Summary Sheet

SUP 2025-020

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 6250 SUMMER AVENUE, KNOWN AS CASE NUMBER SUP 2025-020

- 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, January 8, 2026***, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	SUP 2025-020
LOCATION:	6250 Summer Avenue
COUNCIL DISTRICT(S):	District 1 and Super District 9 – Positions 1, 2, and 3
OWNER/APPLICANT:	Lazaro Hernandez, Hernandez Auto Repair & Car Sales
REPRESENTATIVE:	Ray West, Ray West Designs
REQUEST:	Special use permit to allow used vehicle sales
EXISTING ZONING:	Commercial Mixed Use – 1
AREA:	+/- 40,380 square feet

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 on the consent agenda.

Respectfully,

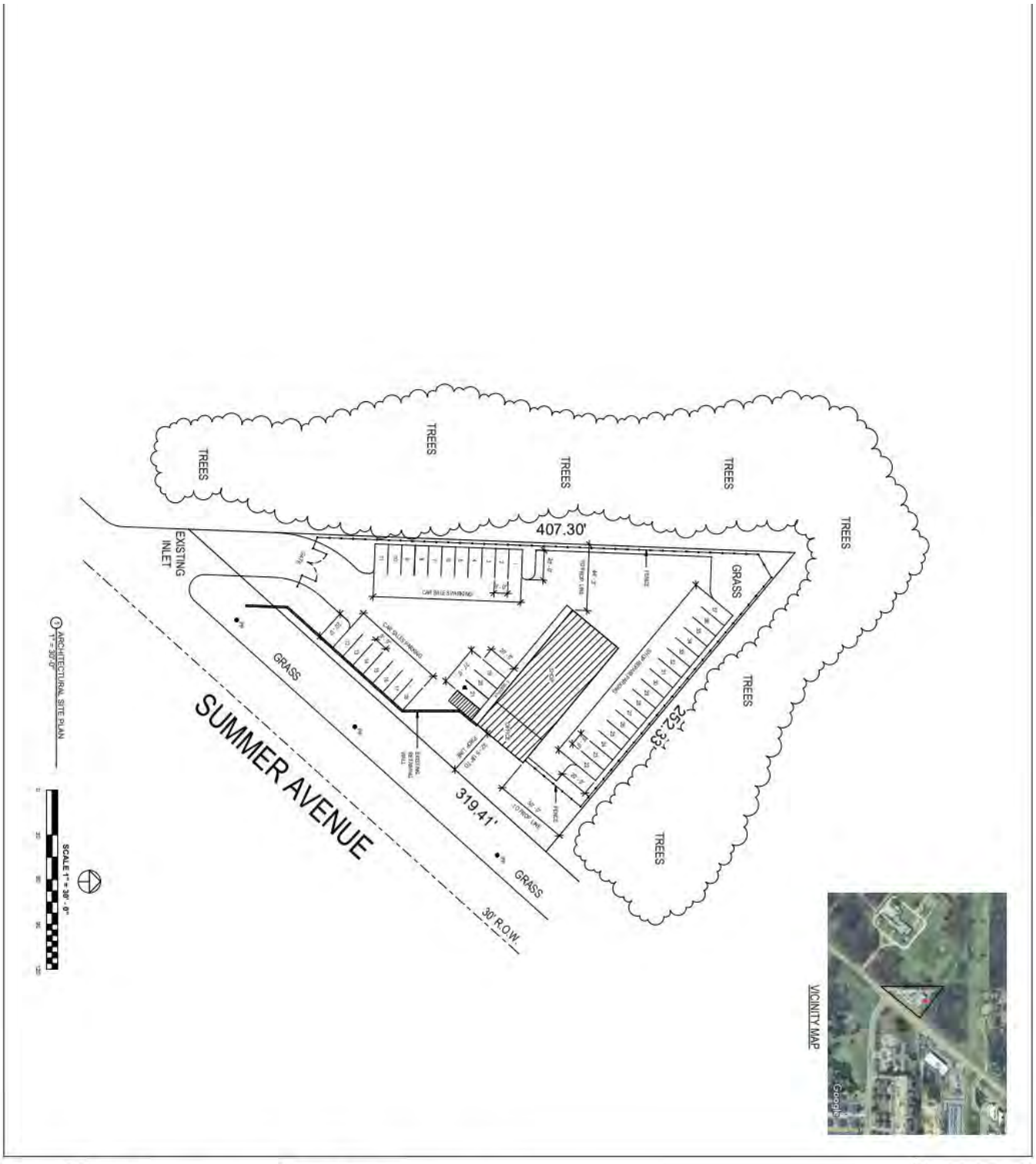
Mahsan Ostadnia

Planner II
Land Use & Development Services
Cc: Committee Members
File

SUP 2025-020
CONDITIONS

1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Summer Avenue.
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.

SITE PLAN


TREES
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TREES
407.30'
EXISTING INLET
GRASS
GRASS
SUMMER AVENUE
319.41'
252.33'
30' R.O.W
FENCE
FENCE
1 ARCHITECTURAL SITE PLAN
1" = 30'-0"
SCALE 1" = 30' - 0"
VICINITY MAP
Google Earth
A1
SHEET NO:
SHEET TITLE:
ARCHITECTURAL SITE PLAN
DATE:
JULY 02, 2025
JOB NAME AND ADDRESS:
LAZARO HERNANDEZ
6250 SUMMER AVENUE, MEMPHIS, TN. 38134
MEMPHIS, TENNESSEE

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 6250 SUMMER AVENUE, KNOWN AS CASE NUMBER SUP 2025-020

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, Lazaro Hernandez 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 January 8, 2026, 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.

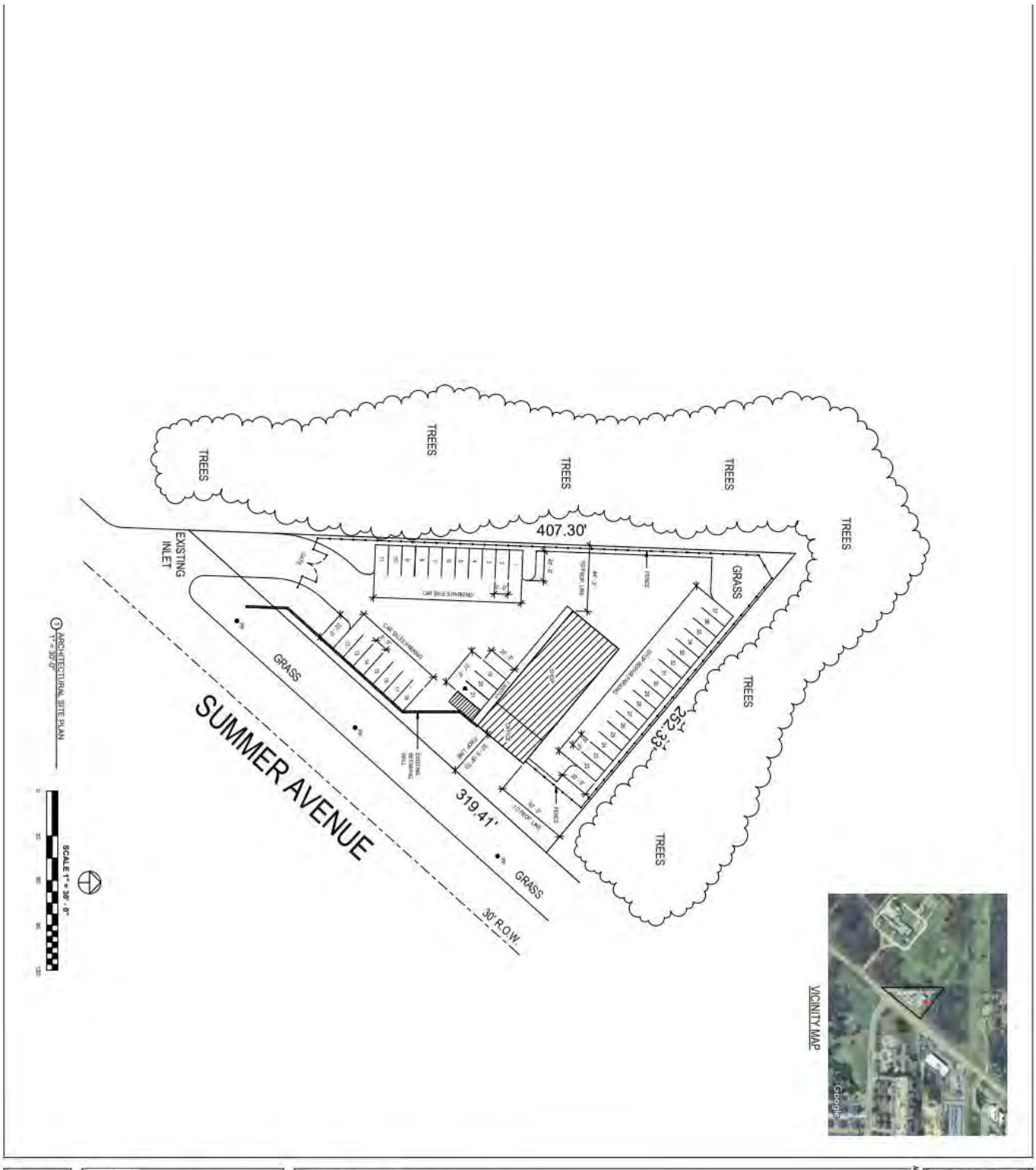
BE IT FURTHER RESOLVED, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by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

SITE PLAN



SHEET NO:	SHEET TITLE:	JOB NAME AND ADDRESS:
A1	ARCHITECTURAL SITE PLAN DATE: JULY 02, 2025	LAZARO HERNANDEZ 6250 SUMMER AVENUE, MEMPHIS, TN. 38134

ATTEST:

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

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 12 **L.U.C.B. MEETING:** January 08, 2026

CASE NUMBER: SUP 2025-020

LOCATION: 6250 Summer Avenue

COUNCIL DISTRICT: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Lazaro Hernandez, Hernandez Auto Repair & Car Sales

REPRESENTATIVE: Ray West, Ray West Designs

REQUEST: Special use permit to allow used vehicle sales

EXISTING ZONING: Commercial Mixed Use – 1

CONCLUSIONS

1. The applicant is proposing to establish a vehicle sales business on a CMU-1–zoned lot within the Bennett Farm Subdivision. The site contains a 4,800-square-foot commercial building constructed in 1989 and is surrounded by a varied context of residential, commercial, institutional, and vacant uses. Access is provided by a single gated driveway along Summer Avenue, the site's only street frontage.
2. The submitted plan identifies 37 total parking spaces, all standard 9' × 20' stalls arranged to support both the sales operation and repair activities. The car sales area consists of Spaces 1–11 along the west property line and Spaces 12–18 oriented toward Summer Avenue for increased visibility. The remaining Spaces 19–37 are allocated to customer and repair parking, with the stalls nearest the building serving as customer drop-off and those along the north and northeast edges accommodating vehicles awaiting service.
3. Internal site circulation is organized through 20-foot drive aisles, allowing two-way movement and direct access between the gate, display parking, and repair bays without requiring vehicles to back into Summer Avenue. The plan also reflects existing site elements, including a retaining wall, storm inlet, and vegetated edges—that frame the operational area and provide minimal buffering. A 5-foot sidewalk along the frontage completes the streetscape. Overall, the proposed layout supports the intended addition of vehicle sales while maintaining clear functional separation between public, display, and service areas.
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

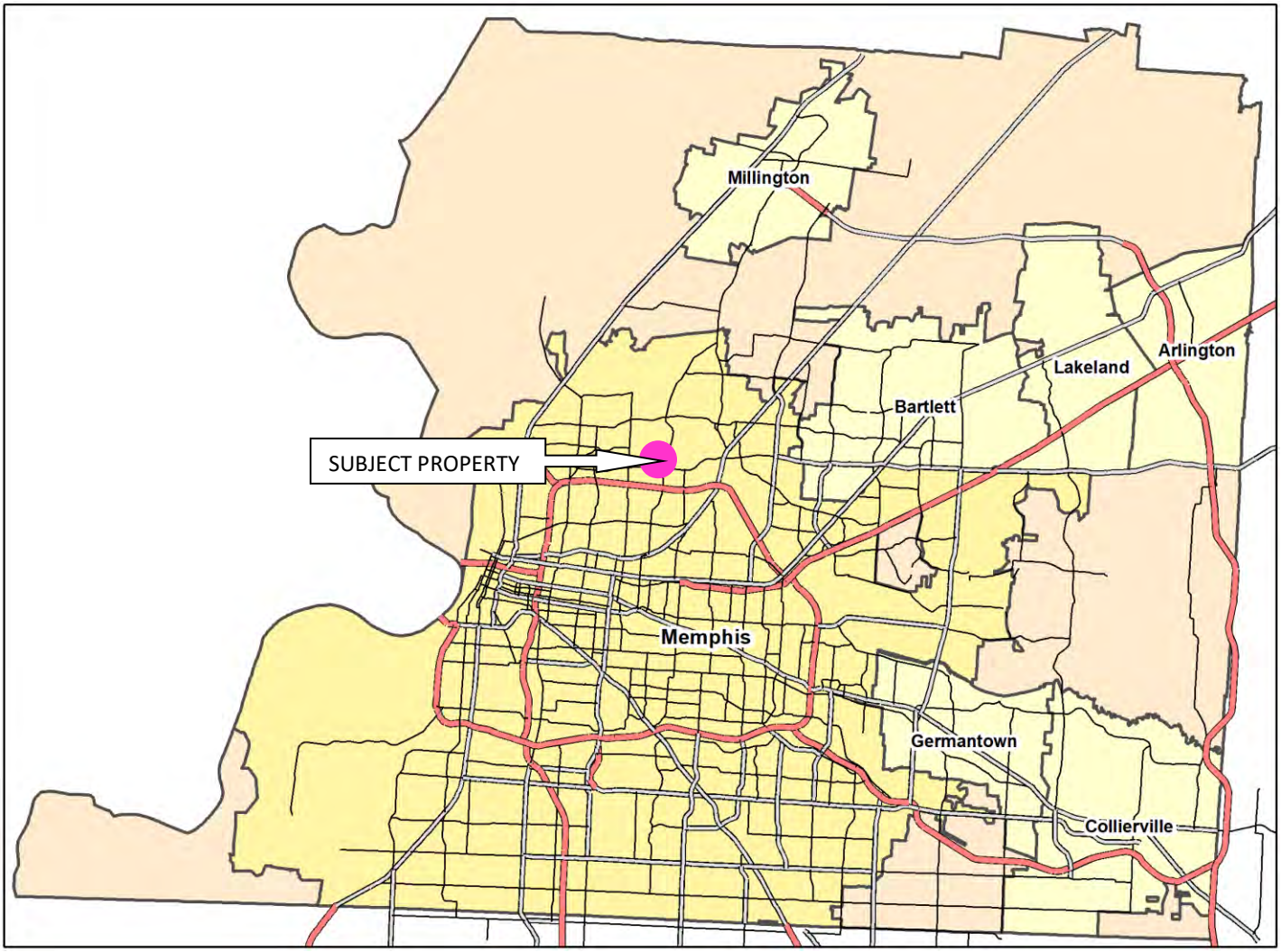
This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 17-19 of this report.

RECOMMENDATION:

Approval with conditions

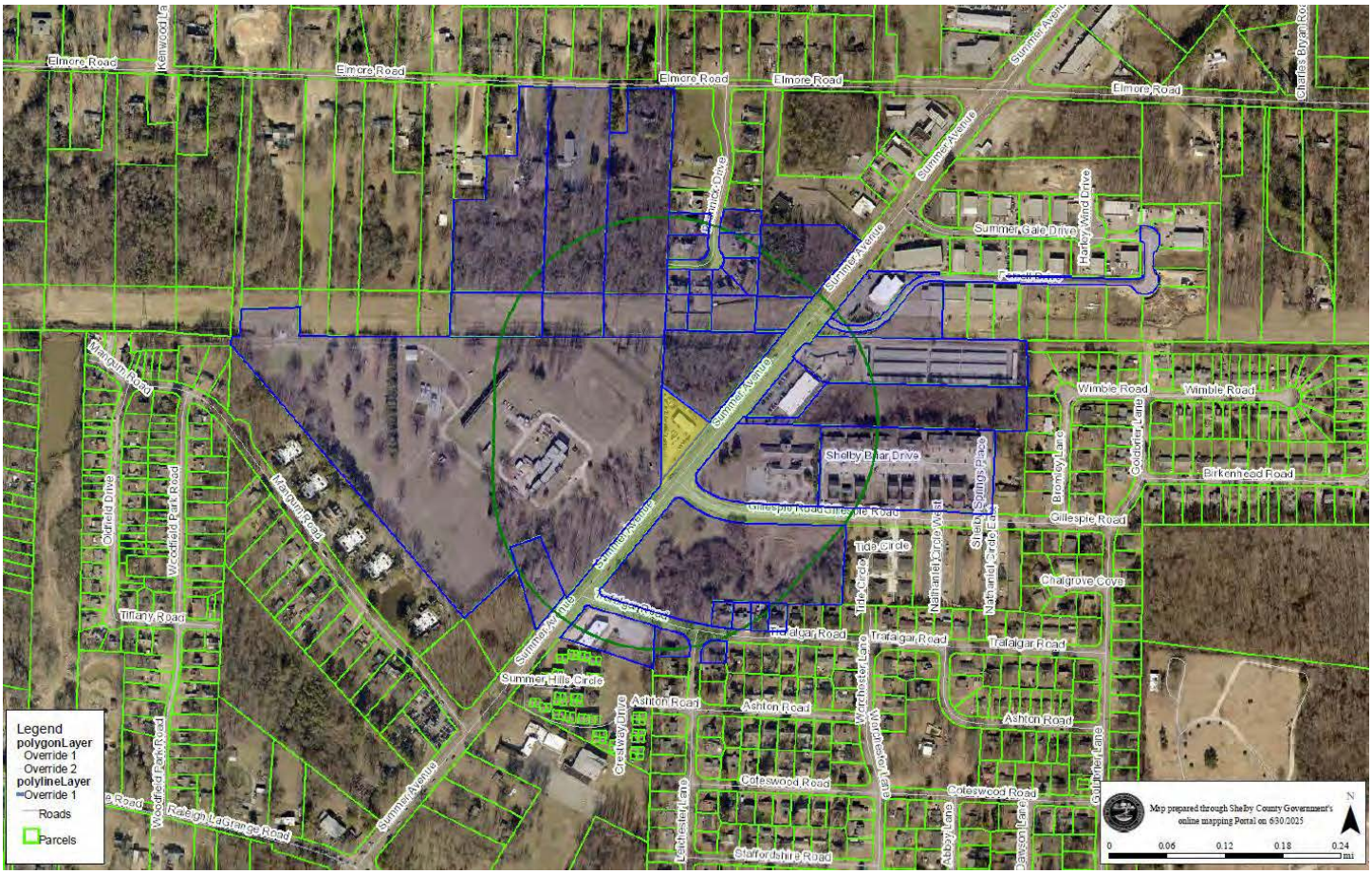
Staff Writer: ***Mahsan Ostadnia*** **E-mail:** ***mahsan.ostadnia@memphistn.gov***

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow.

PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 35 notices were mailed on December 16, 2025, see page 20 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see page 21 of this report for a copy of the sign affidavit.

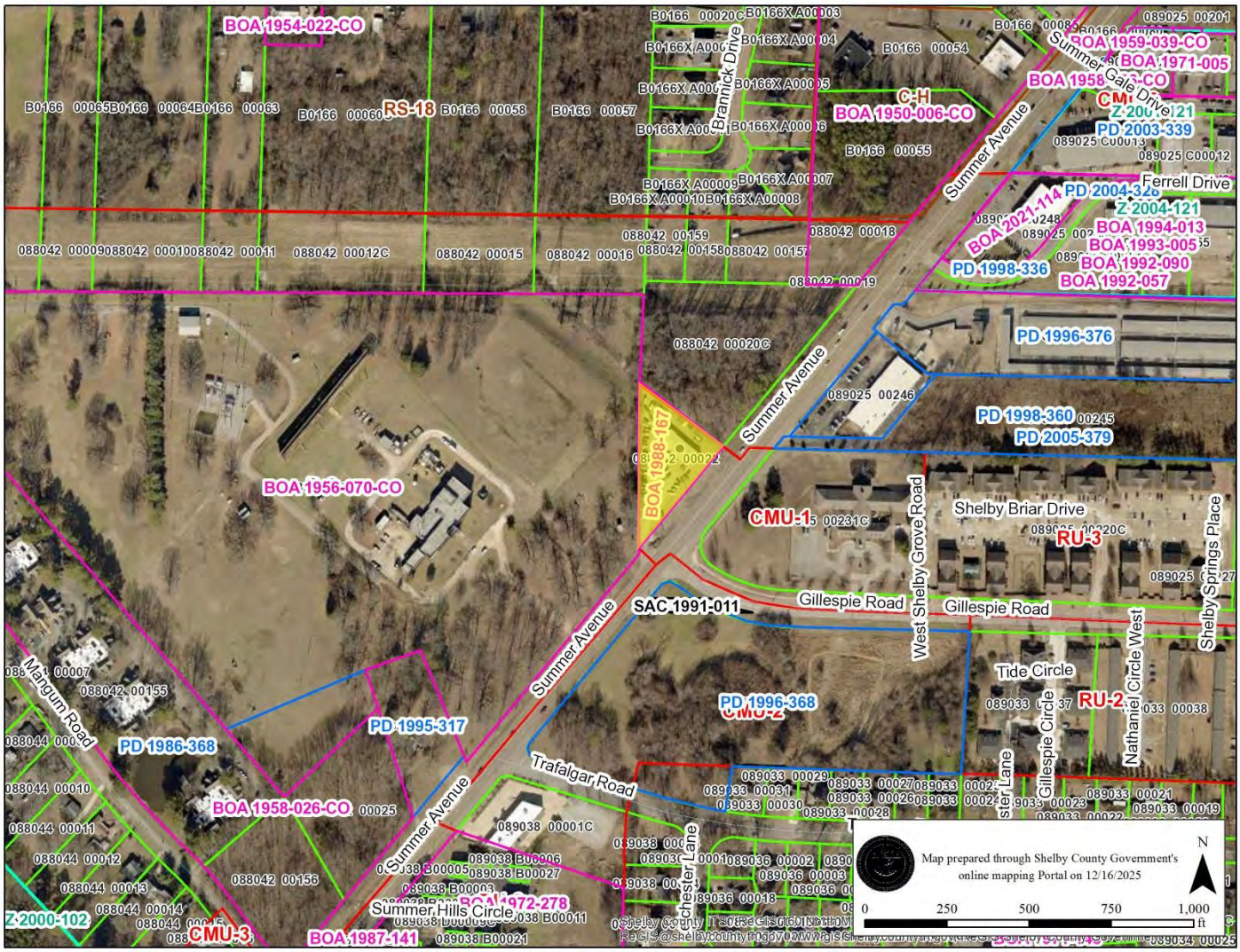
NEIGHBORHOOD MEETING

The meeting was held at 12:00 PM on Thursday, October 30, 2025, 65250 Summer Avenue, Memphis, TN 38134. See pages 22-23 of this report for a copy of the neighborhood meeting summary.

AERIAL

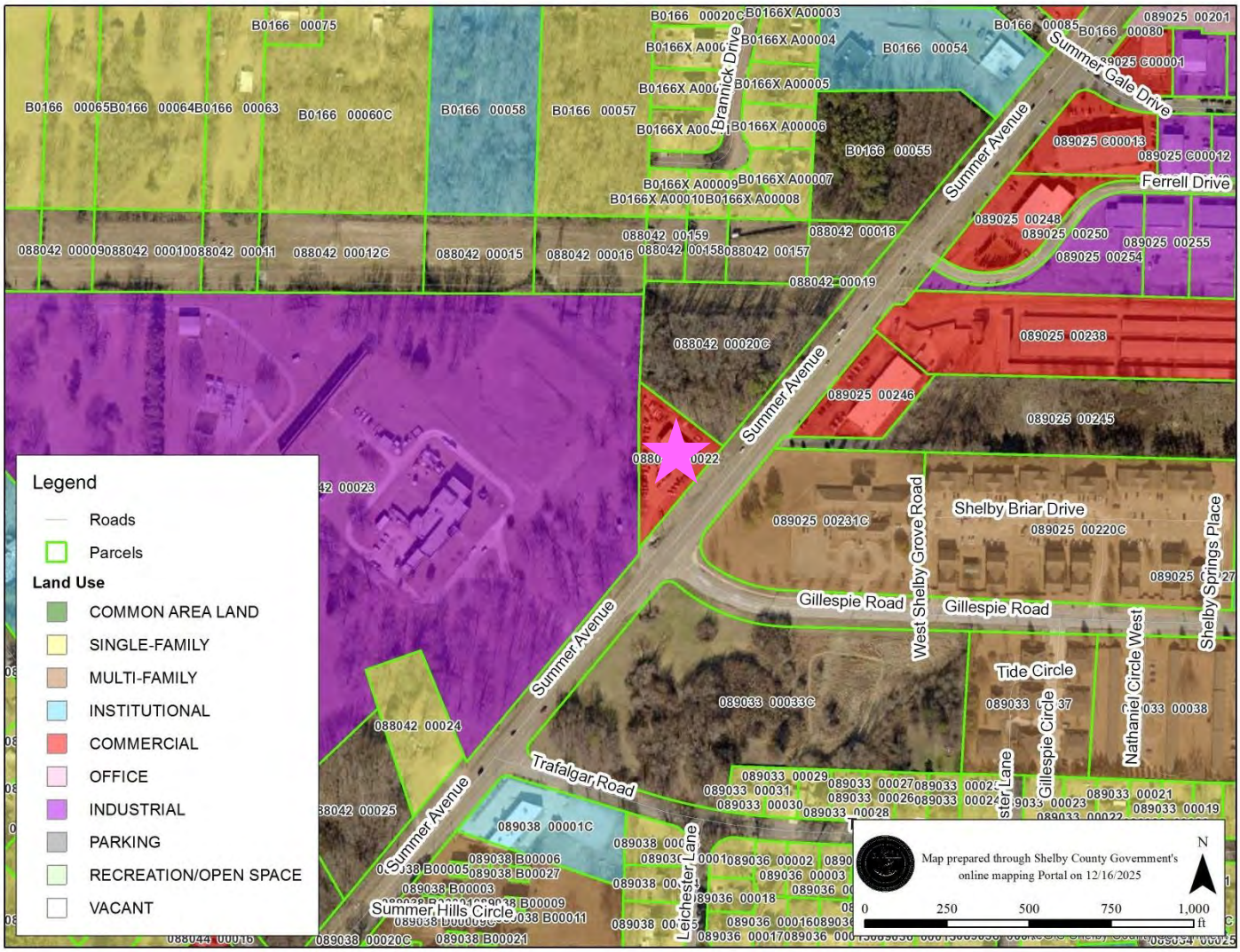
Subject property outlined in yellow.

ZONING MAP



Subject property highlighted in yellow.

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS

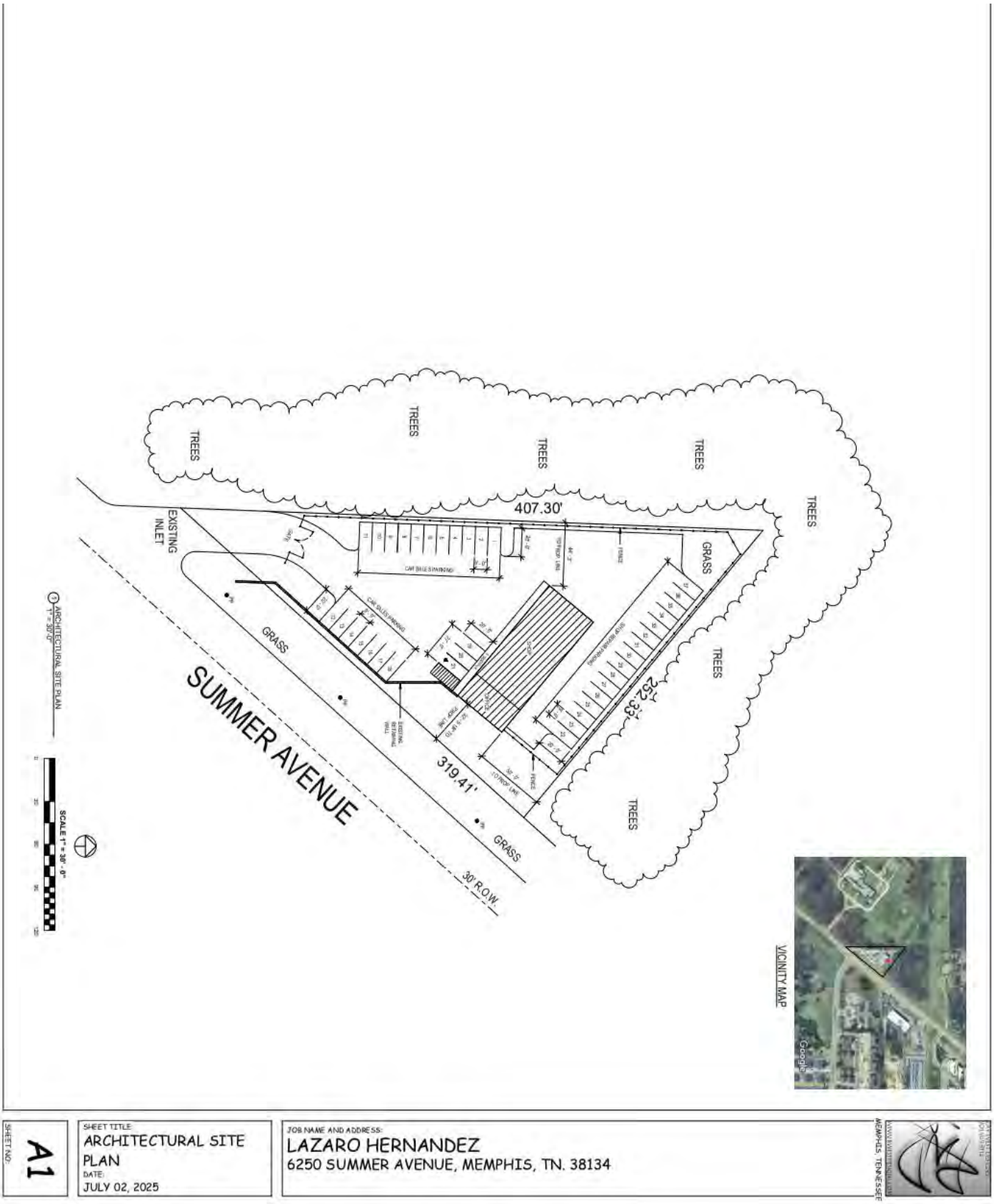
View of subject property from Summer Avenue.

View of subject property from above.

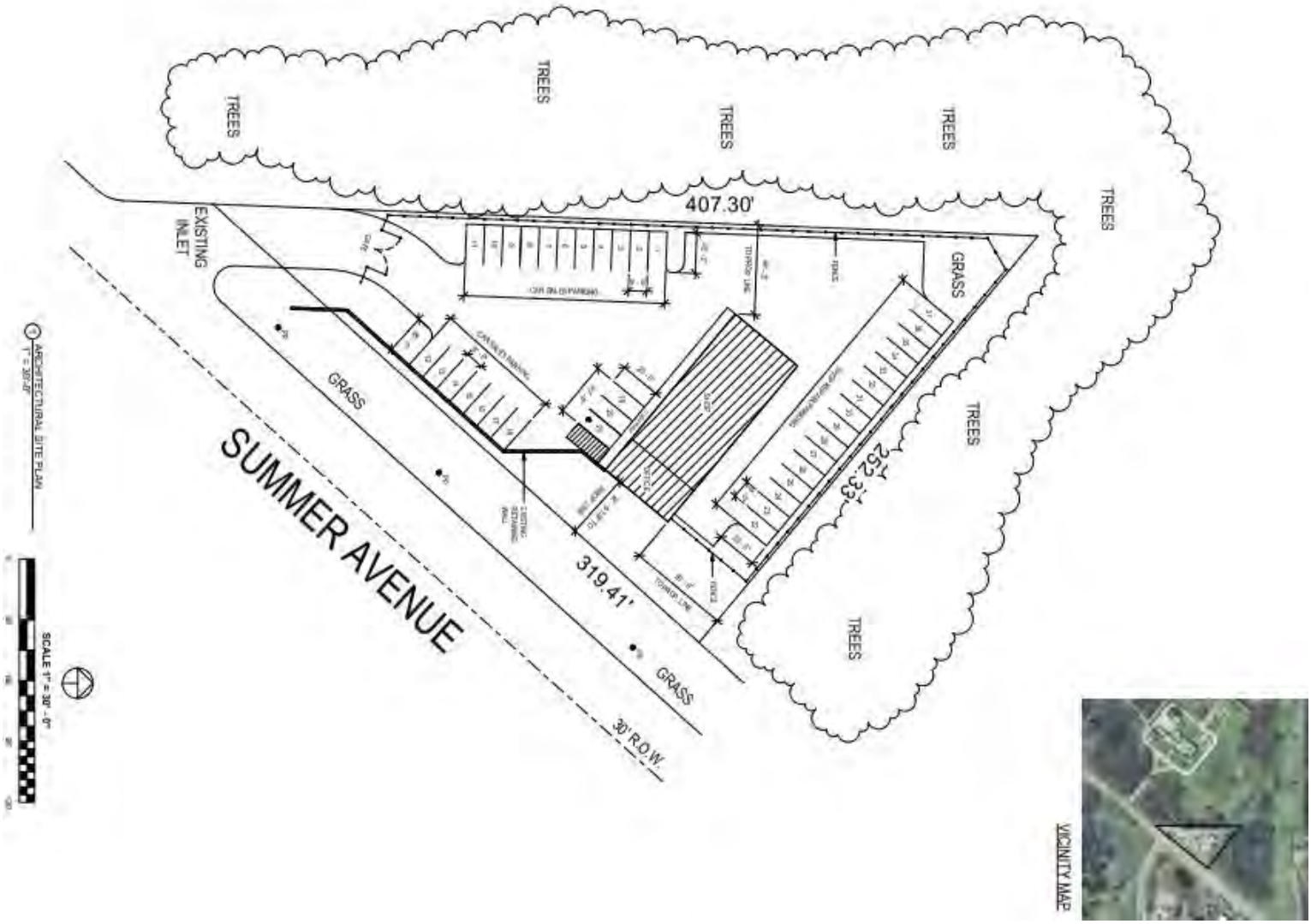
View of subject property from above.

View of subject property from above.

SITE PLAN


TREES
TREES
TREES
TREES
TREES
407.30'
EXISTING INLET
GRASS
GRASS
SUMMER AVENUE
319.41'
252.33'
TREES
TREES
30' R.O.W.
ARCHITECTURAL SITE PLAN
SCALE 1" = 30' - 0"
VICINITY MAP
SHEET NO: A1
SHEET TITLE: ARCHITECTURAL SITE PLAN
DATE: JULY 02, 2025
JOB NAME AND ADDRESS: LAZARO HERNANDEZ
6250 SUMMER AVENUE, MEMPHIS, TN. 38134
MEMPHIS, TENNESSEE

SITE PLAN – MAGNIFIED



CASE REVIEW

Request

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

Approval Criteria

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

9.6.9 Approval Criteria

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

9.6.9A The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.

9.6.9B The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.

9.6.9C The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.

9.6.9D The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.

9.6.9E The project complies with all additional standards imposed on it by any particular provisions authorizing such use.

9.6.9F The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.

9.6.9G The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.

9.6.9H Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.

Site Details

Address:
6250 Summer Avenue

Parcel ID:
088042 00022

Area:
+/- 40,380 square feet

Description:
The subject property is part of Bennett Farm 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 1989 with a ground floor area of 4,800 square feet and the surrounding land uses are a mixture of residential, commercial, institutional, and vacant lots. Additionally, this lot has one street frontage.

Site Plan Review
The site plan shows a proposed auto repair shop and office on a fenced lot with a single gated driveway from Summer Avenue. The site plan provides a total of 37 striped parking spaces, all standard 9' x 20' stalls served by 20-foot drive aisles.

Car sales parking is divided into two areas: Spaces 1–11 in a single row along the west property line, and Spaces 12–18 in an angled row labeled "Car Sales Parking" near the Summer Avenue frontage. Shop repair/customer parking is located closer to the building and along the rear: Spaces 19–21 are immediately adjacent to the office and shop entry, and Spaces 22–37 form a continuous row labeled "Shop Repair Parking" along the north and northeast property lines.

The plan also shows a 5-foot sidewalk along the Summer Avenue frontage, an existing retaining wall and storm inlet near the eastern portion of the site, and grass and tree areas along the western and northern boundaries providing some edge buffering. Internal circulation allows vehicles to enter through the gate, access car sales spaces and repair parking, and maneuver around the building without backing into the public right-of-way.

Analysis
The applicant is proposing to establish a vehicle sales business on a CMU-1–zoned lot within the Bennett Farm Subdivision. The site contains a 4,800-square-foot commercial building constructed in 1989 and is surrounded by a varied context of residential, commercial, institutional, and vacant uses. Access is provided by a single gated driveway along Summer Avenue, the site's only street frontage.

The submitted plan identifies 37 total parking spaces, all standard 9' × 20' stalls arranged to support both the sales operation and repair activities. The car sales area consists of Spaces 1–11 along the west property line and Spaces 12–18 oriented toward Summer Avenue for increased visibility. The remaining Spaces 19–37 are allocated to customer and repair parking, with the stalls nearest the building serving as customer drop-off and those along the north and northeast edges accommodating vehicles awaiting service.

Internal site circulation is organized through 20-foot drive aisles, allowing two-way movement and direct access between the gate, display parking, and repair bays without requiring vehicles to back into Summer Avenue. The plan also reflects existing site elements, including a retaining wall, storm inlet, and vegetated edges—that frame the operational area and provide minimal buffering. A 5-foot sidewalk along the frontage completes the streetscape. Overall, the proposed layout supports the intended addition of vehicle sales while maintaining clear functional separation between public, display, and service areas.

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 Summer Avenue.
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.

DEPARTMENTAL COMMENTS

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

City/County Engineer: See pages 15-16

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 17-19

City Engineer

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

Sewers:

2. The availability of City sanitary sewer is unknown at this time. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept, a determination can be made as to available sewer capacity.
3. This site is located in the Fletcher Creek Sewer Basin. If approved, the developer will likely have to install an on-site storage tank with off-peak discharge capabilities.

Roads:

4. 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.
5. 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:

6. 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.
7. 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.
8. 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:

9. The City Engineer shall approve the design, number, and location of curb cuts.
10. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.

Drainage:

11. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
12. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
13. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
14. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.
15. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.
16. Development is located within a sensitive drainage basin.
17. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.
18. All connections to the sewer shall be at manholes only.
19. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.
20. Required landscaping shall not be placed on sewer or drainage easements.

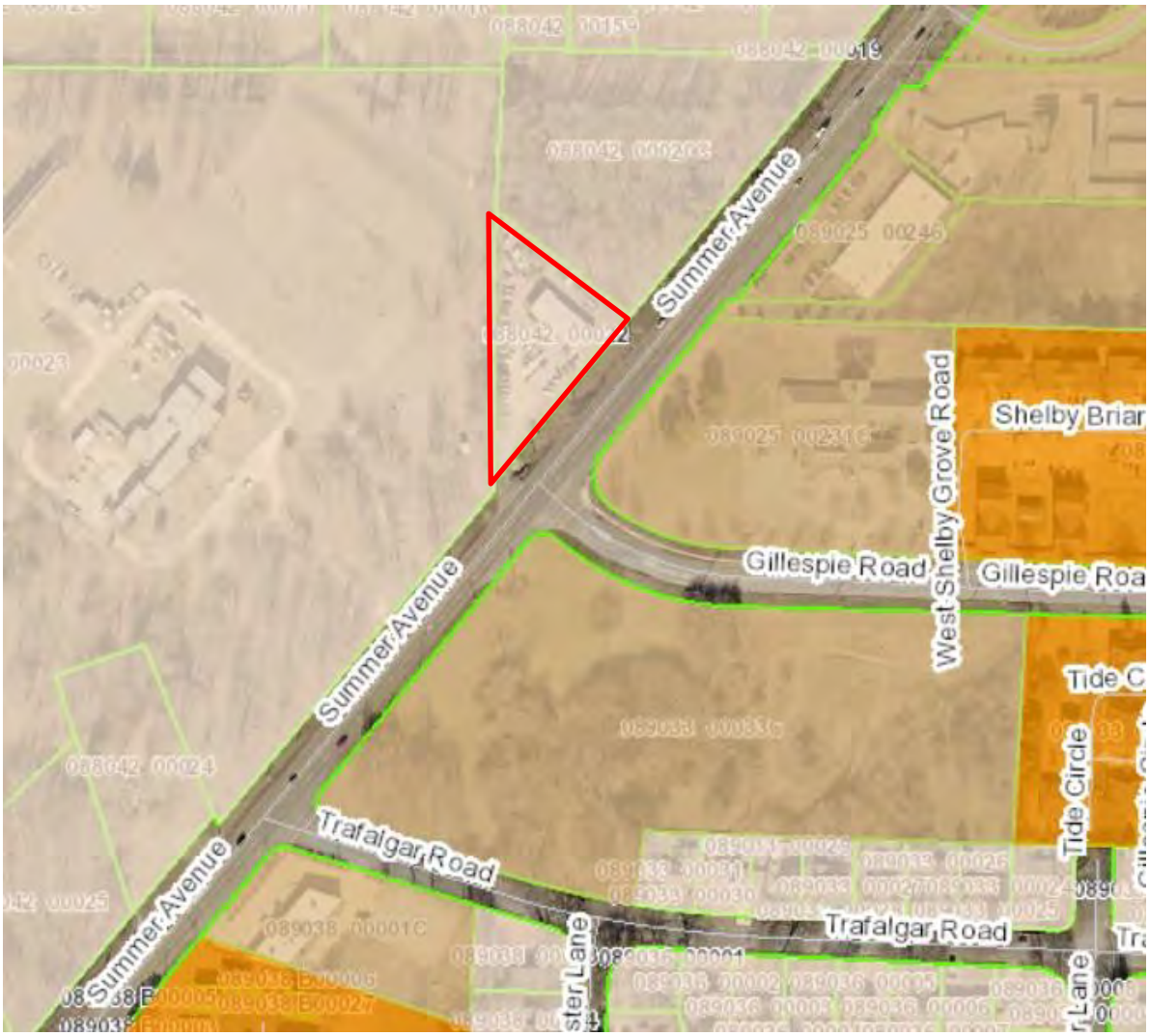
Office of Comprehensive Planning

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: SUP 2025-020: Raleigh

Site Address/Location: 6250 Summer Ave,
Overlay District/Historic District/Flood Zone: It is in the Overlay District but not located in a Historic District or Flood Zone.
Future Land Use Designation: Primarily Single-Unit Neighborhood (NS)
Street Type: Parkway

The applicant is requesting a special use permit to allow used vehicle sales in the Commercial Mixed Use – 1 (CMU-1) District.
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

Primarily Single-Unit Neighborhood (NS) are residential neighborhoods consisting primarily of single-unit houses that are not near a Community Anchor. Graphic portrayal of NS is to the right.

"NS" Form & Location Characteristics

Primarily detached, House scale buildings, Primarily residential, 1 – 3 stories; Beyond ½ mile from a Community Anchor

"NS" Zoning Notes
Generally compatible with the following zone districts: R-E, R-15, R-10, R-8, R-6 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: Industrial, Multi-family, Commercial, Vacant; CMU-1, CMU-2, R-8
Overall Compatibility: *This requested use is not compatible with the future land use description/intent or the zoning notes; however, it is compatible with the form and location characteristics. While auto sales are generally inconsistent with NS FLU, they can be considered consistent at this location due to its position along Summer Avenue, which functions as an auto-oriented corridor.*

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 requesting a special use permit to allow used vehicle sales in the Commercial Mixed Use – 1 (CMU-1) District.
This requested use is not compatible with the future land use description/intent or the zoning notes; however, it is compatible with the form and location characteristics. While auto sales are generally inconsistent with NS FLU, they can be considered consistent at this location due to its position along Summer Avenue, which functions as an auto-oriented corridor.
Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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 **Wednesday, December 31 , 2025 at 8 AM.**

CASE NUMBER: SUP 2025-020
ADDRESS: 6250 Summer Avenue
REQUEST: Special Use Permit: used vehicle sales in the Commercial Mixed Use – 1 (CMU-1)
APPLICANT: Lazaro Hernandez

Meeting Details
Location: Council Chambers
City Hall 1st Floor
125 N Main St.
Time: 9:00 AM
Date: Thursday, Jan. 8, 2026

VICINITY MAP

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

Staff Planner Contact:
Mahsan Ostadnia
mahsan.ostadnia@memphistn.gov
(901) 636-7181

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, Ray West *, being duly sworn, depose and say that at* 3:15 *am/pm on the* 16 *day of* October *, 20* 25 *, I posted* 1 *Public Notice Sign(s) pertaining to Case No.* SUP 2025-020 *at* 6250 Summer Avenue, Memphis, Tn. 38134 *, providing notice of a Public Hearing before the (check one):*

x *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.

Ray West — 10/17/25

Owner, Applicant or Representative — *Date*

Subscribed and sworn to before me this 17th *day of* October *, 20*25

Notary Public

My commission expires: 5/3/2028

ADRIENNE Y WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 05-03-2028

ADRIENNE Y WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 05-03-2028

NEIGHBORHOOD MEETING SUMMARY

NEIGHBORHOOD MEETING SUMMARY

Case Number: SUP 2025-020

Meeting Information

Location: Effective Automotive LLC

Date: 10/30/25

Address: 6250 Summer Ave., Memphis, Tn. 38134

Time: 12:00

Attendance

Attended on behalf of the applicant:	Role (Applicant, Engineer, Architect, etc.)
RayWest	Owner Representative

Number of Invitations Mailed: 39

Approx. Neighborhood Attendees: 3

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.

There were raised concerns in the meeting because there wasn't any resident that attended the meeting.

Page 1 of 2

NEIGHBORHOOD MEETING SUMMARY

Case Number: _____

Attachments

Also included in this submission are the following:

- [x] Mailed Invitation
- [x] Handouts Provided
- [x] Invitation Mailing List
- [x] Sign-in Sheet(s)
- [x] Applicant's Presentation
- [ ] Photographs of Meeting
- [ ] 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:

- [x] 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.

Ray West
Print Name

Signature

10/30/25
Date

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

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: Additional Info Required
Opened Date: July 2, 2025
Record Number: SUP 2025-020
Expiration Date:
Record Name: HERNANDEZ AUTO REPAIR & CAR SALES
Description of Work: THE OWNER WOULD LIKE THE ABILITY TO SALE VECHILES AT HIS CURRENT AUTO REPAIR SHOP LOCATION.
Parent Record Number:

Address:
6250 SUMMER AVE, MEMPHIS 38134

Owner Information

Primary	Owner Name
Y	LAZARO HERNANDEZ

Owner Address	Owner Phone
6250 SUMMER AVE, MEMPHIS, TN 38134	9013107846

Parcel Information
088042 00022

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	ALEXIS LONGSTREET
Date of Meeting	01/30/2025
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	NONE
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	NO
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	YES
UDC Sub-Section 9.6.9C	YES
UDC Sub-Section 9.6.9D	NO
UDC Sub-Section 9.6.9E	YES
UDC Sub-Section 9.6.9F	NO
GIS INFORMATION	
Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
LAZARO HERNANDEZ

Contact Type
APPLICANT

Address

Phone
(901)310-7846

Name
RAYMOND WEST

Contact Type
ARCHITECT / ENGINEER / SURVEYOR

Address

Phone
(901)949-3114

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1660734	Credit Card Use Fee (.026 x fee)	1	0.00	INVOICED	0.00	07/02/2025
1660782	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	07/03/2025
1660782	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	07/03/2025

Total Fee Invoiced: $513.00 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$513.00	Credit Card

Page 3 of 3

SUP 2025-020

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, Lazaro Hernandez (Print Name) _____ (Sign Name), state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

[x] 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 6250 Summer Avenue, Memphis, Tn. 38134

and further identified by Assessor's Parcel Number 088042 00022

for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me MARESHA JACKSON this 7th day of July in the year of 2025

Signature of Notary Public

STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

September 26, 2027
My Commission Expires

LETTER OF INTENT

Ray West Designs
3886 Inverness Drive Apt. 102
Memphis, TN. 38125
(o) 901.949.3114
(e) raywesthomes@aol.com

07/02/2025

To Whom It May Concern:

I, Ray West is writing this regarding a SUP application for the property located at 6250 Summer Avenue, Memphis, Tn. 38134.

The intent of the SUP will allow the owner to sale used cars/trucks at an existing Auto Repair Show building located at 6250 Summer Avenue, Memphis, Tn. 38134. The existing property has adequate space that will allow auto sales, the property is completely fenced and is surrounded by other commercial use and commercial buildings. The existing building already has office space and public restrooms.

This will allow the owner the ability to sale used vehicles and some vehicles that are repaired by the shop.

Sincerely,

RAY WEST DESIGNS
901.949.3114
WWW.RWESTDESIGNS.COM

LETTERS RECEIVED

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

Memphis and Shelby County Division of Planning and Development

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

website: www.develop901.com

Record Summary for Special Use Permit

Record Detail Information

Record Type: Special Use Permit

Record Status: Additional Info Required

Opened Date: July 2, 2025

Record Number: SUP 2025-020

Expiration Date:

Record Name: HERNANDEZ AUTO REPAIR & CAR SALES

Description of Work: THE OWNER WOULD LIKE THE ABILITY TO SALE VECHILES AT HIS CURRENT AUTO REPAIR SHOP LOCATION.

Parent Record Number:

Address:

6250 SUMMER AVE, MEMPHIS 38134

Owner Information

Primary	Owner Name
Y	LAZARO HERNANDEZ

Owner Address	Owner Phone
6250 SUMMER AVE, MEMPHIS, TN 38134	9013107846

Parcel Information

088042 00022

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	ALEXIS LONGSTREET
Date of Meeting	01/30/2025
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	NONE
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	NO
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	YES
UDC Sub-Section 9.6.9C	YES
UDC Sub-Section 9.6.9D	NO
UDC Sub-Section 9.6.9E	YES
UDC Sub-Section 9.6.9F	NO

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
LAZARO HERNANDEZ

Contact Type
APPLICANT

Address

Phone
(901)310-7846

Name
RAYMOND WEST

Contact Type
ARCHITECT / ENGINEER / SURVEYOR

Address

Phone
(901)949-3114

Fee Information

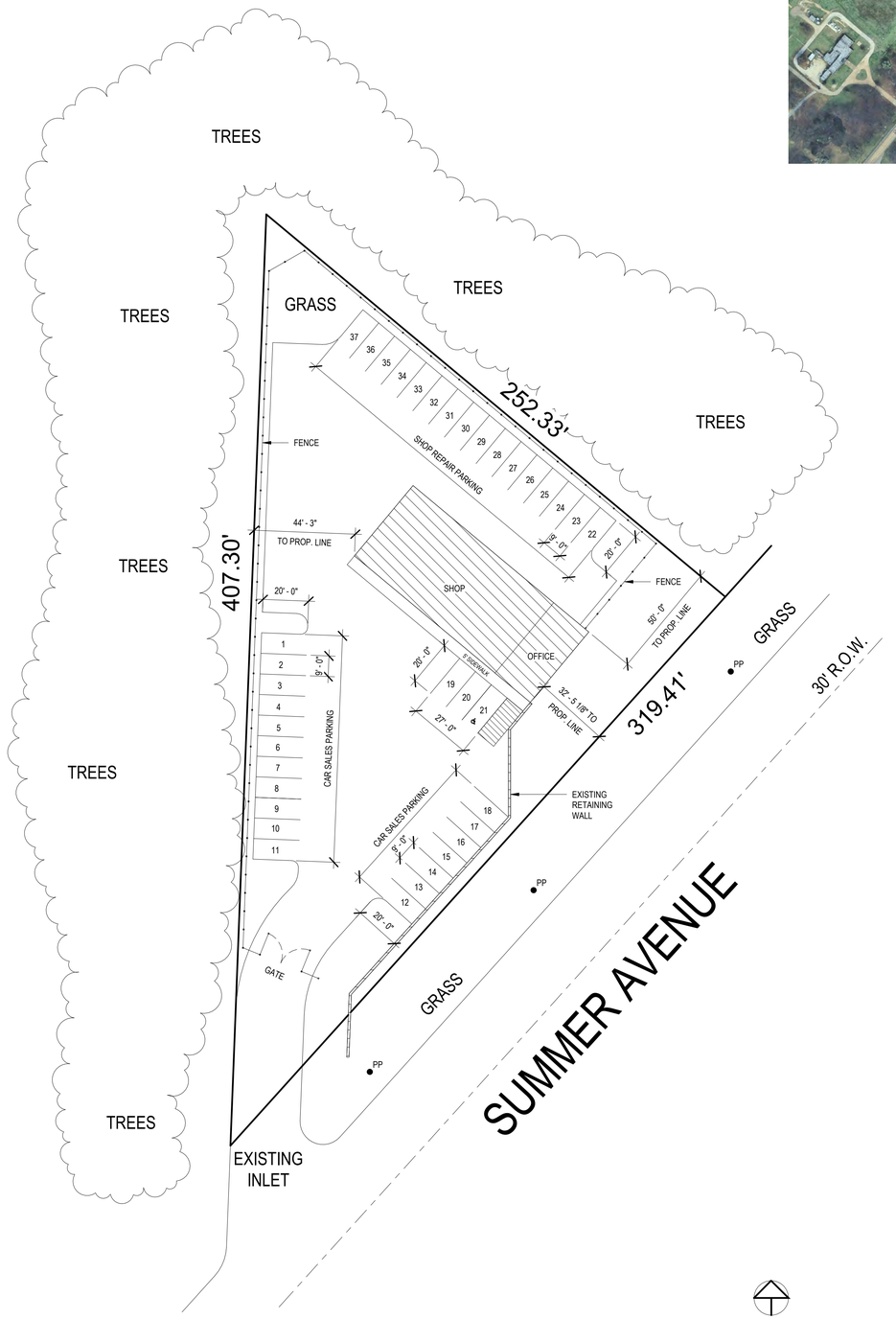
Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1660734	Credit Card Use Fee (.026 x fee)	1	0.00	INVOICED	0.00	07/02/2025
1660782	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	07/03/2025
1660782	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	07/03/2025

Total Fee Invoiced: $513.00 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$513.00	Credit Card

VICINITY MAP



1 ARCHITECTURAL SITE PLAN
1" = 30'-0"

SCALE 1" = 30' - 0"

0 30 60 90 120

RAY WEST DESIGNS
901.949.3114
WWW.RWESTDESIGNS.COM
MEMPHIS, TENNESSEE

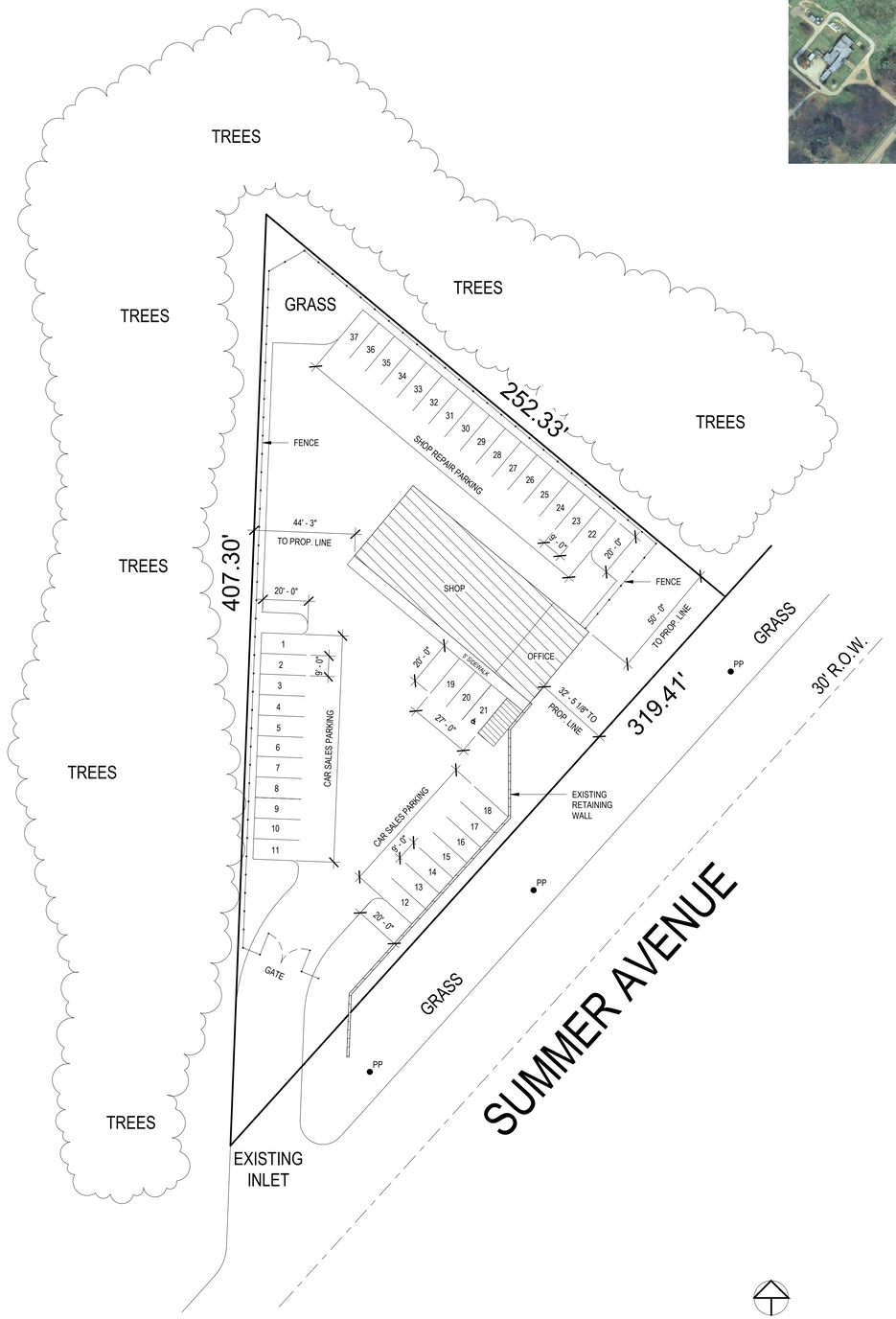
JOB NAME AND ADDRESS:
LAZARO HERNANDEZ
6250 SUMMER AVENUE, MEMPHIS, TN. 38134

SHEET TITLE:
ARCHITECTURAL SITE PLAN
DATE:
JULY 02, 2025

A1
SHEET NO:

7/2/2025 6:12:20 PM

VICINITY MAP



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SHEET TITLE:
ARCHITECTURAL SITE PLAN
DATE:
JULY 02, 2025

A1
SHEET NO:

7/2/2025 6:12:20 PM

WARAICH PROPERTIES INC
3919 FOREST POINTE WAY #
ARLINGTON TN 38002

MCKINNEY GLINDA
2296 BRANNICK DR #
MEMPHIS TN 38134

SYKES VALENCIA
6290 TRAFALGAR RD #
MEMPHIS TN 38134

GRACE MEMORIAL BAPTIST CH TRS
6205 ELMORE RD #
BARTLETT TN 38134

LINDSEY DAVID P & DAWN J
2320 BRANNICK DR #
MEMPHIS TN 38134

ANDERSON FAMILY LIVING TRUST
6295 SUMMER AVE #101
BARTLETT TN 38134

NEW IMAGE PROPERTY CORP
1209 DOVECREST RD #
MEMPHIS TN 38134

FERRELL JERRY W & DEBORA
9378 ZACHARIAH CV #
MEMPHIS TN 38133

EPH 27 LLC
4939 W RAY RD #4-507
CHANDLER AZ 85226

LOZANO YULLY D & CARLOS A ARCOS
6274 TRAFALGAR RD #
MEMPHIS TN 38134

GOOCH LARRY E AND CHARLOTTE A GOOCH
6193 ELMORE RD #
BARTLETT TN 38134

STORAGE LOCKER INC
6303 SUMMER AVE #
MEMPHIS TN 38134

WASHINGTON LINITRA R
6300 TRAFALGAR RD #
MEMPHIS TN 38134

GOOCH LARRY E & CHARLOTTE A
6193 ELMORE RD #
MEMPHIS TN 38134

MCCAVITT LYNDA J
2286 BRANNICK DR #
MEMPHIS TN 38134

WADE APRIL
2125 LEICHESTER LN #
MEMPHIS TN 38134

PASHBY'S AUTOMOTIVE (DBA)
6250 SUMMER AVE #
MEMPHIS TN 38134

MCCAVITT LYNDA J
2286 BRANNICK DR #
MEMPHIS TN 38134

MORALES FRANCISCO
6206 SUMMER AVE #
MEMPHIS TN 38134

MEMPHIS UNION MISSION
P O BOX 330 #
MEMPHIS TN 38101

SMITH CHARLES H JR
2290 BRANNICK DR #
BARTLETT TN 38134

CITY OF MEMPHIS
125 N MAIN ST #
MEMPHIS TN 38103

AHMED EFTEKAR
4426 JON STONE LN #
ARLINGTON TN 38002

GRACE MEMORIAL BAPTIST CH TRS
6205 ELMORE RD #
BARTLETT TN 38134

FUNDERBURKE SHEILA A
2267 JENNA SHANE DR #
FAYETTEVILLE NC 28306

IGLESIA UNION CRISTIANA CHURCH
6207 SUMMER AVE #
MEMPHIS TN 38134

SMITH CHARLES H JR
2290 BRANNICK DR #
MEMPHIS TN 38134

BAKJIAN SUSAN J
397 S CHINKAPIN DR #
ATOKA TN 38004

GOLDEN PARACHUTE HOLDINGS LLC
6413 MOSSWOOD DR #
MIDLAND TX 79707

CITY OF MEMPHIS L G & W
125 N MAIN ST #
MEMPHIS TN 38103

PANIS RICHARD Z
2289 BRANNICK DR #
MEMPHIS TN 38134

URSERY ELLA M
6241 ELMORE RD #
MEMPHIS TN 38134

PRIOLA PROPERTIES LLC
5570 PLEASANT VIEW RD #
MEMPHIS TN 38134

PRIOLA PROPERTIES LLC
5570 PLEASANT VIEW RD #
MEMPHIS TN 38134

MCKINNEY HOWARD G & GLINDA
2296 BRANNICK DR #
MEMPHIS TN 38134

POPE ANITA L
2310 BRANNICK DR #
MEMPHIS TN 38134

EL-BALAWI MOHAMMAD S AND ASMA M
2300 BRANNICK DR #
BARTLETT TN 38134

GRAYMIST LLC
8734 DUNDEE CV #
CORDOVA TN 38016

PASHBYS AUTOMOTIVE LLC
6260 SUMMER AVE #
BARTLETT TN 38134

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, Lazaro Hernandez _____, 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):

[x] 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 6250 Summer Avenue, Memphis, Tn. 38134
and further identified by Assessor's Parcel Number 088042 00022,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 1st day of July in the year of 2025.

MARLESHA JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Marlesha Jackson
Signature of Notary Public

September 26, 2027
My Commission Expires

Ray West Designs
3886 Inverness Drive Apt. 102
Memphis, TN. 38125
(o) 901.949.3114
(e) raywesthomes@aol.com

07/02/2025

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Sincerely,

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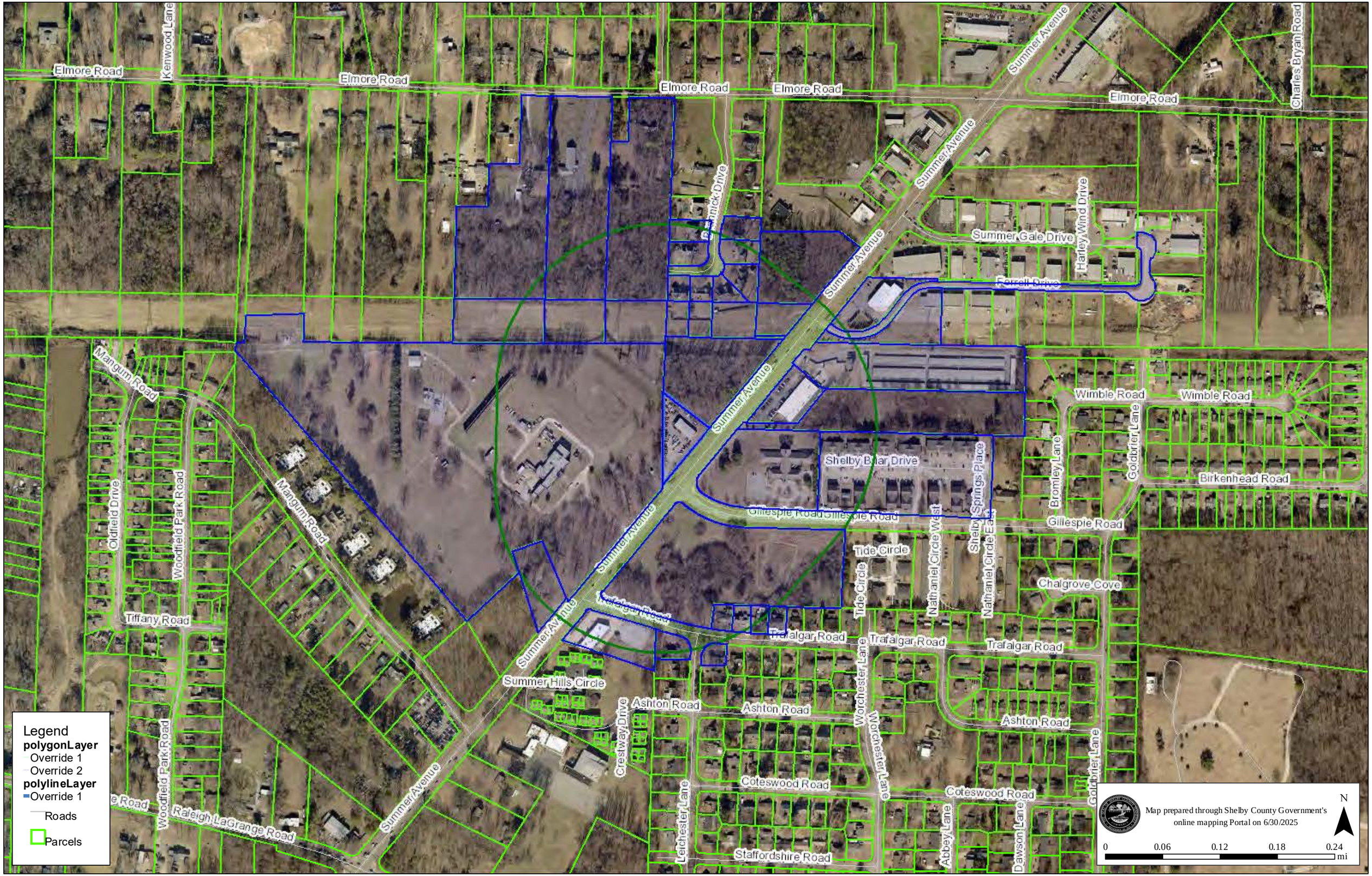
WWW.RWESTDESIGNS.COM


Elmore Road
Kenwood Lane
Elmore Road
Elmore Road
Elmore Road
Summer Avenue
Elmore Road
Charles Bryan Road
Summer Avenue
Summer Avenue
Harley Wind Drive
Summer Gale Drive
Farrell Drive
Summer Avenue
Mangum Road
Wimble Road
Wimble Road
Goldbrier Lane
Shelby Bluff Drive
Shelby Springs Place
Bromley Lane
Birkenhead Road
Gillespie Road Gillespie Road
Gillespie Road
Tide Circle
Nathaniel Circle West
Nathaniel Circle East
Chalgrove Cove
Oldfield Drive
Woodfield Park Road
Mangum Road
Summer Avenue
Raleigh LaGrange Road
Tiffany Road
Trafalgar Road
Trafalgar Road
Trafalgar Road
Tide Circle
Summer Hills Circle
Crestway Drive
Ashton Road
Ashton Road
Worchester Lane
Worchester Lane
Ashton Road
Goldbrier Lane
Coteswood Road
Coteswood Road
Leichester Lane
Staffordshire Road
Abbey Lane
Dawson Lane
Woodfield Park Road
Raleigh LaGrange Road
Summer Avenue
Legend
polygonLayer
Override 1
Override 2
polylineLayer
Override 1
Roads
Parcels
Map prepared through Shelby County Government's online mapping Portal on 6/30/2025
N
0
0.06
0.12
0.18
0.24
mi

Tom Leatherwood

Shelby County Register / Archives

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.

16001519

01/06/2016 - 04:06 PM

3 PGS	
ALONZO 1412991-16001519	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	1313.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: http://register.shelby.tn.us Email: Tom.Leatherwood@shelbycountytn.gov
Join us on Facebook

Prepared by:
Fearnley, Martin & McDonald, PLLC
6389 N. Quail Hollow Road - Suite 202
Memphis, TN 38120

Firm File No.: FMM1512110/LI

WARRANTY DEED

THIS INDENTURE made and entered into this 30th day of **December, 2015**, by and between **Robert H. Edmonds d/b/a Edmonds Automotive,** party of the first part, hereinafter called Grantor and **Jason Pashby dba Pashby's Automotive**, party of the second part, hereinafter called Grantee.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee, to wit:

Part of the W.B. Bolton 4.21 acres of the Virgil M. Bennett 247.5 acres, lying in Memphis, Shelby County, Tennessee and being further described hereon:

Commencing at a found iron pin in the northwest line of U.S. Highway 70 (40 feet from centerline), said point being located 526.6 feet southwest of the north line of said Bennett Tract; thence North 52 degrees 44 minutes 17 seconds West 16.07 feet to the True Point of Beginning; thence South 37 degrees 12 minutes 43 seconds West along the northwest line of U.S. Highway 70 a distance of 318.62 feet; thence North 01 degrees 13 minutes 04 seconds West along the east line of the MLGW property (Inst. X3 7558) a distance of 407.02 to a found iron pin; thence South 52 degrees 44 minutes 17 seconds East along the southwest line of the ACM, LLC property (Inst.10022822) a distance of 252.98 feet to the point of beginning.

Being all or part of the same property conveyed to Robert H. Edmonds, d/b/a Edmonds Automotive, by virtue of that certain Warranty Deed at Instrument No. AW 3887 being recorded in the Shelby County, Tennessee Register's Office.

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

The said party of the first part does hereby covenant with the said party of the second part, hereinafter called Grantee that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered except for:

- 2016 City of Memphis taxes and 2016 Shelby County taxes, being liens not yet due and payable.
- Easements of record at Instrument Nos., J8 7615, AU 3022, AX 1677 and KR 9973, as recorded in the said Register's Office.

The party of the first part further warrants that title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

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

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

Robert H. Edmonds

Robert H. Edmonds d/b/a
Edmonds Automotive

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, **Robert H. Edmonds d/b/a Edmonds Automotive**, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 30th day of December, **2015**.

Notary Public

W. GRADY MCDONALD STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMMISSION EXPIRES JULY 6, 2016

My Commission Expires: 7/6/16

Property Owner & Address: Jason Pashby dba Pashby's Automotive
6250 Highway 70
Memphis, TN 38134

Tax Parcel No: 088042 00022

Property Address: 6250 Highway 70
Memphis, TN 38134

Mail Tax Bills To: Jason Pashby dba Pashby's Automotive
6250 Highway 70
Memphis, TN 38134

STATE OF TENNESSEE
COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is **$350,000.00** which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN TO before me this 30th day of December, **2015**.

Notary Public

W. GRADY MCDONALD STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMMISSION EXPIRES JULY 6, 2016

My Commission Expires: 7/6/16

After Recording Return to:

Fearnley, Martin & McDonald, PLLC
6389 N. Quail Hollow Road - Ste. 202
Memphis, TN 38120

I, **Michael A. Fearnley**, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature **Michael A. Fearnley**

State of Tennessee
County of Shelby

On this the **6th** day of **January, 2016**, personally appeared before me, **W. Grady McDonald**, a Notary Public for this county and state, **Michael A. Fearnley,** who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

My Commission Expires: 7/6/2016

CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning COMMITTEE: 12/2/2025
DATE

PUBLIC SESSION: 12/16/2025
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 planned development at the subject property located at 3021 East Shelby Drive, known as case number PD 2025-002

CASE NUMBER: PD 2025-002

DEVELOPMENT: Shelby Rail Service Planned Development

LOCATION: 3021 East Shelby Drive

COUNCIL DISTRICT: District 3 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Shelby Railroad Service, Inc.

REPRESENTATIVE: Cindy Reaves, SR Consulting, LLC

REQUEST: Amendment to PD 06-349 to add additional land for storage

AREA: +/-35.164 acres

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**
Hearing – December 16, 2025

PRIOR ACTION ON ITEM:
(2) APPROVAL - (1) APPROVED (2) DENIED
07/10/2025 DATE
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

SOURCE AND AMOUNT OF FUNDS
$ OPERATING BUDGET
$ CIP PROJECT #
$ FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:	***DATE***	***POSITION***
	11/24/25	PLANNER
		DEPUTY ADMINISTRATOR
	11/24/25	ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN

Memphis City Council
Summary Sheet

PD 2025-002

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 3021 EAST SHELBY DRIVE, KNOWN AS CASE NUMBER PD 2025-002

- This item is a resolution with conditions to allow an amendment to PD 06-349 to add additional land for storage; and

- This resolution, if approved with conditions, will supersede the existing zoning for this property; and

- The item may require future public improvement contracts.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on ***Thursday, July 10, 2025***, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	PD 2025-002
DEVELOPMENT:	Shelby Rail Service Planned Development
LOCATION:	3021 East Shelby Drive
COUNCIL DISTRICT:	District 3 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT:	Shelby Railroad Service, Inc.
REPRESENTATIVE:	Cindy Reaves, SR Consulting, LLC
REQUEST:	Amendment to PD 06-349 to add additional land for storage
EXISTING ZONING:	Residential Single Family – 8 (R-8)
AREA:	+/-35.164 acres

The following spoke in support: Cindy Reaves, Dedrick Brittenum

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 rejection.

The motion failed by a vote of 1-7-0 on the regular public hearing agenda.

Respectfully,

Alexis Longstreet

Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

PD 2025-002
CONDITIONS

Outline Plan Conditions

I. USES PERMITTED:
   A. Area A: Construction contractor with outdoor storage facility.
   B. **Area B: Vehicle and Equipment Outdoor Storage under lease such as Boats, Buses, Campers, Contractor Equipment, Recreational Vehicles, Trucks, and other Vehicle Storage uses.**
   C. Area C: Uses permitted by right in the CMU-2 District
   D. In Areas A and B, uses permitted by right in the EMP district, except that the following uses shall be prohibited:
      1. Adult entertainment (excluded)
      2. Off-Premise Advertising Signs
      3. Amusements, Commercial outdoor
      4. Campground, Travel Trailer park
      5. Drive-in Theater
      6. Garage, Commercial
      7. Tavern, cocktail lounge, nightclub
      8. Brewery
      9. Bus terminal or Service Facility
      10. Taxicab Dispatch Station
      11. Garage or Refuse Collection Service
      12. Used Goods, Secondhand Sales
      13. Chemical Manufacturing
      14. Slaughtering Business
      15. Beverage Recycling Center
      16. **Tractor-Trailer or Container storage, drop lot**

II. BULK REGULATIONS:
   A. The minimum front yard setback shall be 50 feet.
   B. The minimum side yard setbacks shall be 10 feet.
   C. The maximum height of any outdoor storage shall be 15 feet.

III. ACCESS, PARKING AND CIRCULATION:
   A. Two curb cuts are permitted onto Shelby Drive.
   B. The City Engineer shall approve the design, number and location of curb cuts. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
   C. No curb cut shall be located closer than 500 feet from the centerline of Swinnea Road.
   D. The parking requirements of the EMP District shall apply.
   E. All parking areas and driving aisles to be paved with asphalt or concrete.
   F. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
   G. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

IV. SIGNS:

A. One ground-mounted monument style sign is permitted with a maximum area of 100 feet, to be designed and located with due consideration for sight distance requirements. The final plan shall indicate the location and dimensions of any freestanding on-premise sign, subject to the review and approval of the Division of Planning and Development.

A. **Any additional signs shall be in accordance with the CMU-2 District.**

B. No permanent off-premise advertising signs are permitted.

C. No temporary or portable signs are permitted.

D. All signs shall be set back a minimum of 10 feet from the right-of-way.

V. LANDSCAPING AND DESIGN:

A. The landscaping screen along Shelby Drive ~~**shall be**~~ as shown on the proposed site plan**, shall be installed along the entire frontage** and shall include an irrigation system for the area.

B. The front elevation of the principal building shall be brick or masonry, and a graphic rendering of that building shall be part of the final plan.

C. Outdoor lighting should be directed so that it does not glare onto nearby properties.

D. The existing trees along Shelby Drive for the amendment area shall be shown on the final Plat.

VI. DRAINAGE:

A. Drainage improvements, including on-site detention, shall be provided under a Standard Subdivision contract in accordance with Subdivision Regulations and the City of Memphis Drainage Design Manual.

B. Drainage data for assessment of on-site detention requirements shall be submitted to and approved by the City Engineer.

VII. SITE PLAN REVIEW:

~~E.~~ A site plan shall be submitted for the review, comment and recommendation of the **Division** ~~**Office**~~ of Planning and Development and appropriate City and County agencies. ~~**for approval of the Land Use Control Board prior to approval of any final plan for development that includes acquisition of adjacent land to the west.**~~

VIII. FINAL PLAN:

A. A final plan shall be recorded within 5 years from the date of the recording of the outline plan, provided that the Land Use Control Board may approve an extension of this deadline.

B. Any final plan shall include the following:

1. The outline plan conditions,
2. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
3. The location and ownership, whether public or private, of any easement, and
4. The exact locations and dimensions including height of buildings, parking areas, utility easements, drives, trash receptacles, loading facilities and required

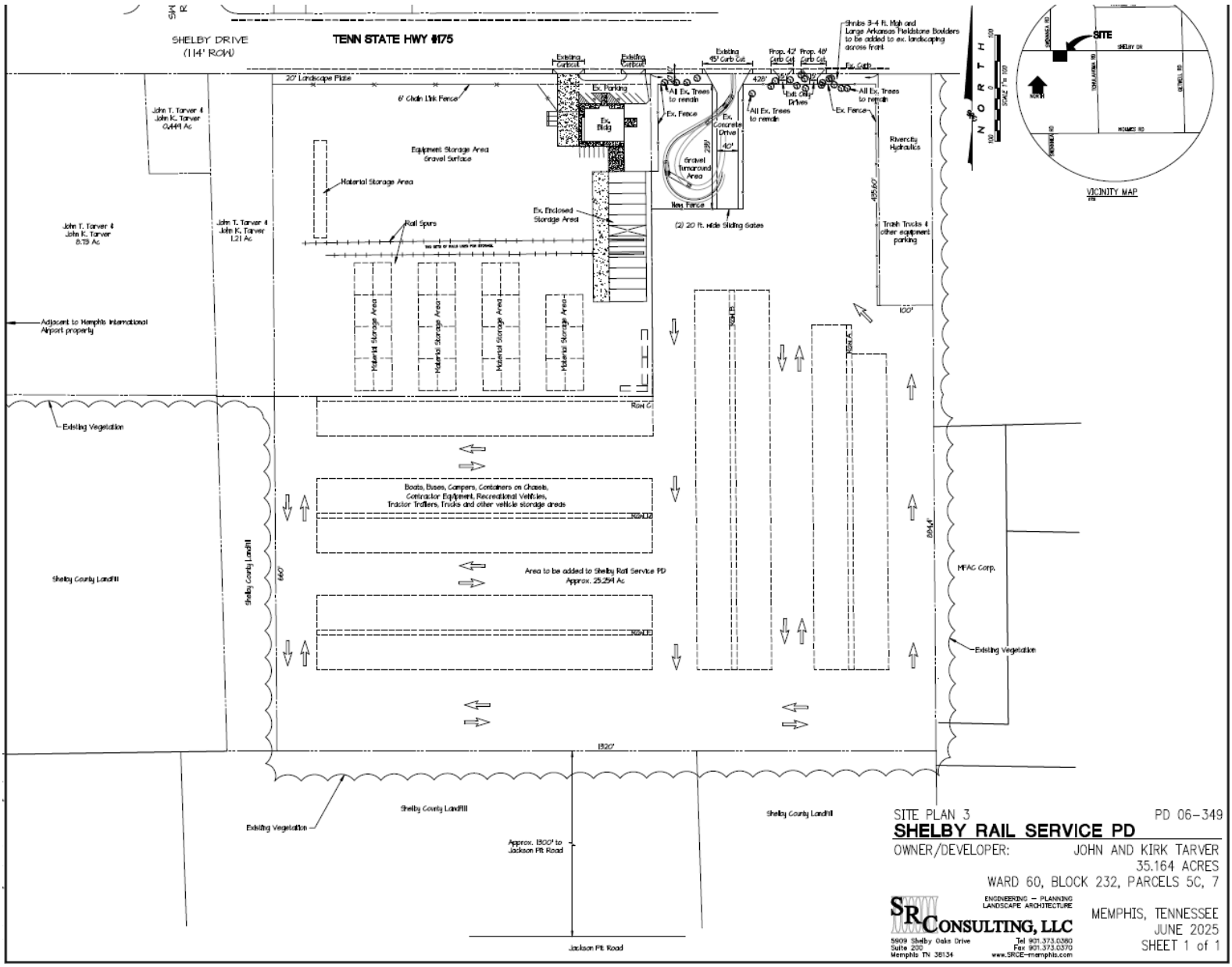
landscaping and screening areas;

5. The content of all landscaping and screening is to be provided,

~~**6. If applicable, a statement conveying facilities and areas to a property owners' association or other entity for ownership and maintenance purposes,**~~

~~**7. The following note shall be placed on the final plat of any development requiring on-site storm water facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement shall be owned and maintained by the property owner and/or property owner's association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation; fallen objects; debris; trash; mowing; outlet cleaning; and repair of drainage structures.**~~

CONCEPT PLAN



RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 3021 EAST SHELBY DRIVE, KNOWN AS CASE NUMBER PD 2025-002

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 planned development for certain stated purposes in the various zoning districts; and

WHEREAS, the Shelby Railroad Service, Inc. filed an application with the Memphis and Shelby County Division of Planning and Development to allow an amendment to PD 06-349 to add additional land for storage; and

WHEREAS, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives and standards for planned developments 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 subject to outline plan conditions concerning the above considerations to the Memphis and Shelby County 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 July 10, 2025, and said Board has submitted its findings and recommendation subject to outline plan conditions 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 planned development is hereby granted in accordance with the attached outline plan conditions.

BE IT FURTHER RESOLVED, that the requirements of said aforementioned clause of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

OUTLINE PLAN CONDITIONS

Outline Plan Conditions

I. USES PERMITTED:
   A. Area A: Construction contractor with outdoor storage facility.
   B. **Area B: Vehicle and Equipment Outdoor Storage under lease such as Boats, Buses, Campers, Contractor Equipment, Recreational Vehicles, Trucks, and other Vehicle Storage uses.**
   C. Area C: Uses permitted by right in the CMU-2 District
   D. In Areas A and B, uses permitted by right in the EMP district, except that the following uses shall be prohibited:
      1. Adult entertainment (excluded)
      2. Off-Premise Advertising Signs
      3. Amusements, Commercial outdoor
      4. Campground, Travel Trailer park
      5. Drive-in Theater
      6. Garage, Commercial
      7. Tavern, cocktail lounge, nightclub
      8. Brewery
      9. Bus terminal or Service Facility
      10. Taxicab Dispatch Station
      11. Garage or Refuse Collection Service
      12. Used Goods, Secondhand Sales
      13. Chemical Manufacturing
      14. Slaughtering Business
      15. Beverage Recycling Center
      16. **Tractor-Trailer or Container storage, drop lot**

II. BULK REGULATIONS:
   A. The minimum front yard setback shall be 50 feet.
   B. The minimum side yard setbacks shall be 10 feet.
   C. The maximum height of any outdoor storage shall be 15 feet.

III. ACCESS, PARKING AND CIRCULATION:
   A. Two curb cuts are permitted onto Shelby Drive.
   B. The City Engineer shall approve the design, number and location of curb cuts. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
   C. No curb cut shall be located closer than 500 feet from the centerline of Swinnea Road.
   D. The parking requirements of the EMP District shall apply.
   E. All parking areas and driving aisles to be paved with asphalt or concrete.
   F. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
   G. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

IV. SIGNS:

A. One ground-mounted monument style sign is permitted with a maximum area of 100 feet, to be designed and located with due consideration for sight distance requirements. The final plan shall indicate the location and dimensions of any freestanding on-premise sign, subject to the review and approval of the Division of Planning and Development.

A. **Any additional signs shall be in accordance with the CMU-2 District.**

B. No permanent off-premise advertising signs are permitted.

C. No temporary or portable signs are permitted.

D. All signs shall be set back a minimum of 10 feet from the right-of-way.

V. LANDSCAPING AND DESIGN:

A. The landscaping screen along Shelby Drive ~~**shall be**~~ as shown on the proposed site plan**, shall be installed along the entire frontage** and shall include an irrigation system for the area.

B. The front elevation of the principal building shall be brick or masonry, and a graphic rendering of that building shall be part of the final plan.

C. Outdoor lighting should be directed so that it does not glare onto nearby properties.

D. The existing trees along Shelby Drive for the amendment area shall be shown on the final Plat.

VI. DRAINAGE:

A. Drainage improvements, including on-site detention, shall be provided under a Standard Subdivision contract in accordance with Subdivision Regulations and the City of Memphis Drainage Design Manual.

B. Drainage data for assessment of on-site detention requirements shall be submitted to and approved by the City Engineer.

VII. SITE PLAN REVIEW:

~~E.~~ A site plan shall be submitted for the review, comment and recommendation of the **Division** ~~**Office**~~ of Planning and Development and appropriate City and County agencies. ~~**for approval of the Land Use Control Board prior to approval of any final plan for development that includes acquisition of adjacent land to the west.**~~

VIII. FINAL PLAN:

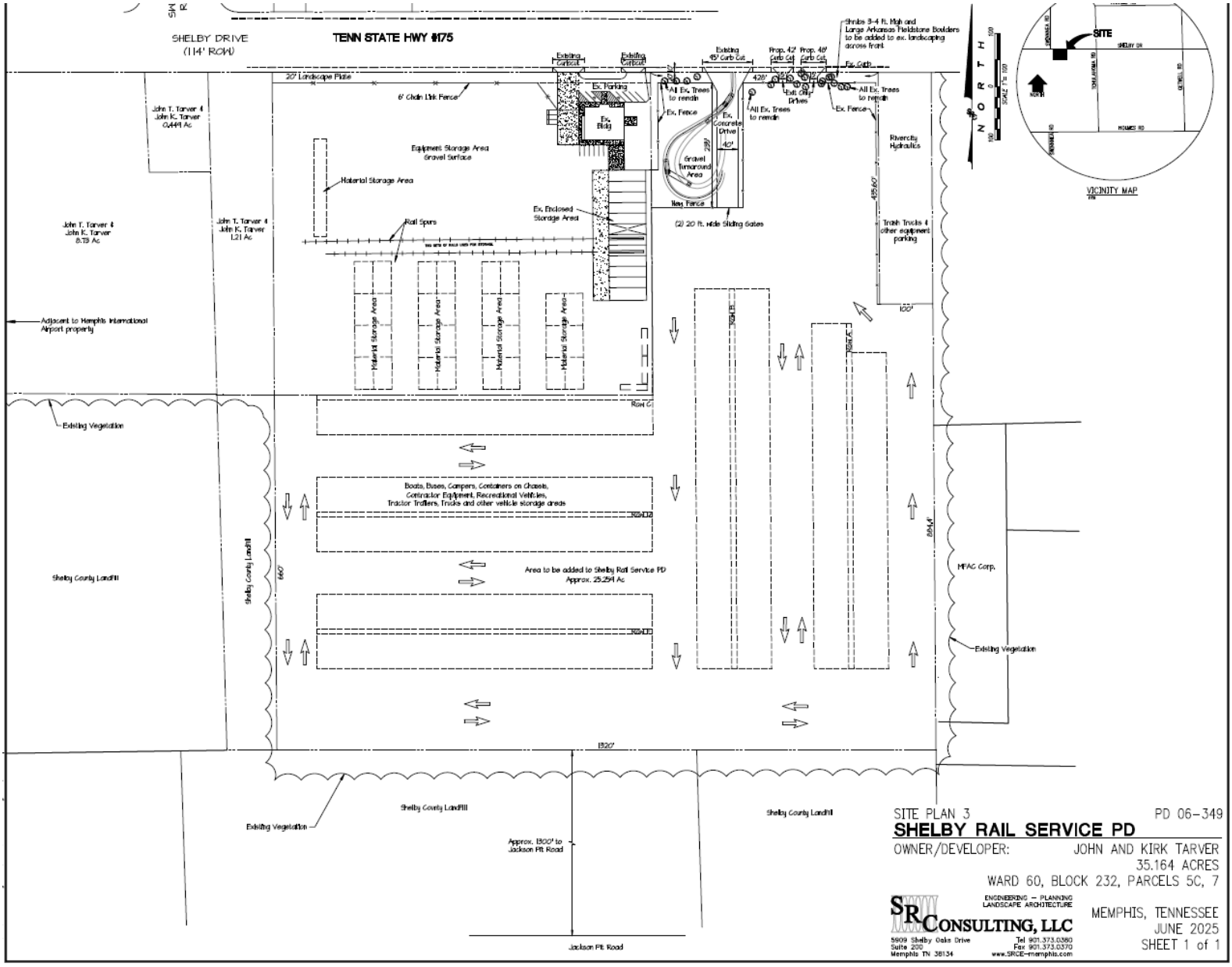
A. A final plan shall be recorded within 5 years from the date of the recording of the outline plan, provided that the Land Use Control Board may approve an extension of this deadline.

B. Any final plan shall include the following:

1. The outline plan conditions,
2. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
3. The location and ownership, whether public or private, of any easement, and
4. The exact locations and dimensions including height of buildings, parking areas, utility easements, drives, trash receptacles, loading facilities and required landscaping and screening areas;
5. The content of all landscaping and screening is to be provided,

6. If applicable, a statement conveying facilities and areas to a property owners' association or other entity for ownership and maintenance purposes,
7. The following note shall be placed on the final plat of any development requiring on- site storm water facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement shall be owned and maintained by the property owner and/or property owner's association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation; fallen objects; debris; trash; mowing; outlet cleaning; and repair of drainage structures.

CONCEPT PLAN



SITE PLAN 3 PD 06-349

SHELBY RAIL SERVICE PD

OWNER/DEVELOPER: JOHN AND KIRK TARVER

35.164 ACRES

WARD 60, BLOCK 232, PARCELS 5C, 7

SRC CONSULTING, LLC
ENGINEERING — PLANNING
LANDSCAPE ARCHITECTURE
5909 Shelby Oaks Drive
Suite 200
Memphis TN 38134
Tel 901.373.0380
Fax 901.373.0370
www.SRCE-memphis.com

MEMPHIS, TENNESSEE
JUNE 2025
SHEET 1 of 1

ATTEST:

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

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 1 **L.U.C.B. MEETING:** July 10, 2025

CASE NUMBER: PD 2025-002

DEVELOPMENT: Shelby Rail Service Planned Development

LOCATION: 3021 East Shelby Drive

COUNCIL DISTRICT: District 3 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Shelby Railroad Service, Inc.

REPRESENTATIVE: Cindy Reaves, SR Consulting, LLC

REQUEST: Amendment to PD 06-349 to add additional land for storage

EXISTING ZONING: Residential Single Family – 8 (R-8)

CONCLUSIONS

1. The subject property is located +/-1,320 feet from the Jackson Pitt Dump.
2. The applicant is proposing to utilize the additional land for "construction contractor with outdoor storage facility". There aren't any proposed structures other storage containers that serve as stalls on the additional land to be added.
3. The proposed additional land has been excavated and replaced with gravel landscaping. See pages 9 – 12 for photos of the current conditions of the subject property.
4. The proposed uses permitted, as noted in the outline plan conditions, are that in which are permitted in the Employment (EMP) zoning district.
5. The project will 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.

CONSISTENCY WITH MEMPHIS 3.0

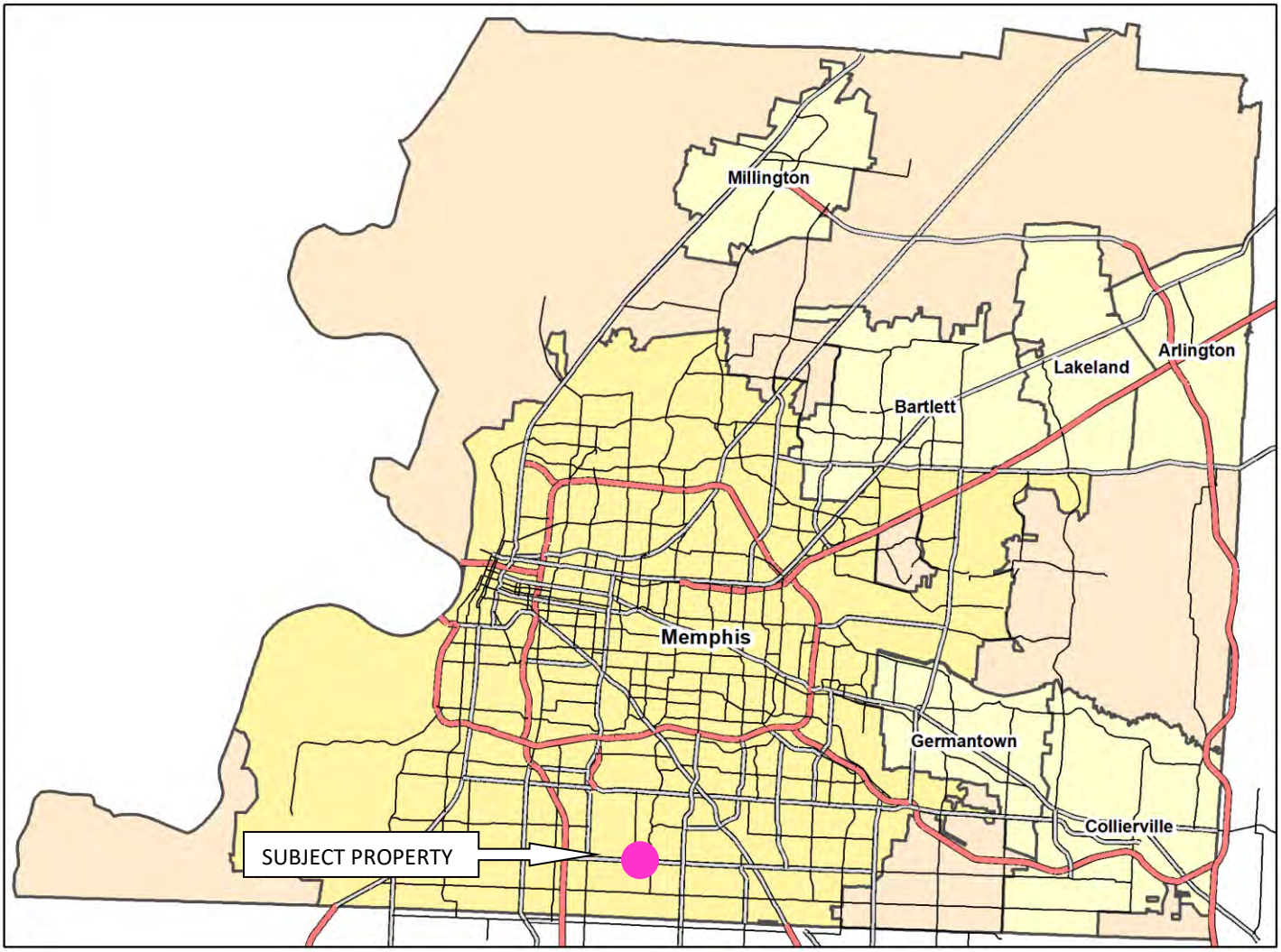
This proposal is inconsistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 26 – 28 of this report.

RECOMMENDATION:

Rejection

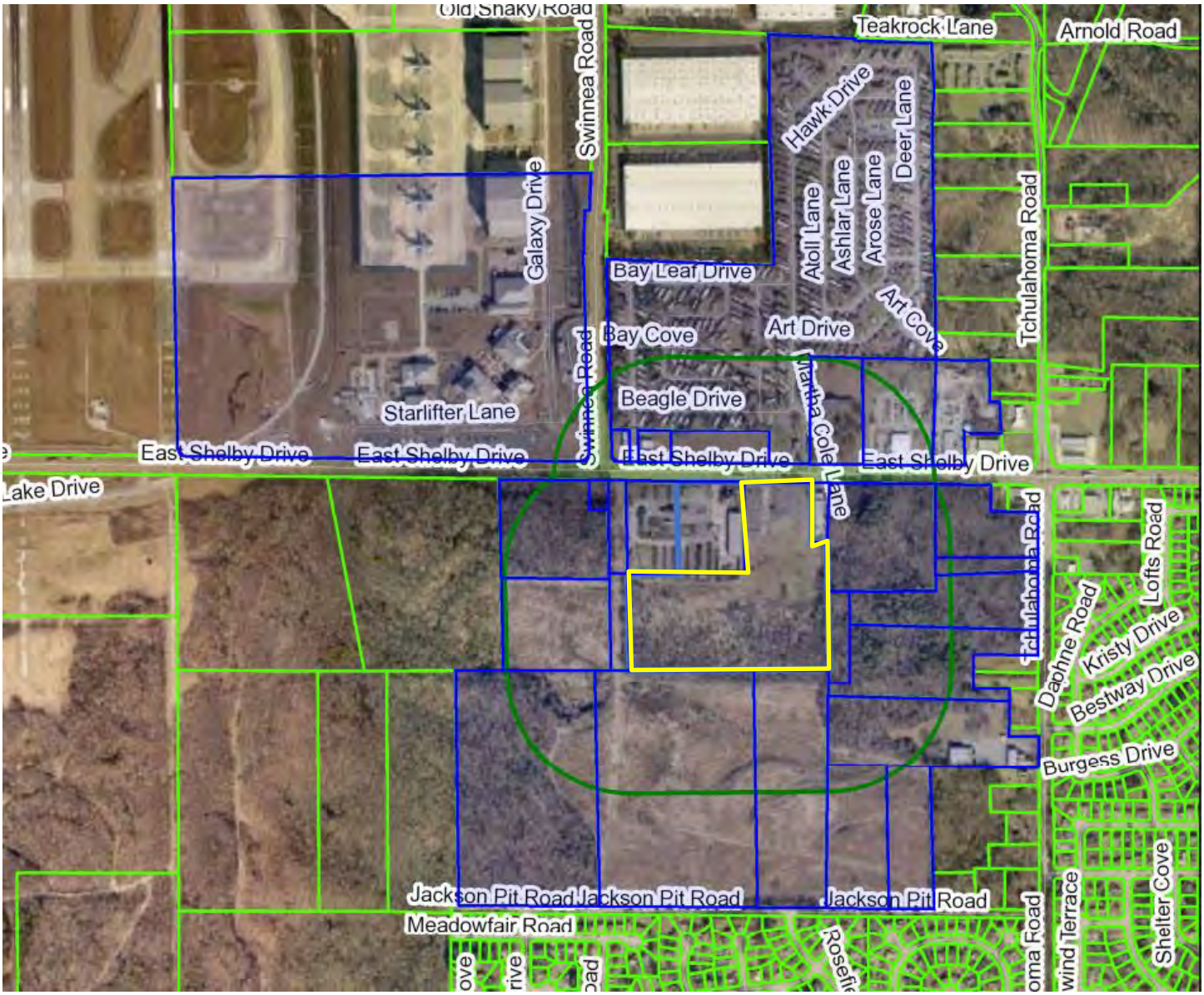
Staff Writer: ***Alexis Longstreet*** **E-mail:** ***alexis.longstreet@memphistn.gov***

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 22 notices were mailed on March 21, 2025, see page 28 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see page 29 of this report for a copy of the sign affidavit.

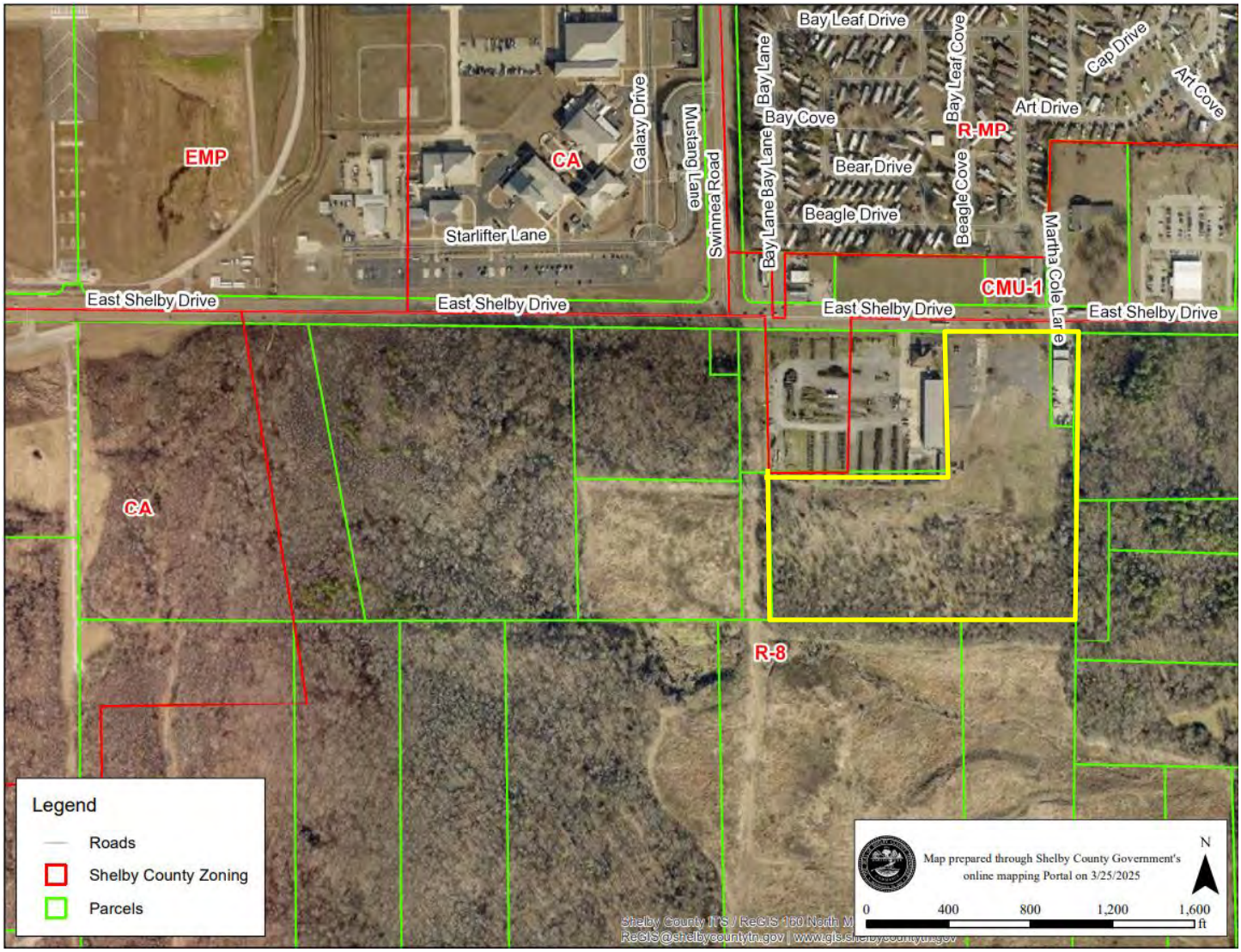
NEIGHBORHOOD MEETING

The meeting was held at 5:30 PM on Monday, March 31, 2025, at Shelby Railroad Services, 3021 East Shelby Drive.

AERIAL

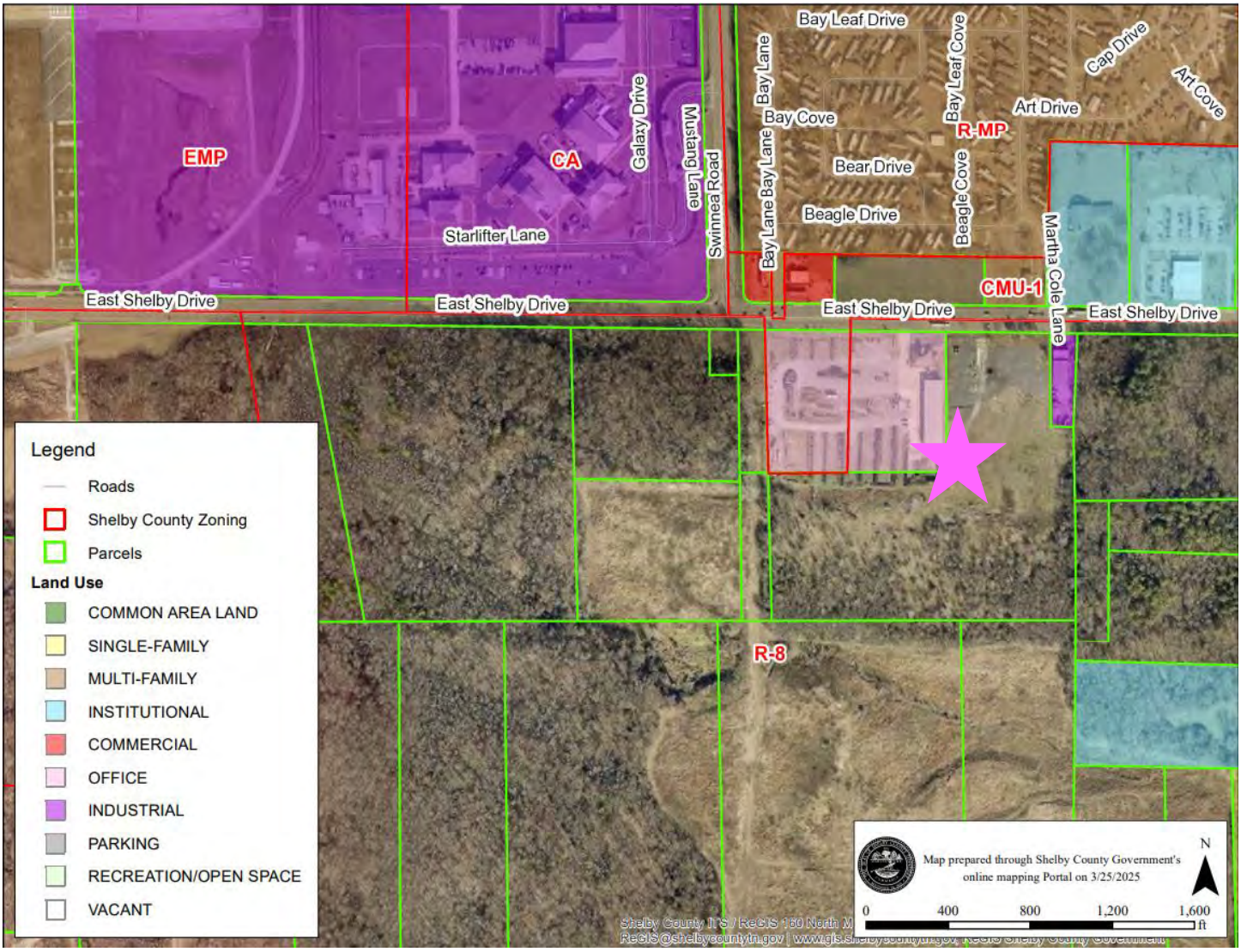
Subject property outlined in yellow

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS

View of subject property looking north.

View of subject property looking south.

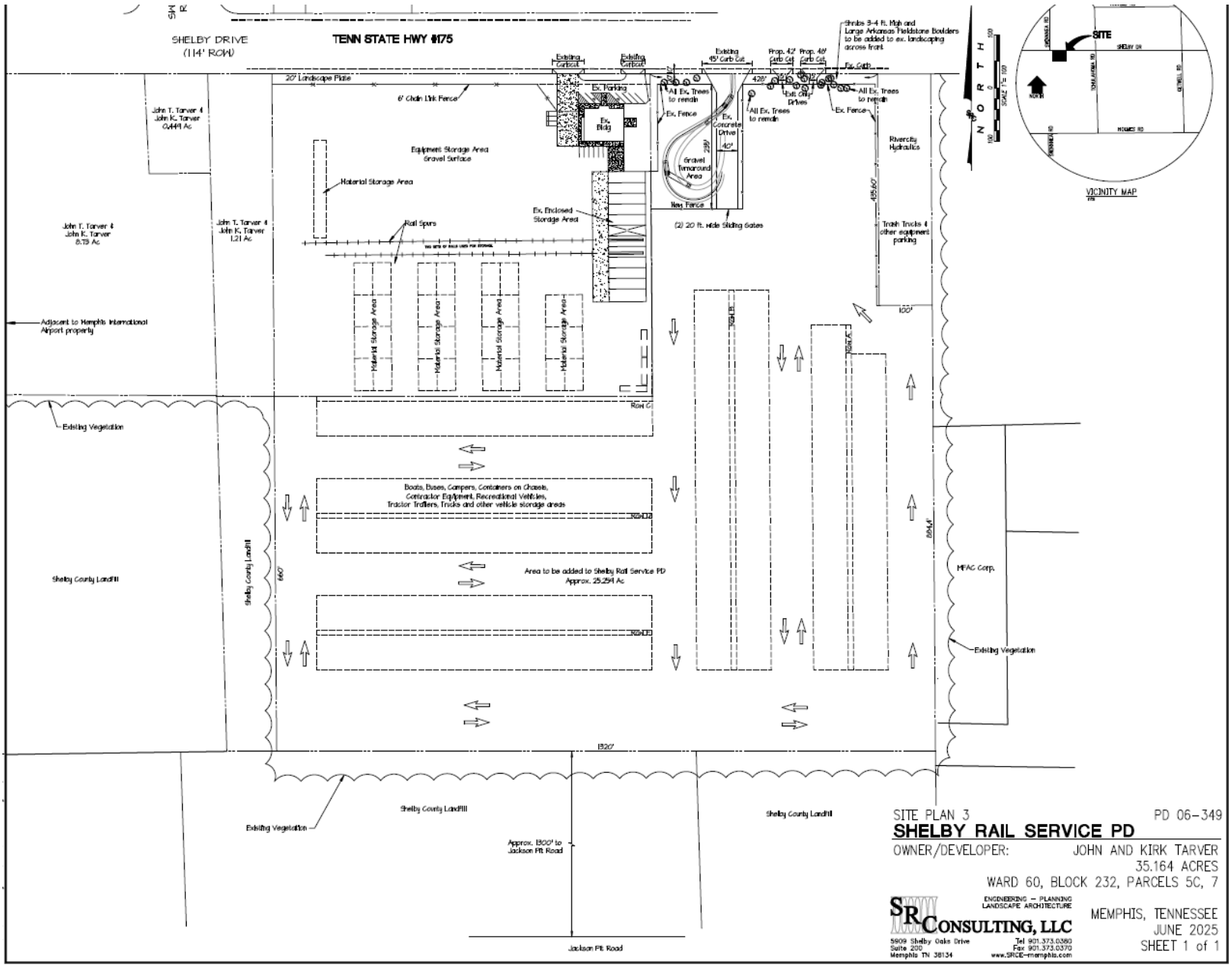
CURRENT CONDITION OF SUBJECT PROPERTY

STOP

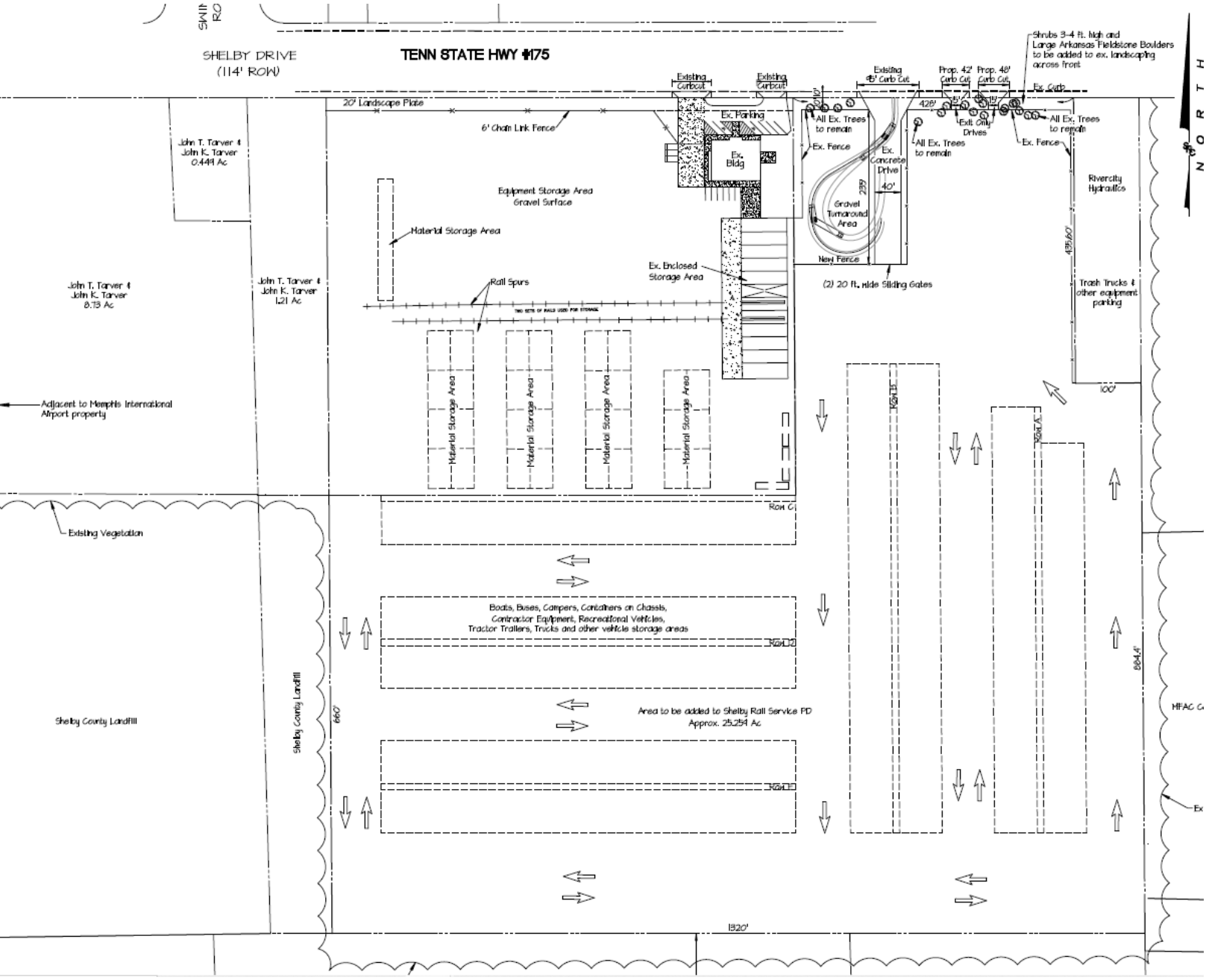
CONST. LABORERS
VALID DRIVER'S LIC.
DRUG FREE

STOP

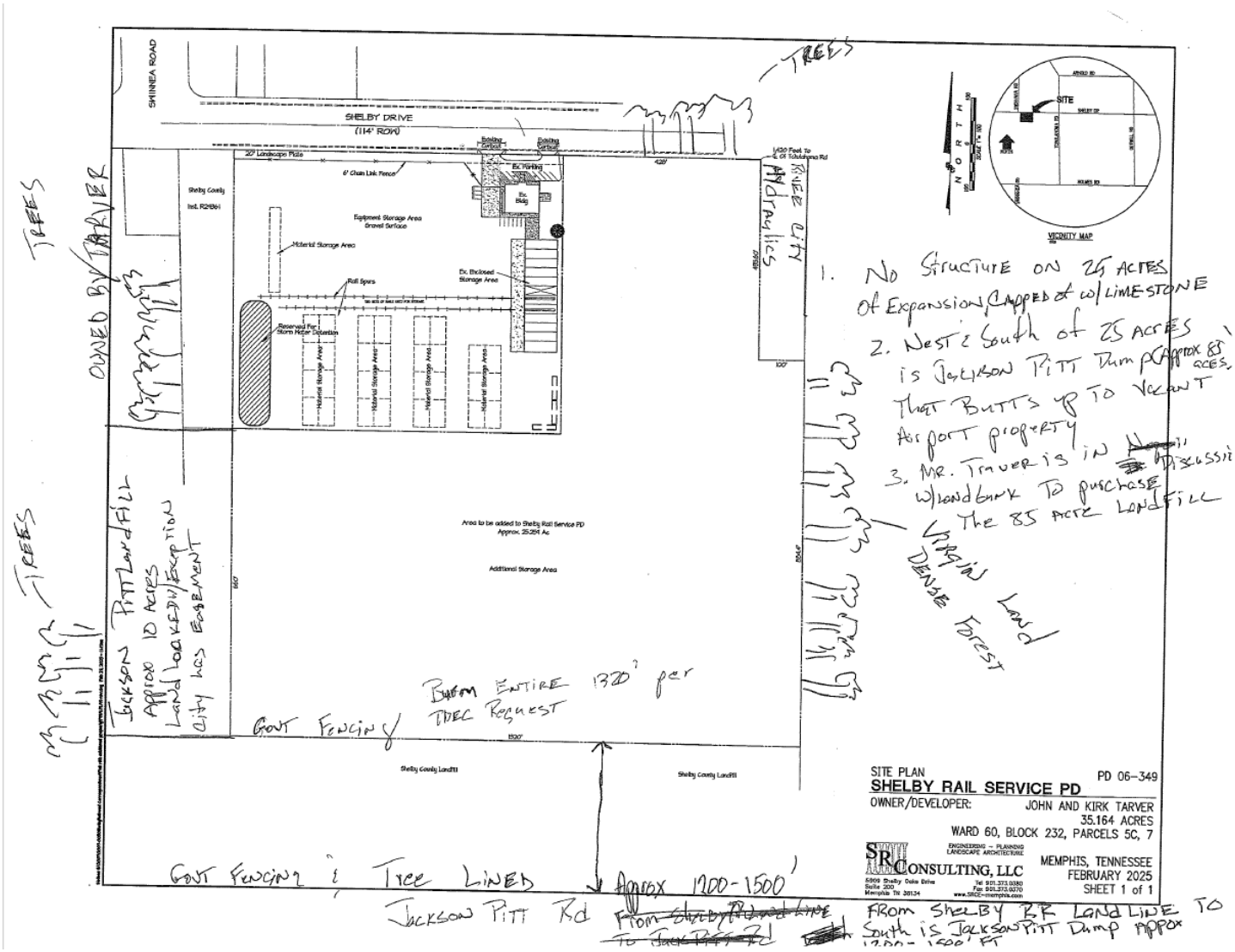
CONCEPT PLAN



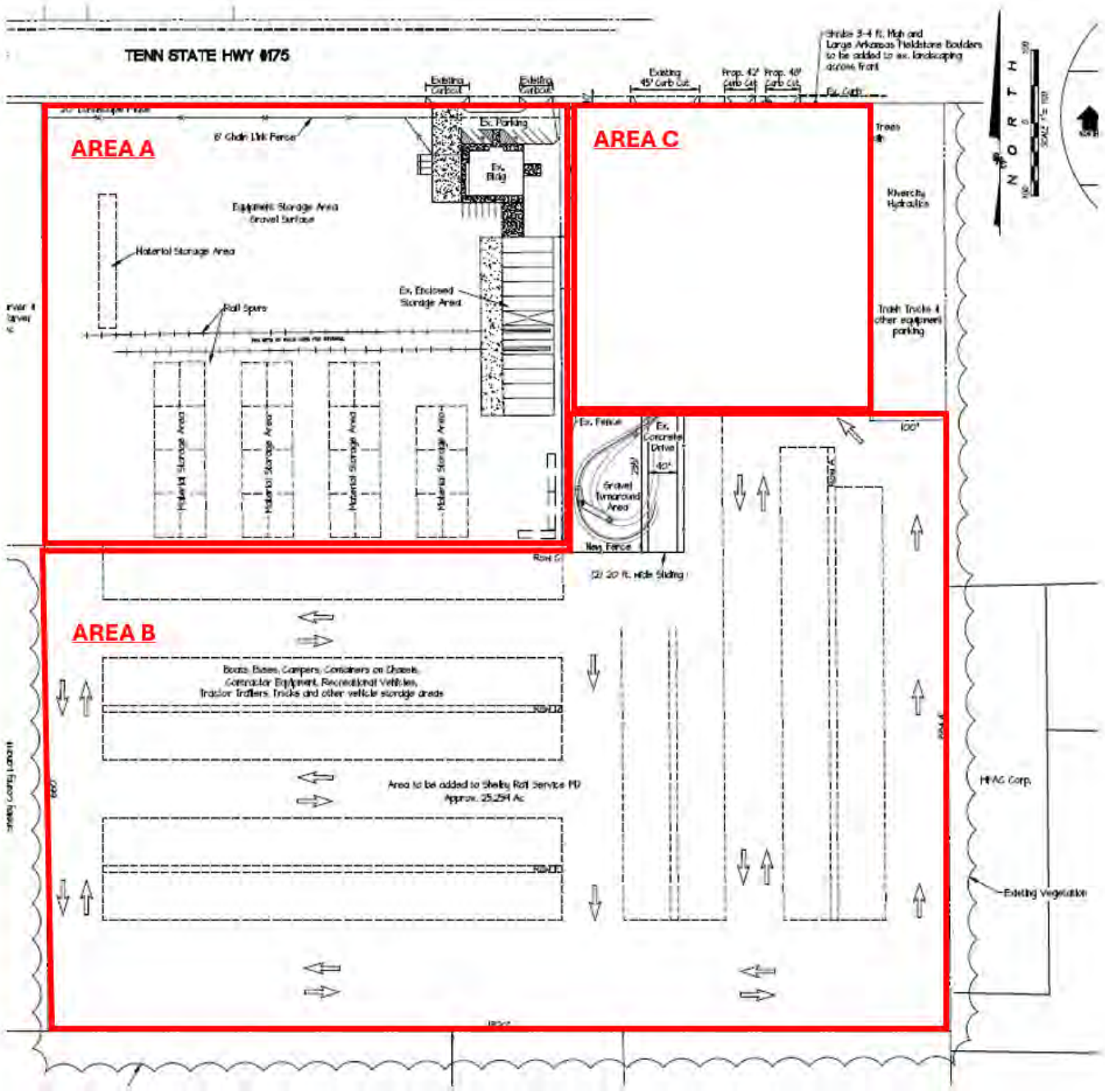
CONCEPT PLAN – MAGNIFIED



LANDSCAPE PLAN



CONCEPT PLAN – STAFF DESIGNED



CASE REVIEW

Request

The request is an amendment to PD 06-349 to add additional land for storage.

Applicability

Staff disagrees the applicability standards and criteria as set out in Section 4.10.2 of the Unified Development Code are or will be met.

4.10.2 Applicability

The governing bodies may, upon proper application, grant a special use permit for a planned development (see Chapter 9.6) for a tract of any size within the City or for tracts of at least three acres in unincorporated Shelby County to facilitate the use of flexible techniques of land development and site design, by providing relief from district requirements designed for conventional developments, and may establish standards and procedures for planned developments in order to obtain one or more of the following objectives:

- *A. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.*
- *B. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.*
- *C. Functional and beneficial uses of open space areas.*
- *D. Preservation of natural features of a development site.*
- *E. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.*
- *F. Rational and economic development in relation to public services.*
- *G. Efficient and effective traffic circulation, both within and adjacent to the development site, that supports or enhances the approved transportation network.*
- *H. Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environment and living units.*
- *I. Revitalization of established commercial centers of integrated design to order to encourage the rehabilitation of such centers in order to meet current market preferences.*
- *J. Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work.*
- *K. Consistency with the Memphis 3.0 General Plan.*

General Provisions

Staff disagrees the general provisions standards and criteria as set out in Section 4.10.3 of the Unified Development Code are or will be met.

4.10.3 General Provisions

The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations of the Land Use Control Board and the Zoning Administrator which shall be forwarded pursuant to provisions contained in this Chapter.

- *A. The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the*

current development policies and plans of the City and County.

B. *An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.*
C. *The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for structures, parking and loading areas or access way shall be landscaped or otherwise improved except where natural features are such as to justify preservation.*
D. *Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.*
E. *Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.*
F. *Lots of record are created with the recording of a planned development final plan.*

Commercial or Industrial Criteria

Staff disagrees the additional planned commercial or industrial development criteria as set out in Section 4.10.5 of the Unified Development Code are or will be met.

4.10.5 Planned Commercial or Industrial Developments

Approval of a planned commercial or industrial development may be issued by the governing bodies for buildings or premises to be used for the retail sale of merchandise and services, parking areas, office buildings, hotels and motels and similar facilities ordinarily accepted as commercial center uses and those industrial uses which can be reasonably be expected to function in a compatible manner with the other permitted uses in the area. In addition to the applicable standards and criteria set forth in Section 4.10.3, planned commercial or industrial developments shall comply with the following standards:

A. *Screening*

   When commercial or industrial structures or uses in a planned commercial or industrial development abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies.

B. *Display of Merchandise*

   All business, manufacturing and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure.

C. *Accessibility*

   The site shall be accessible from the proposed street network in the vicinity which will be adequate to carry the anticipated traffic of the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development.

D. *Landscaping*

   Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.

Approval Criteria

Staff disagrees the approval criteria as set out in Section 9.6.9 of the Unified Development Code are being 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:

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.*
C. *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.*
D. *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.*
E. *The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
F. *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.*
G. *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.*
H. *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:
3021 East Shelby Drive (Parcel ID: 060232 00005C), 0 East Shelby Drive (Parcel ID: 060232 00007)

Parcel ID:
060232 00005C, 060232 00007

Area:
+/-35.164 acres

Description:
The subject property, 3021 East Shelby Drive, is known as Parcel 5 and 6 of Shelby Rail Service Planned Development (PD 2006-349). Per the assessor's site, the subject property has an industrial classification. The subject property has an office land use classification. The subject property is currently operated by the Shelby Railroad Services, Inc. The proposed added land, 060232 00007, has a vacant land use classification and is landlocked between the Shelby Railroad Services, Inc. property and the Shelby County Landfill/Jackson Pit properties located south.

Site Zoning History

In May 1986, The Memphis City Council approved Ordinance No. 3553 for a zoning change from Residential Single Family – 8 (R-8) zoning to Commercial Mixed Use – 1 (CMU-1) formally known as Local Commercial (C-L) (Z 1986 – 100).

In May 1995, the Memphis and Shelby County Land Use Control Board approved the Cavalier Center Planned Development (PD 1995 – 315), a two-phase planned development that permitted commercial uses and a mini-warehouse.

In February 2006, the Memphis City Council approved the Shelby Rail Service, Inc. Planned Development (PD 2006-0349) to establish a planned development for construction contractor office with outdoor storage facility.

Concept Plan Review

- All existing facilities located at 3021 East Shelby Drive will remain.
    - There are four (4) material storage areas designated along the south property line of 3021 East Shelby Drive.
    - There is an existing enclosed storage area along the eastern property line.
- Approximately 25.25 acres being proposed to be added to the existing Shelby Railyard Planned Development.
- There is a total of three curb cuts serving the proposed vehicle self-storage area.
    - One (1) existing 95-foot-wide curb cut with a 40-foot-wide drive
        - Entrance curb cut with a gravel turnaround area
    - Two (2) proposed exit only curb cuts with a 15-foot-wide drive
        - One (1) 42-foot-wide curb cut
        - One (1) 48-foot-wide curb cut
- There are two (2) 20-foot-wide sliding gates
- A new fence is being proposed at the entrance of the vehicle self-storage area
- There is an existing fence along the east property line
- All existing landscaping along Shelby Drive will remain
- There are five (5) “rows” being proposed for vehicle self-storage with a total of nine (9) storage containers

Analysis

The applicant is proposing to amend the existing Shelby Rail Service Planned Development to add additional land for contractor storage of materials. The permitted uses in the area to be added will be governed by Employment zoning district regulations. The land to be added is currently landlocked between Shelby Railroad Service, Inc. (PD 06-349) located north, and the Shelby County Landfill/Jackson Pit Dump properties located south. The subject property is primarily surrounded by residential, institutional and multifamily land uses. There are a few properties with commercial land use designation at the intersection Tchulahoma Road and East Shelby Drive.

The applicant has already completed substantial work on the site, including a new curb cut on Shelby Drive and several feet of fill, without permits or approval.

Staff is not in support of the proposed use for this site given its proximity to the residential areas. There was recently a proposed Planned Development case (PD 2024-013) that was rejected at Memphis city council

approval to allow for a drop yard for the property located +/-499.6 feet east of 3021 East Shelby Drive. Aside from Comprehensive Planning finding this proposal incompatible with the land use and adjacent zoning. The proposal contradicts the Oakhaven neighborhood priority of preserving and protecting residential neighborhoods from industrial uses using natural buffers. The proposed project would aide in the expansion of commercial/industrial uses into the residential area nearby. Staff is proposing a revised concept plan, see page 16, that would alleviate the impact of expansion of commercial/industrial uses. Staff is proposing there be three (3) areas within the planned development; Area A, B, and C. The revised concept plan proposed by staff would relocate the entrance and turnaround area being proposed along Shelby Drive further into the site. This would prevent any heavy commercial/industrial operations operating along Shelby Drive.

The project will 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.

RECOMMENDATION

Staff recommends rejection; however, if approved, staff recommends the following conditions and outline plan conditions:

Conditions:

1. No additional permits shall be issued until the existing construction of the vehicle-storage facilities has been permitted, inspected, and approved.
2. No development activity may occur until the applicant obtains any permit, conducts any study, and allows any environmental review deemed necessary by City of Memphis Public Works or the Tennessee Department of Environment and Conservation Division of Remediation. Furthermore, the applicant must follow all practical and effective remedies to stabilize, remediate, contain, monitor, and maintain the site to minimize any threats to public health, safety, and the environment as deemed applicable and appropriate by said agencies—note that any development activity explicitly authorized by either agency related to the preceding remedies is permitted. The applicant must provide written confirmation from City of Memphis Public Works and the Tennessee Department of Environment and Conservation Division of Remediation verifying compliance with this condition after all practical and effective remedies, if deemed necessary, have been completed and provide it to the Division of Planning and Development. After the aforementioned written confirmation, the final plat may be recorded and then development activity may occur.

Outline Plan Conditions

I. USES PERMITTED:
   A. Area A: Construction contractor with outdoor storage facility.
   B. **Area B: Vehicle and Equipment Outdoor Storage under lease such as Boats, Buses, Campers, Contractor Equipment, Recreational Vehicles , Trucks and other Vehicle Storage uses.**
   C. Area C: Uses permitted by right in the CMU-2 District
   D. In Areas A and B, uses permitted by right in the EMP district, except that the following uses shall be prohibited:
      1. Adult entertainment (excluded)
      2. Off-Premise Advertising Signs
      3. Amusements, Commercial outdoor
      4. Campground, Travel Trailer park

5. Drive-in Theater
6. Garage, Commercial
7. Tavern, cocktail lounge, nightclub
8. Brewery
9. Bus terminal or Service Facility
10. Taxicab Dispatch Station
11. Garage or Refuse Collection Service
12. Used Goods, Secondhand Sales
13. Chemical Manufacturing
14. Slaughtering Business
15. Beverage Recycling Center
16. Trailer storage, drop off lot

II. BULK REGULATIONS:

A. The minimum front yard setback shall be 50 feet.
B. The minimum side yard setbacks shall be 10 feet.
C. The maximum height of any outdoor storage shall be 15 feet.

III. ACCESS, PARKING AND CIRCULATION:

~~A. Two curb cuts are permitted onto Shelby Drive.~~

A. The City Engineer shall approve the design, number and location of curb cuts. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
B. No curb cut shall be located closer than 500 feet from the centerline of Swinnea Road.
C. The parking requirements of the EMP District shall apply.
D. All parking areas and driving aisles to be paved with asphalt or concrete.
E. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
F. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

IV. SIGNS:

A. One ground-mounted monument style sign is permitted with a maximum area of 100 feet, to be designed and located with due consideration for sight distance requirements. The final plan shall indicate the location and dimensions of any freestanding on-premise sign, subject to the review and approval of the Division of Planning and Development.
B. **Any additional signs shall be in accordance with the CMU-2 District.**
C. No permanent off-premise advertising signs are permitted.
D. No temporary or portable signs are permitted.
E. All signs shall be set back a minimum of 10 feet from the right-of-way.

V. LANDSCAPING AND DESIGN:

A. The landscaping screen along Shelby Drive shall be as shown on the proposed site plan and shall include an irrigation system for the area.
B. The front elevation of the principal building shall be brick or masonry, and a graphic rendering of that building shall be part of the final plan.

C. Outdoor lighting should be directed so that it does not glare onto nearby properties.

D. **The existing trees along Shelby Drive for the amendment area shall be shown on the final Plat.**

VI. DRAINAGE:

A. Drainage improvements, including on-site detention, shall be provided under a Standard Subdivision contract in accordance with Subdivision Regulations and the City of Memphis Drainage Design Manual.

B. Drainage data for assessment of on-site detention requirements shall be submitted to and approved by the City Engineer.

VII. SITE PLAN REVIEW:

~~F.~~ A site plan shall be submitted for the review, comment and recommendation of the **Division** ~~Office~~ of Planning and Development and appropriate City and County agencies ~~for approval of the Land Use Control Board prior to approval of any final plan for development that includes acquisition of adjacent land to the west.~~

VIII. FINAL PLAN:

A. A final plan shall be recorded within 5 years from the date of the recording of the outline plan, provided that the Land Use Control Board may approve an extension of this deadline.

B. Any final plan shall include the following:

1. The outline plan conditions,
2. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
3. The location and ownership, whether public or private, of any easement, and
4. The exact locations and dimensions including height of buildings, parking areas, utility easements, drives, trash receptacles, loading facilities and required landscaping and screening areas;
5. The content of all landscaping and screening is to be provided,
6. ~~If applicable, a statement conveying facilities and areas to a property owners' association or other entity for ownership and maintenance purposes,~~
7. ~~The following note shall be placed on the final plat of any development requiring on-site storm water facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement shall be owned and maintained by the property owner and/or property owner's association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation; fallen objects; debris; trash; mowing; outlet cleaning; and repair of drainage structures.~~

.

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

City Engineer:
1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.
Sewers:
2. City sanitary sewers are available to serve this development.
Roads:
3. 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.
4. 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:
5. 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.
6. 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.
7. 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:
8. The City Engineer shall approve the design, number, and location of curb cuts.
9. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
Drainage:
10. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
11. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
12. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
13. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be

performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.
14. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.
General Notes:
15. Development is greater than 1 acre and requires detention.
16. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.
17. All connections to the sewer shall be at manholes only.
18. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.
19. Required landscaping shall not be placed on sewer or drainage easements

City 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 26 – 28.

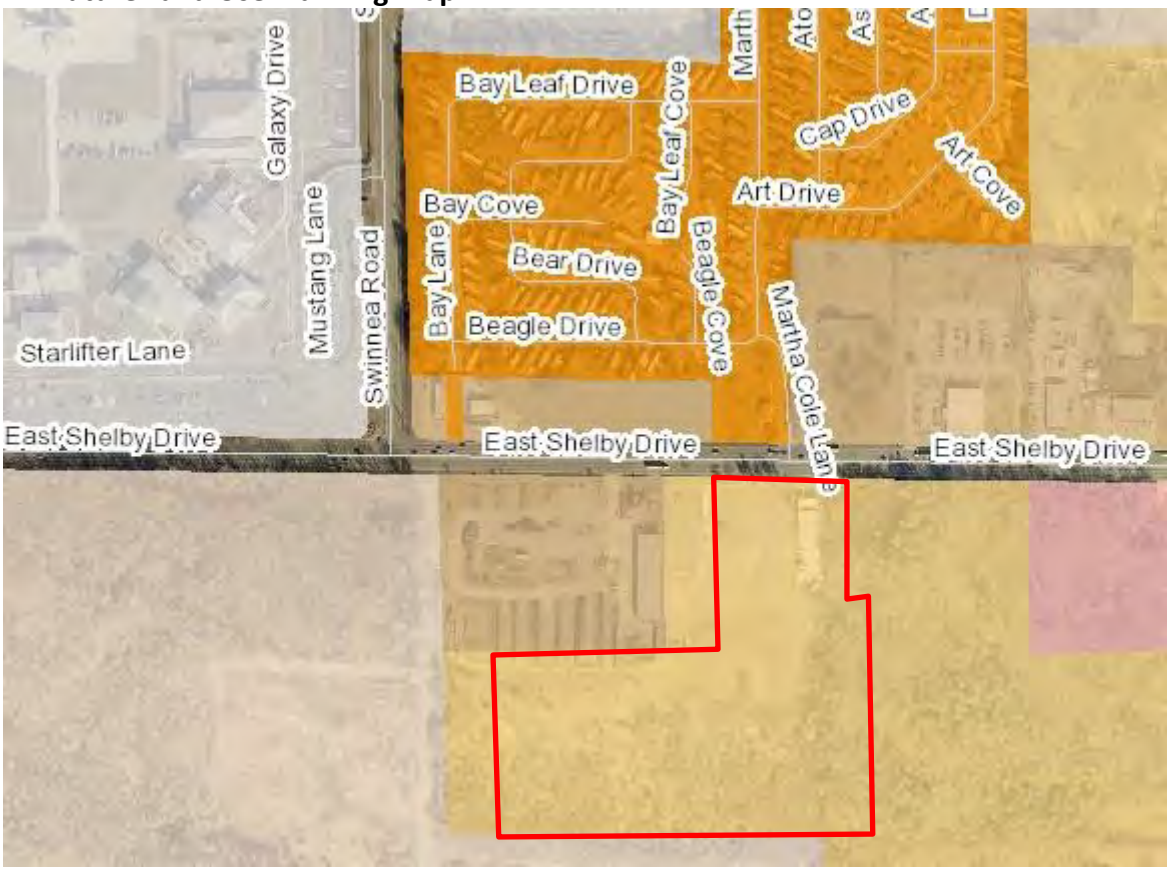
Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: PD 2025-002: Oakhaven/Parkway Village

Site Address/Location: 3021 E Shelby
Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone
Future Land Use Designation: Anchor Neighborhood-Primarily Single-Unit (AN-S)
Street Type: N/A

The applicant is requesting a planned development to add additional land for 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

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

"AN-S" Form & Location Characteristics

NURTURE

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100

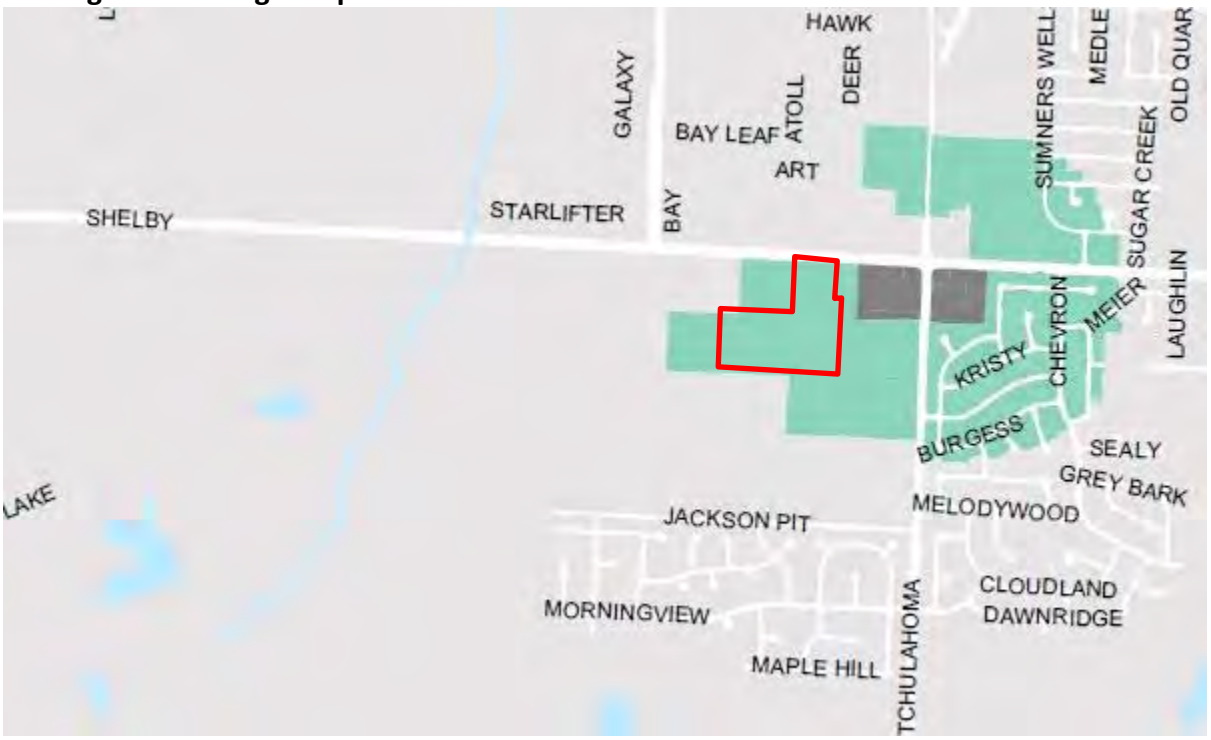
feet of an anchor. Height: 1-2 stories. Scale: house-scale.

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

Existing, Adjacent Land Use and Zoning
Existing Land Use and Zoning: Vacant; R-8
Adjacent Land Use and Zoning: Vacant, Industrial, Multi-Family, Commercial; CMU-1, R-8, CA, RMP

Overall Compatibility: *This request is not compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed building is for additional storage. Additionally, the proposed building conflicts with Oakhaven's priority of preserving and protecting residential neighborhoods from industrial uses using natural buffers.*

3. Degree of Change Map



Red polygon denotes the proposed site on the Degree of Change Map. Degree of Change is Nurture.

4. Degree of Change Description
Nurture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place.

5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities
N/A

6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations
N/A

Consistency Analysis Summary
The applicant is requesting a planned development to add additional land for storage.
This request is not compatible with the land use description/intent, form & location characteristics, zoning

notes, and existing, adjacent land use and zoning as the proposed building is for additional storage. Additionally, the proposed building conflicts with Oakhaven's priority of preserving and protecting residential neighborhoods from industrial uses using natural buffers.

Nurture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place.

Based on the information provided, the proposal is <u>INCONSISTENT</u> with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Negin Hamidi, Comprehensive Planning.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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 **Wednesday, April 2, 2025 at 8 AM.**

CASE NUMBER: PD 2025-002
ADDRESS: 3021 East Shelby Drive
REQUEST: Planned Development: amendment to PD 06-349 to add additional land for storage
APPLICANT: Shelby Railroad Service, Inc.

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

VICINITY MAP

Staff Planner Contact:
Alexis Longstreet
alexis.longstreet@memphistn.gov
(901) 636-7120

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

22 Notices Mailed 03/21/2025

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, Kristin Reaves *, being duly sworn, depose and say that at* 10:51am *am/pm on the* 28th *day of* March *, 20*25*, I posted* 1 *Public Notice Sign(s) pertaining to Case No.* PD 2025-002 *at* 3021 E. Shelby Dr. *, providing notice of a Public Hearing before the (check one):*

X 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.

Owner, Applicant or Representative — *Date* 3/31/25

Subscribed and sworn to before me this 31 *day of* March *,* 2025.

Notary Public

STATE TENNESSEE NOTARY PUBLIC SHELBY COUNTY
MY COMMISSION EXPIRES

My commission expires: 9/26/27

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 Planned Development

Record Detail Information

Record Type: Planned Development
Record Status: Pending
Opened Date: February 28, 2025
Record Number: PD 2025-002
Expiration Date:
Record Name: Shelby Rail Service PD
Description of Work: PD amendment to add adjacent property for additional storage.
Parent Record Number:

Address:
3021 E SHELBY DR, MEMPHIS 38118

Owner Information

Primary	Owner Name
Y	TARVER JOHN T AND J KIRK TARVER (RS)

Owner Address | **Owner Phone**
2100 WOODCREEK DR, GERMANTOWN, TN 38138

Parcel Information
060232 00005C

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Lucas Skinner
Date of Meeting	-
Pre-application Meeting Type	-

GENERAL PROJECT INFORMATION

Planned Development Type	Amendment to Existing PD
Previous Docket / Case Number	PD 06-349
Medical Overlay / Uptown	No
If this development is located in unincorporated Shelby County, is the tract at least three acres? (Note a tract of less than three acres is not	N/A

GENERAL PROJECT INFORMATION	
eligible for a planned development in unincorporated Shelby County)	
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	-
APPROVAL CRITERIA	
UDC Sub-Section 9.6.9A	No affect to adjacent property.
UDC Sub-Section 9.6.9B	The development will be consistent with the existing PD property.
UDC Sub-Section 9.6.9C	If needed adequate facilities will be provided.
UDC Sub-Section 9.6.9D	No significant features on the site.
UDC Sub-Section 9.6.9E	The development will be consistent with the existing PD property.
UDC Sub-Section 9.6.9F	No affect to plans to be considered
GENERAL PROVISIONS	
UDC Sub-Section 4.10.3A	No affect to surrounding property.
B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development	If needed adequate facilities will be provided.
C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation	The development will be consistent with the existing PD property.
D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest	The development will be consistent with the existing PD property.
E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements	The owner will maintain the property.
F) Lots of record are created with the recording of a planned development final plan	A Final Plat will be recorded.
GIS INFORMATION	
Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No

GIS INFORMATION

Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
SHELBY RAILROAD SERVICE INC.

Contact Type
APPLICANT

Address

Phone
-

Name
CINDY REAVES

Contact Type
REPRESENTATIVE

Address

Phone
(901)870-7003

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1628194	Planned Development - each additional or fractional acres above 5	21	2,100.00	INVOICED	0.00	03/03/2025
1628194	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	03/03/2025

Total Fee Invoiced: $3,600.00 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$3,600.00	Check

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, John Taylor Carver John T. C. 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 0, 3021 E Shelby Dr.

and further identified by Assessor's Parcel Number 060232 00005C, 7,

for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 27th day of February in the year of 2025

TOMMIE G. WALDEN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

Tommie Walden
Signature of Notary Public

8-21-2027
My Commission Expires

LETTER OF INTENT

ENGINEERING • PLANNING

SRC CONSULTING, LLC

5909 Shelby Oaks Drive
Suite 200
Memphis TN 38134

Tel: 901-373-0380
Fax: 901-373-0370
www.SRCE-memphis.com

Date: June 30, 2025

To: Division of Planning & Development

From: Cindy Reaves

Re: Shelby Rail Service PD

We have submitted a Planned Development Amendment application for Shelby Rail Service PD (PD 06-349), located at 3021 E. Shelby Drive. We are requesting the adjacent property be added to the Planned Development. The purpose for the boundary expansion of the approved Shelby Rail Services PD is the same use conditions permitted for the current EMP zoning district. The new area will be a dedicated vehicle self-storage facility use. The expanded property area is between existing Shelby Rail Services site and the Shelby County landfill/Jackson Pit property to the south.

TDEC has been working with the county to close the permit for the landfill which includes this property that is owned by my client. I have included a copy of the landfill areas they are working with. Since the property is not buildable due to the former landfill status, the highest and best use is surface storage, which will be a perfect fit for the site.

Although the Memphis 3.0 plan designates this land as residential, residential development is prohibited on a dormant landfill. The Memphis Aerotropolis Airport Area City Master Plan puts the subject site in the Shelby Drive intermodal transportation corridor to support logistic and distribution uses activity. The proposed vehicle storage facility use is consistent with the goals of the Airport City Plan.

We appreciate your support with this request. Please contact me if you have any questions.

LETTERS RECEIVED

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

Memphis and Shelby County Division of Planning and Development

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

website: www.develop901.com

Record Summary for Planned Development

Record Detail Information

Record Type: Planned Development

Record Status: Pending

Opened Date: February 28, 2025

Record Number: PD 2025-002

Expiration Date:

Record Name: Shelby Rail Service PD

Description of Work: PD amendment to add adjacent property for additional storage.

Parent Record Number:

Address:

3021 E SHELBY DR, MEMPHIS 38118

Owner Information

Primary	Owner Name
Y	TARVER JOHN T AND J KIRK TARVER (RS)

Owner Address

2100 WOODCREEK DR, GERMANTOWN, TN 38138

Owner Phone

Parcel Information

060232 00005C

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Lucas Skinner
Date of Meeting	-
Pre-application Meeting Type	-

GENERAL PROJECT INFORMATION

Planned Development Type	Amendment to Existing PD
Previous Docket / Case Number	PD 06-349
Medical Overlay / Uptown	No
If this development is located in unincorporated Shelby County, is the tract at least three acres? (Note a tract of less than three acres is not	N/A

GENERAL PROJECT INFORMATION

eligible for a planned development in unincorporated Shelby County)	
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	-

APPROVAL CRITERIA

UDC Sub-Section 9.6.9A	No affect to adjacent property.
UDC Sub-Section 9.6.9B	The development will be consistent with the existing PD property.
UDC Sub-Section 9.6.9C	If needed adequate facilities will be provided.
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UDC Sub-Section 9.6.9F	No affect to plans to be considered

GENERAL PROVISIONS

UDC Sub-Section 4.10.3A	No affect to surrounding property.
B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development	If needed adequate facilities will be provided.
C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation	The development will be consistent with the existing PD property.
D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest	The development will be consistent with the existing PD property.
E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements	The owner will maintain the property.
F) Lots of record are created with the recording of a planned development final plan	A Final Plat will be recorded.

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No

GIS INFORMATION

Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
SHELBY RAILROAD SERVICE INC.

Contact Type
APPLICANT

Address

Phone
-

Name
CINDY REAVES

Contact Type
REPRESENTATIVE

Address

Phone
(901)870-7003

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
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Payment Information

Payment Amount	Method of Payment
$3,600.00	Check

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, John Taylor Carver (Print Name) _____ (Sign Name), state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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

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

of the property located at 0, 3021 E Shelby Dr.

and further identified by Assessor's Parcel Number 060232 00005C, 7,

for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 27th day of February in the year of 2025.

TOMMIE G. WALDEN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

Tommie Walden
Signature of Notary Public

8-21-2027
My Commission Expires

ENGINEERING • PLANNING

SRC CONSULTING, LLC

5909 Shelby Oaks Drive
Suite 200
Memphis TN 38134

Tel: 901-373-0380
Fax: 901-373-0370
www.SRCE-memphis.com

Date: February 27, 2025

To: Division of Planning & Development

From: Cindy Reaves

Re: Shelby Rail Service PD

LETTER OF INTENT

We are submitting a Planned Development Amendment application for Shelby Rail Service PD (PD 06-349), located at 3021 E. Shelby Drive. We are requesting to add the adjacent landlocked property to the Planned Development to be used for an expansion of the Shelby Rail property. The property is in between Shelby Rail Services and the Shelby County landfill/Jackson Pit property.

We appreciate your support with this request. Please contact me if you have any questions.

CONDITIONS:

I. USES PERMITTED:

A. Construction contractor with outdoor storage facility.

B. Uses permitted by right in the EMP district, except that the following uses shall be prohibited:

1. Adult entertainment (excluded)
2. Off-Premise Advertising Signs
3. Amusements, Commercial outdoor
4. Campground, Travel Trailer park
5. Drive-in Theater
6. Garage, Commercial
7. Tavern, cocktail lounge, night Club
8. Brewery
9. Bus terminal or Service Facility
10. Taxi Cab Dispatch Station
11. Garage or Refuse Collection Service
12. Used Goods, Second hand Sales
13. Chemical Manufacturing
14. Slaughtering Business
15. Beverage Recycling Center

II. BULK REGULATIONS:

A. The minimum front yard setback shall be 50 feet.

B. The minimum side yard setbacks shall be 10 feet.

C. The maximum height of any outdoor storage shall be 15 feet.

III. ACCESS, PARKING AND CIRCULATION:

A. Two curb cuts are permitted onto Shelby Drive.

B. The City Engineer shall approve the design, number and location of curb cuts. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.

C. No curb cut shall be located closer than 500 feet from the centerline of Swinnea Road.

D. The parking requirements of the EMP District shall apply.

E. All parking areas and driving aisles to be paved with asphalt or concrete.

F. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.

G. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

IV. SIGNS:

A. One ground-mounted monument style sign is permitted with a maximum area of 100 feet, to be designed and located with due consideration for sight distance requirements. The final plan shall indicate the location and dimensions of any freestanding on-premise sign, subject to the review and approval of the Division of Planning and Development.

B. No permanent off-premise advertising signs are permitted.

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A. The landscaping screen along Shelby Drive shall be as shown on the proposed site plan and shall include an irrigation system for the area.

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A. A site plan shall be submitted for the review, comment and recommendation of the Division of Planning and Development and appropriate City and County agencies for approval of the Land Use Control Board prior to approval of any final plan for development that includes acquisition of adjacent land to the west.

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A. A final plan shall be recorded within 5 years from the date of the recording of the outline plan, provided that the Land Use Control Board may approve an extension of this deadline.

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1. The outline plan conditions,

2. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.

3. The location and ownership, whether public or private, of any easement, and

4. The exact locations and dimensions including height of buildings, parking areas, utility easements, drives, trash receptacles, loading facilities and required landscaping and screening areas;

5. The content of all landscaping and screening is to be provided,

6. If applicable, a statement conveying facilities and areas to a property owners' association or other entity for ownership and maintenance purposes,

7. The following note shall be placed on the final plat of any development requiring on-site storm water facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement shall be owned and maintained by the property owner and/or property owner's association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation; fallen objects; debris; trash; mowing; outlet cleaning; and repair of drainage structures.

SWINNEA ROAD

SHELBY DRIVE
(114' ROW)

Existing Curbcut

Existing Curbcut

1,420 Feet To ℄ Of Tchulahoma Rd

20' Landscape Plate

6' Chain Link Fence

428'

Ex. Parking

Ex. Bldg

Shelby County
Inst. R2936I

Equipment Storage Area
Gravel Surface

Material Storage Area

Ex. Enclosed Storage Area

435.60'

Rail Spurs

TWO SETS OF RAILS USED FOR STORAGE

Reserved For Storm Water Detention

Material Storage Area

Material Storage Area

Material Storage Area

Material Storage Area

100'

Area to be added to Shelby Rail Service PD
Approx. 25.259 Ac

Additional Storage Area

884.4'

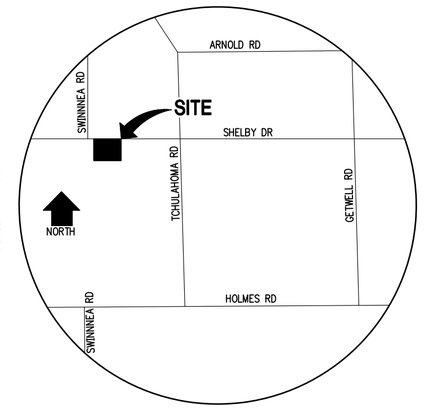
660'

1320'

Shelby County Landfill

Shelby County Landfill

NORTH
SCALE 1"= 100
100 0 100



VICINITY MAP
nts

SITE PLAN PD 06-349

SHELBY RAIL SERVICE PD

OWNER/DEVELOPER: JOHN AND KIRK TARVER
35.164 ACRES
WARD 60, BLOCK 232, PARCELS 5C, 7

SRC CONSULTING, LLC
ENGINEERING – PLANNING
LANDSCAPE ARCHITECTURE
5909 Shelby Oaks Drive
Suite 200
Memphis TN 38134
Tel 901.373.0380
Fax 901.373.0370
www.SRCE-memphis.com

MEMPHIS, TENNESSEE
FEBRUARY 2025
SHEET 1 of 1

Mylars S:\2007\2007-0035\Shelby Railroad Correspondence\Plat with additional property\PWMLPLAN-revised.dwg Feb 21, 2025 - 11:17am

Shelby County Tennessee

Shelandra Y Ford

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.

21089771

07/21/2021 - 10:22:06 AM

3 PGS	
CHRISTINAM 2267248 - 21089771	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Prepared by:	Grantors Address:	Grantees Address:
Austin Law Firm, P.A. 6928Cobblestone Drive Suite 100 Southaven, MS 38672 662-890-7575 MS Bar #3412 File No:06-21-6648	1135 Smart Rd Holly Springs, MS 38635 Home: N/a Work: (662) 544-2758	J. Tarver 3021 Shelby Drive Memphis, TN 38118 Home: N/A Work: (901) 365-1068

RETURN TO: Smith and Smith Law Firm, 4917 William Arnold Road, Memphis, TN 38117, (901) 683-0223

INDEXING INSTRUCTIONS: North Half (N 1/2) of the North Half (N 1/2) of Section Eight (8), Township One (1), Range Seven (7) West in Shelby County, Tennessee.

WARRANTY DEED

RAYMOND W. SMITH AND DOROTHY SMITH
GRANTORS

TO

J. TARVER,
GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Raymond W. Smith and Dorothy Smith, do hereby sell, convey, and warrant unto J. Tarver, the land lying and being situated in Shelby County, Mississippi, described as follows, to-wit:

Parcel 1: A tract of land containing 20 acres, being a part of a 100 acre tract in the North Half (N 1/2) of the North Half (N 1/2) of Section Eight (8), Township One (1), Range Seven (7) West in Shelby County, Tennessee, and more particularly described as follows: BEGINNING at a point in the center line of the Whitehaven-Capleville road 1320 feet West of the center line of Tchulahoma Road; running thence South parallel with the center line of Tchulahoma Road 660 feet for a point of beginning; running thence West parallel with the center line of the Whitehaven-Capleville Road 1320 feet to a stake; thence South parallel with the center line of Tchulahoma Road 660 feet to the North line of a 159 acre tract of the Jackson Estate lands; thence East along said North Line and parallel to the Whitehaven-Capleville road 1320 feet to a stake; which point is 1320 feet West of the center line of the Tchulahoma Road; thence north parallel with the centerline of Tchulahoma

Road 660 feet to the point of beginning. Being the same property conveyed to Harrison Jackson by Deed recorded in Book 5959, Page 10, in the Register's Office of Shelby county, TN.

Parcel 2: Situated and being in Section 8, Township 1, Range 7 West, in Shelby County, Tennessee, and more particularly described as follows: A Certain tract of land containing 7 acres, more or less, more particularly described as follows: Commencing at a point in the cener line of the Whitehaven-Capleville Road, 1420 feet West of the center line of the Tchulahoma Road; thence West with the center line of Whitehaven-Capleville Road 428 feet to a point; thence South parallel to Tchulahoma Road 660 feet to a point; thence East parallel to Whitehaven-Capleville road 528 feet to a point; thence North parallel to Tchulahoma Road 224.4 feet to a stake; thence West 100 feet to a stake; thence North parallel to Tchulahoma Road 435.60 feet to the point of beginning, and being the same property as conveyed to Harrison Jackson by Deed recorded in Book 5957, Page 316, in the Register's Office of Shelby County, Tennessee, LESS AND EXCEPT that property conveyed to the City of Memphis by Warranty Deed recorded as Instrument No. U5-8766 in said Register's Office.

Being the same property conveyed to the Grantor's herein by virtue of a Substitution of Trustee Deed, filed for record August 5, 2002 and recorded in Instrument No. 02128571

The warranty in this deed is subject to rights of ways and easements for public roads and public utilities, to building, zoning, subdivision and health department regulations in effect in Shelby County, Mississippi.

Taxes for 2021 have been prorated, and possession is given with this deed.

WITNESS our signature(s), this the 19th day of July, 2021.

Raymond W. Smith

Raymond W. Smith

Dorothy Smith

Dorothy Smith

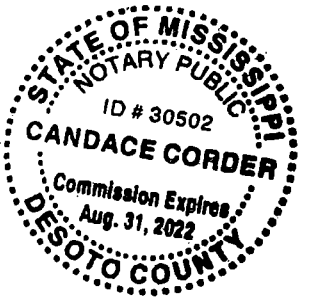
STATE OF MISSISSIPPI:
COUNTY OF SHELBY:

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named RAYMOND W. SMITH AND DOROTHY SMITH, who acknowledged that they signed and delivered the above and foregoing Deed on the day and year therein mentioned, as their free act and deed, and for the purposed therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of July, 2021.

Notary Public

My commission expires:



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(FOR RECORDING DATA ONLY)

Property Address:
3090 East Shelby Drive
Memphis, TN 38118

Property Owner:
J. Tarver
3021 Shelby Drive
Memphis, TN 38118

Ward, Block or Tax Parcel Number:
06023200007

Mail tax bills to:
J. Tarver
3021 Shelby Drive
Memphis, TN 38118

This instrument return to:
Smith and Smith Law Firm
4917 William Arnold Road
Memphis, TN 38117

Smith and Smith Law Firm#: 210097

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $350,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 19th day of July, 2021.

Notary Public

My Commission Expires: OCT 16 2021

BOBBI C. MCCARROLL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

July 11, 2025

Sent via electronic mail to:

Shelby Rail Services Planned Development
Case Number: PD 2025-002
LUCB Recommendation: Rejection

Dear applicant,

On Thursday, July 10, 2025, the Memphis and Shelby County Land Use Control Board recommended ***rejection*** of your planned development amendment application for the Shelby Rail Services Planned Development, subject to the attached conditions.

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) 636-6619 or via email at alexis.longstreet@memphistn.gov.

Respectfully,

Alexis Longstreet

Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Cc:
File

Outline Plan Conditions – Revisions

Proposed language is indicated in **bold, underline**; deletions are indicated in ~~**bold strikethrough**~~

I. USES PERMITTED:
   A. Area A: Construction contractor with outdoor storage facility.
   B. **Area B: Vehicle and Equipment Outdoor Storage under lease such as Boats, Buses, Campers, Contractor Equipment, Recreational Vehicles, Trucks, and other Vehicle Storage uses.**
   C. Area C: Uses permitted by right in the CMU-2 District
   D. In Areas A and B, uses permitted by right in the EMP district, except that the following uses shall be prohibited:
      1. Adult entertainment (excluded)
      2. Off-Premise Advertising Signs
      3. Amusements, Commercial outdoor
      4. Campground, Travel Trailer park
      5. Drive-in Theater
      6. Garage, Commercial
      7. Tavern, cocktail lounge, nightclub
      8. Brewery
      9. Bus terminal or Service Facility
      10. Taxicab Dispatch Station
      11. Garage or Refuse Collection Service
      12. Used Goods, Secondhand Sales
      13. Chemical Manufacturing
      14. Slaughtering Business
      15. Beverage Recycling Center
      16. **Tractor-Trailer or Container storage, drop lot**

II. BULK REGULATIONS:
   A. The minimum front yard setback shall be 50 feet.
   B. The minimum side yard setbacks shall be 10 feet.
   C. The maximum height of any outdoor storage shall be 15 feet.

III. ACCESS, PARKING AND CIRCULATION:
   A. Two curb cuts are permitted onto Shelby Drive.
   B. The City Engineer shall approve the design, number and location of curb cuts. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
   C. No curb cut shall be located closer than 500 feet from the centerline of Swinnea Road.
   D. The parking requirements of the EMP District shall apply.
   E. All parking areas and driving aisles to be paved with asphalt or concrete.
   F. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
   G. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

IV. SIGNS:

A. One ground-mounted monument style sign is permitted with a maximum area of 100 feet, to be designed and located with due consideration for sight distance requirements. The final plan shall indicate the location and dimensions of any freestanding on-premise sign, subject to the review and approval of the Division of Planning and Development.

A. **Any additional signs shall be in accordance with the CMU-2 District.**

B. No permanent off-premise advertising signs are permitted.

C. No temporary or portable signs are permitted.

D. All signs shall be set back a minimum of 10 feet from the right-of-way.

V. LANDSCAPING AND DESIGN:

A. The landscaping screen along Shelby Drive ~~**shall be**~~ as shown on the proposed site plan**, shall be installed along the entire frontage** and shall include an irrigation system for the area.

B. The front elevation of the principal building shall be brick or masonry, and a graphic rendering of that building shall be part of the final plan.

C. Outdoor lighting should be directed so that it does not glare onto nearby properties.

D. The existing trees along Shelby Drive for the amendment area shall be shown on the final Plat.

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A. Drainage improvements, including on-site detention, shall be provided under a Standard Subdivision contract in accordance with Subdivision Regulations and the City of Memphis Drainage Design Manual.

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