

**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 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:

<u>(1)</u>	APPROVAL - (1) APPROVED (2) DENIED
<u>01/08/2026</u>	DATE
<u>(1) Land Use Control Board</u>	ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

FUNDING:

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

SOURCE AND AMOUNT OF FUNDS

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

ADMINISTRATIVE APPROVAL:

	<u>DATE</u>	<u>POSITION</u>
<u></u>	<u>Jan 16, 2026</u>	STAFF PLANNER
_____	_____	DEPUTY ADMINISTRATOR
<u></u>	<u>1/16/26</u>	ADMINISTRATOR
<u></u>	<u>1/16/26</u>	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,

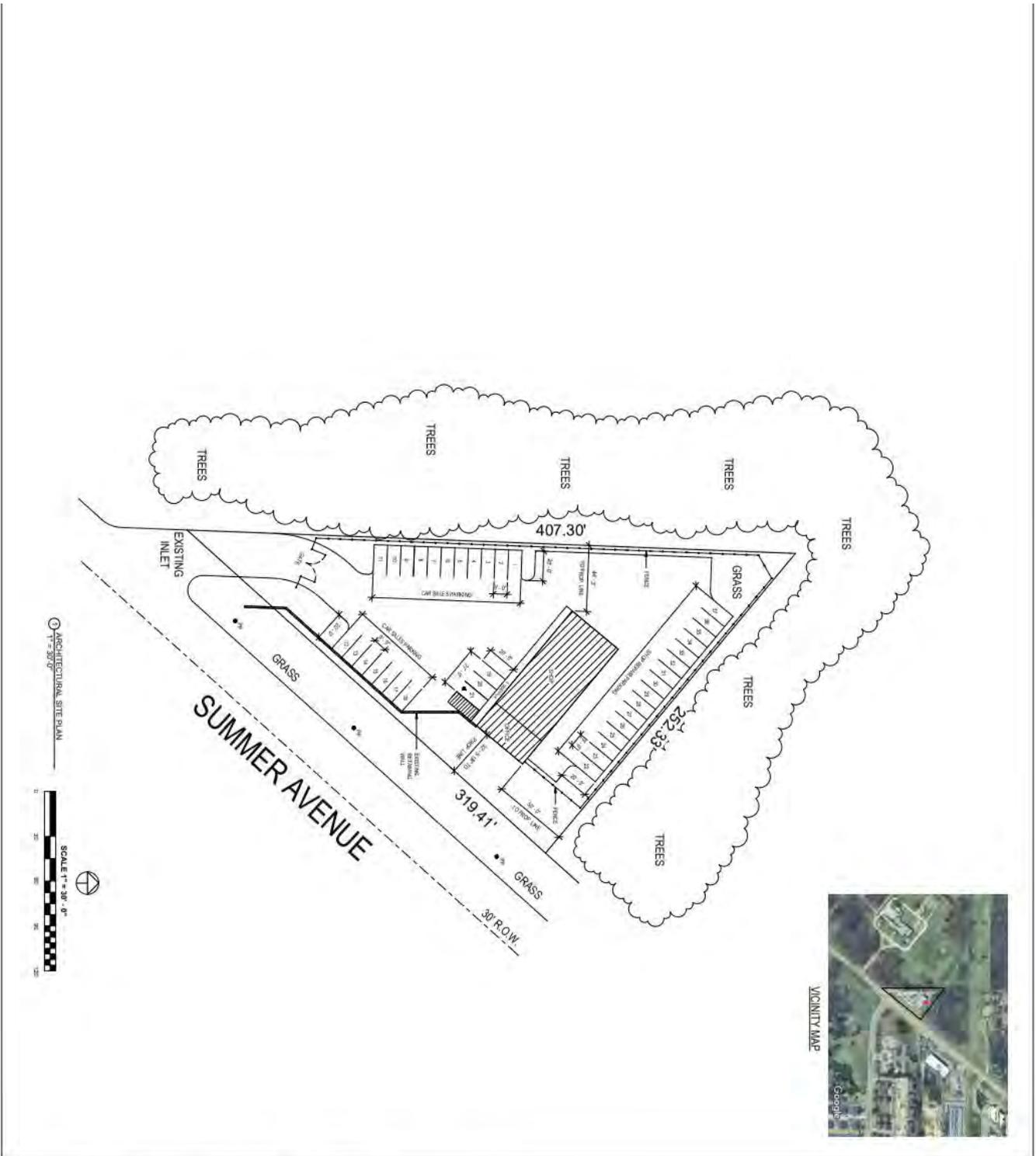
Mahsan Ostadnia

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



① ARCHITECTURAL SITE PLAN



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
 LVA ARCHITECTURAL, LLC
 1000 W. WOODLAND AVENUE
 SUITE 100
 MEMPHIS, TN 38117
 TEL: 901.734.1111
 FAX: 901.734.1112
 WWW.LVAARCHITECTURAL.COM

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.

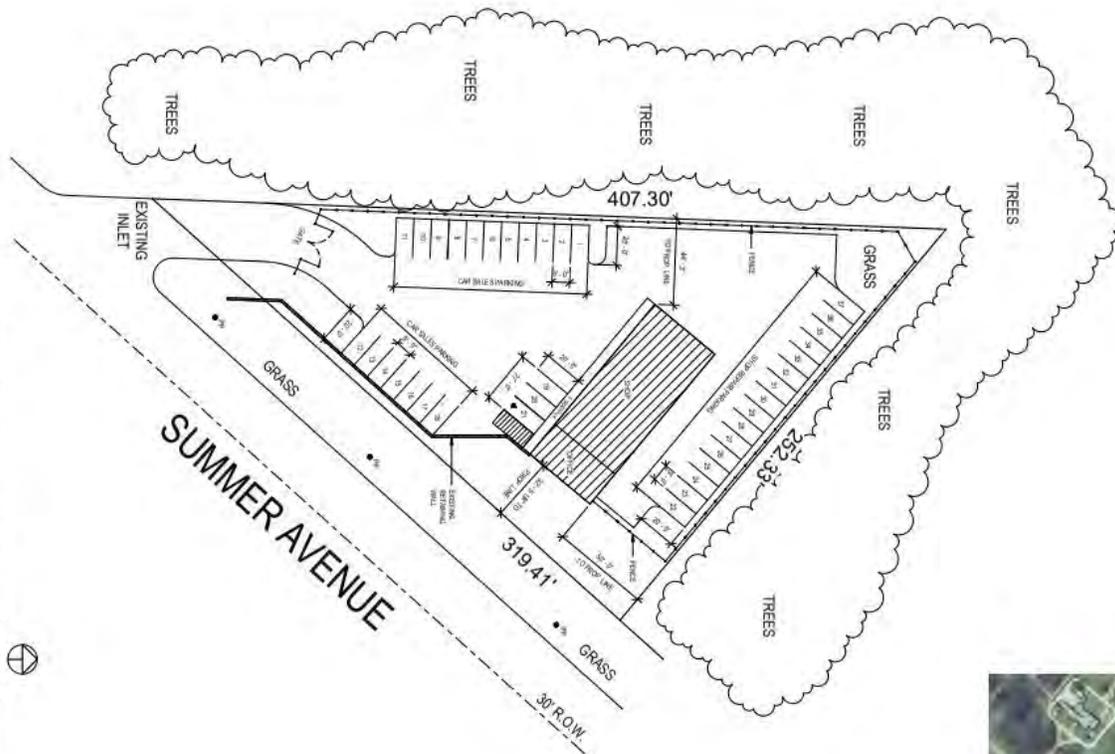
BE IT FURTHER RESOLVED, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by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



ARCHITECTURAL SITE PLAN
SCALE 1" = 30'



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



ATTEST:

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

AGENDA ITEM: 12 **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' x 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.

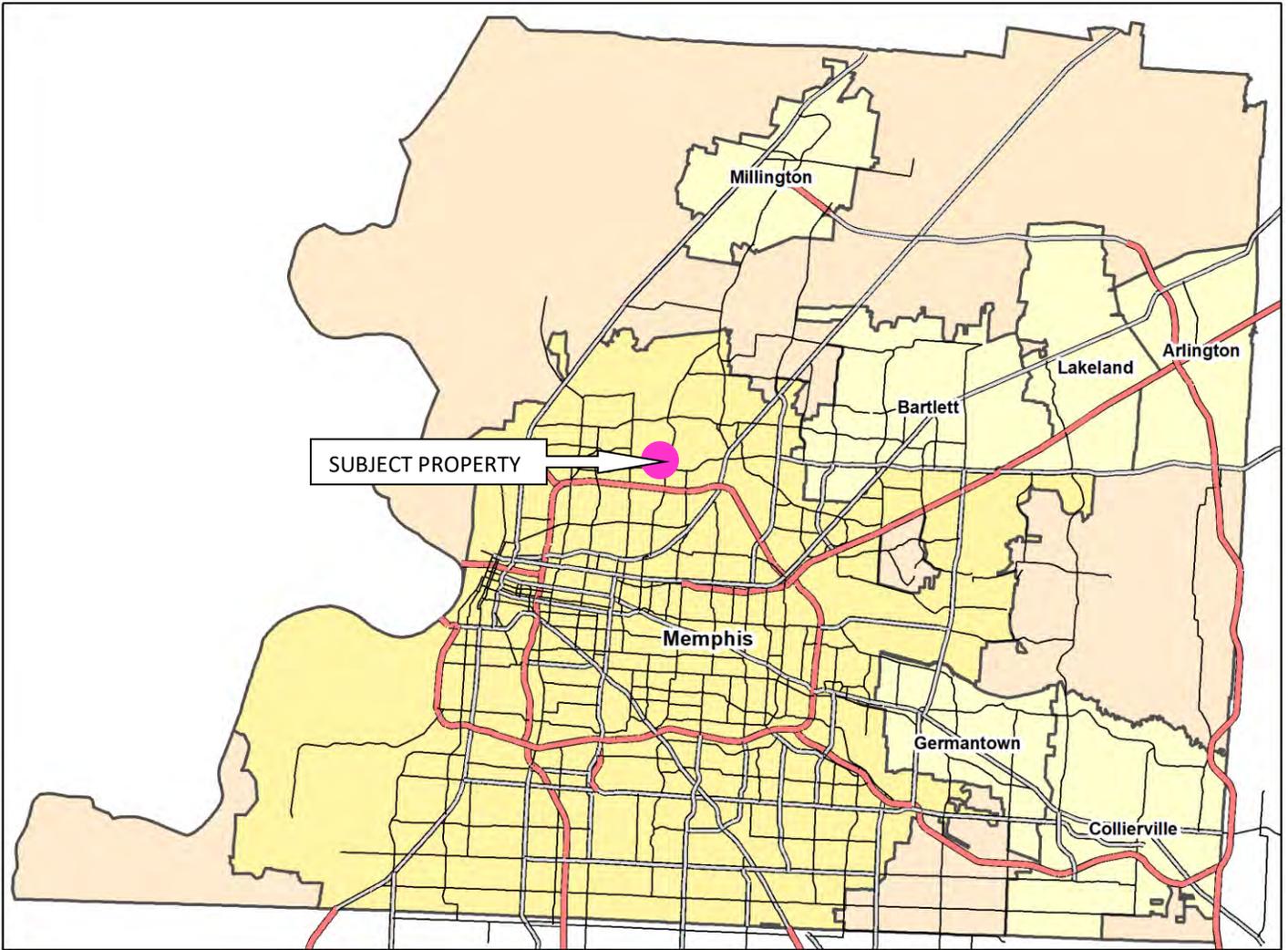
CONSISTENCY WITH MEMPHIS 3.0

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:

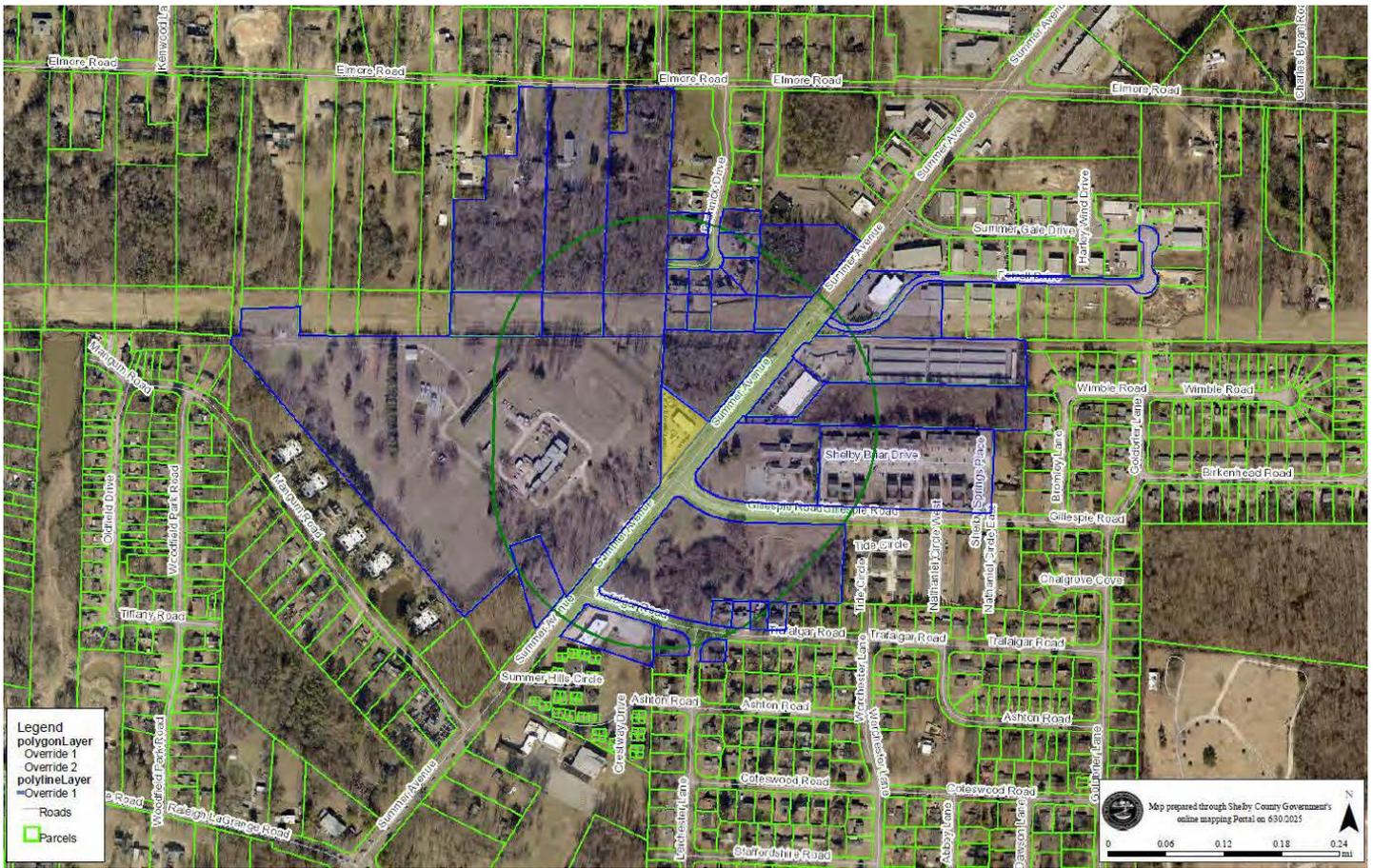
Approval with conditions

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

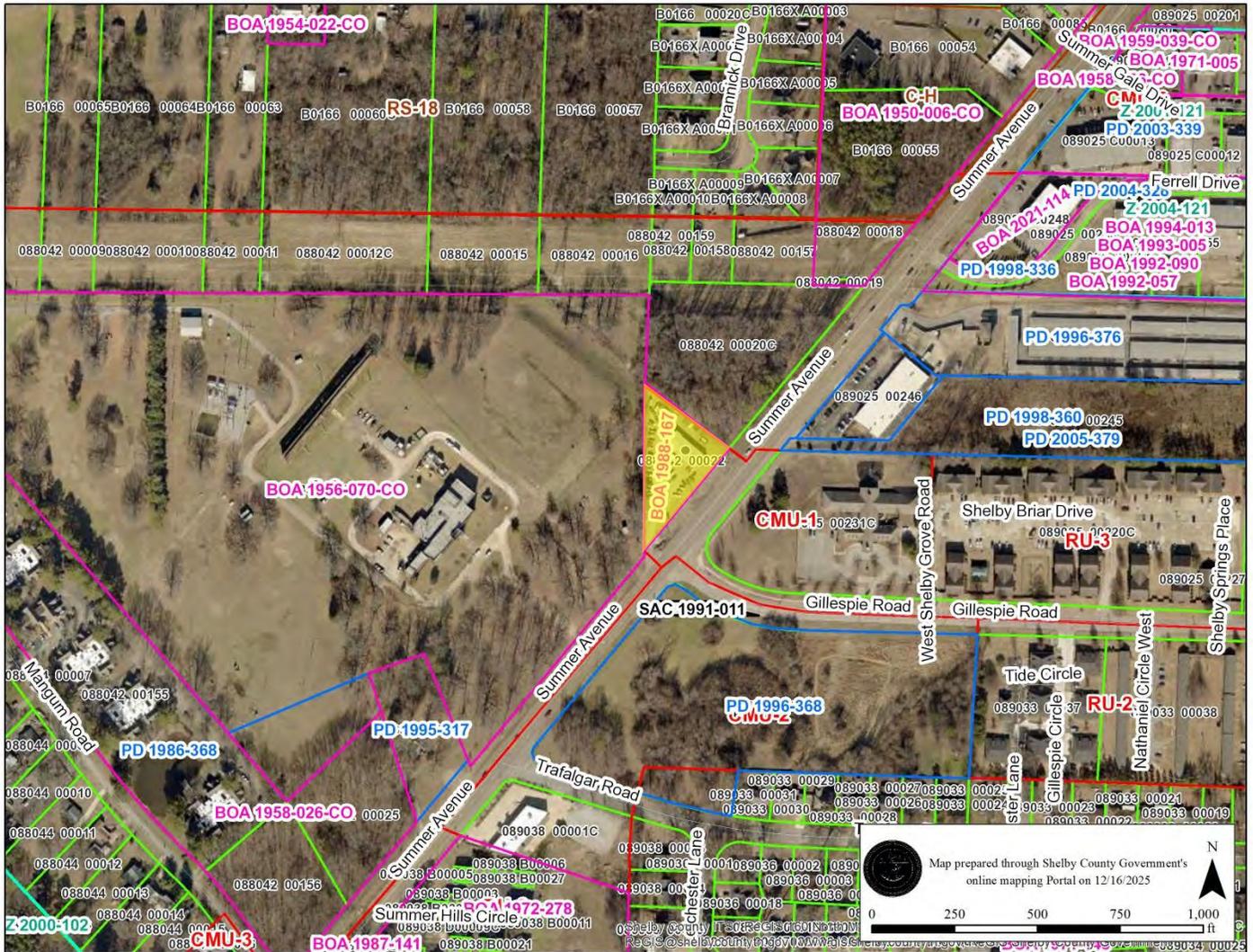
The meeting was held at 12:00 PM on Thursday, October 30, 2025, 65250 Summer Avenue, Memphis, TN 38134. See pages 22-23 of this report for a copy of the neighborhood meeting summary.

AERIAL



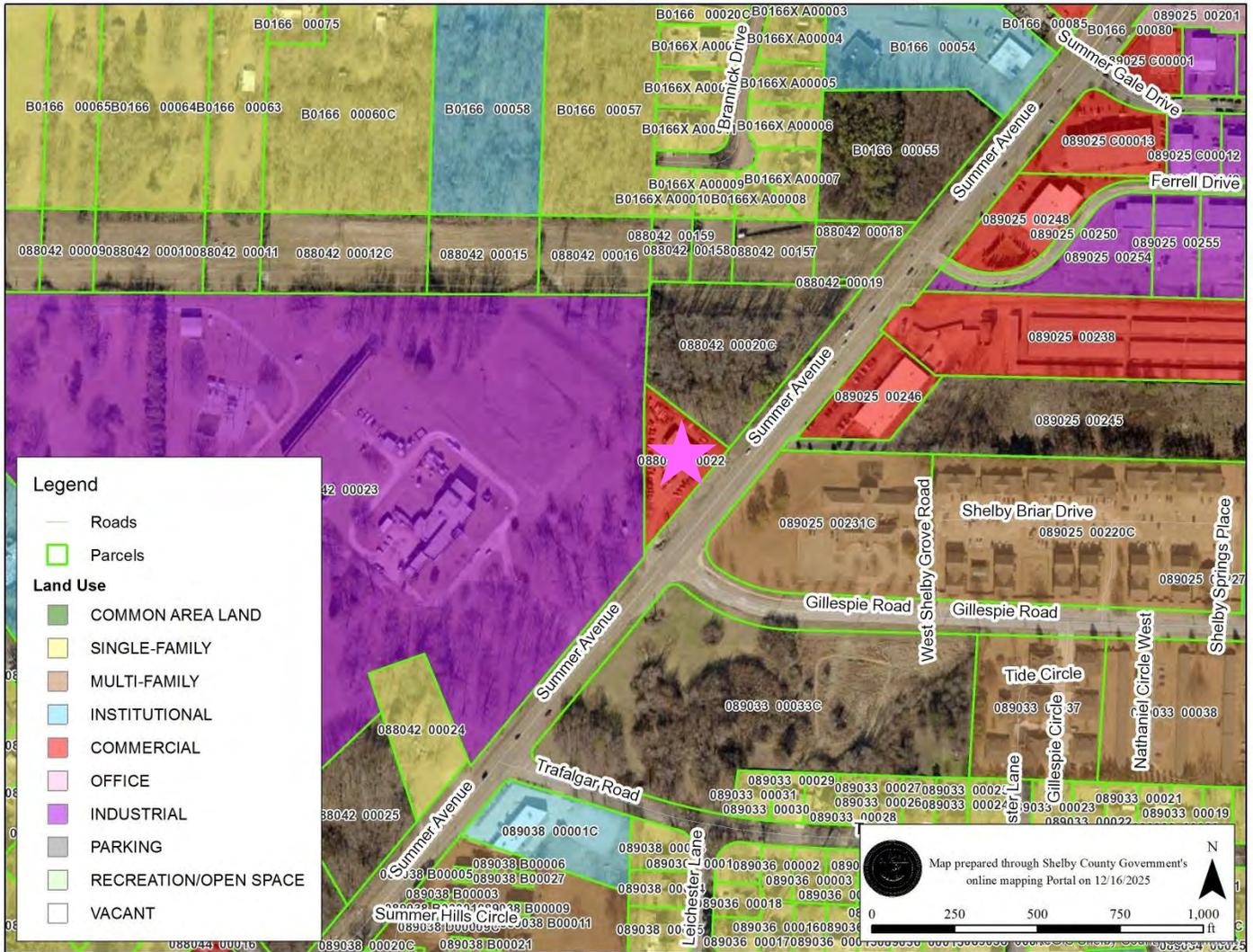
Subject property outlined in yellow.

ZONING MAP



Subject property highlighted in yellow.

LAND USE MAP



Subject property indicated by a pink star

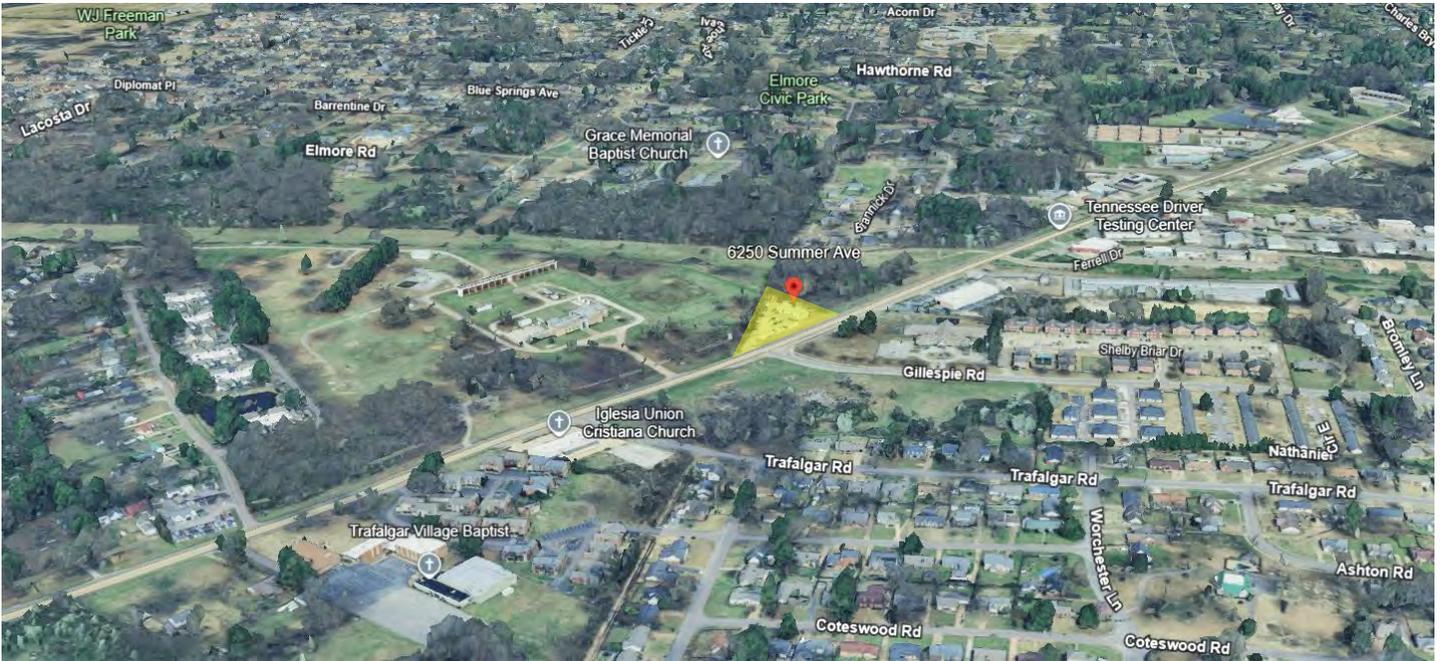
SITE PHOTOS



View of subject property from Summer Avenue.



View of subject property from above.

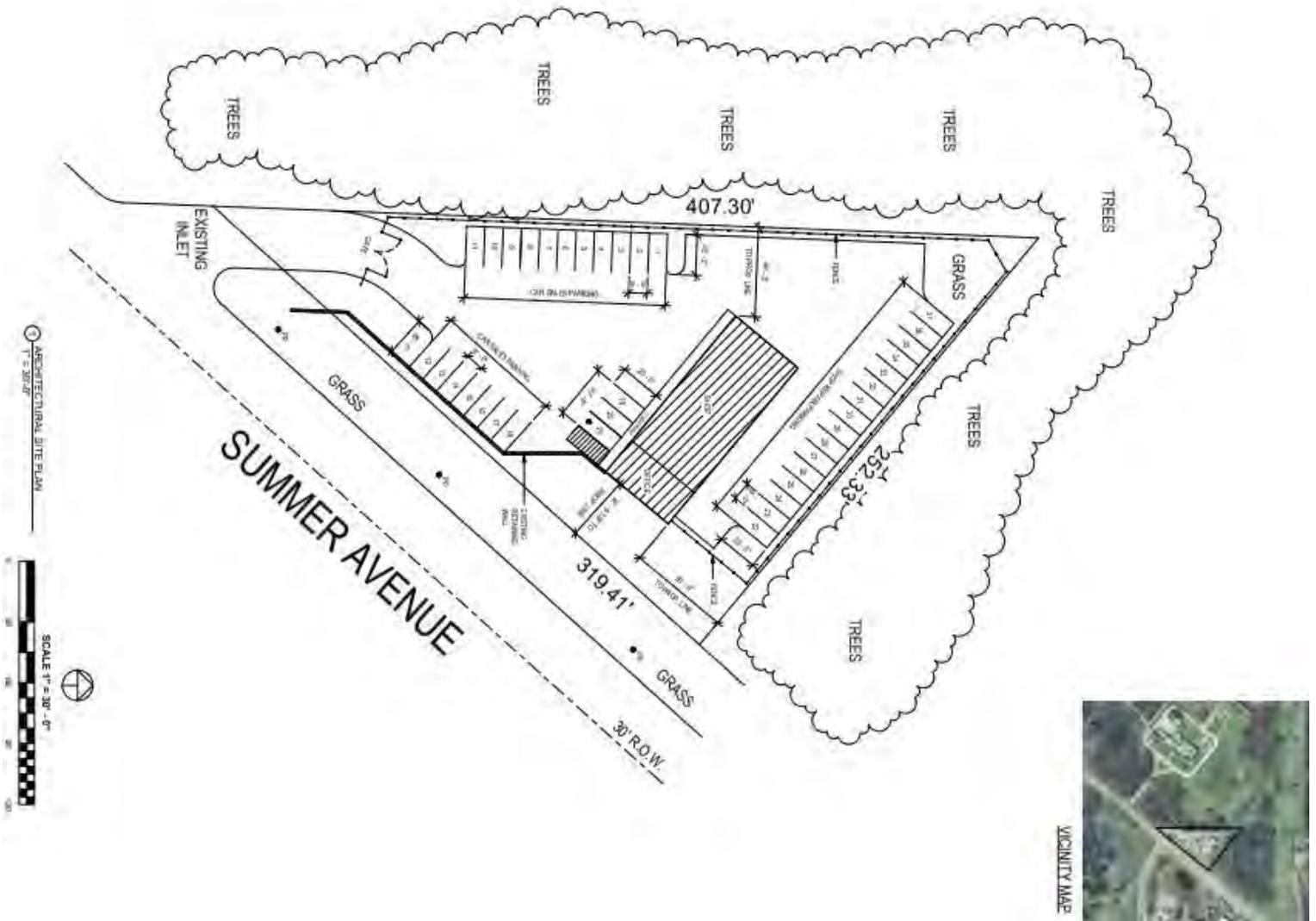


View of subject property from above.



View of subject property from above.

SITE PLAN – 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' x 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.

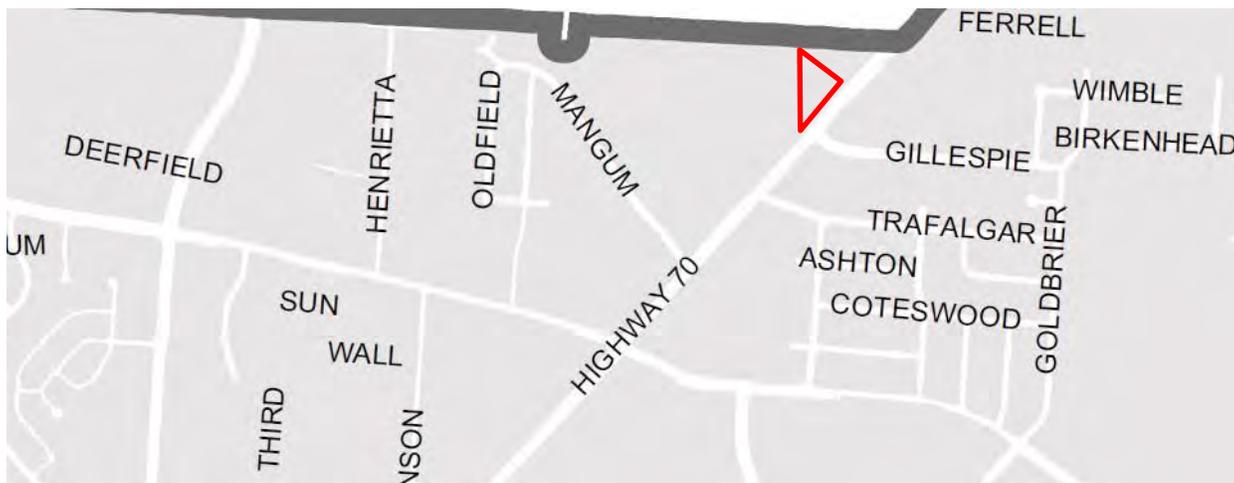
Existing, Adjacent Land Use and Zoning

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

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

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

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

VICINITY MAP



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



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, 2025, 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):

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

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

[Signature]
Owner, Applicant or Representative

10/17/25
Date

Subscribed and sworn to before me this 17th day of October, 2025

[Signature]
Notary Public

My commission expires: 2/3/2028



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.

NEIGHBORHOOD MEETING SUMMARY



Case Number: _____

Attachments

Also included in this submission are the following:

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

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

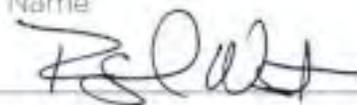
Attestation

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

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

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

6250 SUMMER AVE, MEMPHIS, TN 38134

Owner Phone

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

NONE

Number(s) related to previous applications on
this site

Is this application in response to a citation, stop

No

GENERAL PROJECT INFORMATION

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

-

APPROVAL CRITERIA

- A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare 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 Class No
- 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

OWNER AFFIDAVIT



Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

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

I, Lazaro Hernandez (Print Name) [Signature] (Signature), state that I have read the definition of

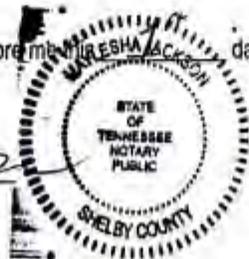
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- 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 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 on this 19th day of July in the year of 2025

[Signature]
Signature of Notary Public



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,



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

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Parent Record Number:

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6250 SUMMER AVE, MEMPHIS 38134

Owner Information

Primary Owner Name

Y LAZARO HERNANDEZ

Owner Address

6250 SUMMER AVE, MEMPHIS, TN 38134

Owner Phone

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

NONE

Number(s) related to previous applications on this site

Is this application in response to a citation, stop

No

GENERAL PROJECT INFORMATION

work order, or zoning letter

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

APPROVAL CRITERIA

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

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Total Fee Invoiced: \$513.00

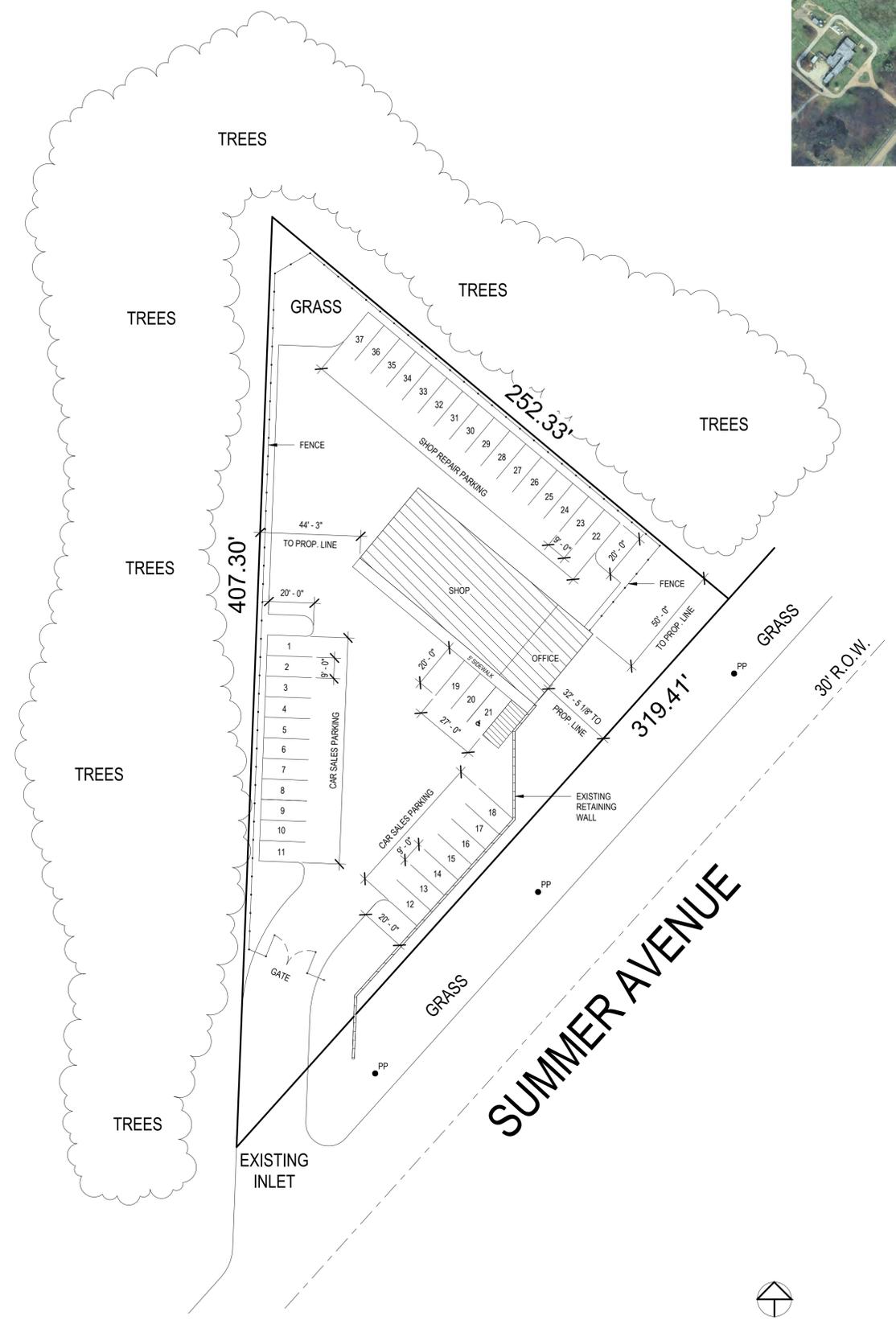
Total Balance: \$0.00

Payment Information

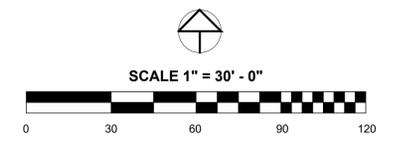
Payment Amount **Method of Payment**
\$513.00 Credit Card



VICINITY MAP



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



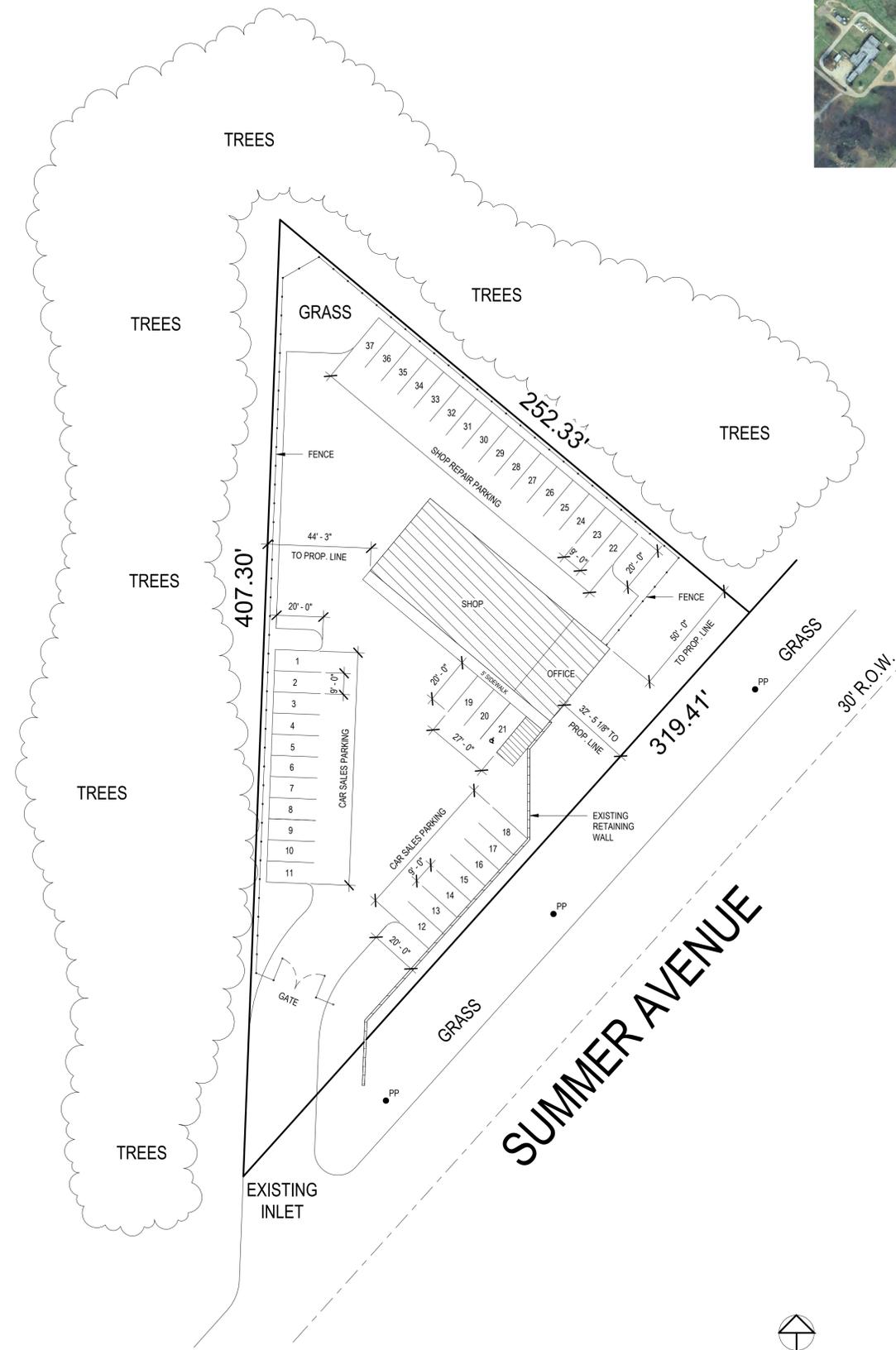
JOB NAME AND ADDRESS:
LAZARO HERNANDEZ
6250 SUMMER AVENUE, MEMPHIS, TN. 38134

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

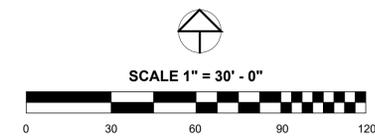
A1
SHEET NO:



VICINITY MAP



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



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

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

A1
SHEET NO:

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.

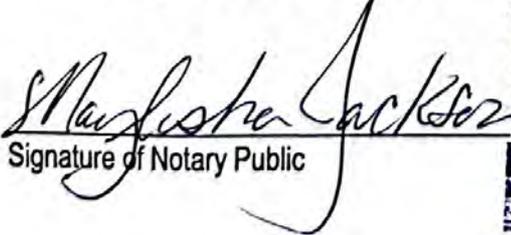
I, Lazaro Hernandez (Print Name)  (Sign Name), state that I have read the definition of

“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 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 17th day of July in the year of 2025.


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

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.

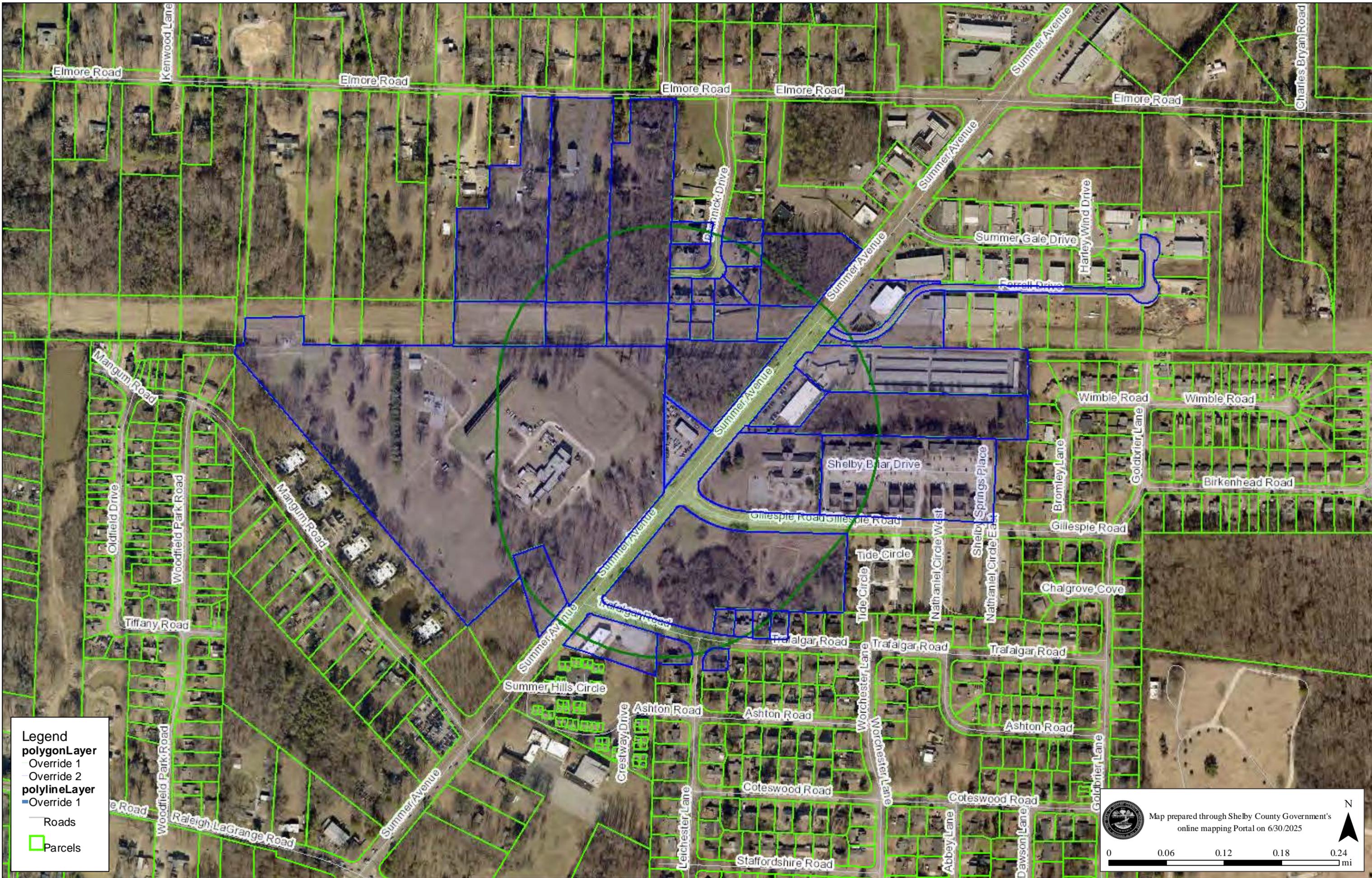
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This will allow the owner the ability to sale used vehicles and some vehicles that are repaired by the shop.

Sincerely,



WWW.RWESTDESIGNS.COM



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

0 0.06 0.12 0.18 0.24 mi

N



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

<hr/>	
3 PGS	
<hr/>	
ALONZO	1412991-16001519
<hr/>	
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
<hr/>	

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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 30~~th~~ 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 aforescribed 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.

My Commission Expires: 7/6/16

W. Grady McDonald
Notary Public



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.

[Signature]
Affiant

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

W. Grady McDonald
Notary Public



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: 01/27/2026
DATE
PUBLIC SESSION: 02/03/2026
DATE

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

ITEM DESCRIPTION: Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located at 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:

	<u>DATE</u>	<u>POSITION</u>
<u>Nabanita Nina</u>	<u>1/13/26</u>	PLANNER II
_____	_____	DEPUTY ADMINISTRATOR
<u>BWT Rye</u>	<u>1/13/26</u>	ADMINISTRATOR
<u>BWT Rye</u>	<u>1/13/26</u>	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

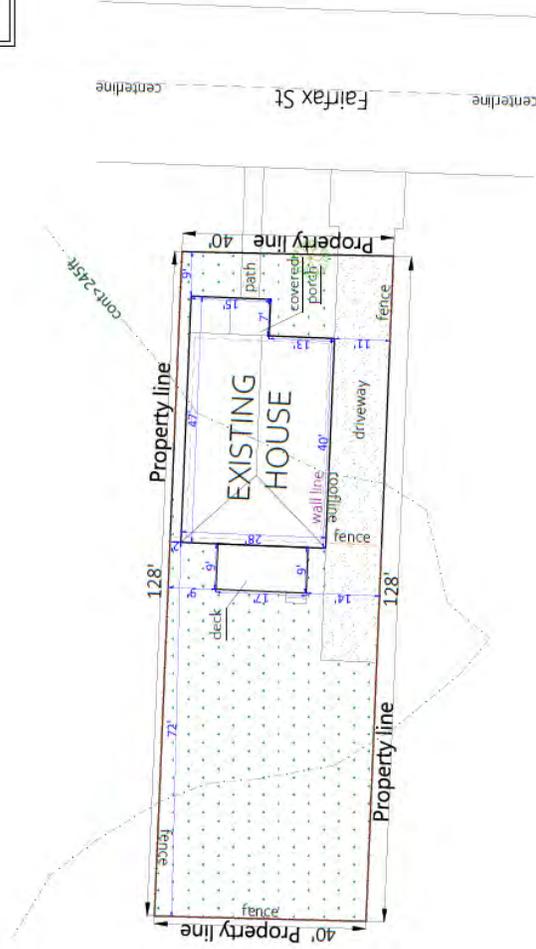
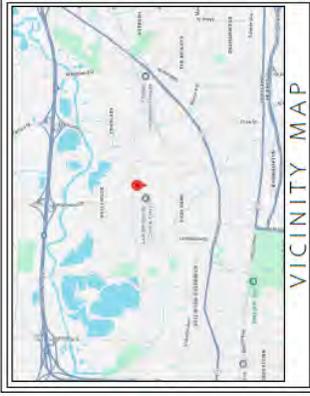
SUP 25-30
CONDITIONS

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'



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.

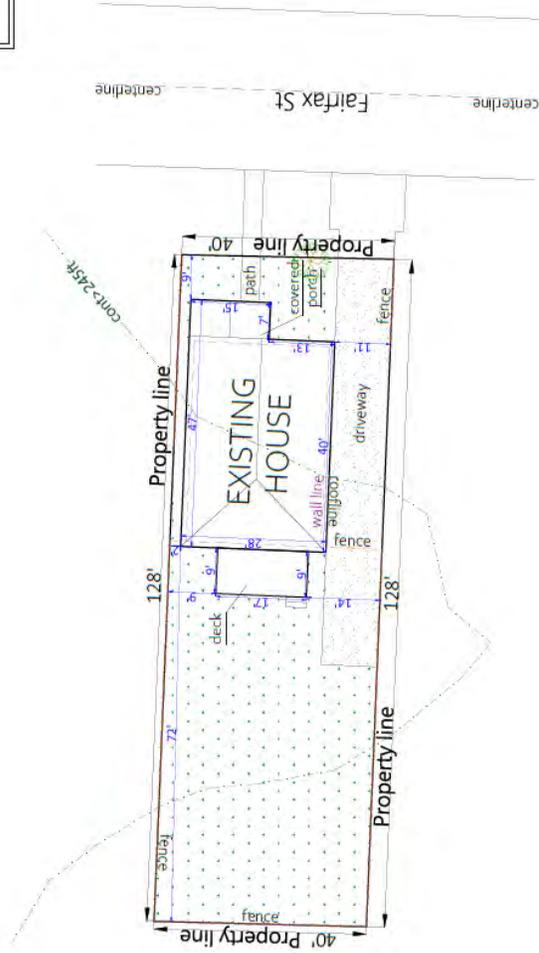
CONDITIONS

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'



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

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 Tennessee 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.

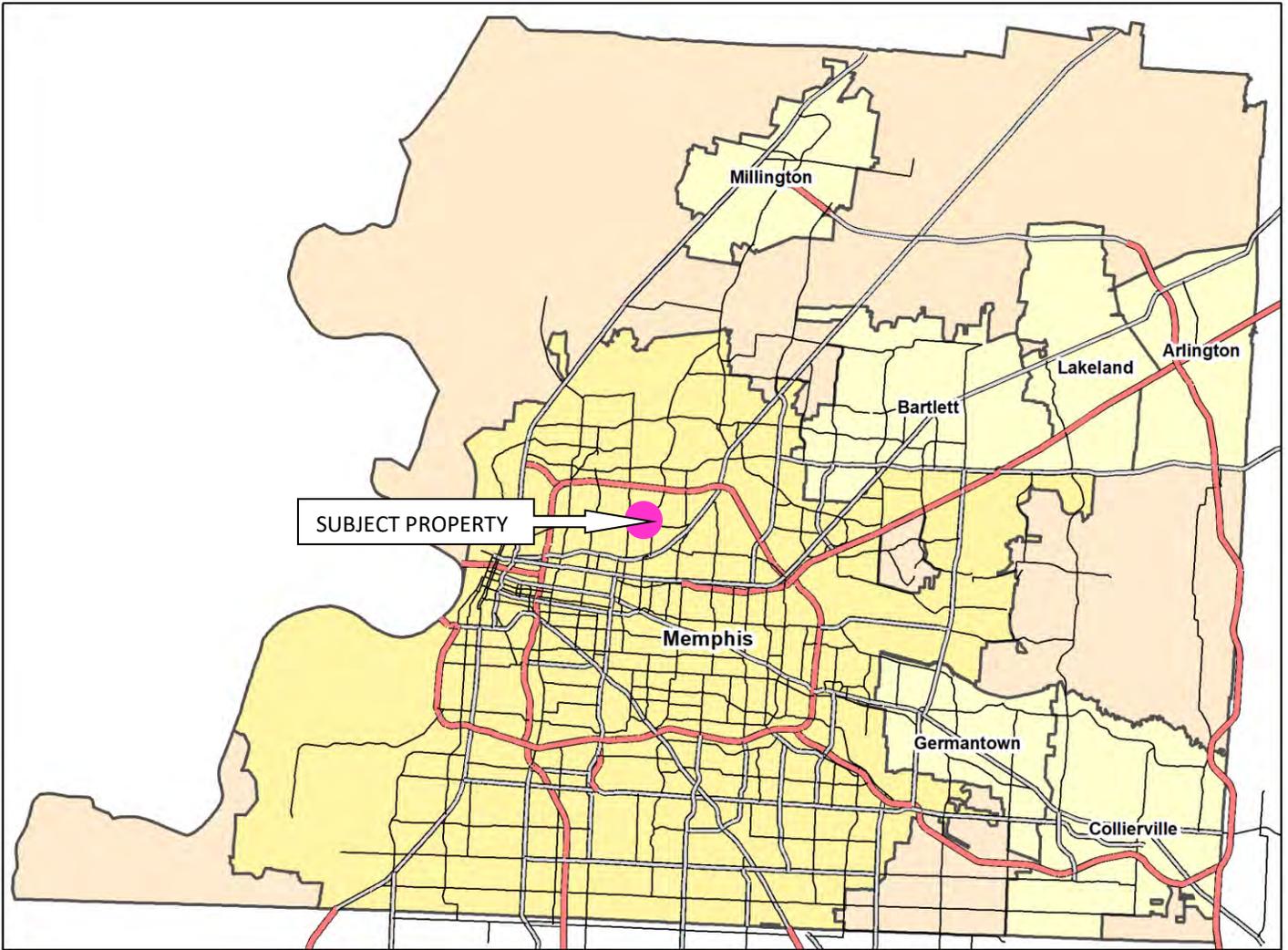
CONSISTENCY WITH MEMPHIS 3.0

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:

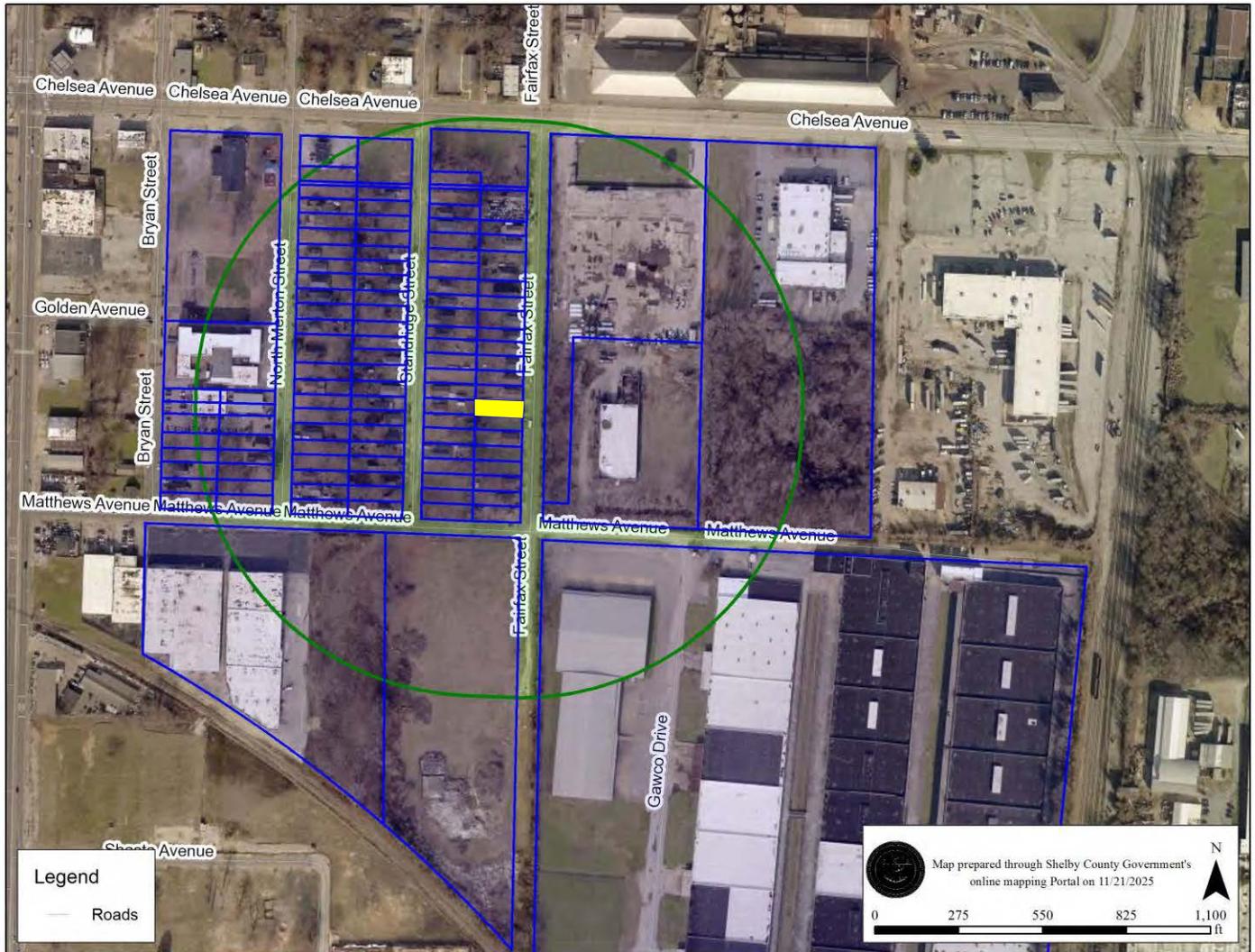
Approval with conditions

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.

AERIAL



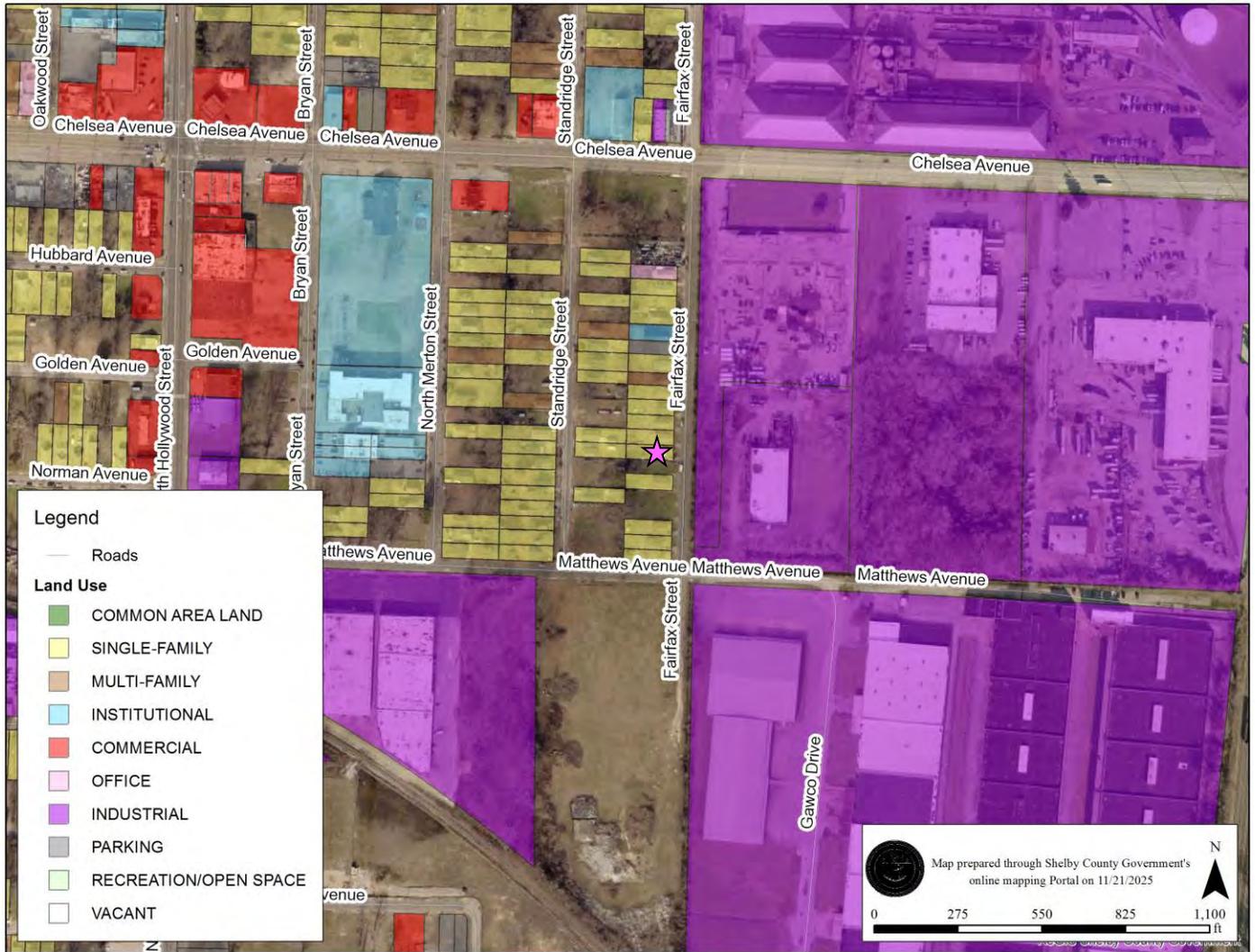
Subject property outlined in yellow, imagery from 2023

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS

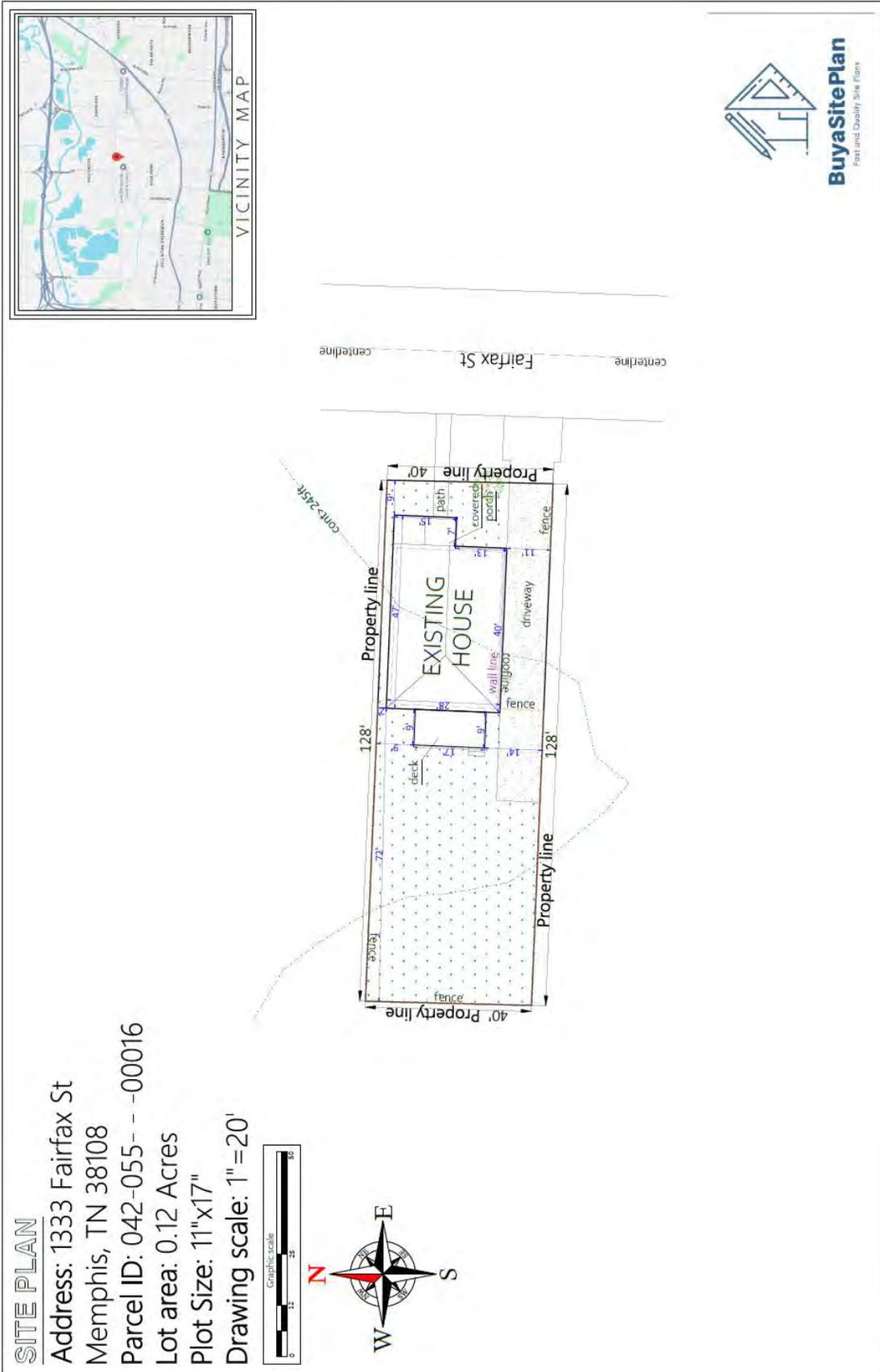


View of subject property from Fairfax Street looking west

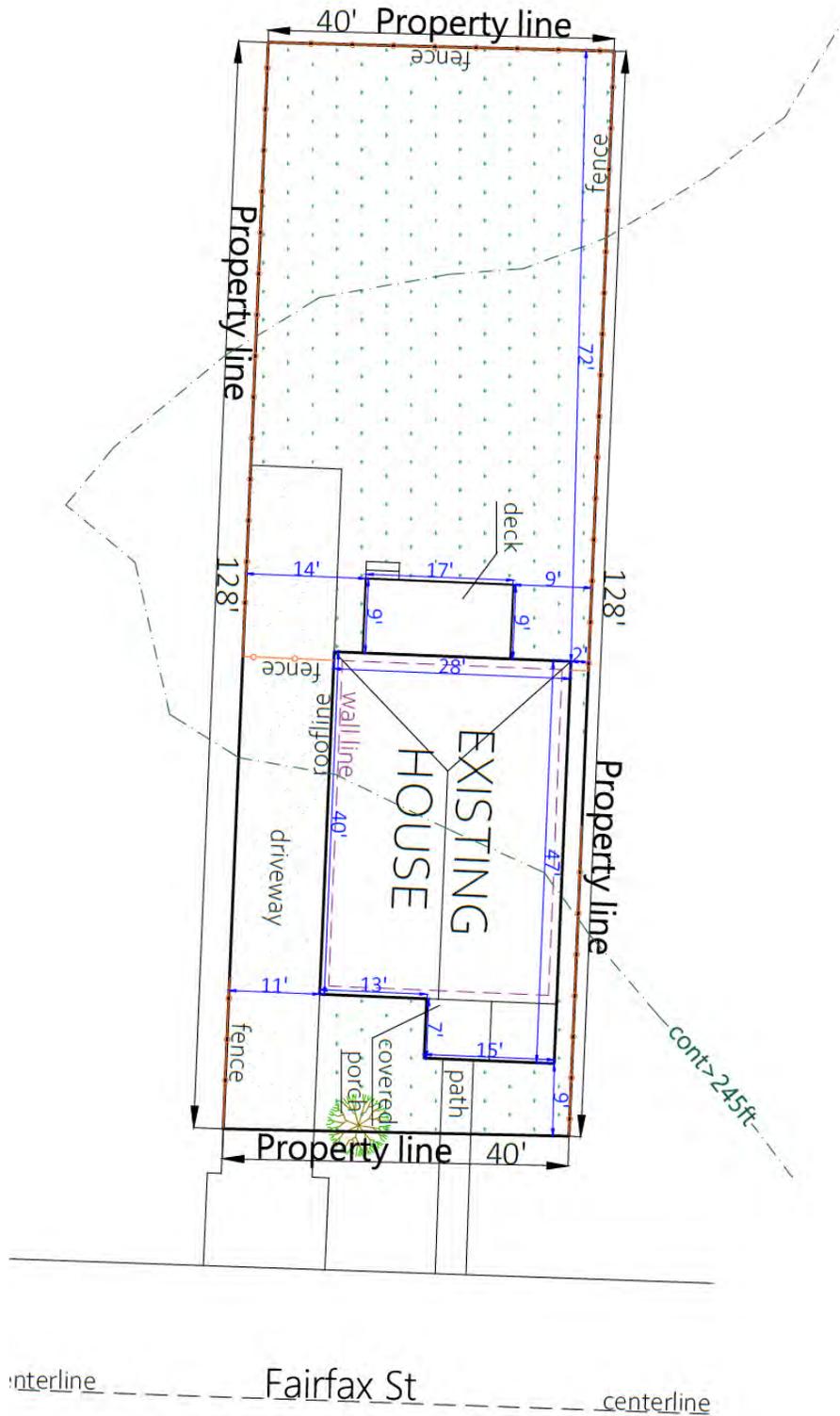


View of subject property from Fairfax Street looking southwest

SITE PLAN



SITE PLAN – MAGNIFIED



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	RMP	RE	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 <i>(see 2.9.3B)</i>	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 Tennessee 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 Tennessee 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



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



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.

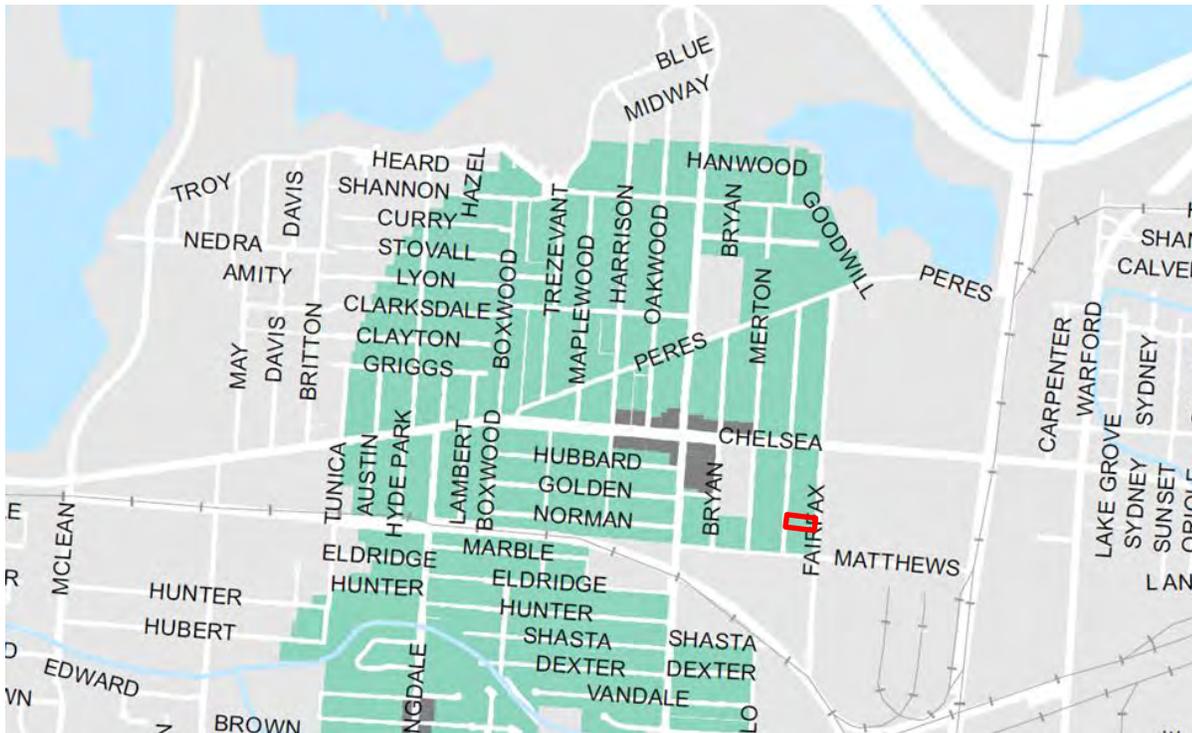
Existing, Adjacent Land Use and Zoning

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

Nurture 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

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.**

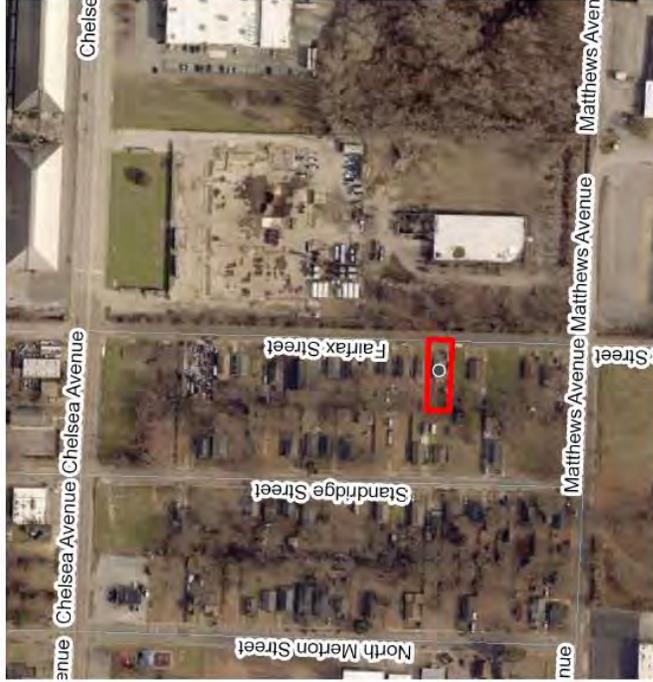
CASE NUMBER: SUP 2025-030
ADDRESS: 1333 Fairfax Street
REQUEST: To allow a group day care home
APPLICANT: Sheree Colman

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, 2025, I posted 1 Public Notice Sign(s) pertaining to Case No. SUP 2025-030 at 1333 Fairfax St. Memphis, TN. 38104 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.

Sheree Coleman
Owner, Applicant or Representative

12/23/2025
Date

Subscribed and sworn to before me this 23 day of Dec, 2025.

Kim R Vaughn
Notary Public

MY COMMISSION EXPIRES
AUGUST 14, 2029

My commission expires: _____





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
606 N LARCHMONT BLVD, LOS ANGELES, CA 90004

Owner Phone

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



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

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

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

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

of the property located at 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 29th day of September in the year of 2025.

[Signature]
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

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

606 N LARCHMONT BLVD, LOS ANGELES, CA 90004

Owner Phone

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

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Payment Information

Payment Amount	Method of Payment
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Memphis and Shelby County
City Hall
125 N. Main Street, Suite 468
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November 24, 2025

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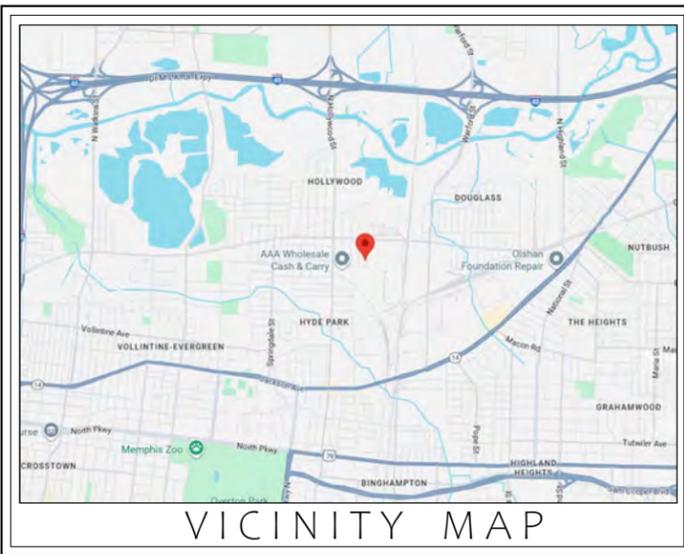
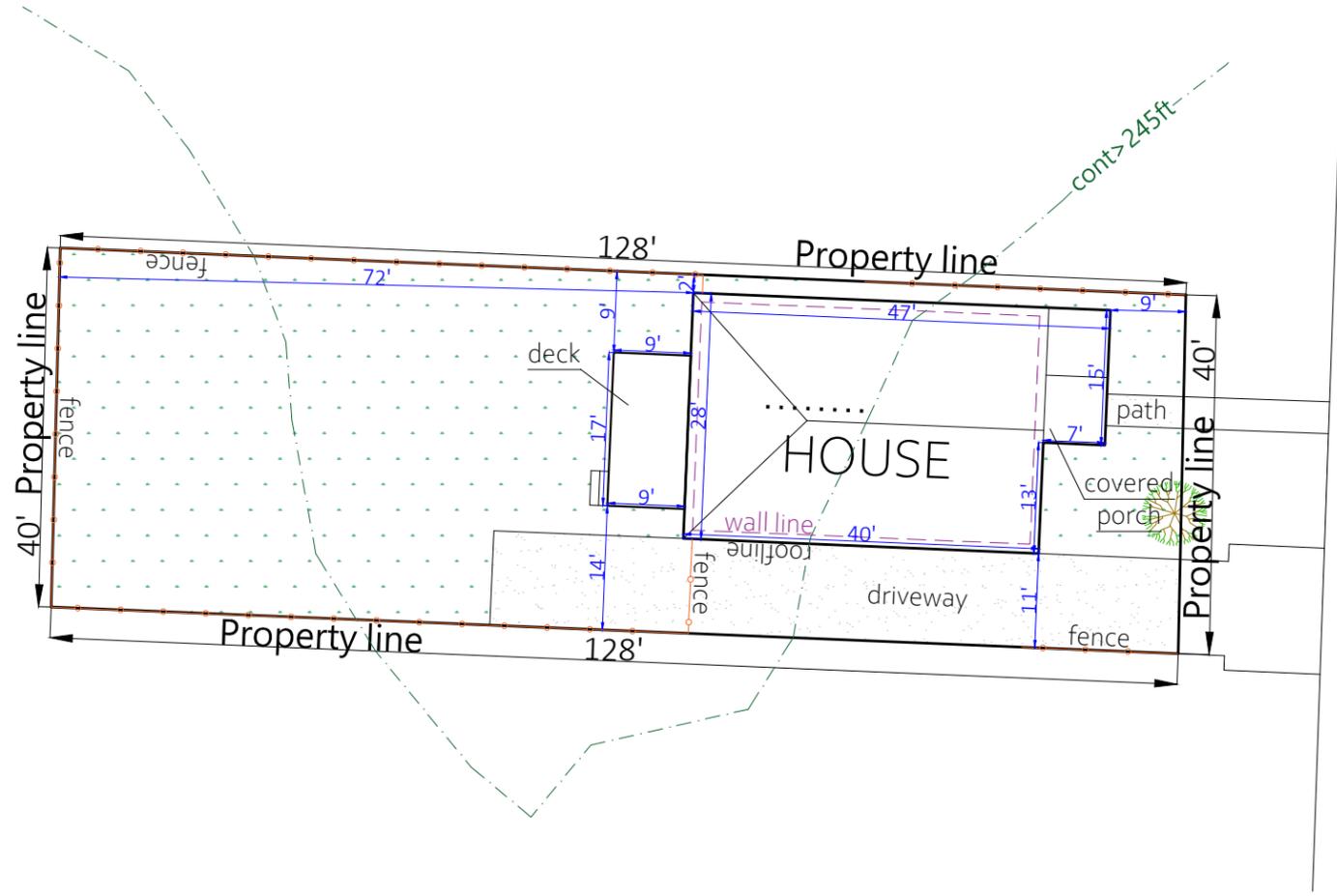
Please let me know what is required of me to meet the requirement of this request to I can move forward with my plans and goals for this childcare center.

Thank you for your time and considerations,

Sheree Coleman
Owner/Director
Keen Scholars Learning and Enrichment Center

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'



centerline --- Fairfax St --- centerline



BuyaSitePlan
Fast and Quality Site Plans

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

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

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

of the property located at 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.

[Signature]
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

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 aforesaid real estate; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT

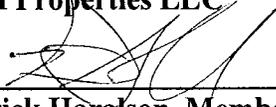
- Parcel 1: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 7, Page 41;**
- Parcel 2: Subdivision Restrictions, Building Lines and Easements of record in Plat Book 7, Page 109; Amendment to Subdivision Restrictions in Book 1657, Page 270;**
- Parcel 3: Subdivision Restrictions, 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.

Willie F. Brooks Jr

Notary Public



My Commission expires:

(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.

Alicia Harmon Ayers

Affiant

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

Dawn Johnson

Notary Public

My Commission Expires:



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

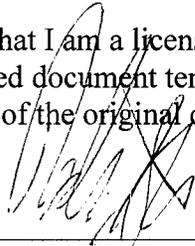
Tax Parcel ID: 044-008-00023

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

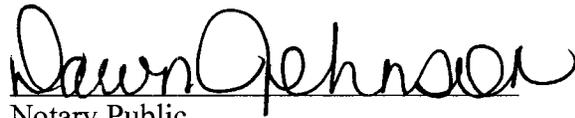
I, Hal C. Stanley, do hereby make oath that I am a licensed attorney and/or custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



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:





**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,

A handwritten signature in black ink that reads "Lucas Skinner". The signature is written in a cursive, flowing style.

Lucas Skinner
Planner III
Land Use & Development Services



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!

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),

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.

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,

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

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

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

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

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 indemnify, 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, indemnify 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

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

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"):

(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

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

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

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.

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

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

MANAGER, GRIND CITY Property Management, LLC

By: Samuel Hargrave

By: Brad Thomas

Name: Samuel Hargrave

Name: Brad Thomas

Title: Managing Member

Title: Property Manager

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	

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: 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

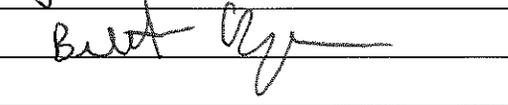
FUNDING:

(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:

_____	<u>DATE</u>	<u>POSITION</u>
	<u>11/24/25</u>	PLANNER
_____	_____	DEPUTY ADMINISTRATOR
	<u>11/24/25</u>	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
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.~~

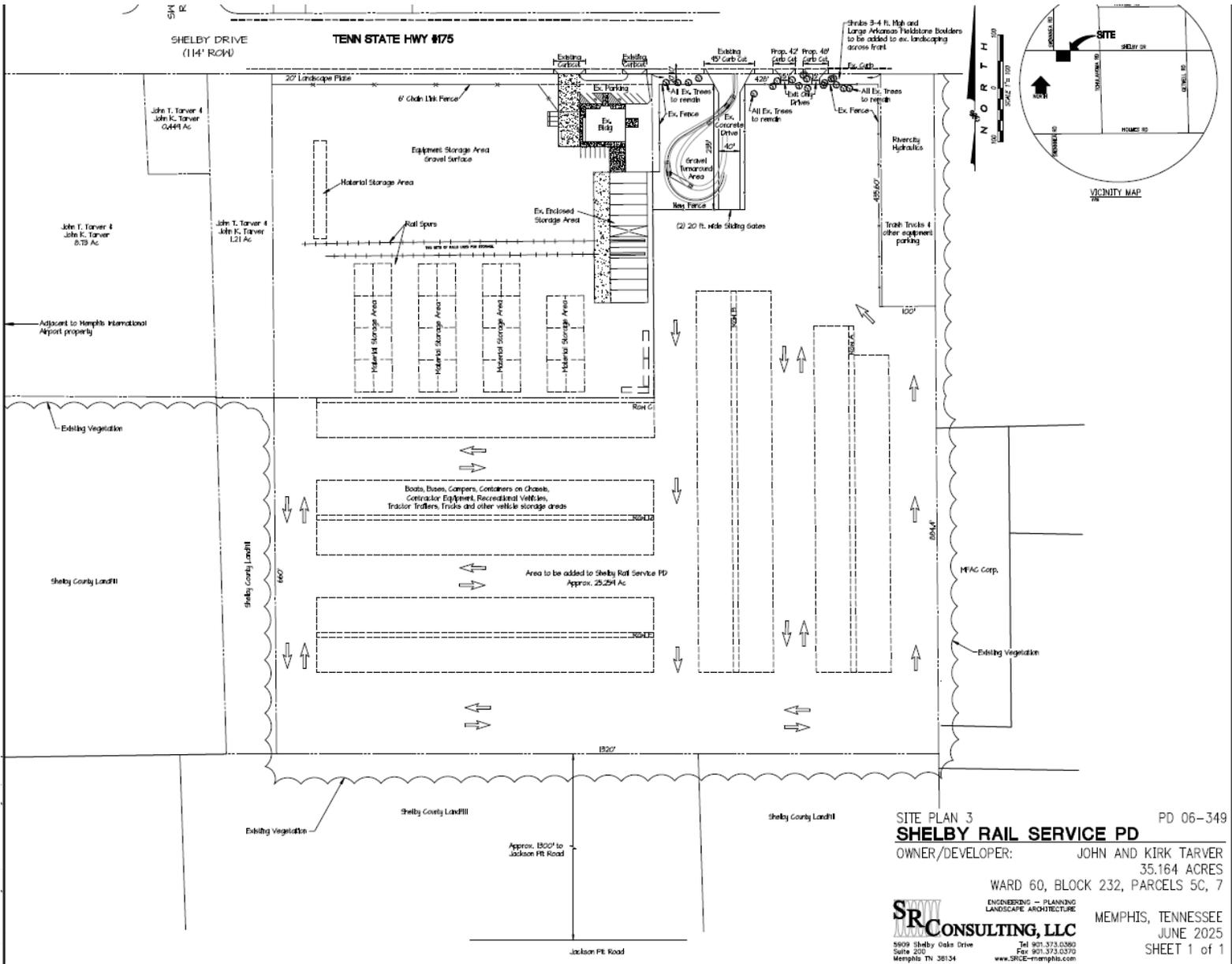
VIII. FINAL PLAN:

- 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



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

SRCCONSULTING, LLC
 ENGINEERING - PLANNING
 LANDSCAPE ARCHITECTURE
 5809 Shelby Oaks Drive Memphis, TN 38134
 Tel: 901.373.0360 Fax: 901.373.0370
 www.SRCCONSULTING.com

MEMPHIS, TENNESSEE
 JUNE 2025
 SHEET 1 of 1

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.

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

Outline Plan Conditions

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ATTEST:

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

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.

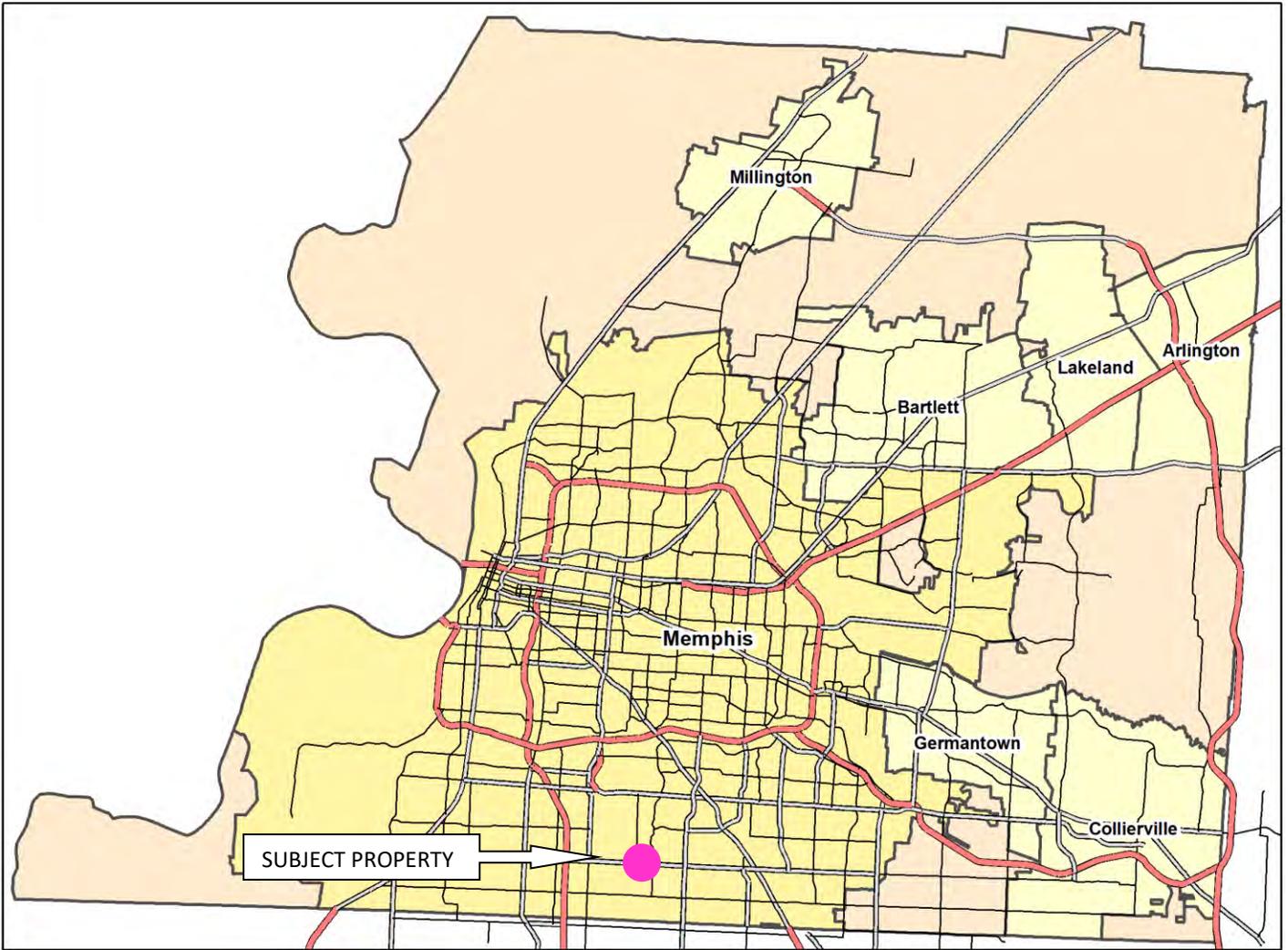
CONSISTENCY WITH MEMPHIS 3.0

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

LOCATION MAP



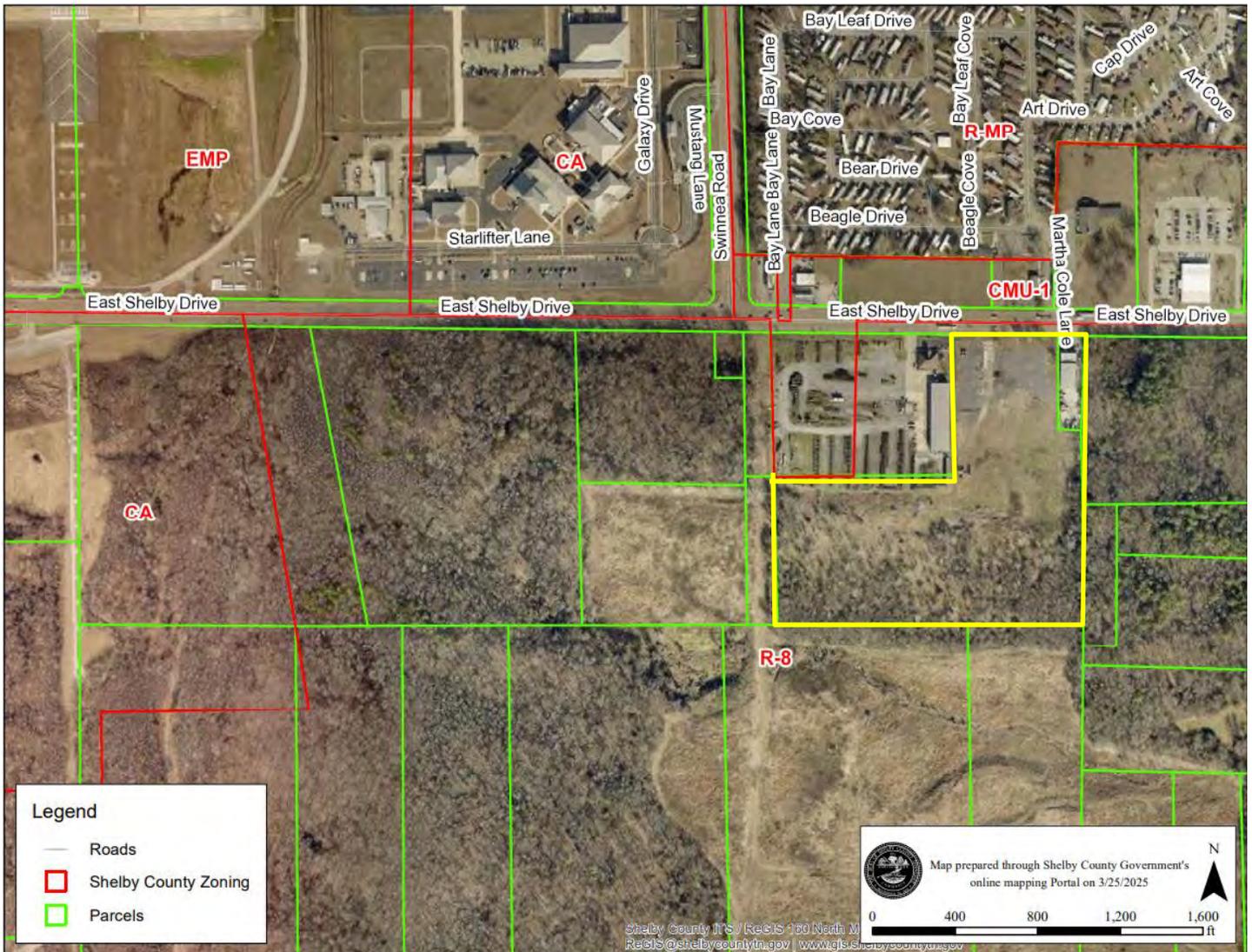
Subject property located within the pink circle

AERIAL



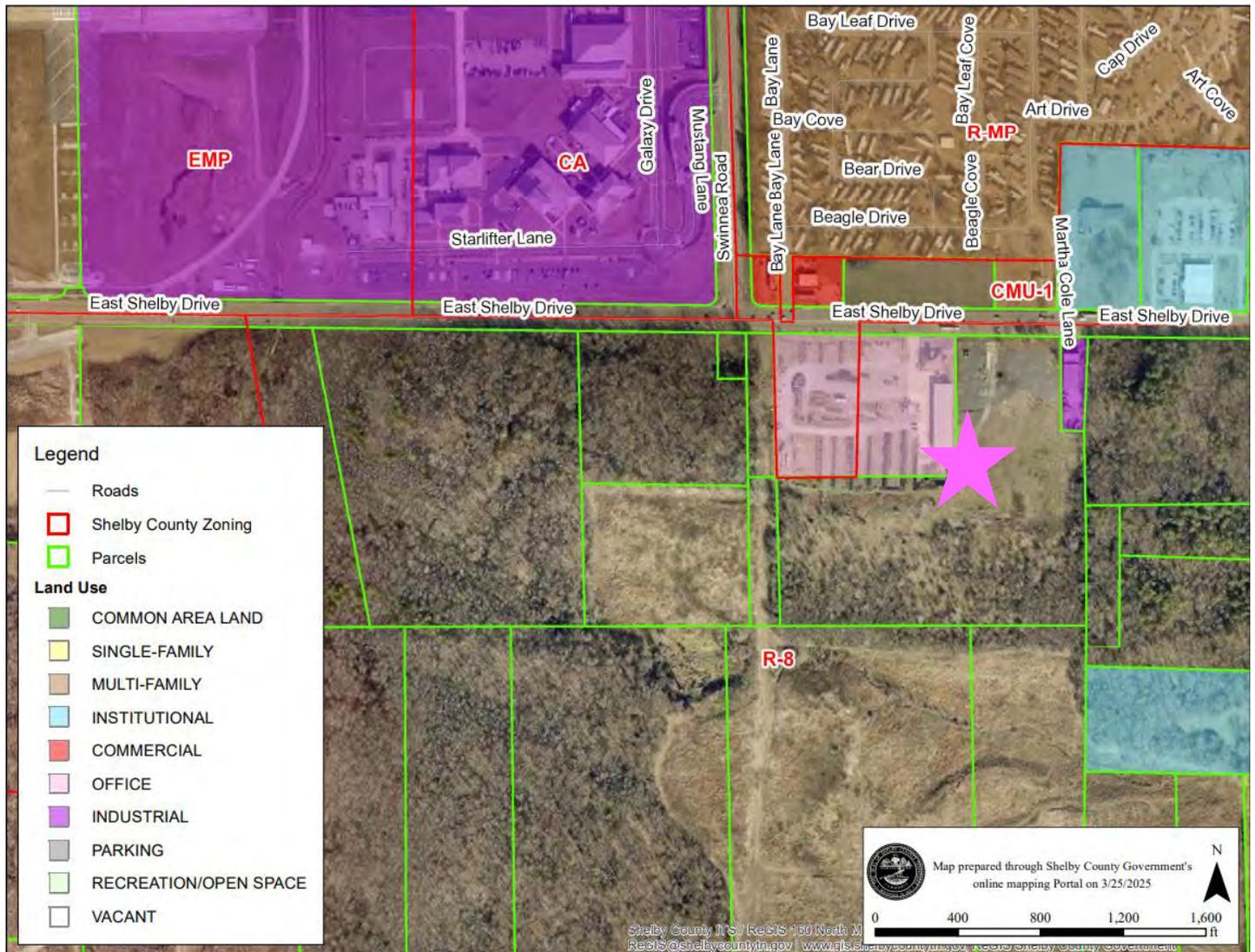
Subject property outlined in yellow

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS

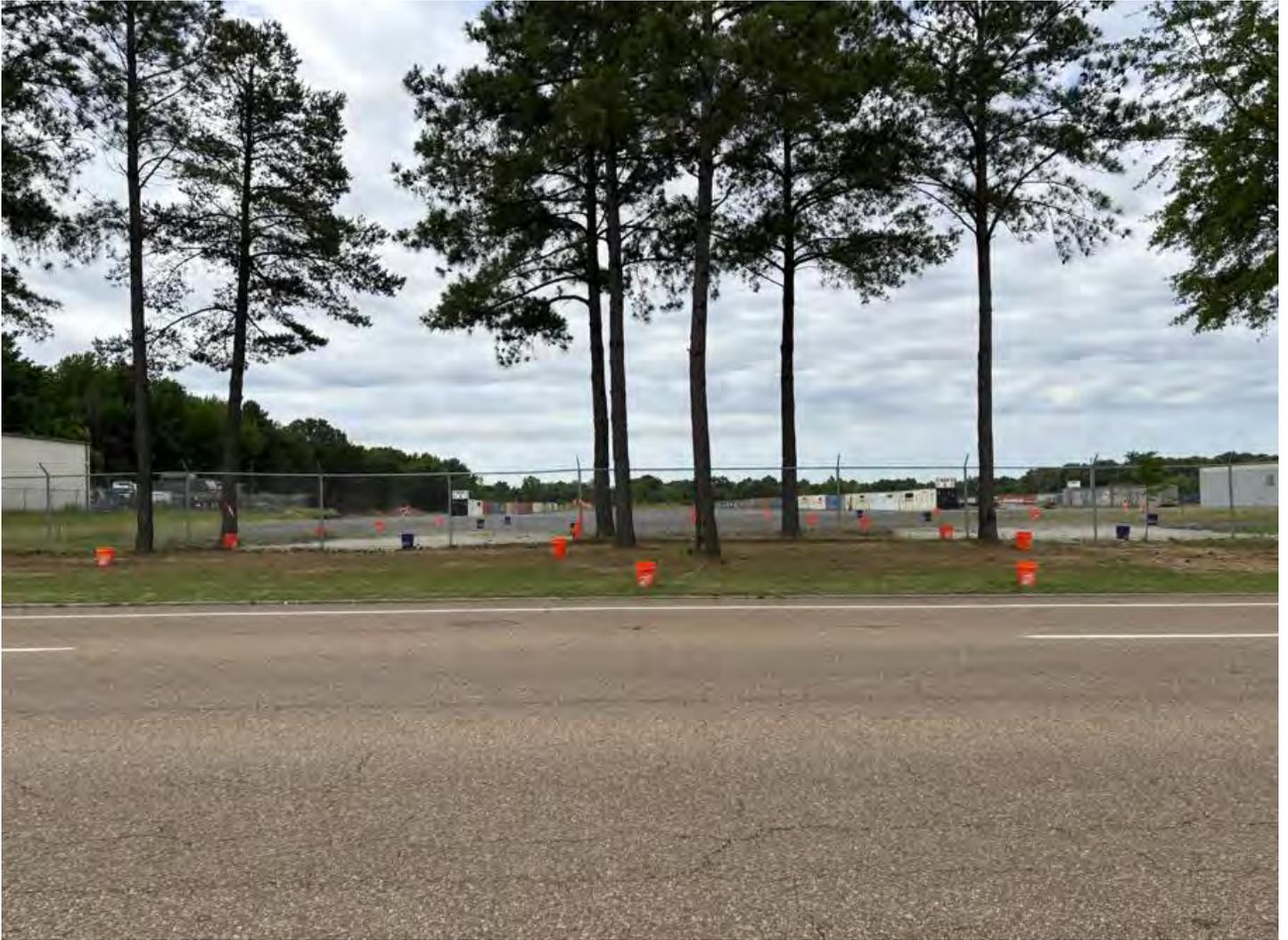


View of subject property looking north.



View of subject property looking south.

CURRENT CONDITION OF SUBJECT PROPERTY

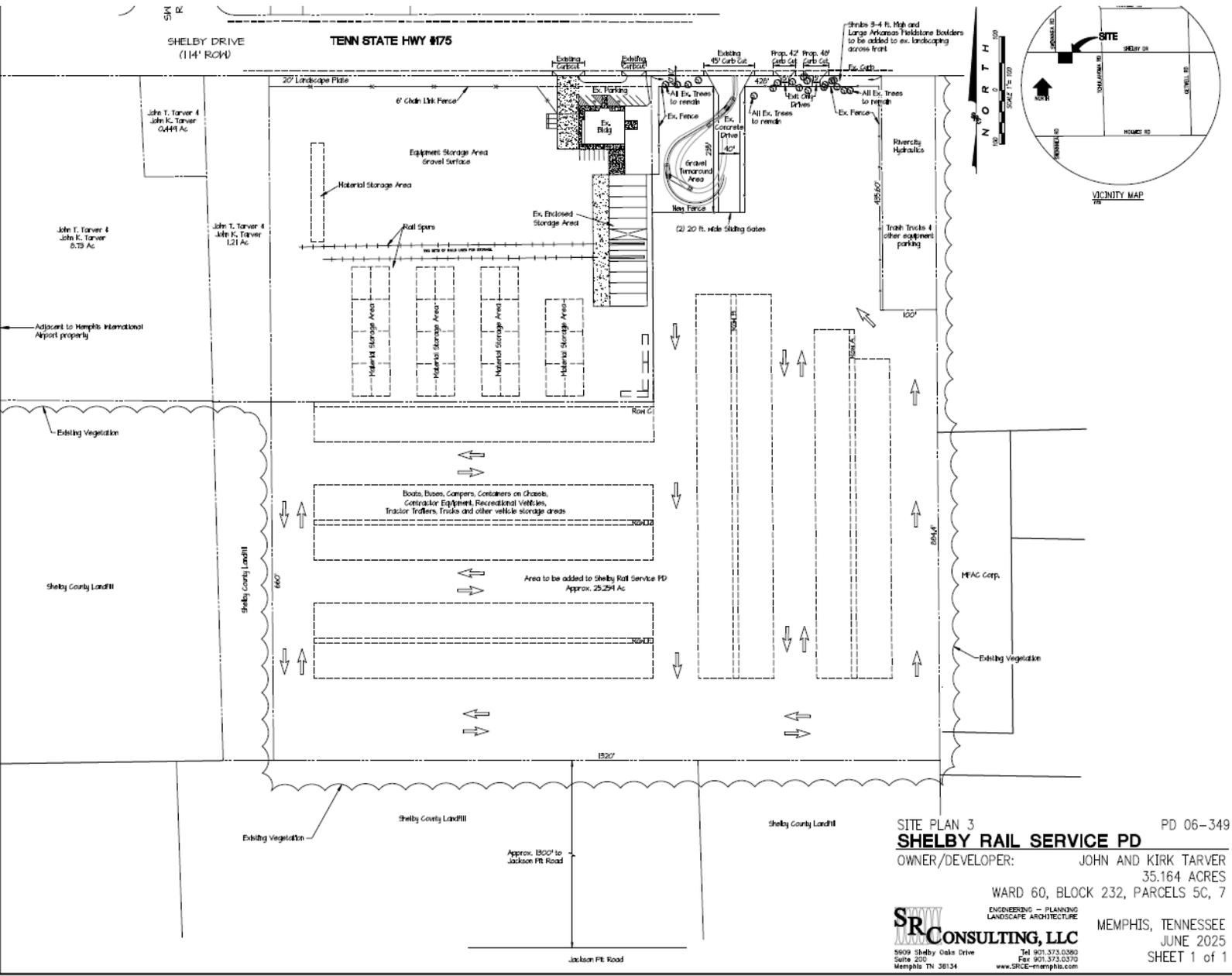








CONCEPT PLAN



SITE PLAN 3
SHELBY RAIL SERVICE PD
 OWNER/DEVELOPER: JOHN AND KIRK TARVER
 35.164 ACRES
 WARD 60, BLOCK 232, PARCELS 5C, 7

ENGINEERING - PLANNING
 LANDSCAPE ARCHITECTURE

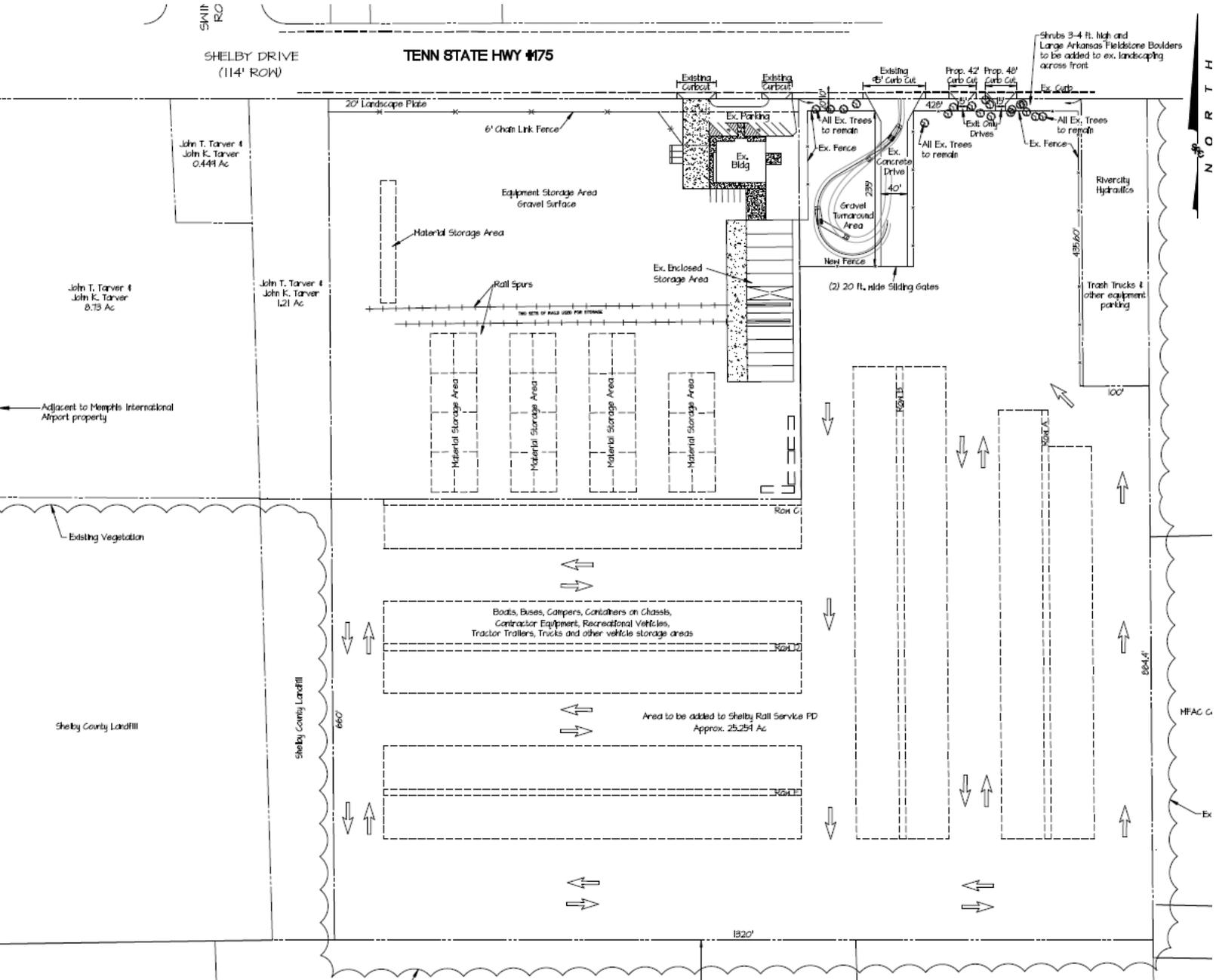
SR CONSULTING, LLC
 5909 Shelby Oaks Drive
 Suite 200
 Memphis TN 38134

Tel 901.373.0360
 Fax 901.373.0370
 www.SRCE-memphis.com

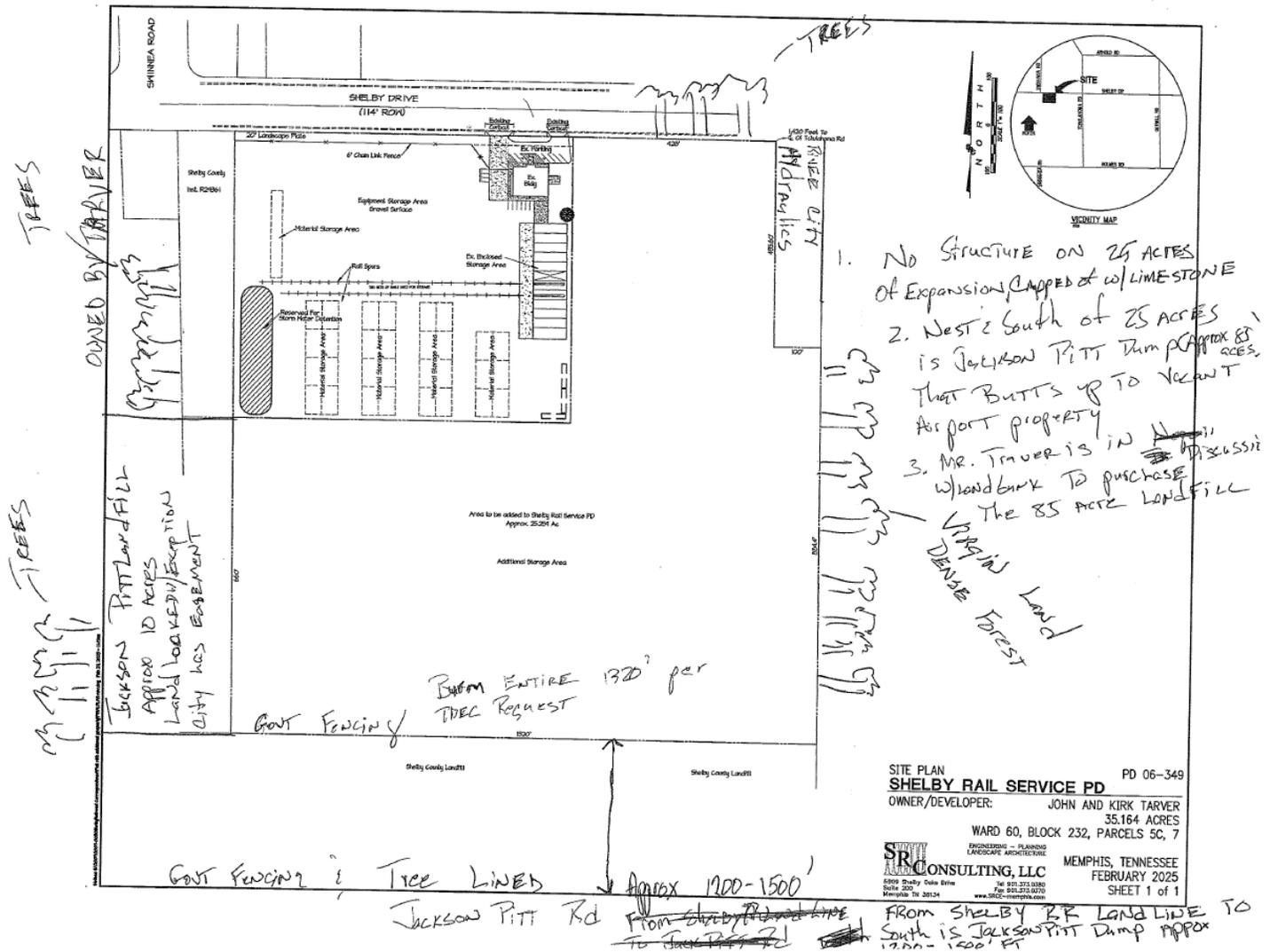
MEMPHIS, TENNESSEE
 JUNE 2025
 SHEET 1 of 1

PD 06-349

CONCEPT PLAN – MAGNIFIED



LANDSCAPE PLAN

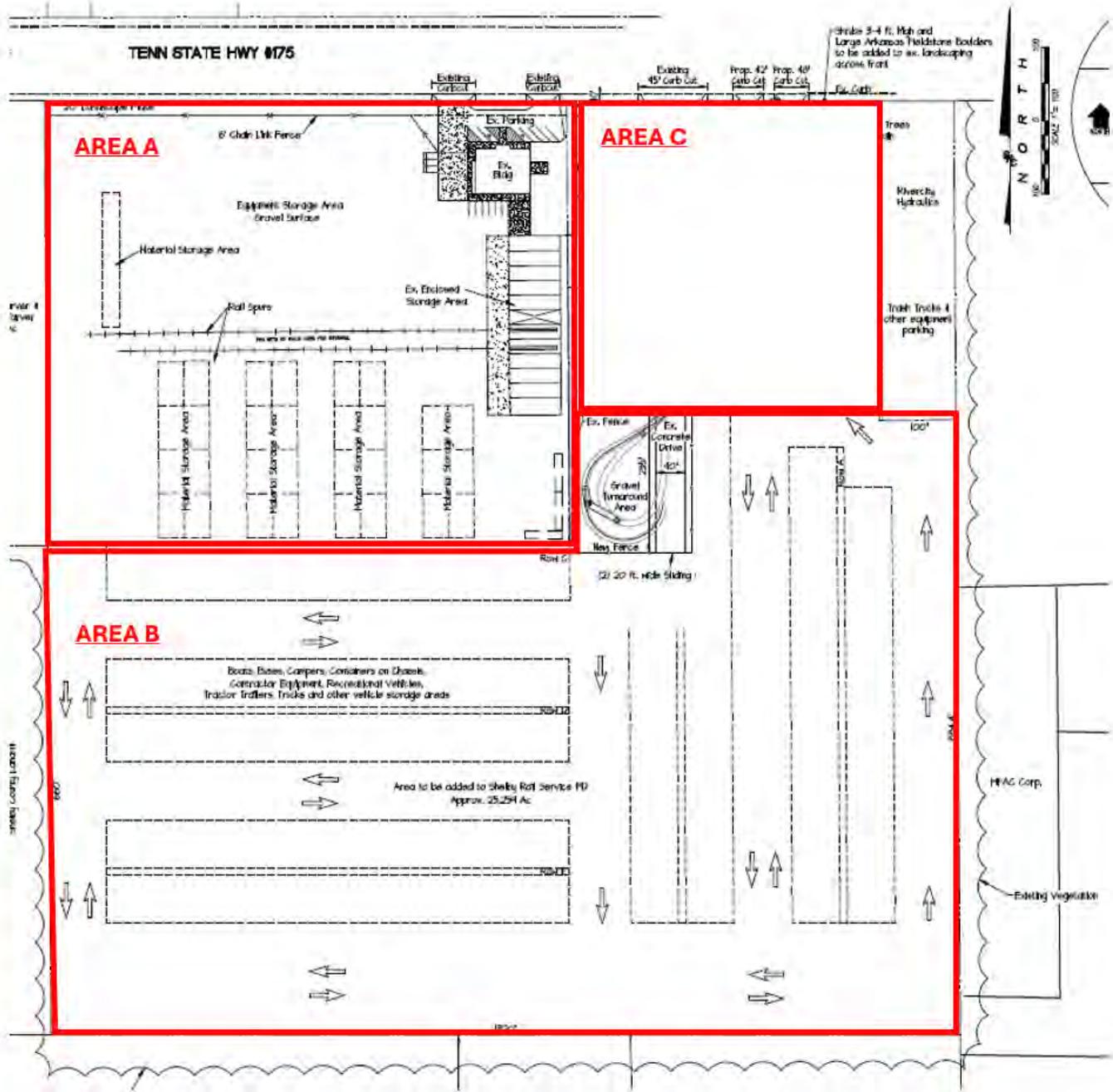


1. No STRUCTURE ON 25 ACRES OF Expansion CAPPED w/ LIME-STONE
2. Nest'd South of 25 ACRES is JACKSON PITT DUMP APPROX 85 ACRES THAT BUTTS UP TO VACANT Airport property
3. Mr. Tarver is in DISCUSS with Landbank TO purchase THE 85 ACRE LAND FILL

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
SR CONSULTING, LLC MEMPHIS, TENNESSEE
 ENGINEERING - PLANNING LANDSCAPE ARCHITECTURE
 6909 Shelby Oaks Drive Memphis, TN 38134
 FEBRUARY 2025 SHEET 1 of 1

FROM SHELBY RR LAND LINE TO SOUTH IS JACKSON PITT DUMP APPROX 1200-1500' FT

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.
 - o There are four (4) material storage areas designated along the south property line of 3021 East Shelby Drive.
 - o 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.
 - o One (1) existing 95-foot-wide curb cut with a 40-foot-wide drive
 - Entrance curb cut with a gravel turnaround area
 - o 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

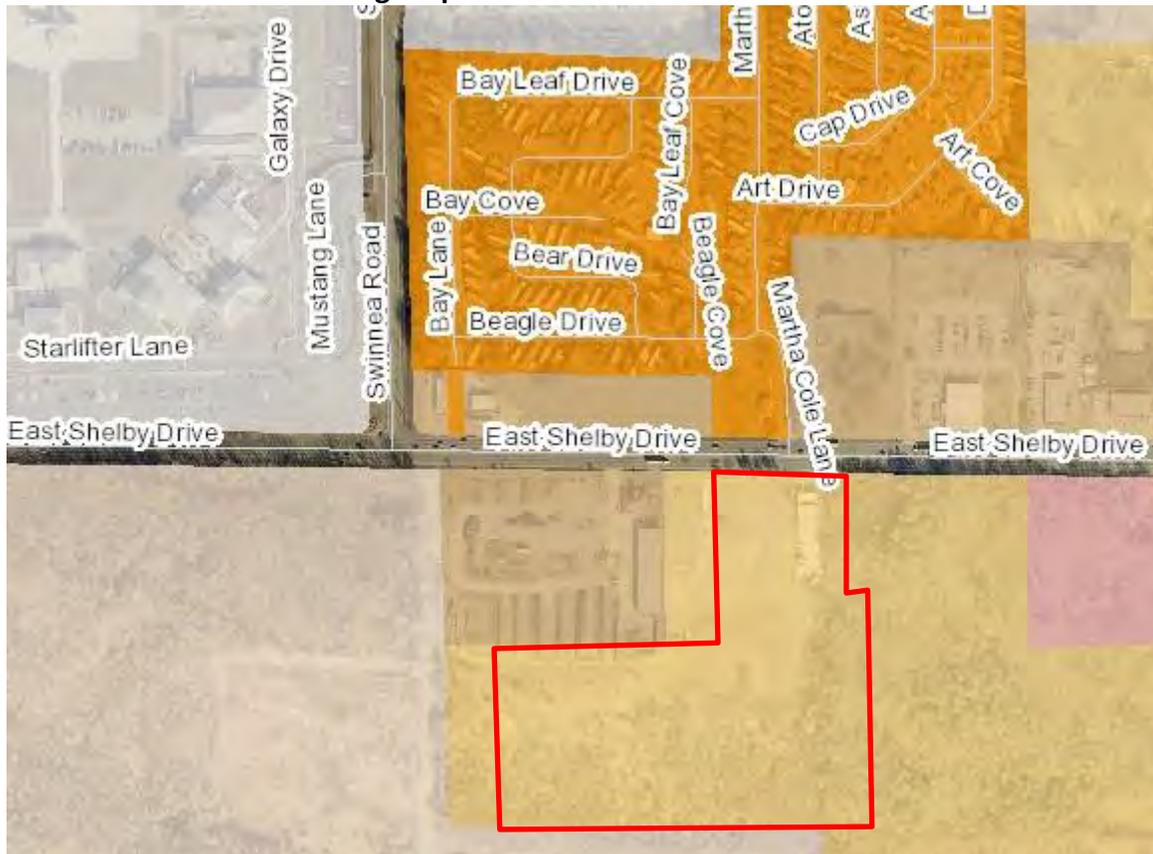
Future Land Use Designation: Anchor Neighborhood-Primarily Single-Unit (AN-S)

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.

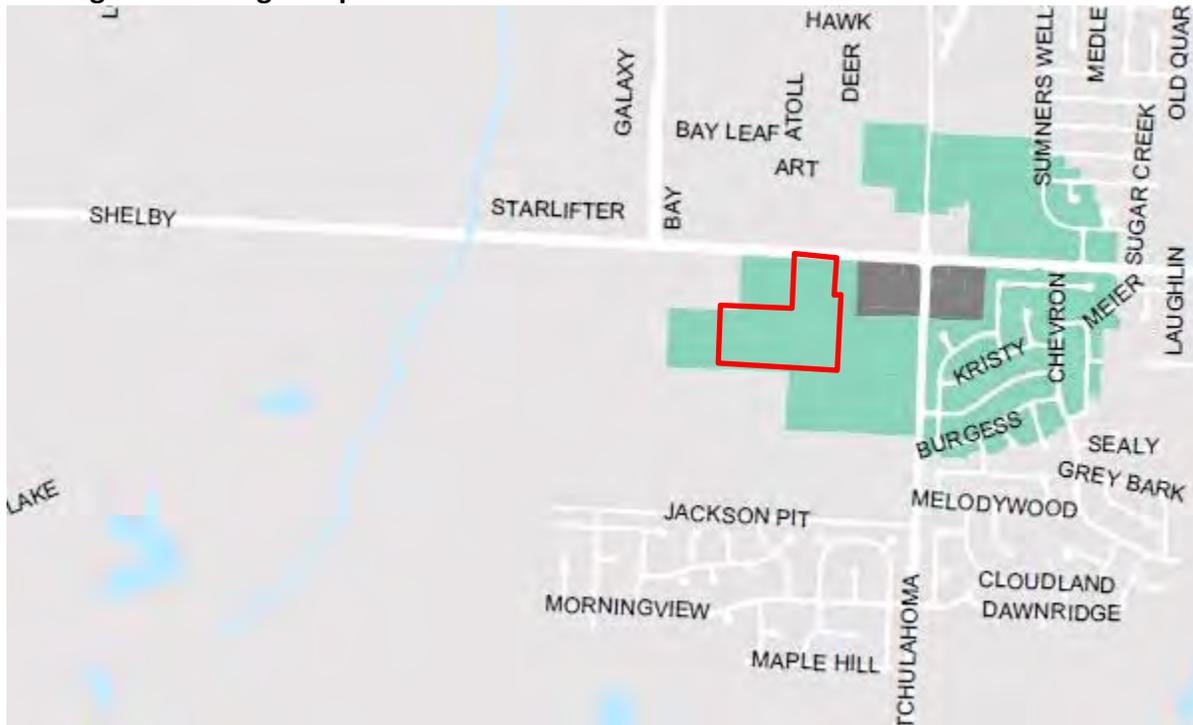
Existing, Adjacent Land Use and Zoning

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 INCONSISTENT with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Negin Hamidi, Comprehensive Planning.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

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

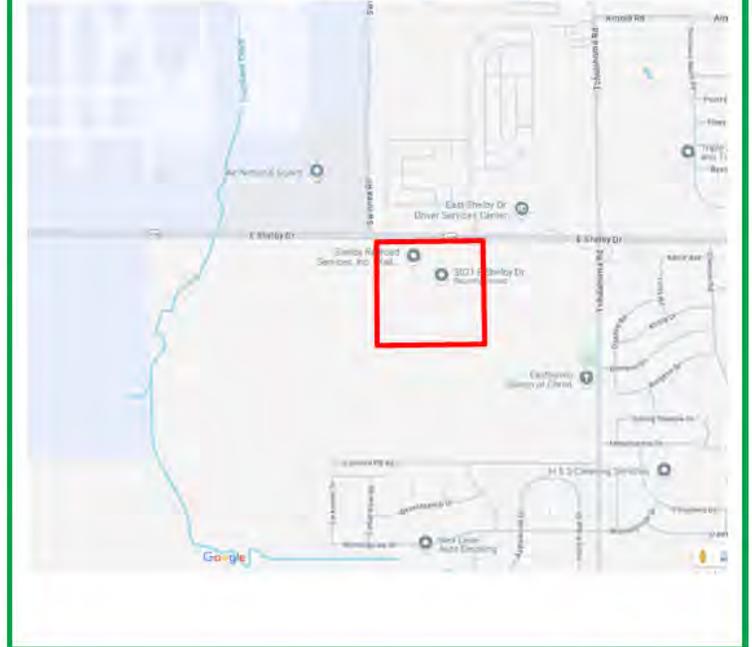
Location: Council Chambers
City Hall 1st Floor
125 N Main St.
Time: 9:00 AM
Date: Thursday, April 10, 2025

Staff Planner Contact:

Alexis Longstreet
✉ alexis.longstreet@memphistn.gov
☎ (901) 636-7120



VICINITY MAP



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, 2025, 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):

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

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

[Signature] 3/31/25
 Owner, Applicant or Representative Date

Subscribed and sworn to before me this 31 day of March, 2025.

[Signature]
 Notary Public



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

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 N/A

Shelby County, is the tract at least three acres?

(Note a tract of less than three acres is not

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



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) John T. Carver (Sign Name) state that I have read the definition of

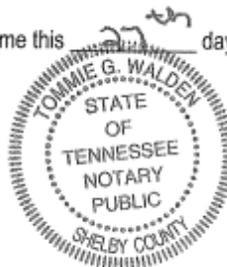
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- 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

Tommi Walden
Signature of Notary Public



8-21-2027
My Commission Expires

LETTER OF INTENT



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

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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 N/A

Shelby County, is the tract at least three acres?

(Note a tract of less than three acres is not

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

\$3,600.00

Method of Payment

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

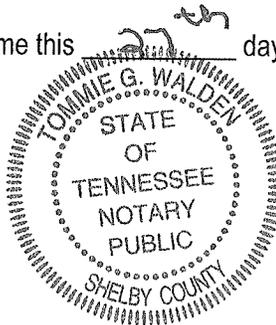
“Owner” as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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

of the property located at 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

Tommi Walden
Signature of Notary Public



8-21-2027
My Commission Expires



ENGINEERING • PLANNING

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.

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 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.

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

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:

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.

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.



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

<p>Prepared by:</p> <p>Austin Law Firm, P.A. 6928Cobblestone Drive Suite 100 Southaven, MS 38672 662-890-7575 MS Bar #3412</p> <p>File No:06-21-6648</p>	<p>Grantors Address:</p> <p><u>1135 Smart Rd</u> <u>Holly Springs, ms</u> <u>38635</u></p> <p>Home: <u>N/A</u></p> <p>Work: <u>(662) 544-2750</u></p>	<p>Grantees Address:</p> <p><u>J. Tarver</u> <u>3021 Shelby Drive</u> <u>Memphis, TN 38118</u></p> <p>Home: <u>N/A</u></p> <p>Work: <u>(901) 365-1068</u></p>
--	---	---

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 center 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.

Call
Notary Public

My commission expires:



(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

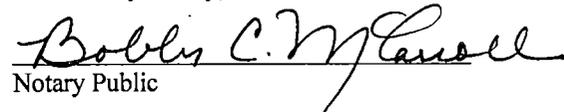
Smith and Smith Law Firm#: 210097

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.



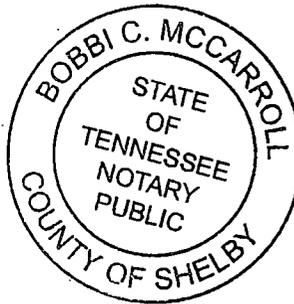
Affiant

Subscribed and sworn to before me this
the 19th day of July, 2021.



Notary Public

My Commission Expires: **OCT 16 2021**





**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
Planner
Land Use and Development Services
Division of Planning and Development

Cc:

File

Letter to Applicant
PD 2025-002

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.

Letter to Applicant
PD 2025-002

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

Letter to Applicant
PD 2025-002

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.~~