WHEREAS, Patricia Ann Rogers, a native of Brownsville, Tennessee, is the daughter of Matriarch Elma B. Rogers, a retired schoolteacher, and the late Walter Rogers, Sr., a respected businessman, and has carried the values of family, faith, and hard work with her throughout a lifetime of service; and

WHEREAS, a 1977 graduate of Haywood High School, **Patricia Ann Rogers** earned her Bachelor of Arts degree in 1982 from the College of Communications and Fine Arts at Memphis State University, with a concentration in public relations and a minor in sociology, laying the foundation for a distinguished professional career; and

WHEREAS, she inherited her entrepreneurial spirit and business acumen from her father and his brothers, the founders of Rogers Funeral Home in her native Brownsville, and has built upon that legacy through more than thirty years of public relations and marketing experience including service with Mud Island, West Rogers Communications, LeMoyne-Owen College, and Felix Way Advertising, before founding **Patricia A. Rogers Public Relations** in 2009, where she serves today as President and Chief Executive Officer; and

WHEREAS, beyond her professional accomplishments, **Patricia Ann Rogers** has given herself generously to the City of Memphis, fighting blight, cleaning up neighborhoods, and championing the causes of the underprivileged and the underserved; believing, as she does, that every Memphian deserves to live on a clean and dignified street; and

WHEREAS, a faithful Missionary at Greater Harvest Church of God in Christ, under the pastorate of Pastor Renardo Deion Ward, she has grounded her civic work in her faith, serving her community with compassion, humility, and an unwavering sense of purpose; and

WHEREAS, having recently celebrated her sixty-eighth birthday, **Patricia Ann Rogers** has chosen not to rest, but to redouble her efforts by launching a citywide public relations campaign entitled "**Join the Fight Against Urban Blight: Together We Can Keep Memphis Clean**" — rallying her fellow citizens to take pride and ownership in the beauty of their city; and

WHEREAS, through her advocacy, her professional excellence, her faith, and her tireless labor on behalf of clean and thriving neighborhoods, **Patricia Ann Rogers** has demonstrated that a single determined citizen can change the face of a community, and she has inspired countless Memphians to join her in that work.

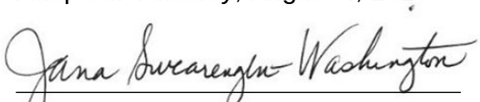
NOW, THEREFORE, BE IT RESOLVED, that Chairwoman Swearengen-Washington and the entire Memphis City Council does hereby recognize and honor

PATRICIA ANN ROGERS

for her dedication and commitment to keeping Memphis clean.

BE IT FURTHER RESOLVED, that this Council commends **Patricia Ann Rogers** for her leadership in the fight against urban blight, for her service to the underprivileged and underserved, and for calling upon every Memphian to share in the responsibility of keeping our city clean and beautiful.

Adopted: Tuesday, August 4, 2026



Jana Swearengen-Washington
Chairwoman of the Memphis City Council
District 4

WHEREAS, when worthy circumstances arise, the Memphis City Council has seen fit to name certain public roads to honor citizens who have served the City of Memphis, and **Pastor Leon Jones, Jr.**, is certainly befitting of this great honor; and

WHEREAS, **Pastor Leon Jones, Jr.** was born in Somerville, TN on November 13, 1967, to his deceased parents the late Leon Jones Sr., and Diann Marshall Jones. Coming from a humble background, he grew up in the Projects of Clementine apartments in South Memphis and moved to Smokie City in North Memphis. Pastor Jones, Jr. graduated from Northside High School in Memphis, TN and is a Veteran in the United States Navy aboard the USS Theodore Rosevelt. He currently resides in Memphis TN, with his wife Juanita, 3 children, and 2 grandchildren; and

WHEREAS, Pastor Leon Jones, Jr. earned his Bachelors degree in Theology, received two Masters degrees in Ministry & Christian Studies, and received his Doctorate in Christian Counseling. He worked for more than 20 years at St. Joseph and Baptist Hospitals in which he held various positions. The last position he held in the hospital was Coordinator of Cardiac Pulmonary Rehab. His last corporate job was Director of Enrollment and Adjunct Professor of Church Planting for Union University; and

WHEREAS, **Pastor Leon Jones, Jr.** is a Church Planter as well as the Senior Pastor and Founder of The Dwelling Place Church located in Memphis, TN and Mason, TN. He is also an Active member of The Southern Baptist Convention, Tennessee Baptist Convention, and The Mid-South Baptist Association which is also dually aligned with the National Baptist Convention. He is also currently a Missionary to the countries of Brazil and Jamaica, Memphis, TN, and Montana. He also sits on the Governors Social Capital Committee; and

WHEREAS, Pastor Leon Jones, Jr. received many awards and recognitions. Among his accomplishments and achievements, he was the first African American Police Chaplain of the Collierville Police Department, served as the youngest President of the NAACP chapter in Collierville, was awarded the Leadership Award from the Memphis Clergy Police Academy, the founder of "Lite at Nite", instituted "Dwell Well", has acquired 20+ partnerships to serve mankind, including but not limited to The Mid-South Foodbank where over 450,000 people have received food from the parking lot of The Dwelling Place Church. Lastly, he partnered with the international entity titled "Send Relief" to bring compassion to the city; and

WHEREAS, in recognition of his remarkable contributions to the City of Memphis, the Memphis City Council desires to honor **Pastor Leon Jones, Jr.** legacy with a lasting tribute that will continue to inspire future generations.

NOW THEREFORE, BE IT RESOLVED by the Memphis City Council that East Street between Stage Road and Fairhaven Lane be declared

Pastor Leon Jones, Jr. Street

in honor of his exceptional contributions to the Memphis community.

BE IT FURTHER RESOLVED that the City Engineer is requested to affix suitable signs designating this public road.

Adopted Tuesday, August 4, 2026

Sponsor: Rhonda Logan

WHEREAS, Corhonda "Hooda Brown" Dawson is an accomplished entrepreneur, licensed occupational therapist, world-record-holding explorer, and visionary leader whose life work is dedicated to helping individuals rediscover balance, healing, and joy through transformative experiences; and

WHEREAS, **Corhonda Dawson** made history as the first African American woman to scuba dive in every ocean in the world and earned a Guinness World Records title for the Fastest Person to SCUBA Dive All Seven Continents, demonstrating extraordinary courage, perseverance, and determination; and

WHEREAS, following a difficult period in her life, **Corhonda Dawson** chose to embrace personal growth by challenging herself to learn new skills, beginning with a simple introductory scuba diving class that ultimately transformed her life and inspired a global journey of exploration and self-discovery; and

WHEREAS, through her philosophy that "the darkness of disappointment can be heavy, but learning new things sparks small victories that light the way forward," **Corhonda Dawson** encourages others to embrace curiosity as a pathway to healing, resilience, and lifelong learning; and

WHEREAS, as the founder of Curated Lyfe, **Corhonda Dawson** has created a movement that inspires individuals to reconnect with themselves, each other, and the natural world through intentional travel, wellness experiences, environmental stewardship, and community engagement; and

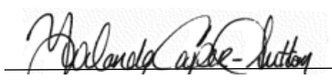
WHEREAS, through her motivational speaking, educational programs, and advocacy, **Corhonda Dawson** continues to inspire people across the globe to pursue purpose over fear, experiences over possessions, and personal growth over limitations, proving that confidence and healing begin the moment one chooses to keep moving forward; and

WHEREAS, **Corhonda Dawson's** remarkable accomplishments serve as an inspiration to women, entrepreneurs, healthcare professionals, adventurers, and future generations, demonstrating that resilience, courage, and curiosity can transform adversity into extraordinary achievement.

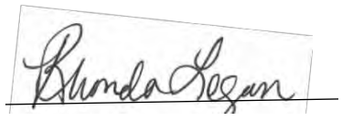
NOW, THEREFORE, BE IT RESOLVED, that the Memphis City Council hereby recognizes and honors **Corhonda "Hooda Brown" Dawson** for her groundbreaking accomplishments and for inspiring countless individuals to embrace a purposeful way of living.

BE IT FURTHER RESOLVED, that on this day, the Memphis City Council extends its sincere appreciation and congratulations to **Corhonda "Hooda Brown" Dawson** for her outstanding leadership and wishes her continued success as she empowers communities around the world.

Given by my hand and under the
great seal of the City of Memphis
this 4th day of August 2026.



Councilwoman Yolanda Cooper-Sutton
Memphis City Council



Councilwoman Rhonda Logan
Memphis City Council

CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning **COMMITTEE:** **06/21/2026**
DATE

PUBLIC SESSION: **08/4/2026**
DATE

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

ITEM DESCRIPTION: Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located at 3778 Old Waverly Cove, known as case number SUP 2025-036

CASE NUMBER: SUP 2025-036

LOCATION: 3778 Old Waverly Cove

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

OWNER/APPLICANT: Windyke Park Associates LP

REPRESENTATIVE: Louis Katzerman

REQUEST: To allow a 130-foot monopole (tree-style)

AREA: +/-3.8 acres

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**
Hearing – August 4, 2026

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

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

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

ADMINISTRATIVE APPROVAL:	***DATE***	***POSITION***
Chase Christian	7/13/26	PLANNER II
		DEPUTY ADMINISTRATOR
	7/13/26	ADMINISTRATOR
Brett Ray	7/13/26	DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN

Memphis City Council
Summary Sheet

SUP 2025-036

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 3778 OLD WAVERLY COVE, KNOWN AS CASE NUMBER SUP 2025-036.

- This item is a resolution with conditions for a special use permit to allow a 130-foot monopole (tree-style) 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 2025-036
LOCATION:	3778 Old Waverly Cove
COUNCIL DISTRICT(S):	District 2 and Super District 9 – Positions 1, 2, and 3
OWNER/APPLICANT:	Windyke Park Associates LP
REPRESENTATIVE:	Louis Katzerman
REQUEST:	To allow a 130-foot monopole (tree-style)
EXISTING ZONING:	Governed by PD 1996-322 CC Area B that allows uses permitted in the Residential Urban – 3 (RU-3) District
AREA:	+/-3.8 acres

The following spoke in support: None

The following spoke in opposition: None

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

The motion passed by a unanimous vote of 8-0 on the consent agenda.

Respectfully,

Chloe Christion

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

Cc: Committee Members
File

SUP 2025-036
CONDITIONS

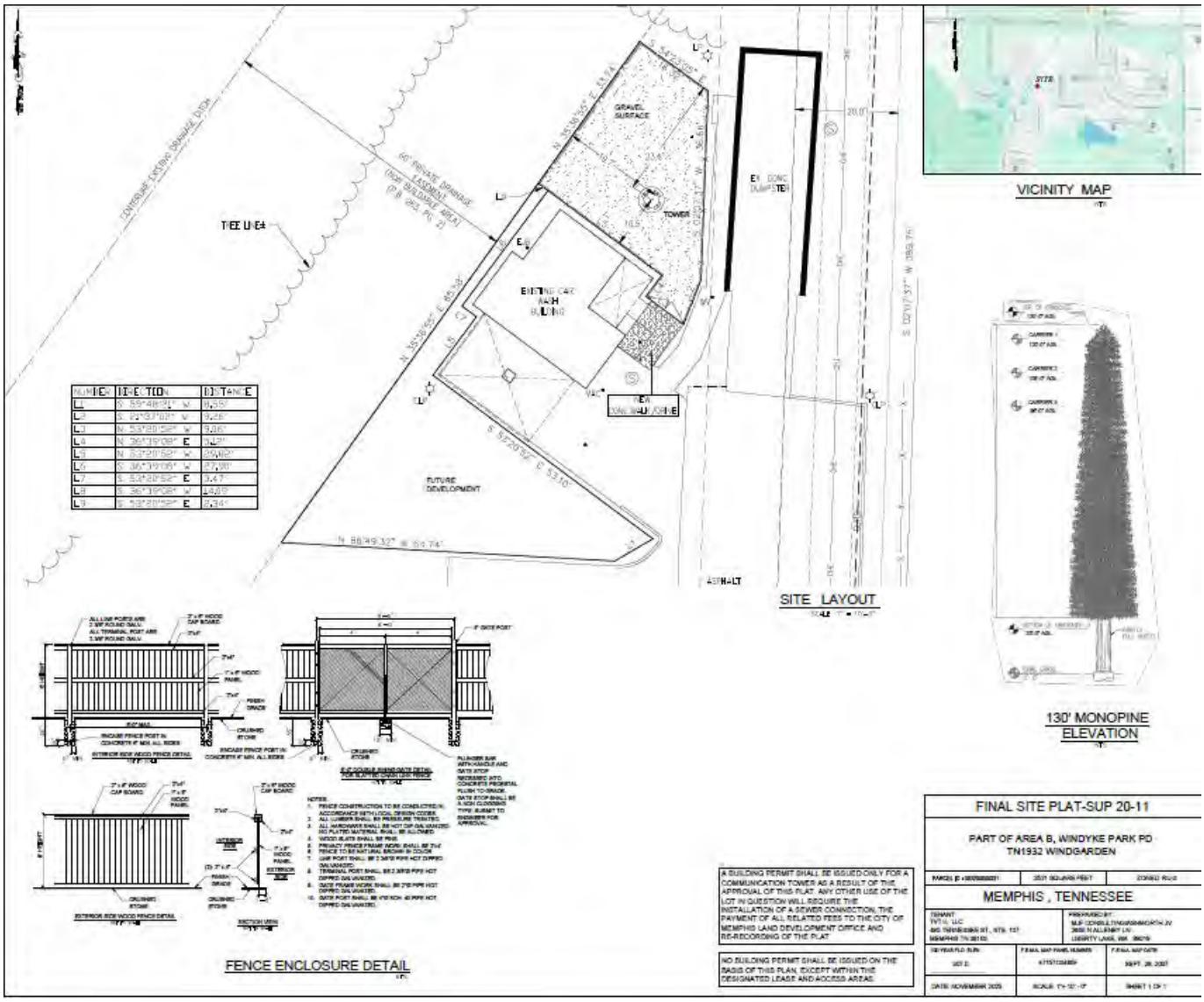
1. The maximum tower height shall be one-hundred thirty (130) feet.

2. A six-foot wooden site-proof fence shall be required along the base anchor of the tower with a six-foot chain link gate.

3. The tower and related equipment shall be removed within one-hundred eight (180) days of ceasing operations.

4. Existing on-site vegetation shall be preserved to the maximum extent practicable and shall screen the base of the tower from public view.

SITE PLAN


VICINITY MAP
SITE LAYOUT
130' MONOPINE
ELEVATION
FENCE ENCLOSURE DETAIL
FINAL SITE PLAT-SUP 20-11
PART OF AREA B, WINDYKE PARK PD
TN1932 WINDGARDEN
MEMPHIS , TENNESSEE
A BUILDING PERMIT SHALL BE ISSUED ONLY FOR A COMMUNICATION TOWER AS A RESULT OF THE APPROVAL OF THIS PLAT. ANY OTHER USE OF THE LOT IN QUESTION WILL REQUIRE THE INSTALLATION OF A SEWER CONNECTION, THE PAYMENT OF ALL RELATED FEES TO THE CITY OF MEMPHIS LAND DEVELOPMENT OFFICE AND RE-RECORDING OF THE PLAT
NO BUILDING PERMIT SHALL BE ISSUED ON THE BASIS OF THIS PLAN, EXCEPT WITHIN THE DESIGNATED LEASE AND ACCESS AREAS.

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 3778 OLD WAVERLY COVE, KNOWN AS CASE NUMBER SUP 2025-036

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, Windyke Park Associates LP filed an application with the Memphis and Shelby County Division of Planning and Development to allow a 130-foot monopole (tree-style); 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

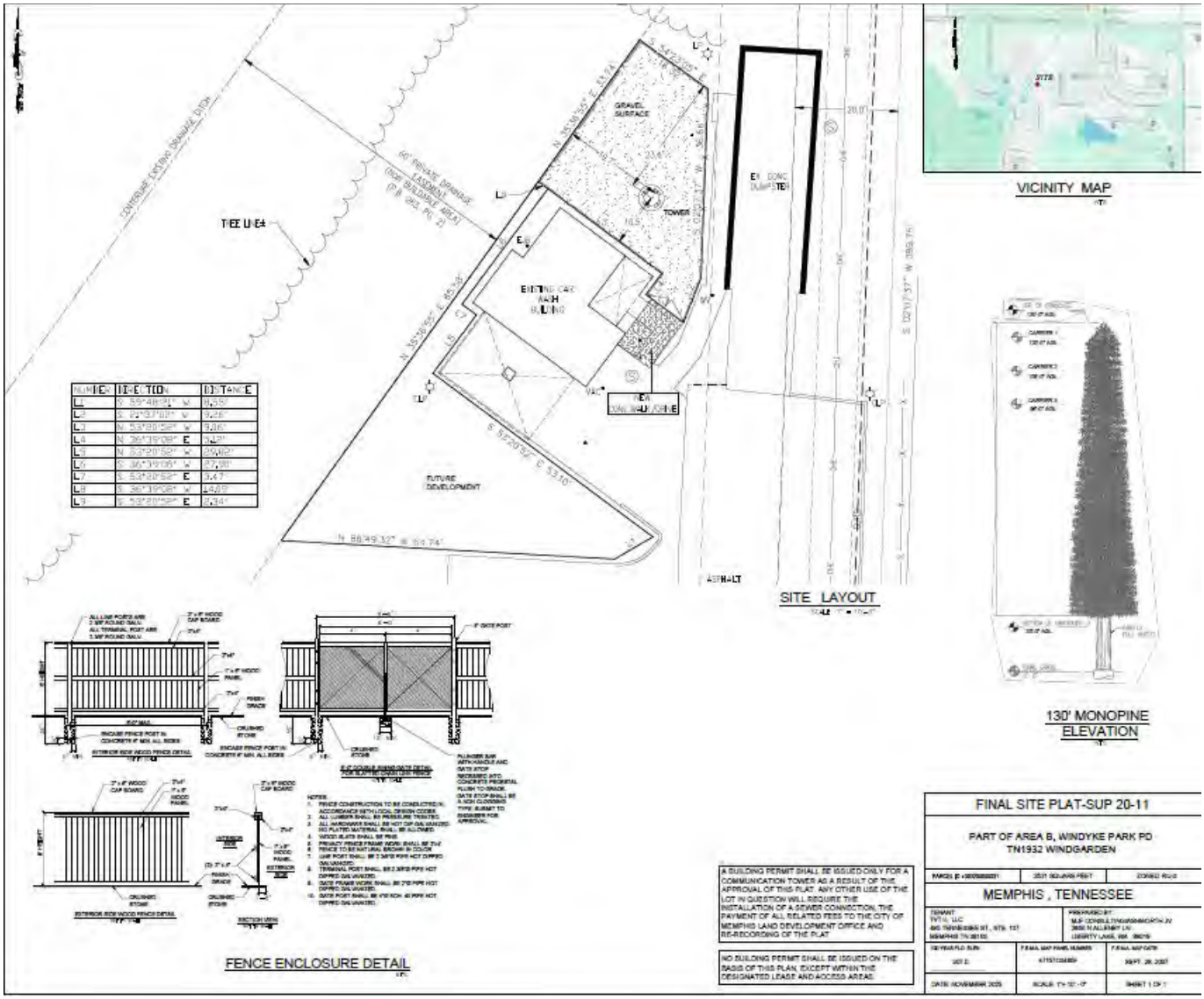
1. The maximum tower height shall be one-hundred thirty (130) feet.

2. A six-foot wooden site-proof fence shall be required along the base anchor of the tower with a six-foot chain link gate.

3. The tower and related equipment shall be removed within one-hundred eight (180) days of ceasing operations.

4. Existing on-site vegetation shall be preserved to the maximum extent practicable and shall screen the base of the tower from public view.

SITE PLAN



ATTEST:

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

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 6 **L.U.C.B. MEETING:** January 8, 2026

CASE NUMBER: SUP 2025-036

LOCATION: 3778 Old Waverly Cove

COMMISSION DISTRICT: District 12

OWNER/APPLICANT: Windyke Park Associates LP

REPRESENTATIVE: Louis Katzerman

REQUEST: Special use permit to allow a 130-foot monopole (tree style)

EXISTING ZONING: Governed by PD 1996-322 CC Area B that allows uses permitted in the Residential Urban – 3 (RU-3) District

CONCLUSIONS

1. The applicant seeks approval of a special use permit to install a tree-style CMCS tower in the northeastern corner of the Windyke Farms Planned development.

2. The proposed 130-foot monopole CMCS tower is in compliance with the requirements set forth in Paragraph 2.6.2I(1) of the Unified Development Code.

3. 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

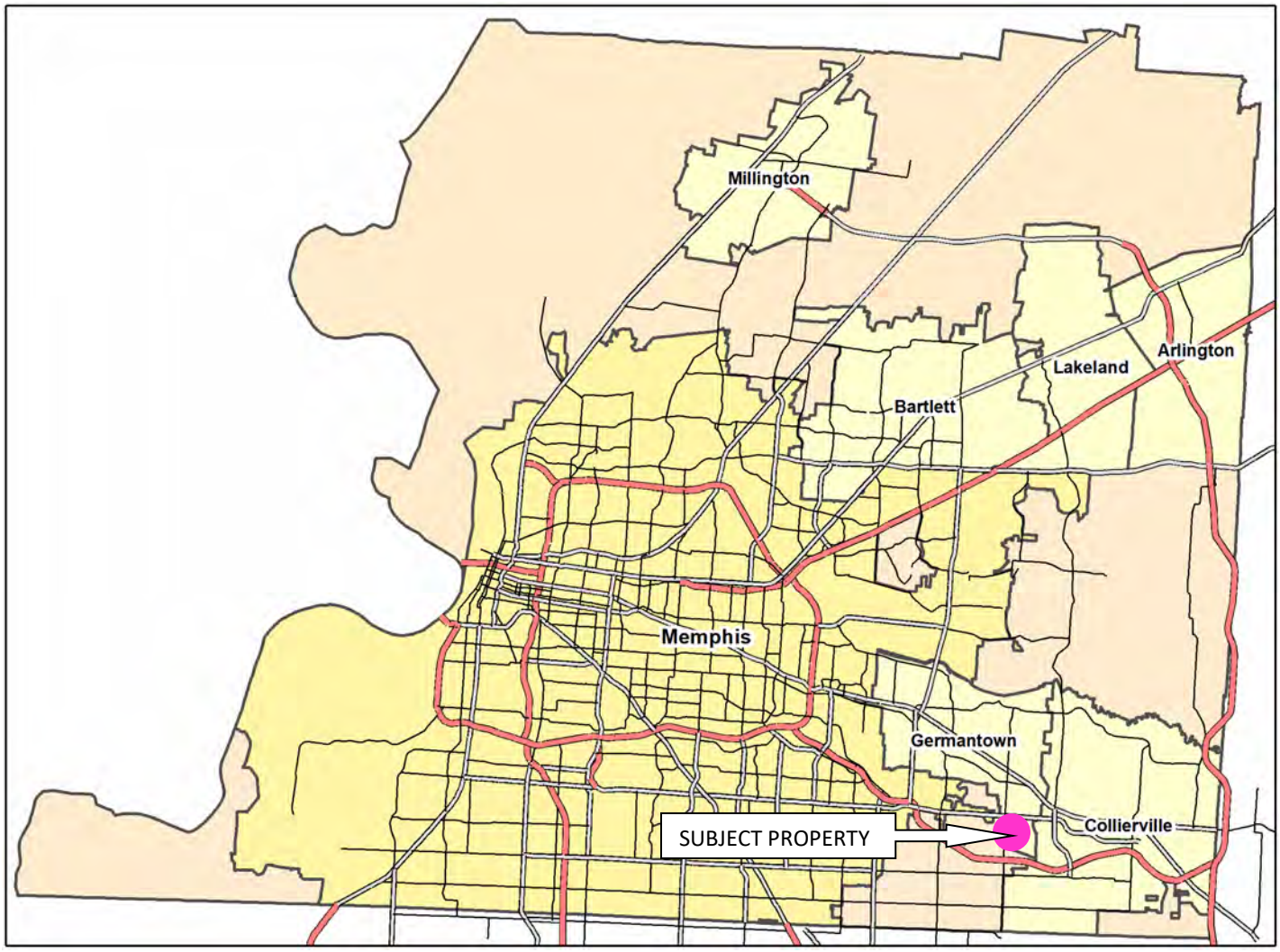
This proposal is not applicable to the Memphis 3.0 General Plan per the land use decision criteria.

RECOMMENDATION:

Approval with conditions

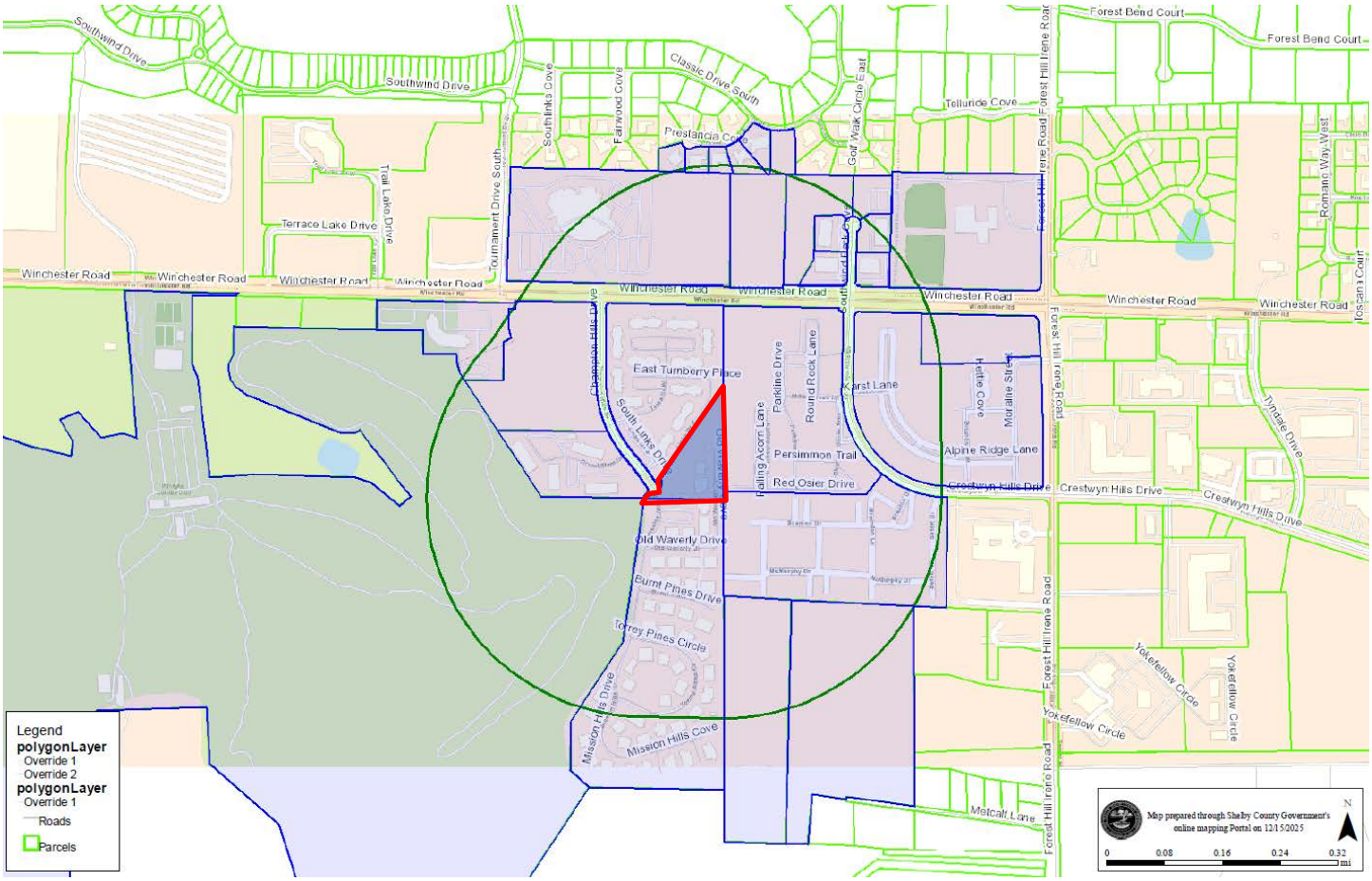
Staff Writer: ***Chloe Christion*** **E-mail:** ***chloe.christion@memphistn.gov***

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property outlined in red

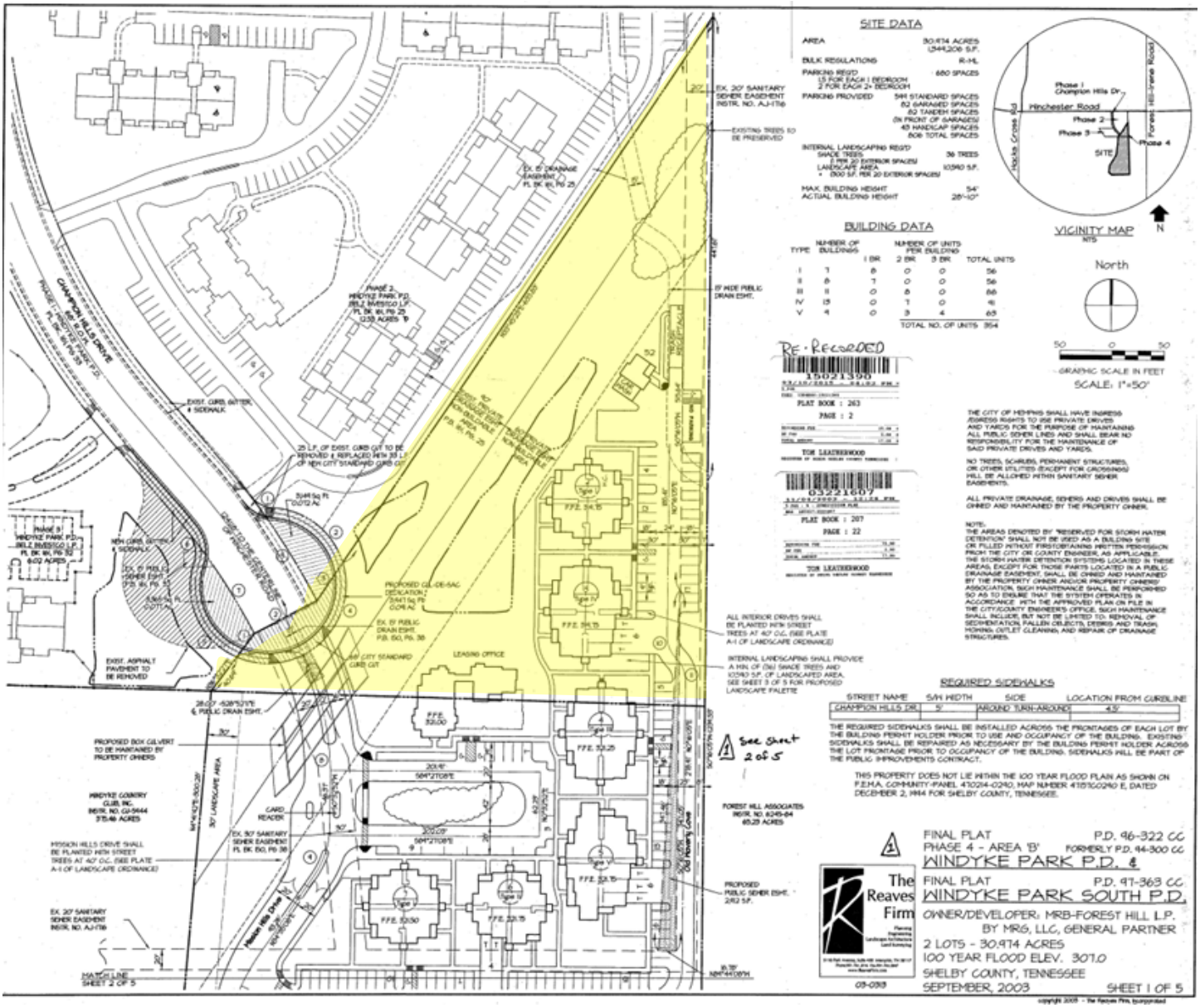
PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 26 notices were mailed on December 15, 2025, see page 25 of this report for a copy of said notice. Additionally, two signs were posted at the subject property, see page 26 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

The meeting was held at 5:00 PM on Monday, December 29, 2025, at 3778 Old Waverly Cove.

WINDYKE PARK PLANNED DEVELOPMENT (2015) (PLAT BOOK 263 PAGE 2)



Subject property highlighted in yellow

AERIAL



Subject property outlined in yellow, imagery from 2025.

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS



View of subject property from Old Waverly Cove facing north.

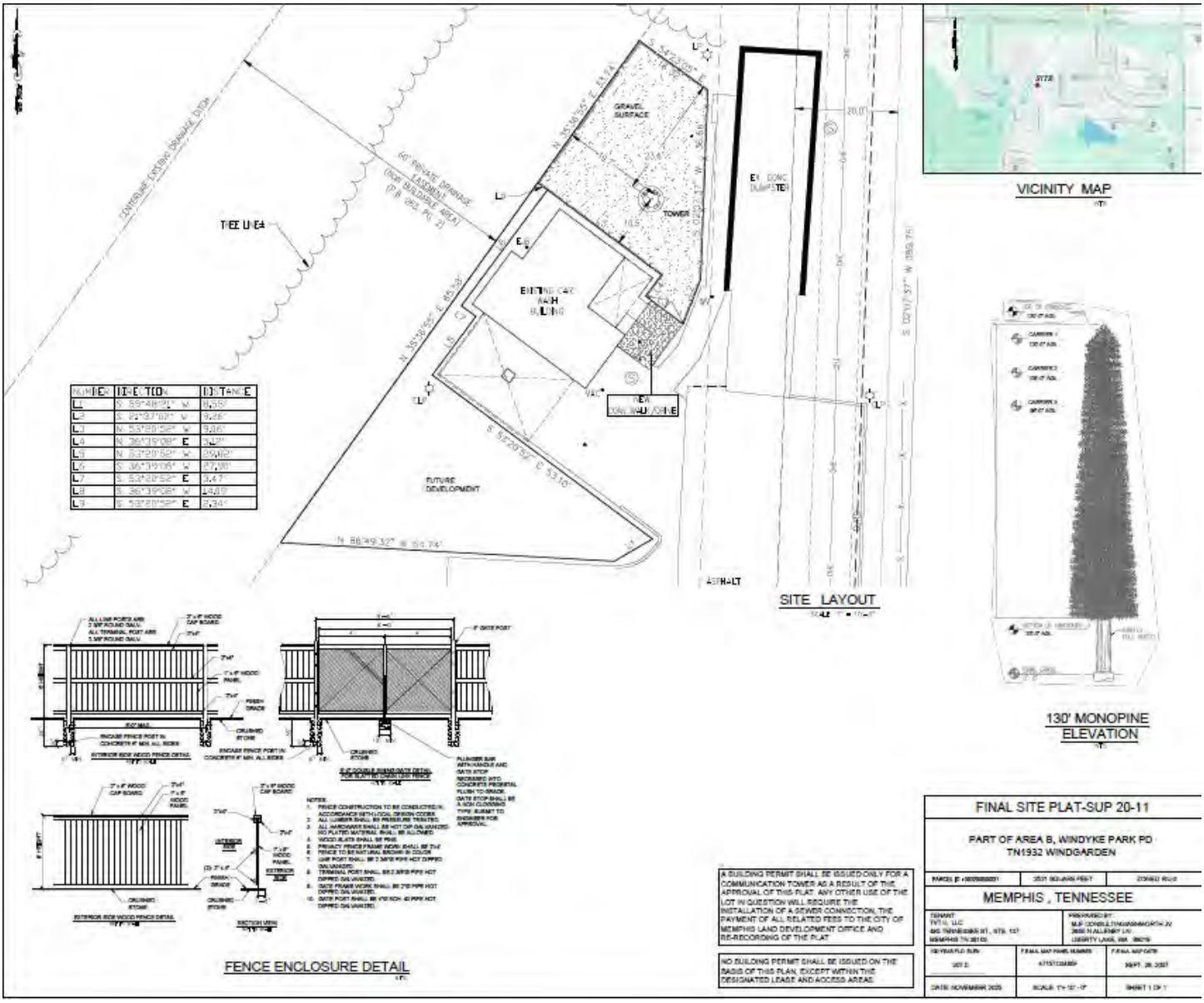


View of subject property from Old Waverly Cove facing south.

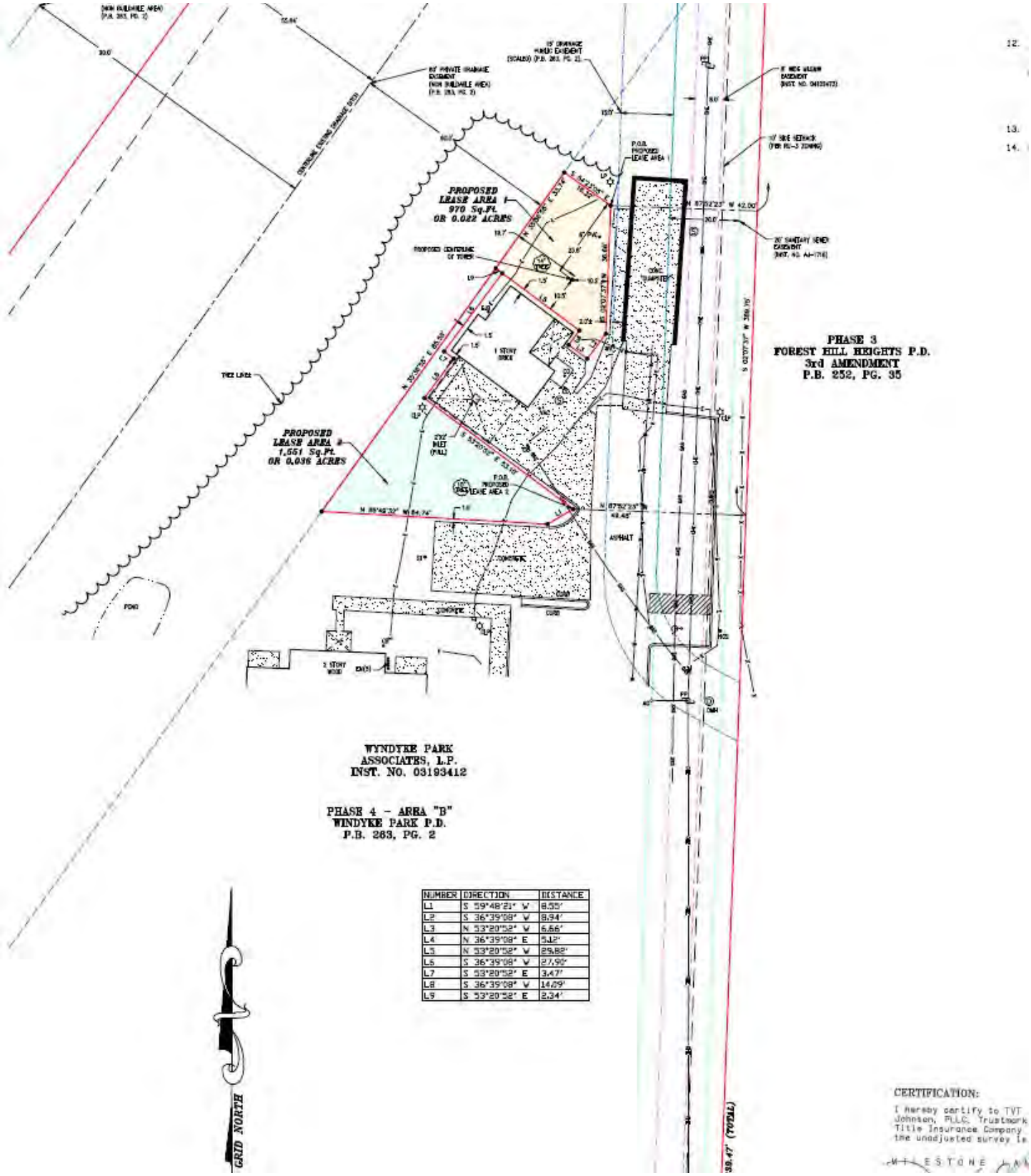


View of entrance to apartment complex from Mission Hills Drive facing southeast.

SITE PLAN


VICINITY MAP
SITE LAYOUT
130' MONOPINE ELEVATION
FENCE ENCLOSURE DETAIL
FINAL SITE PLAT-SUP 20-11
PART OF AREA B, WINDYKE PARK PD
TN1932 WINDGARDEN
MEMPHIS , TENNESSEE
A BUILDING PERMIT SHALL BE ISSUED ONLY FOR A COMMUNICATION TOWER AS A RESULT OF THIS APPROVAL OF THIS PLAT. ANY OTHER USE OF THE LOT IN QUESTION WILL REQUIRE THE INSTALLATION OF A SEWER CONNECTION, THE PAYMENT OF ALL RELATED FEES TO THE CITY OF MEMPHIS LAND DEVELOPMENT OFFICE AND RE-RECORDING OF THE PLAT
NO BUILDING PERMIT SHALL BE ISSUED ON THE BASIS OF THIS PLAN, EXCEPT WITHIN THE DESIGNATED LEASE AND ACCESS AREAS
GRAVEL SURFACE
TOWER
EX. DUMPSTER
EXISTING CAR WASH BUILDING
TREE LINE
FUTURE DEVELOPMENT
ASPHALT

SURVEY - MAGNIFIED



NUMBER	DIRECTION	DISTANCE
L1	S 59°48'21" W	8.55'
L2	S 36°39'08" W	8.94'
L3	N 53°20'52" W	6.86'
L4	N 36°39'08" E	5.12'
L5	N 53°20'52" W	29.82'
L6	S 36°39'08" W	27.99'
L7	S 53°20'52" E	3.47'
L8	S 36°39'08" W	14.09'
L9	S 53°20'52" E	2.34'

COVERAGE SUMMARY

verizon

Adam McElveen
Principal EngineerRadio Frequency
O 901 574 1900
5866 Jetway Drive
Arlington, TN 38002

11/14/2025

RE: Verizon Wireless Proposed WINDGARDEN TN macro site, Memphis, TN

To Whom It May Concern:

In my capacity as a Radio Frequency Engineer for Verizon Wireless (hereinafter "Verizon"), I am writing to you for and on behalf of Verizon in support of Verizon's application to build a new site at WINDGARDEN TN. My responsibilities for Verizon include, but are not limited to, the design and engineering of Verizon's wireless communications network in Western Tennessee and North Mississippi.

Primary Objective:

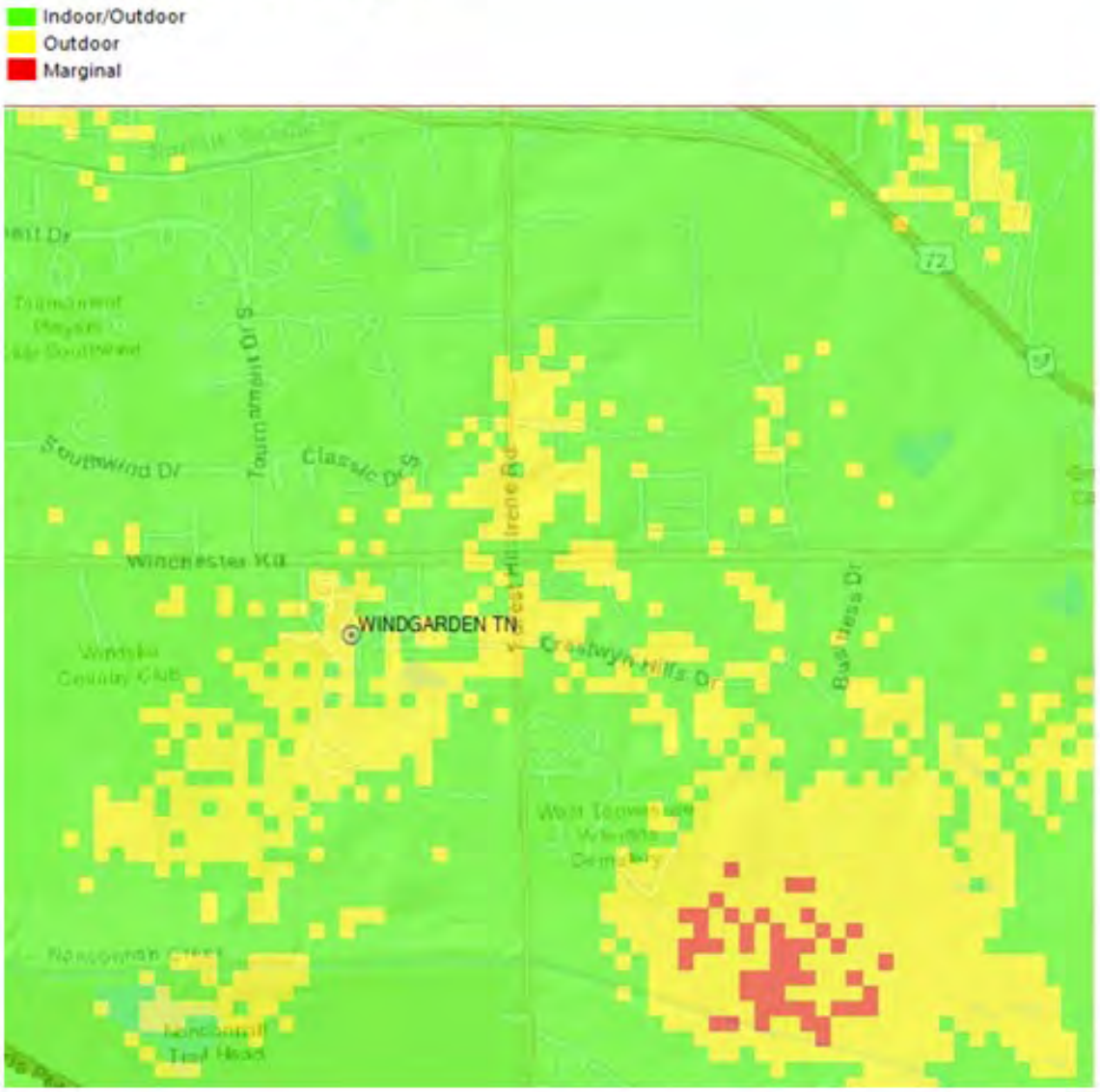
The WINDGARDEN TN site is required to meet our engineering standards for mobile devices in the vicinity of Forest Hill Irene Rd and Winchester Rd. The new site will improve coverage for customers in both residential areas and businesses near the intersection. Due to the PGA tour being held at Southwind, this site is also needed to help improve coverage to the east side of the course, as well as adding additional capacity in the area to meet the usage demands during the event. Existing sites are also calling for capacity solutions to free up resources to improve throughput and reduce call failures.

By building the WINDGARDEN TN site, Verizon will:

1.) Increase indoor service for our customers in the residential homes and businesses nearby.
2.) Improve throughput for existing customers by offloading the existing macros (See Connection Request heat map pg. 7).
3.) Improve 4G/5G network reliability and decrease dropped calls and connection issues (See Dropped Connections heat map pg. 8).
4.) Improve service levels in the vicinity of Forest Hill Irene Rd. and Winchester Rd. for mobility traffic.

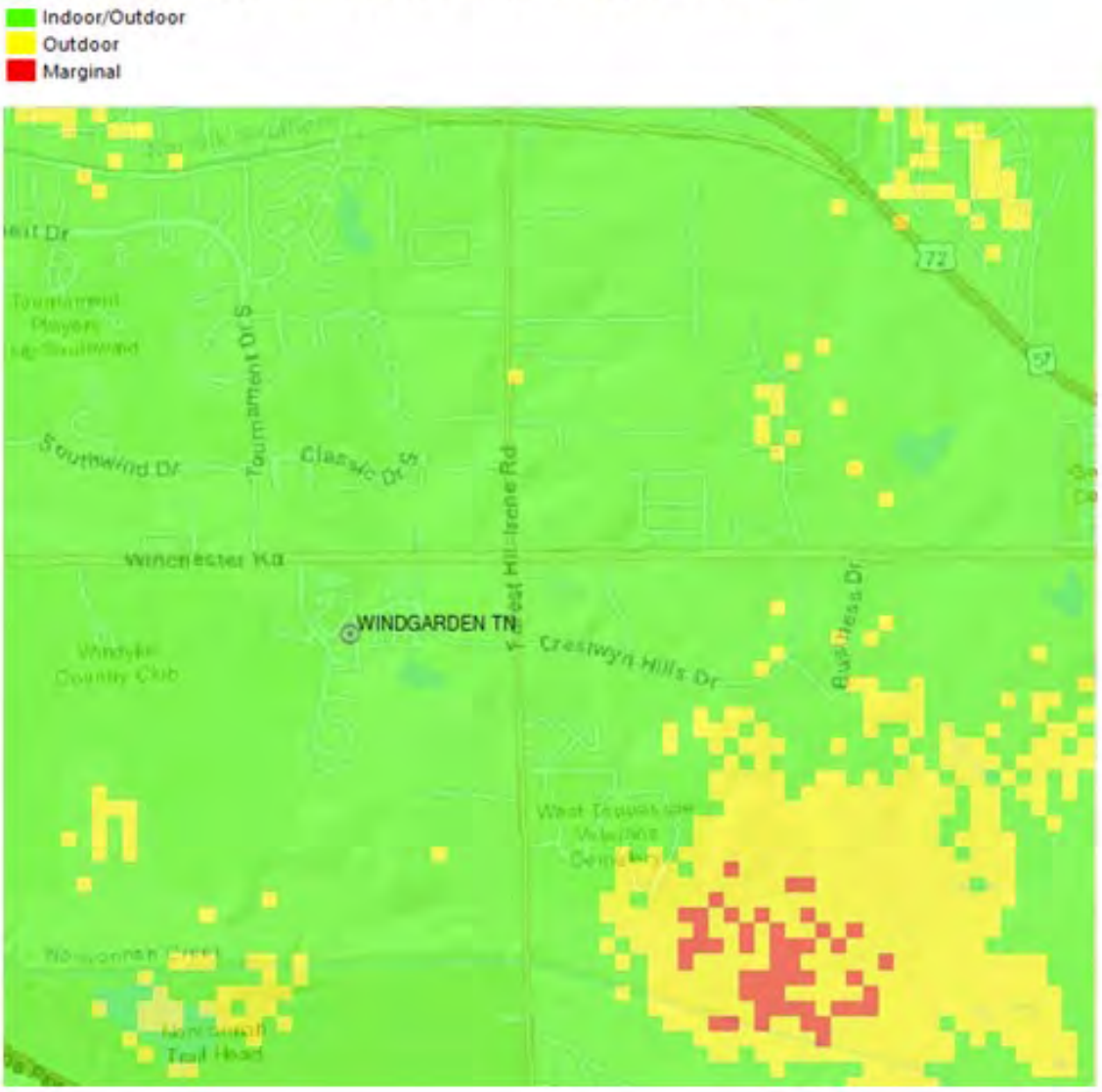
2

Existing Base Coverage:



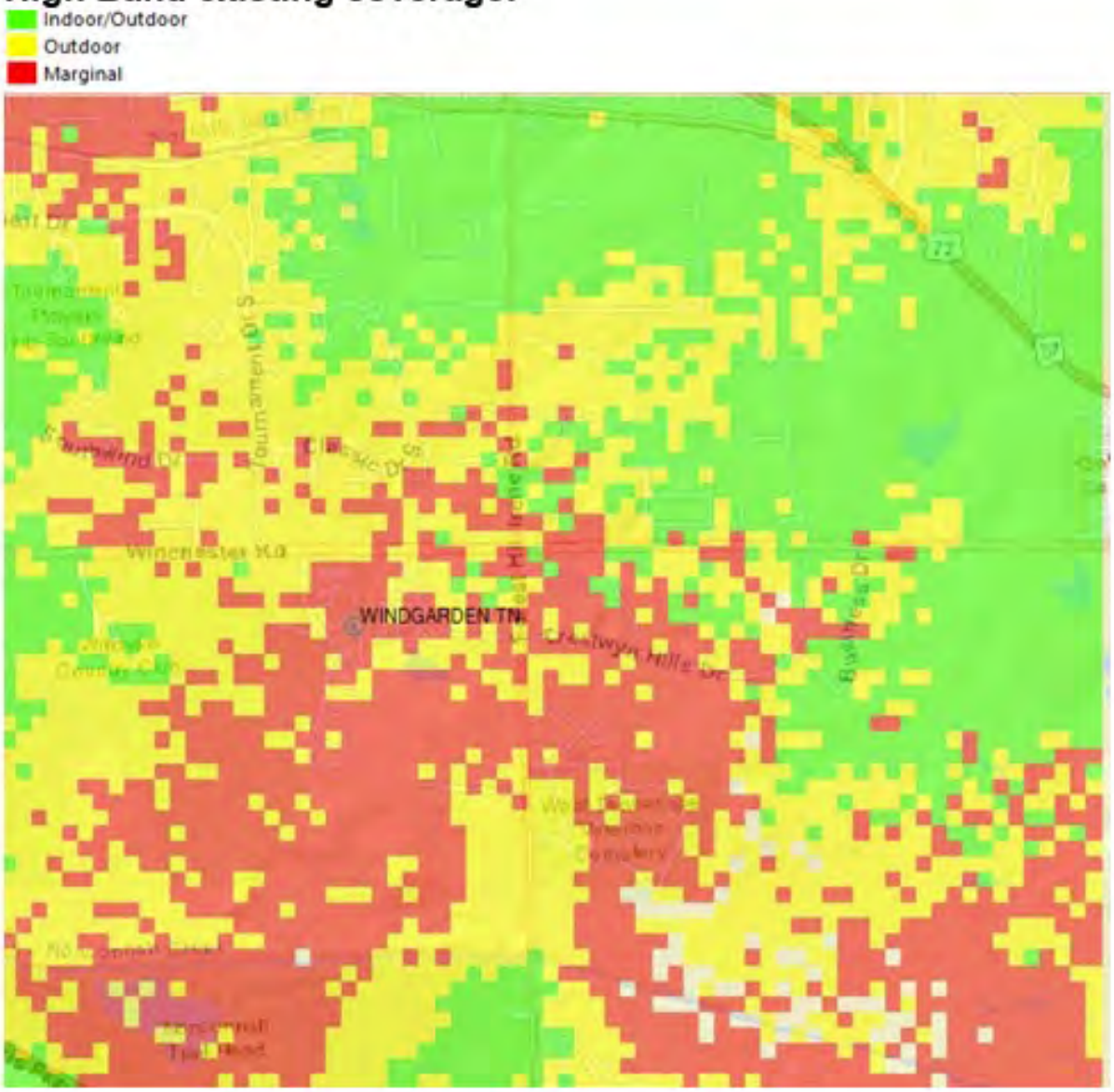
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Base Coverage with WINDGARDEN TN added:



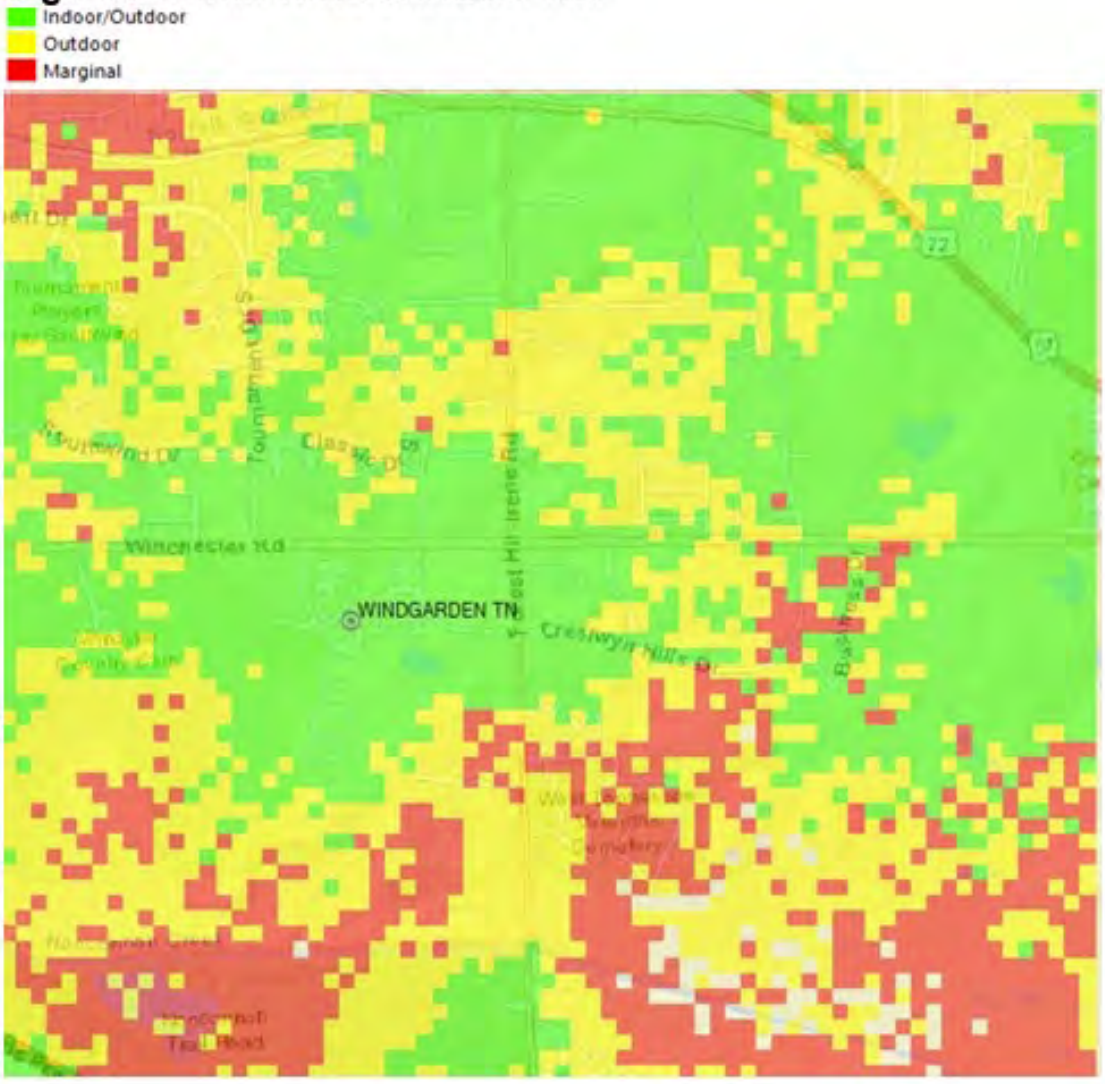
4

High Band existing coverage:



5

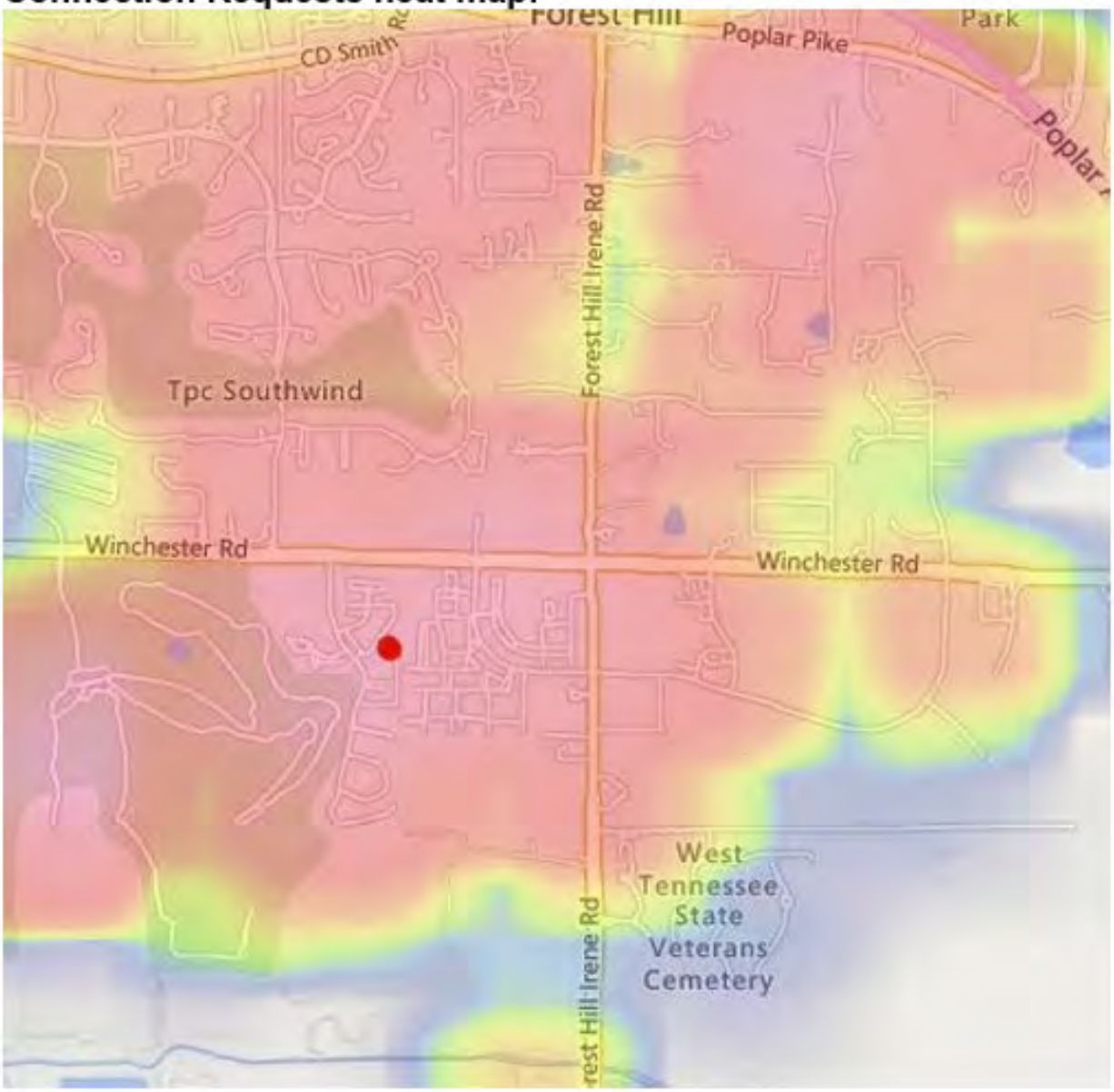
High band with WINDGARDEN TN:



6

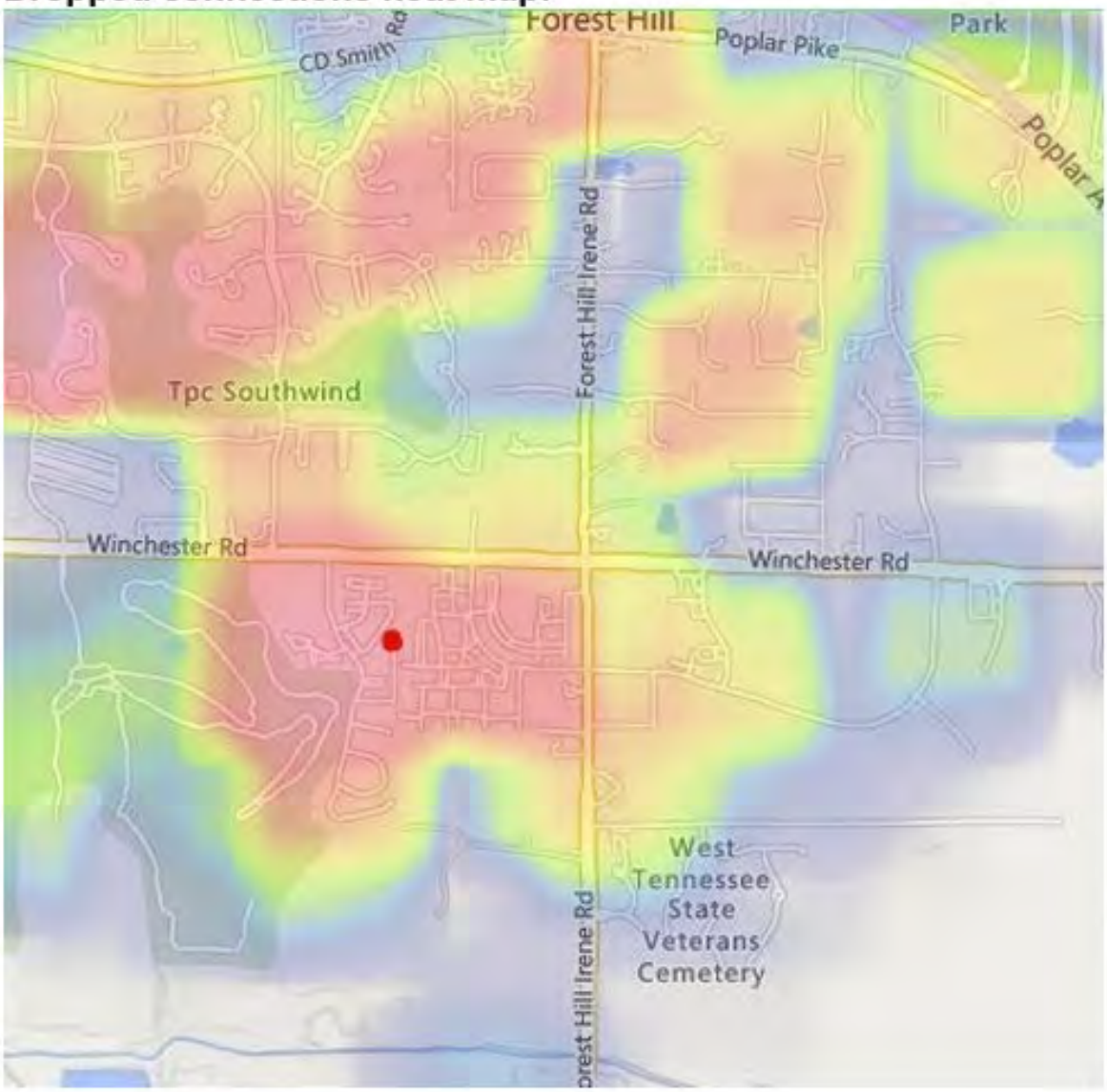
KPIs

Connection Requests heat map:



7

Dropped connections heat map:



Conclusion:

The need for a macro site in the vicinity of the intersection between Forest Hill Irene Rd. and Winchester Rd. is evident based on both the coverage and KPI maps. By building the new site, Verizon will be able to improve coverage for our existing customers. The new site will also free up capacity on the existing sites, thereby allowing for faster throughput and a decrease in failures due to capacity constraints, which has a negative impact on our existing customers.

Sincerely,

Adam McElveen

Adam McElveen
Principal Engineer Radio Frequency

9

CASE REVIEW

Request

The request is a special use permit to allow a 130-foot monopole (tree style).

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:
3778 Old Waverly Cove

Parcel ID:
081093 000203

Area:
+/-3.8 acres

Description:
The subject property is a part of the Windyke Park Road Planned Development (PD 96-322CC) in Area A that allows used permitted in the Residential Urban – 3 (RU-3) District. The property contains a detention pond, two apartment buildings, a leasing office and a car wash. The surrounding land uses are multifamily.

Relevant Unified Development Code Clauses

Item 2.6.2I(2)(a) Towers reviewed under the Special Use Permit Process

- A site plan drawn showing the property boundaries, tower, guy wire anchors (if any), existing structures, proposed transmission buildings and/or other accessory uses, access, parking, fences, a landscaping plan and existing abutting land uses around the site.
- The applicant shall obtain written approval from Memphis Light, Gas & Water; Electric Distribution Engineering Division for construction of any tower located within a distance equal to the tower height plus the height of antenna elements from any transmission lines.
- Written statements that the proposed tower will comply with regulations administered by the Federal Aviation Administration, Federal Communications Commission, and all applicable governmental bodies or that the tower is exempt from those regulations.
- A letter of intent committing the tower owner and his or her successors to allow shared use of the tower if capacity exists based on existing and planned use, and if a future applicant agrees in writing to pay any reasonable charge of shared use, the potential use is technically compatible and the future applicant is in good standing.

Item 2.6.2I(2)(c) Co-Location

1. Any proposed CMCS tower shall be structurally designed to accommodate at least three additional CMCS sectorized antennas, if at least 100 feet in height, at least five additional CMCS sectorized antennas if at least 150 feet in height, at least six additional CMCS sectorized antennas if at least 170 feet in height. Co-located CMCS antennas shall be placed on a structure in such a manner as to avoid interference with or impairment of operations of existing antennas or other uses.
2. Nothing in these rules and regulations shall obligate the owner of an existing CMCS tower to co-locate additional antennas on such tower or be constructed to interfere with or limit the rights of parties to set rent or establish other terms and conditions of the shared use of a CMCS tower or facility

Site Plan Review

- 150-foot tree-style CMCS tower
- 6-foot wooden fence with chain link gate to be installed around the base of the fence
- Two leasing areas. Proposed tower to be installed in area one (1), and future tenant to lease area two (2).
- Existing tree coverage to be maintained

Analysis

The proposed 130-foot monopole CMCS tower is in compliance with the requirements set forth in Paragraph 2.6.2I(1) of the Unified Development Code.

Note that as the subject property is a part of the Windyke Farms Planned Development, if this request is approved, the applicant shall file a final plat review (FPR) application in order to rerecord the plat subject to the approval of the Division of Planning and Development.

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. The maximum tower height shall be one-hundred thirty (130) feet.
2. A six-foot wooden site-proof fence shall be required along the base anchor of the tower with a six-foot chain link gate.
3. The tower and related equipment shall be removed within one-hundred eight (180) days of ceasing operations.
4. Existing on-site vegetation shall be preserved to the maximum extent practicable and shall screen the base of the tower from public view.

DEPARTMENTAL COMMENTS

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

County Engineer: No comments received.

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: No comments received.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Wednesday, December 31, 2025 at 8 AM.**

CASE NUMBER:	SUP 2025-036
ADDRESS:	3778 Old Waverly Cove
REQUEST:	Special use permit to allow a 130-foot monopole (tree style) cell tower
APPLICANT:	Louis Katzerman

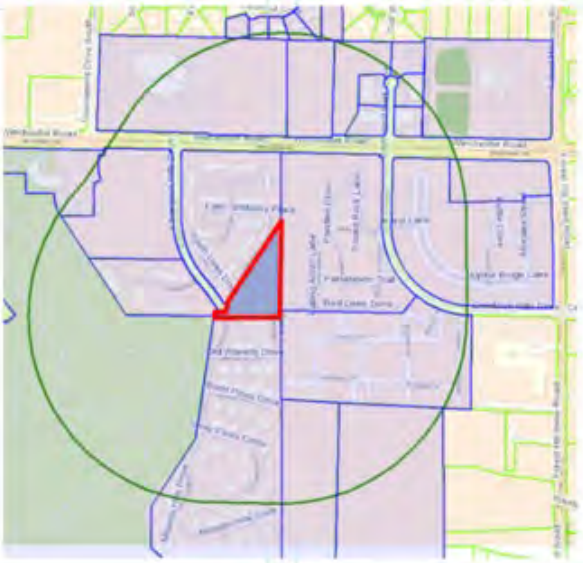
Meeting Details

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

Time: 9:00 AM

Date: Thursday, Jan. 8, 2026

VICINITY MAP



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

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

26 Notices Mailed 12/15/2025

SIGN AFFIDAVIT

AFFIDAVIT

TN-1937

Shelby County
State of Tennessee

I, Lou Katzeran *being duly sworn, depose and say that at* 8.30am *am/pm on the* 19th *day of* December, 2025, *I posted* (2) *Public Notice Sign(s) pertaining to Case No.* SUP 2025-036 *at* 3778 Waverly CV Memphis, TN 38125, *providing notice of a Public Hearing before the (check one):*

X *Land Use Control Board*
_____ *Board of Adjustment*
_____ *Memphis City Council*
_____ *Shelby County Board of Commissioners*

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

Owner, Applicant or Representative — *Date* 12/19/2025

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

Notary Public

My commission expires ADAM JEFFREY SLOVIS STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMMISSION EXPIRES 5-17-2026

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: November 17, 2025
Record Number: SUP 2025-036
Expiration Date:
Record Name: TN 1932 Windgarden Cell Tower
Description of Work: 130ft mono-pine(tree style) cell tower. Lease area, fence and related equipment
Parent Record Number:

Address:
3778 OLD WAVERLY CV, Memphis 38125

Owner Information

Primary	Owner Name
Y	WINDYKE PARK ASSOCIATES LP

Owner Address	Owner Phone
1010 JUNE RD, MEMPHIS, TN 38119	9016832220

Parcel Information
081093 00203

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Chip Saliba
Date of Meeting	10/14/2025
Pre-application Meeting Type	In Person

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

GENERAL PROJECT INFORMATION

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

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	Proposed Site is located on a 27 acre tract. Property is bounded by existing natural tree cover. Site carefully chosen to minimize the impact to the neighborhood. The tower will serve the public heath and well being by providing reliable coverage to this area.
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	Proposed site is located on large apartment complex. Tower will serve growing and busy area.
UDC Sub-Section 9.6.9C	With over 400,000 daily 911 calls coming form wireless users in America, the proposed site with function as public safety asset
UDC Sub-Section 9.6.9D	Proposed site is located in a large, apartment complex with plenty of cover from busy Winchester RD. Landscaped and ,wooded lot with mature trees. Tower will serve growing and busy area
UDC Sub-Section 9.6.9E	Yes, site will kindly comply with all local, state and Federal Cell Tower Requirements and regulations. As noted above, site will comply with UDC Section 2.6.2.1.2.
UDC Sub-Section 9.6.9F	No, does not appear to fall under plans A-AA listed in the UPC Chapter on CMCS Tower regulations.

GIS INFORMATION

Case Layer	PD96-322CC
Central Business Improvement District	No
Class	C
Downtown Fire District	No
Historic District	-
Land Use	MULTI-FAMILY
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	RU-2
State Route	-
Lot	-
Subdivision	PT WINDYKE PARK PD PHASE 4 AREA B
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
LOUIS BERNARD KATZERMAN

Contact Type
APPLICANT

Address

Phone
(901)239-3892

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1690967	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	11/17/2025
1690967	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	11/17/2025

Total Fee Invoiced: $513.00 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$513.00	Credit Card

OWNER AFFIDAVIT

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

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

I, Micheal Greenberg, Chief Manager
WINDYKE PARK ASSOCIATES LP
(Print Name) (Sign Name), state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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

of the property located at: **3800 CHAMPION HILLS DR**
and further identified by Assessor's Parcel Number : **D0242 00472**,
for which an application is being made to the Division of Planning and Development.

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

Michelle McCracken
Signature of Notary Public

MICHELLE MCCRACKEN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 06-01-2029

8-1-2029
My Commission Expires

LETTER OF INTENT

TVT III, LLC - Tower Ventures
Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

November 17, 2025

Memphis and Shelby County Dept. of Planning and Development
Memphis City Hall
C/O Mr. Brett Ragsdale, Administrator
Suite: 468
125 North Mid-American Mall
Memphis, TN 38103-2084

RE: Site Name: TN 1932; Wingarden: **Letter of Intent** for a One Hundred Thirty Foot (130'to top of branches) Mono-pine, "Tree Style" Communications ("CMCS") Tower at 3778 Old Waverly RD, Memphis, TN 38125 (Parcel ID # D0242 00472)

Dear Mr. Ragsdale:

TVT III, LLC (Tower Ventures), 495 Tennessee Street, Suite: 152 Memphis, TN 38103 proposes to construct a one hundred thirty-foot (130') CMCS Mono-pine, "Tree Style" tower at 3778 Old Waverly RD (Parcel ID #D0242 00472) Memphis, TN 38125. The tower will be a Mono-pine design. It will be built to support cellular communications and wireless data services. The tower will be designed to support the three active cellular carriers in Memphis. Meaning the tower will be able to collocate, Verizon, ATT and T-Mobile. The tower will be equipped with a climbing apparatus.

Site equipment will be placed in two separate lease areas. One for our anchor tenant, Verizon Wireless and the tower itself, along with a second lease area to accommodate both ATT & T-Mobile in their future use. A 6' (six foot) wooden fence will be constructed around the lease area to conceal the ground equipment. The Compound Gates will be chain-link, with privacy slats. The site will be concealed from view due to the tower being placed in the NE corner of an existing apartment complex, the site base will be shielded from Winchester RD views. We plan to preserve as much existing vegetation as possible in lieu of a landscape screen.

There is a need for improved cellular coverage in this area of Memphis. Our client, Verizon Wireless, has provided detailed before and after coverage maps that clearly demonstrate this need. The CMCS equipment planned for the proposed tower cannot be accommodated on any existing structures because there are no appropriate existing structures or pending structures to accommodate the planned equipment, considering, among other factors, the licensees' system requirements. The nearest existing tower is .642 miles SW from the proposed site. Therefore, the proposed tower is needed so that the licensees can provide better cellular coverage and can improve their E911 emergency services network. The citizens of Memphis and Shelby benefit each time a licensee expands its network coverage because each site enhances the licensee's ability to provide emergency response services.

TVT III, LLC - Tower Ventures, appreciates the Memphis and Shelby County Dept. of Planning and Development's consideration of this SUP application. Please contact me on (901) 244-4017 if you have any questions concerning this application. Many thanks.

Sincerely,

Lou Katzerman
Sr. Site Acquisition and Zoning Manager
TVT II, LLC - Tower Ventures
Office: 901-244-4017
lou@towerventures.com

APPLICANT'S PROPOSED CONDITIONS

TVT III, LLC - Tower Ventures
Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

November 17th, 2025

Memphis and Shelby County Dept. of Planning and Development
Memphis City Hall
C/O Mr. Brett Ragsdale, Administrator
Suite # 477
125 North Mid-American Mall
Memphis, TN 38103-2084

RE: Site Name: TN 1932; Windgarden **Letter of Proposed Conditions** for a One Hundred Thirty Foot (130' to top of branches) Mono-pine (Tree Style) Communications ("CMCS") Tower at 3778 Old Waverly RD, Memphis, TN 381257 (Parcel ID # D0242 00472) SUP Application.

3778 Old Waverly RD - Proposed Tower Conditions:

1) One Hundred Thirty -foot (130') "Monopole" CMCS Designed for **Three (3)** set of Full Antenna Arrays – meaning a total tower will be built to accommodate a total of three wireless carriers.

2) Six-foot (6') wooden site-proof fence.

3) Six -foot (6') Chain-link gates that are always locked and secured.

4) The proposed Tower Lease Area has two lease areas. One anchor tenant; one for the future tenants.

5) The tower will be placed in lease area one, along with Verizon's ground equipment.

6) The site parcel contains natural cover on two of the four sides of the proposed compound.

7) The proposed site is in the NE corner of an existing apartment complex. Tower base will be shielded from street views.

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: November 17, 2025

Record Number: SUP 2025-036

Expiration Date:

Record Name: TN 1932 Windgarden Cell Tower

Description of Work: 130ft mono-pine(tree style) cell tower. Lease area, fence and related equipment

Parent Record Number:

Address:

3778 OLD WAVERLY CV, Memphis 38125

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Primary	Owner Name
Y	WINDYKE PARK ASSOCIATES LP

Owner Address	Owner Phone
1010 JUNE RD, MEMPHIS, TN 38119	9016832220

Parcel Information

081093 00203

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Chip Saliba
Date of Meeting	10/14/2025
Pre-application Meeting Type	In Person

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

GENERAL PROJECT INFORMATION

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

APPROVAL CRITERIA

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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	Proposed site is located on large apartment complex. Tower will serve growing and busy area.
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UDC Sub-Section 9.6.9F	No, does not appear to fall under plans A-AA listed in the UPC Chapter on CMCS Tower regulations.

GIS INFORMATION

Case Layer	PD96-322CC
Central Business Improvement District	No
Class	C
Downtown Fire District	No
Historic District	-
Land Use	MULTI-FAMILY
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	RU-2
State Route	-
Lot	-
Subdivision	PT WINDYKE PARK PD PHASE 4 AREA B
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Contact Information

Name
LOUIS BERNARD KATZERMAN

Contact Type
APPLICANT

Address

Phone
(901)239-3892

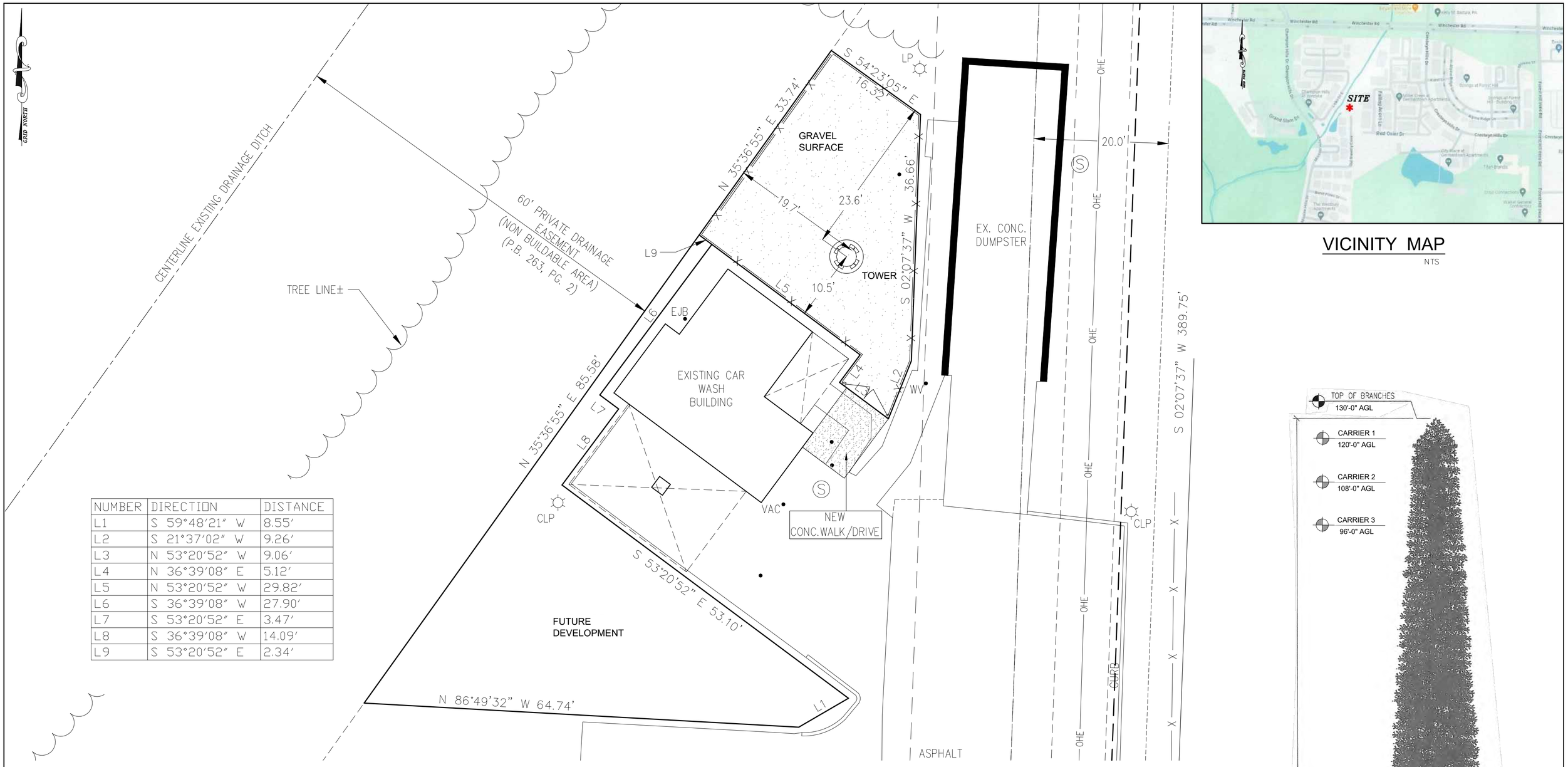
Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1690967	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	11/17/2025
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Total Fee Invoiced: $513.00 Total Balance: $0.00

Payment Information

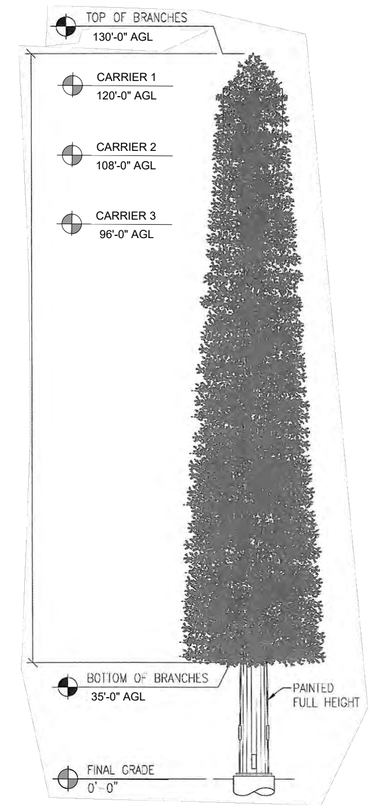
Payment Amount	Method of Payment
$513.00	Credit Card



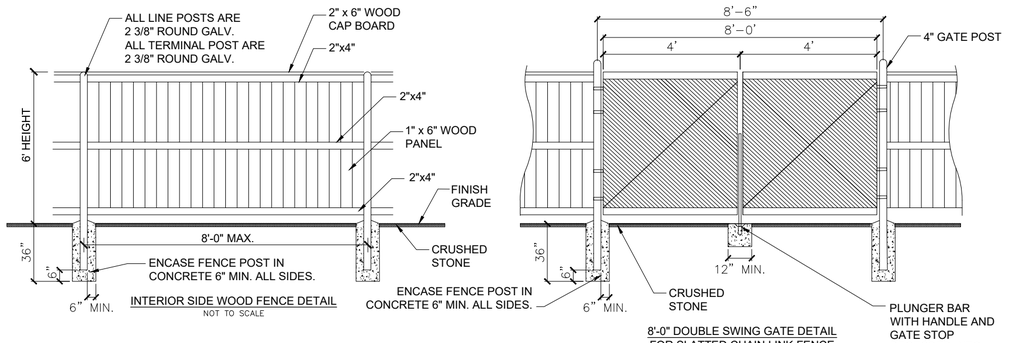
NUMBER	DIRECTION	DISTANCE
L1	S 59°48'21" W	8.55'
L2	S 21°37'02" W	9.26'
L3	N 53°20'52" W	9.06'
L4	N 36°39'08" E	5.12'
L5	N 53°20'52" W	29.82'
L6	S 36°39'08" W	27.90'
L7	S 53°20'52" E	3.47'
L8	S 36°39'08" W	14.09'
L9	S 53°20'52" E	2.34'

VICINITY MAP
NTS

SITE LAYOUT
SCALE: 1" = 10'-0"

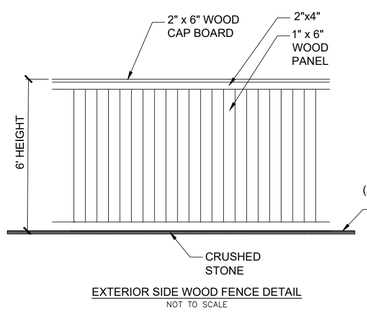


130' MONOPINE ELEVATION
NTS

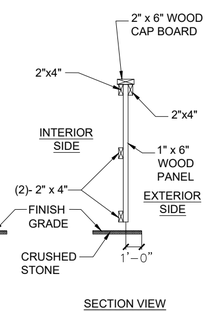


INTERIOR SIDE WOOD FENCE DETAIL
NOT TO SCALE

8'-0" DOUBLE SWING GATE DETAIL
FOR SLATTED CHAIN LINK FENCE
NOT TO SCALE



EXTERIOR SIDE WOOD FENCE DETAIL
NOT TO SCALE



SECTION VIEW
NOT TO SCALE

NOTES:
1. FENCE CONSTRUCTION TO BE CONDUCTED IN ACCORDANCE WITH LOCAL DESIGN CODES.
2. ALL LUMBER SHALL BE PRESSURE TREATED.
3. ALL HARDWARE SHALL BE HOT DIP GALVANIZED. NO PLATED MATERIAL SHALL BE ALLOWED.
4. WOOD SLATS SHALL BE PINE.
5. PRIVACY FENCE FRAME WORK SHALL BE 2'x4'.
6. FENCE TO BE NATURAL BROWN IN COLOR.
7. LINE POST SHALL BE 2 3/8"Ø PIPE HOT DIPPED GALVANIZED.
8. TERMINAL POST SHALL BE 2 3/8"Ø PIPE HOT DIPPED GALVANIZED.
9. GATE FRAME WORK SHALL BE 2"Ø PIPE HOT DIPPED GALVANIZED.
10. GATE POST SHALL BE 4"Ø SCH. 40 PIPE HOT DIPPED GALVANIZED.

FENCE ENCLOSURE DETAIL
NTS

A BUILDING PERMIT SHALL BE ISSUED ONLY FOR A COMMUNICATION TOWER AS A RESULT OF THE APPROVAL OF THIS PLAT. ANY OTHER USE OF THE LOT IN QUESTION WILL REQUIRE THE INSTALLATION OF A SEWER CONNECTION, THE PAYMENT OF ALL RELATED FEES TO THE CITY OF MEMPHIS LAND DEVELOPMENT OFFICE AND RE-RECORDING OF THE PLAT

NO BUILDING PERMIT SHALL BE ISSUED ON THE BASIS OF THIS PLAN, EXCEPT WITHIN THE DESIGNATED LEASE AND ACCESS AREAS.

FINAL SITE PLAT-SUP 20-11

PART OF AREA B, WINDYKE PARK PD
TN1932 WINDGARDEN

PARCEL ID - 093200000221	2521 SQUARE FEET	ZONED: RU-3

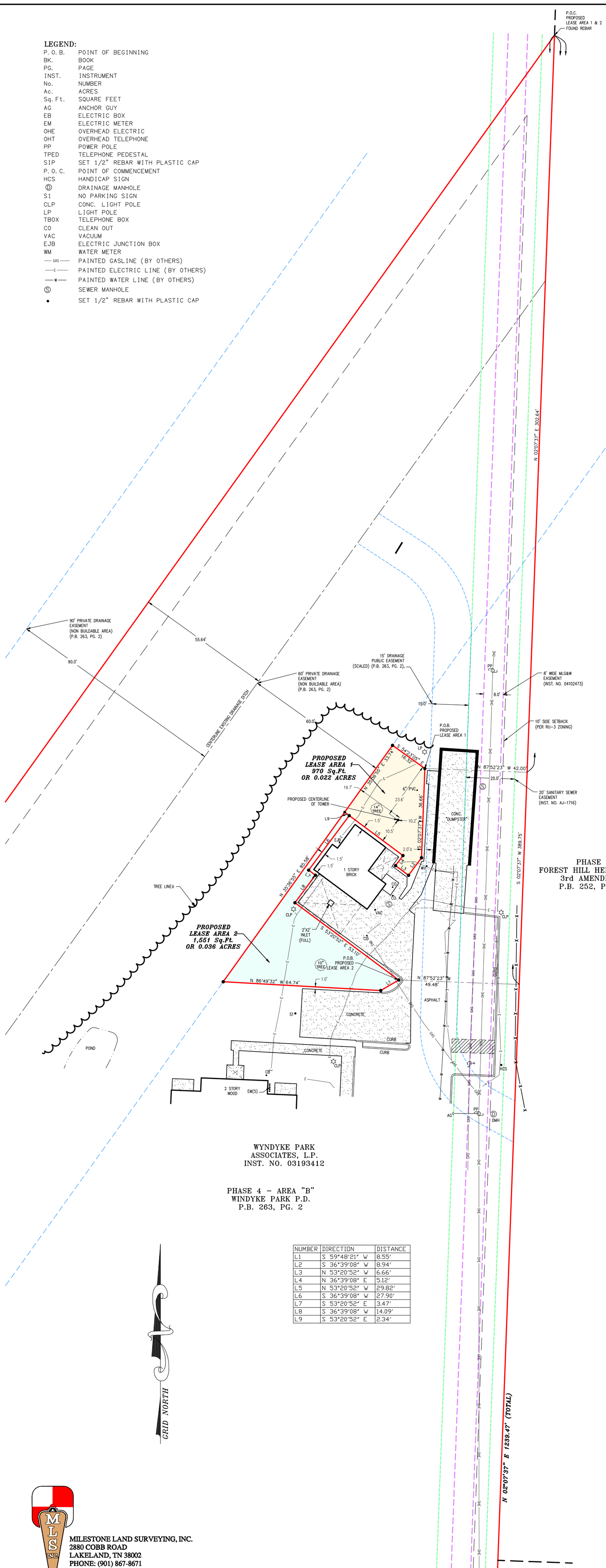
MEMPHIS , TENNESSEE

TENANT:	PREPARED BY:
TVT II, LLC 495 TENNESSEE ST., STE. 107 MEMPHIS TN 38103	MJF CONSULTING/ASHWORTH JV 2655 N ALLENBY LN LIBERTY LAKE, WA 99019

100 YEAR FLD. ELEV.	F.E.M.A. MAP PANEL NUMBER	F.E.M.A. MAP DATE:
307.0	47157C0465F	SEPT. 28, 2007
DATE: NOVEMBER 2025	SCALE: 1"= 10' - 0"	SHEET 1 OF 1

LEGEND:

P. O. B.	POINT OF BEGINNING
BK.	BOOK
PG.	PAGE
INST.	INSTRUMENT
No.	NUMBER
Ac.	ACRES
Sq. Ft.	SQUARE FEET
AG	ANCHOR GUY
EB	ELECTRIC BOX
EM	ELECTRIC METER
OHE	OVERHEAD ELECTRIC
OHT	OVERHEAD TELEPHONE
PP	POWER POLE
TPED	TELEPHONE PEDESTAL
SIP	SET 1/2" REBAR WITH PLASTIC CAP
P. O. C.	POINT OF COMMENCEMENT
HCS	HANDICAP SIGN
Ⓓ	DRAINAGE MANHOLE
S1	NO PARKING SIGN
CLP	CONC. LIGHT POLE
LP	LIGHT POLE
TBOX	TELEPHONE BOX
CO	CLEAN OUT
VAC	VACUUM
EJB	ELECTRIC JUNCTION BOX
WM	WATER METER
—GAS—	PAINTED GASLINE (BY OTHERS)
—E—	PAINTED ELECTRIC LINE (BY OTHERS)
—W—	PAINTED WATER LINE (BY OTHERS)
Ⓢ	SEWER MANHOLE
•	SET 1/2" REBAR WITH PLASTIC CAP



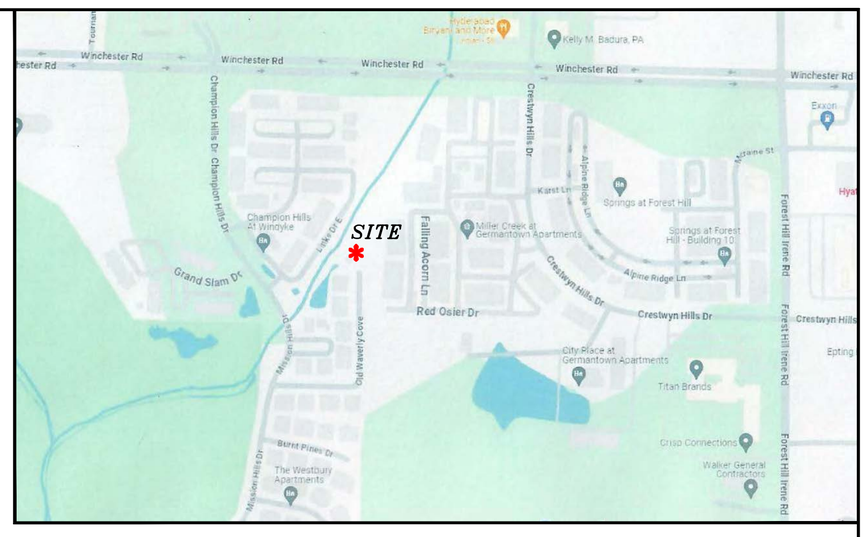
PHASE 3
FOREST HILL HEIGHTS P.D.
3rd AMENDMENT
P.B. 252, PG. 35

WYNDYKE PARK
ASSOCIATES, L.P.
INST. NO. 03193412

PHASE 4 - AREA "B"
WINDYKE PARK P.D.
P.B. 263, PG. 2

NUMBER	DIRECTION	DISTANCE
L1	S 59°48'21" W	8.55'
L2	S 36°39'08" W	8.94'
L3	N 53°20'52" W	6.66'
L4	N 36°39'08" E	5.12'
L5	N 53°20'52" W	29.82'
L6	S 36°39'08" W	27.90'
L7	S 53°20'52" E	3.47'
L8	S 36°39'08" W	14.09'
L9	S 53°20'52" E	2.34'

GRID NORTH



VICINITY MAP

NOT TO SCALE

NOTES:

1. Survey prepared for TVT II, LLC.
2. Bearings are relative only.
3. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property.
4. All deed book references shown hereon are recorded in the Register's Office of Shelby County, Tennessee.
5. The centerline of the proposed tower does not appear to be located in a Special Flood Hazard Area per Flood Insurance Rate Map, Map No. 47157C0470F, Effective Date: September 28, 2007.
6. Structures visible on the date of this survey are shown hereon.
7. All visible utility structures located on this property of which we have knowledge are shown hereon.
8. There may be non-visible underground utilities crossing or serving this property of which we have no knowledge.
9. There may be underground or non-visible utilities, drain and/or sewer lines across this property that are not shown. The proper utility authorities should be contacted for more specific locations and information on underground utilities.
10. Subsurface and environmental conditions were not examined or considered as a part of this survey.
11. Governmental jurisdictional areas, if any, which might impact on the use of the premises were not located. No liabilty is assumed by the undersigned for any loss resulting from the exercise of any governmental jurisdiction affecting the use of the premises.
12. If this survey plat is also provided in electronic form, the electronic copy must be compared to the original hard copy issued at the survey date with its original seal to insure the accuracy of the information and to further insure that no changes, alterations or modifications have been made. No reliance should be made on a document transmitted by computer or other electronic means unless first compared to the original sealed document issued at the time of the survey.
13. Survey is valid only if print has original seal of surveyor.
14. Reference is hereby made to Phase 4, Area "B", Windyke Park P.D. recorded in Plat Book 263, Page 2 for conditions, restrictions, etc. that affect the Proposed Lease Area as shown heron.

DESCRIPTION (PROPOSED LEASE AREA 1):

Description of a Proposed Lease Area 1 across part of Phase 4 - Area "B", Windyke Park P.D. recorded in Plat Book 263, Page 2 in Memphis, Shelby County, Tennessee:

Commencing at a found rebar located at the northeast corner of Phase 4 - Area "B", Windyke Park P.D. recorded in Plat Book 263, Page 2 and being north 02 degrees 07 minutes 37 seconds east, 1239.47 feet from a found rebar located at southeast corner of said property recorded in Plat Book 263, Page 2; thence south 02 degrees 07 minutes 37 seconds west with the east line of said property recorded in Plat Book 263, Page 2, 302.64 feet; thence north 87 degrees 52 minutes 23 seconds west across said property recorded in Plat Book 263, Page 2, 42.00 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence westwardly across said property recorded in Plat Book 263, Page 2 the following calls: south 02 degrees 07 minutes 37 seconds west, 36.66 feet to a set 1/2" rebar with plastic cap; south 36 degrees 39 minutes 08 seconds west, 8.94 feet to a set 1/2" rebar with plastic cap; north 53 degrees 20 minutes 52 seconds west, 6.66 feet to a set 1/2" rebar with plastic cap; north 36 degrees 39 minutes 08 seconds east, 5.12 feet to a set 1/2" rebar with plastic cap; north 53 degrees 20 minutes 52 seconds west, 29.82 feet to a set 1/2" rebar with plastic cap in the east line of a 60'Wide Private Drainage Easement (Non Buildable Area) as shown in said Plat Book 263, Page 2; thence north 35 degrees 36 minutes 55 seconds east with the east line of said 60'Wide Private Drainage Easement (Non Buildable Area), 33.74 feet to a set 1/2" rebar with plastic cap; thence across said property recorded in Plat Book 263, Page 2 the following calls: south 54 degrees 23 minutes 05 seconds east, 16.32 feet to the point of beginning and containing 970 square feet or 0.022 acres of land more or less.

DESCRIPTION (PROPOSED LEASE AREA 2):

Description of a Proposed Lease Area 2 across part of Phase 4 - Area "B", Windyke Park P.D. recorded in Plat Book 263, Page 2 in Memphis, Shelby County, Tennessee:

Commencing at a found rebar located at the northeast corner of Phase 4 - Area "B", Windyke Park P.D. recorded in Plat Book 263, Page 2 and being north 02 degrees 07 minutes 37 seconds east, 1239.47 feet from a found rebar located at southeast corner of said property recorded in Plat Book 263, Page 2; thence south 02 degrees 07 minutes 37 seconds west with the east line of said property recorded in Plat Book 263, Page 2, 389.75 feet; thence north 87 degrees 52 minutes 23 seconds west across said property recorded in Plat Book 263, Page 2, 49.48 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence westwardly across said property recorded in Plat Book 263, Page 2 the following calls: south 59 degrees 48 minutes 21 seconds west, 8.55 feet to a set 1/2" rebar with plastic cap; north 86 degrees 49 minutes 32 seconds west, 64.74 feet to a set 1/2" rebar with plastic cap in the east line of a 60'Wide Private Drainage Easement (Non Buildable Area) as shown in said Plat Book 263, Page 2; thence north 35 degrees 36 minutes 55 seconds east with the east line of said 60' Wide Private Drainage Easement (Non Buildable Area), 85.58 feet to a set 1/2" rebar with plastic cap; thence across said property recorded in Plat Book 263, Page 2 the following calls: south 53 degrees 20 minutes 52 seconds east, 2.34 feet to a set 1/2" rebar with plastic cap; south 36 degrees 39 minutes 08 seconds west, 27.90 feet to a set 1/2" rebar with plastic cap; south 53 degrees 20 minutes 52 seconds east, 3.47 feet to a set 1/2" rebar with plastic cap; south 36 degrees 39 minutes 08 seconds west, 14.09 feet to a set 1/2" rebar with plastic cap; south 53 degrees 20 minutes 52 seconds east, 53.10 feet to the point of beginning and containing 1,551 square feet or 0.036 acres of land more or less.

CERTIFICATION:

I hereby certify to TVT II, LLC, Burch, Porter & Johnson, PLLC, Trustmark National Bank and Chicago Title Insurance Company that the ratio of precision of the unadjusted survey is 1: 10,000 or greater.

MILESTONE LAND SURVEYING, INC.

By: _____ 03-18-2024

Daryl Menard, RLS — Date
President
Tennessee Certificate No. 2135

DARYL E. MENARD — 2135 — TENNESSEE — REGISTERED LAND SURVEYOR — AGRICULTURE — COMMERCE

REVISION NOTE:
REVISED ON MARCH 18, 2024 TO SHOW LEASE AREA 1 & 2 SHOWN HEREON.

MILESTONE LAND SURVEYING, INC.
2880 COBB ROAD
LAKELAND, TN 38002
PHONE: (901) 867-8671
FAX: (901) 867-9889

SURVEY OF A PROPOSED LEASE AREA 1 & 2 ON PART OF THE WINDYKE PARK ASSOCIATES, L.P.

PROPERTY
RECORDED IN
INST. NO. 03193412
MEMPHIS, SHELBY COUNTY, TENNESSEE

SCALE: 1" = 20' DATE: DECEMBER 28, 2023
REVISED: MARCH 18, 2024

20 0 20 40 60
Scale: 1" = 20'

MLS JOB No. 23168
23168X2.DWG

Adam McElveen
Principal Engineer | Radio Frequency
O 901 574 1900
5866 Jetway Drive
Arlington, TN 38002

11/14/2025

RE: Verizon Wireless Proposed WINDGARDEN TN macro site, Memphis, TN

To Whom It May Concern:

In my capacity as a Radio Frequency Engineer for Verizon Wireless (hereinafter "Verizon"), I am writing to you for and on behalf of Verizon in support of Verizon's application to build a new site at WINDGARDEN TN. My responsibilities for Verizon include, but are not limited to, the design and engineering of Verizon's wireless communications network in Western Tennessee and North Mississippi.

Primary Objective:

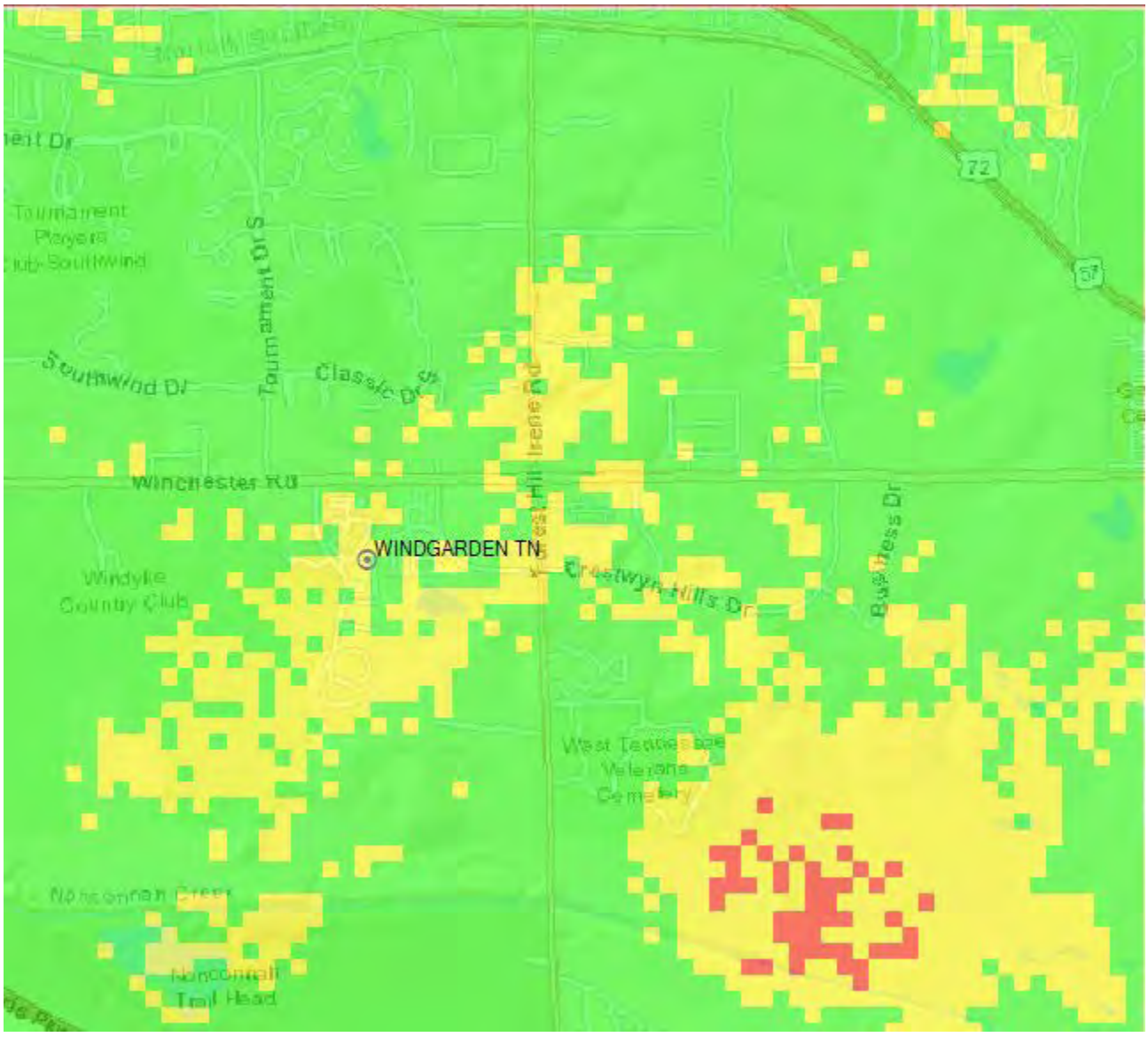
The WINDGARDEN TN site is required to meet our engineering standards for mobile devices in the vicinity of Forest Hill Irene Rd and Winchester Rd. The new site will improve coverage for customers in both residential areas and businesses near the intersection. Due to the PGA tour being held at Southwind, this site is also needed to help improve coverage to the east side of the course, as well as adding additional capacity in the area to meet the usage demands during the event. Existing sites are also calling for capacity solutions to free up resources to improve throughput and reduce call failures.

By building the WINDGARDEN TN site, Verizon will:

1.) Increase indoor service for our customers in the residential homes and businesses nearby.
2.) Improve throughput for existing customers by offloading the existing macros (See Connection Request heat map pg. 7).
3.) Improve 4G/5G network reliability and decrease dropped calls and connection issues (See Dropped Connections heat map pg. 8).
4.) Improve service levels in the vicinity of Forest Hill Irene Rd. and Winchester Rd. for mobility traffic.

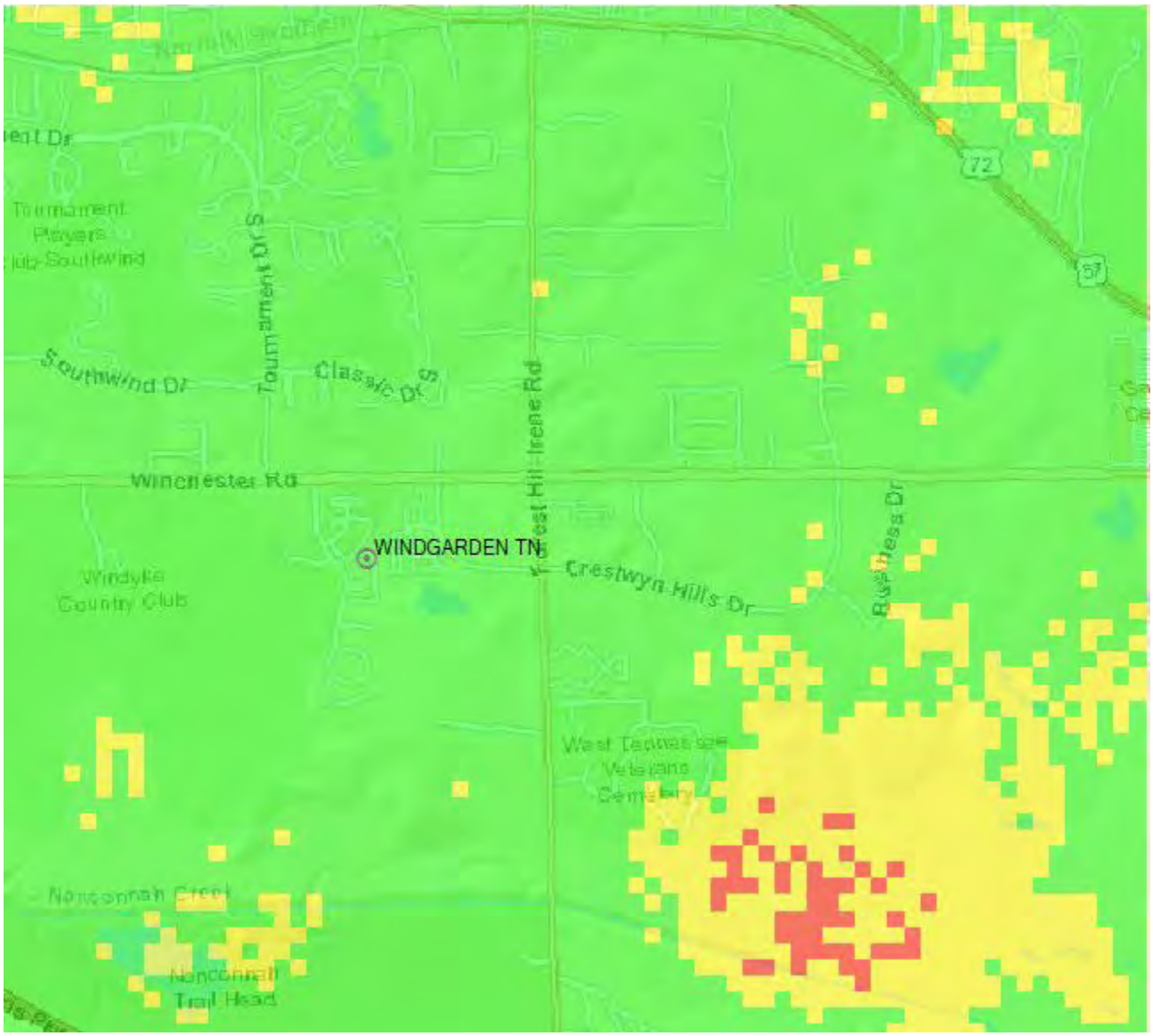
Existing Base Coverage:

Indoor/Outdoor
Outdoor
Marginal



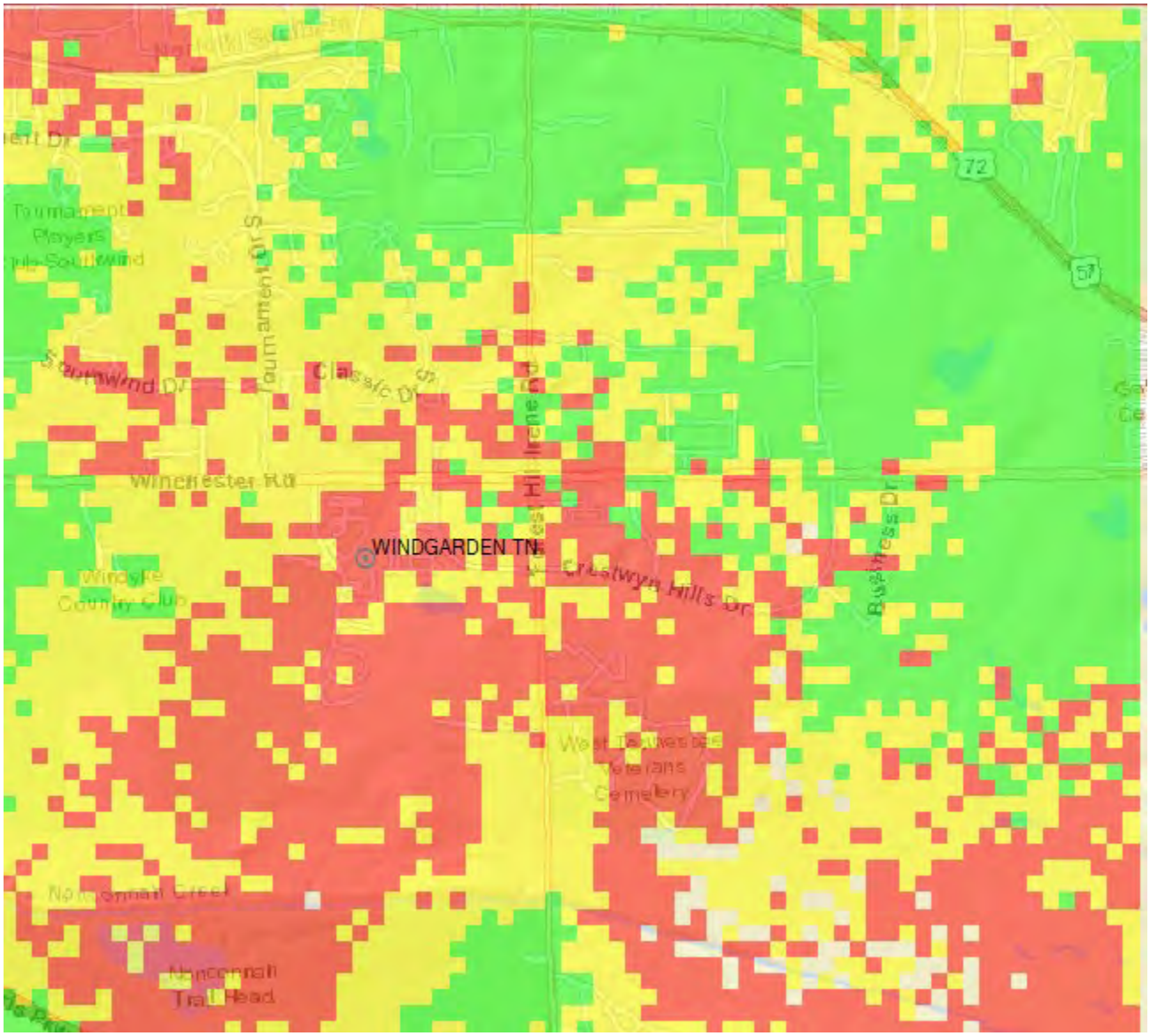
Base Coverage with WINDGARDEN TN added:

Indoor/Outdoor
Outdoor
Marginal



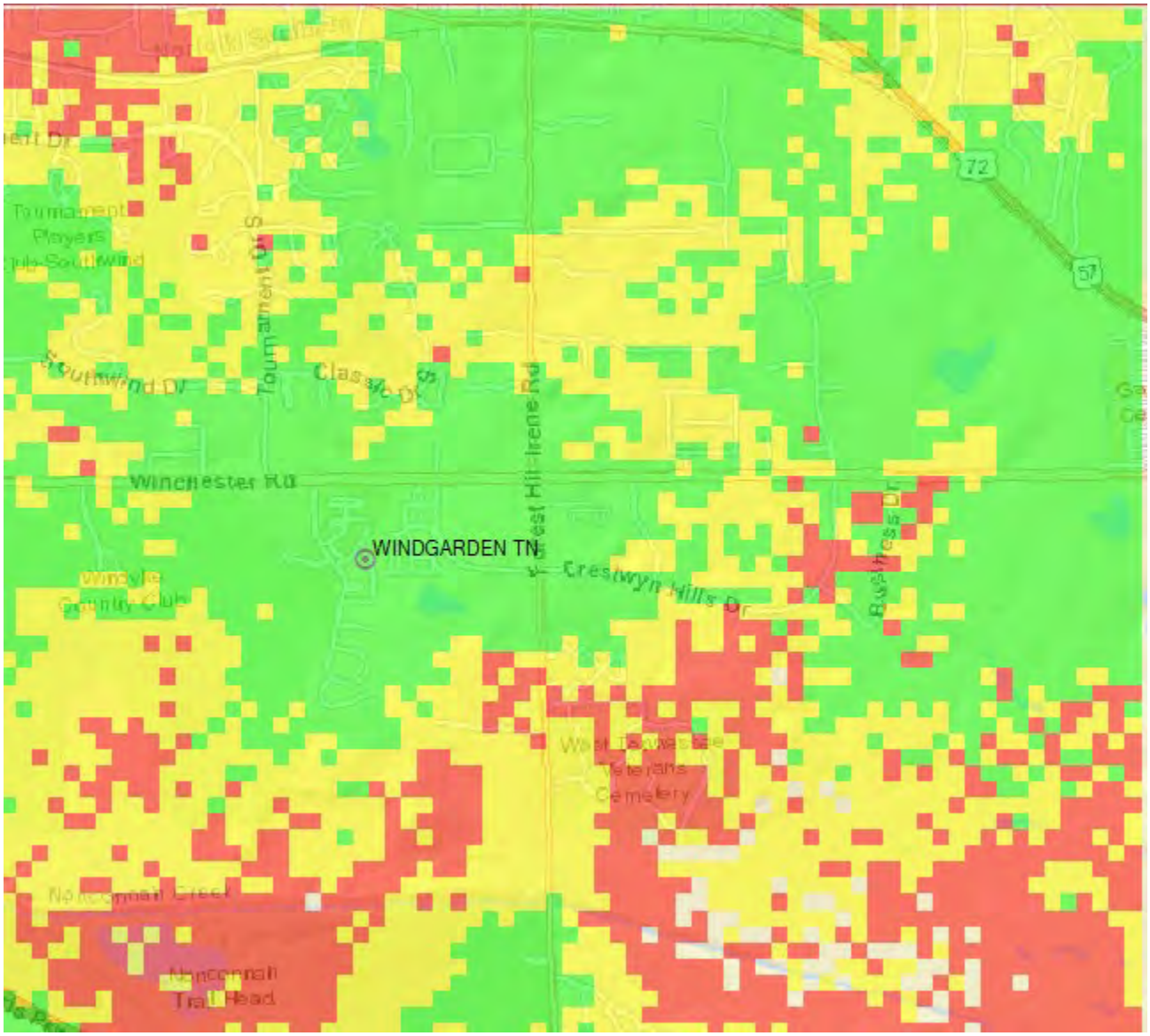
High Band existing coverage:

Indoor/Outdoor
Outdoor
Marginal



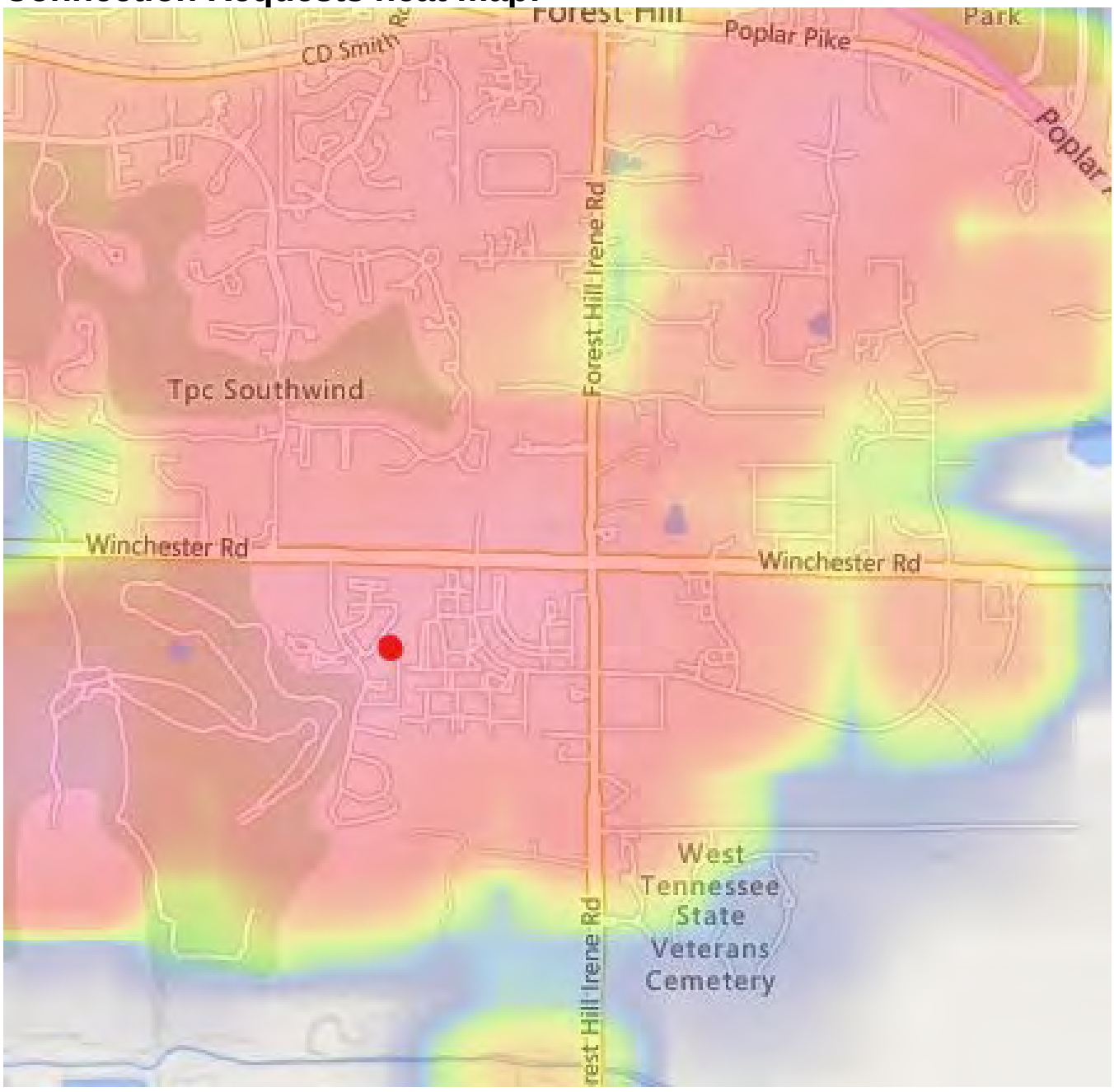
High band with WINDGARDEN TN:

Indoor/Outdoor
Outdoor
Marginal

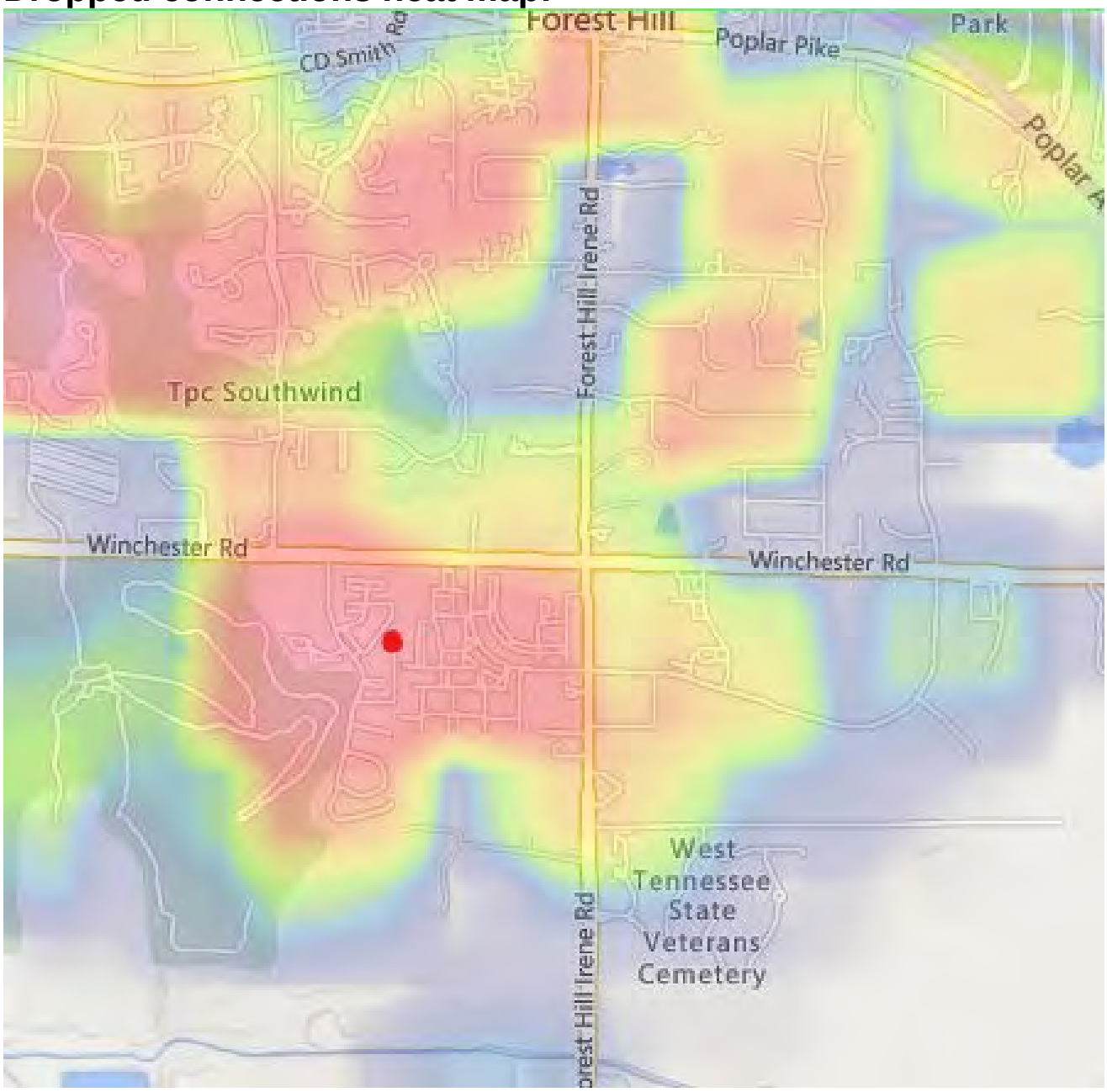


KPIs

Connection Requests heat map:



Dropped connections heat map:



Conclusion:

The need for a macro site in the vicinity of the intersection between Forest Hill Irene Rd. and Winchester Rd. is evident based on both the coverage and KPI maps. By building the new site, Verizon will be able to improve coverage for our existing customers. The new site will also free up capacity on the existing sites, thereby allowing for faster throughput and a decrease in failures due to capacity constraints, which has a negative impact on our existing customers.

Sincerely,

Adam McElveen

_____

Adam McElveen
Principal Engineer – Radio Frequency

YEAR: 2025

Property Location and Owner Information −

Parcel ID:	D0242 00472
Property Address:	3800 CHAMPION HILLS DR
Municipal Jurisdiction:	UNINCORP
Neighborhood Number:	00912B59
Tax Map Page:	200
Land Square Footage :	1.18322e+006
Acres :	27.163
Lot Dimensions :	LANDLOCKED
Subdivision Name :	PT WINDYKE PARK PD PHASE 4 AREA B
Subdivision Lot Number :	
Plat Book and Page :	263-002
Number of Improvements :	14
Owner Name :	WINDYKE PARK ASSOCIATES LP
Owner Mailing Address:	1010 JUNE RD
Owner City/State/Zip:	MEMPHIS TN 38119- 3724
GIS MAP:	View

Appraisal and Assessment Information +

Commercial Structure Information +

Other Buildings +

Permits +

Sales History +

Property Building Sketch +

Informal Review +

Print Previous Year

Chat with us, we are online!

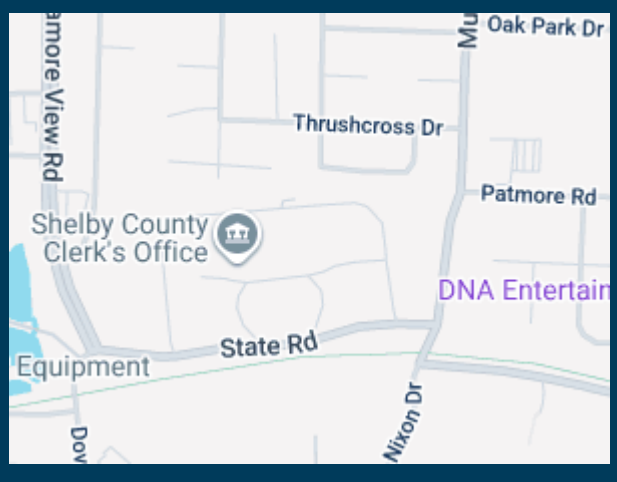


CONTACT

1075 Mullins Station Road
Memphis, TN 38134

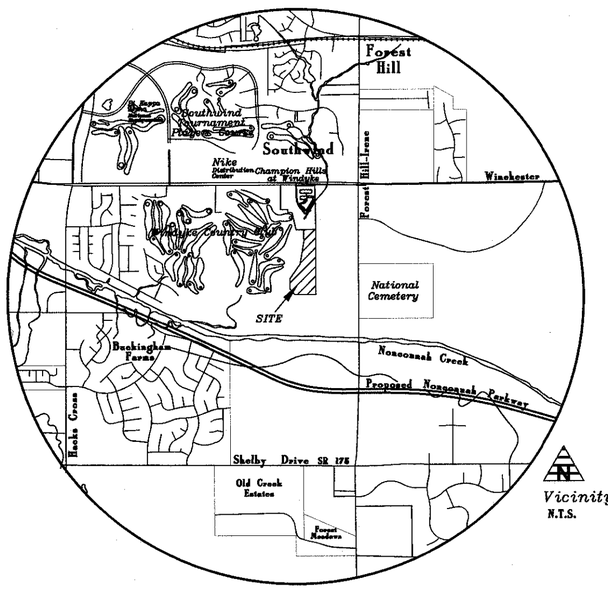
Satellite Office
157 Poplar Ave
Memphis, TN 38103

1 901-222-7001



MELVIN BURGESS, ASSESSOR OF PROPERTY, SHELBY COUNTY, TN COPYRIGHT © 2019

Chat with us, we are online!



Vicinity Map
N.T.S.

LEGEND

PB	PULL BOX
ET	ELECTRICAL PAD
EM	ELECTRIC METER
WVLT	WATER VAULT
TP	TEMPORARY POLE
BFP	BACK FLOW PREVENTER
GM	GATE MOTOR
GC	GATE CALL BOX
INL	INLET
ELP	ELECTRIC PANEL
GB	GAS BOX
AC	AIR CONDITIONING PAD
CB	CABLE BOX
HW	HEADWALL
G	PEDESTRIAN GATE
SO	STUBOUT
TD	TRENCH DRAIN
CO	CLEANOUT
	INLET
	LAMPPOST
	GUY ANCHOR POLE
SMH	SEWER MANHOLE
	POWER POLE
	WATER VALVE
	WATER METER
	FIRE HYDRANT
DMH	DRAIN MANHOLE
	FLOOD LIGHT
4T	NO. TANDEM PARKING SPACES & GARAGE SPACES

FINAL PLAT
PHASE 2 – AREA "B"
WINDYKE PARK P.D.
(P.B. 150, PG. 57)
(P.B. 161, PG. 25)
(P.B. 233, PG. 18)
(P.B. 250, PG. 17)

FINAL PLAT – PHASE 3
FOREST HILL HEIGHTS P.D.
3RD AMENDMENT
(P.B. 252, PG. 35)

FINAL PLAT
PHASE 3 – AREA "B"
WINDYKE PARK P.D.
P.B. 159, PG. 3
P.B. 161, PG. 32

OUTLINE PLAN
FOREST HILL HEIGHTS P.D.
3RD AMENDMENT
(P.B. 252, PG. 01)

WINDYKE COUNTRY CLUB, INC.
(CU-5444)

P.O.B.
481.35' S0°16'05"W
FROM THE SOUTH R.O.W. LINE
OF WINCHESTER ROAD
SEE SHEET 3 FOR DETAIL OF
POINT OF COMMENCEMENT

8' MLG&W ESM'T
(INST# 04102473)

15' PUBLIC
DRAIN ESM'T
(P.B. 250, PG. 17)

20' SANITARY
SEWER EASEMENT
INST# AJ-1716

15' WIDE PUBLIC
DRAIN ESM'T.
P.B. 263, PG. 2

633.83' N33°45'23"E

10' SIDE SETBACK (PER RU-3 ZONING)

65' PRIVATE
DRAINAGE ESM'T
NON-BUILDABLE
AREA
P.B. 250, PG. 17

55.64'

℄ Existing Drainage Ditch

60' PRIVATE
DRAINAGE ESM'T
NON-BUILDABLE
AREA
P.B. 263, PG. 2

Champion Hills Drive
(68' Public R.O.W.)
(P.B. 150, PG. 38)

CONC. SIDEWALK

CURB CUT

Rad = 75.00'
Arc = 170.98'
Tan = 163.13'
Chd = 136.29'
N48°05'52"E
Del = 130°37'02"

POND

OVERFLOW

15' SEWER ESM'T
(P.B. 161, PG. 33)

75' R

20' FRONT SETBACK (MAX)
(PER RU-3 ZONING)

CUL-DE-SAC AREA
DEDICATED IN
P.B. 207, PG. 22
P.B. 263, PG. 2

40.69' N36°32'27"E

FIP

15' DRAIN ESM'T
P.B. 150, PG. 38

30' LANDSCAPE SCREEN
(P.B. 168, PG. 67)

30' SANITARY
SEWER EASEMENT
PL BK 150, PG 38

300.28' N4°41'42"E

20' SANITARY
SEWER EASEMENT
INST# AJ-1716

10' UTILITY ESM'T (INST# 04025353)

Old Waverly Drive

Old Waverly Cove

Mission Hills Drive

Burnt Pines Drive

Torrey Pines

569.70' N9°33'46"E

10' SIDE SETBACK (PER RU-3 ZONING)

1239.53' S0°16'05"W

STAR HATCHED AREA
PUBLIC SEWER EASEMENT
(P.B. 263, PG. 2)

10' UTILITY ESM'T (INST# 04025353)

8' MLG&W ESM'T
INST# 04102473

MAINT.

DUMPSTER

OFFICE

#3797 2-STORY FRAME
#3809 2-STORY BRICK
#3823 2-STORY FRAME
#3835 2-STORY BRICK
#8855 2-STORY BRICK
#8865 2-STORY FRAME
#8875 2-STORY BRICK
#8887 2-STORY BRICK
#8848 2-STORY FRAME
#8860 2-STORY BRICK
#8870 2-STORY FRAME
#8886 2-STORY FRAME
#8847 2-STORY FRAME
#8859 2-STORY BRICK
#8873 2-STORY BRICK
#8885 2-STORY FRAME
#3894 2-STORY BRICK
#3908 2-STORY FRAME
#3912 2-STORY BRICK
#8864 2-STORY BRICK
#8872 2-STORY FRAME

MATCH LINE

MATCH LINE

50 0 50
GRAPHIC SCALE IN FEET
SCALE: 1"=50'

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

SEAL
MICHAEL FRYE
REGISTERED LAND SURVEYOR
STATE OF TENNESSEE

PROJECT:	SURVEY OF THE WESTBURY APARTMENTS 3816 CHAMPION HILLS DRIVE SHELBY COUNTY, TENNESSEE
FOR:	MAKOWSKY RINGLE GREENBERG
SHEET TITLE:	*ALTA/NSPS LAND TITLE SURVEY*

SCALE:	1"=50'
FIELD DATE:	05/26/16
ISSUE DATE:	07/20/16
PREPARED BY:	GAM
TRF JOB NO.:	16-0093
SHEET NO.:	Sht 1 of 3

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gregm 24x36 C:\D-Drive\2016\16-0093 Westbury Apartments ALTA Update\Survey Sheets 1-3.dwg Jul 20, 2016 - 11:31am

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MATCH LINE

MATCH LINE

#3912
2-STORY
BRICK

10' UTILITY ESM'T (INST# 04025353)

Torrey Pines Circle

#3916
2-STORY
FRAME

#3905
2-STORY
BRICK

#3909
2-STORY
BRICK

#3915
2-STORY
FRAME

WOLF STRATEGIC
INVESTMENTS L.P.
(INST# Y9-6367)

30' LANDSCAPE SCREEN
(P.B. 168, PG. 67)

CLUB HOUSE

POOL

FINAL PLAT
PHASE 4 - AREA "B"
WINDYKE PARK P.D.
FINAL PLAT
WINDYKE PARK SOUTH P.D.
(P.B. 207, PG. 22)
(P.B. 263, PG. 2)

TOTAL LAND AREA
1,345,259 Sq Ft
30.883 Ac

CONTROL STRUCTURE

#3920
2-STORY
BRICK

#3963
2-STORY
BRICK

#3929
2-STORY
BRICK

8' MLG&W ESM'T
INST# 04102413

WINDYKE COUNTRY CLUB, INC.
(INST# CU-5944)

567.76' N33°49'15"E

Mission Hills Drive

#3935
2-STORY
FRAME

#3951
2-STORY
BRICK

#3941
2-STORY
FRAME

#3930
2-STORY
FRAME

1186.83' S0°20'25"W

10' SIDE SETBACK (PER RU-3 ZONING)

#3945
2-STORY
FRAME

#3950
2-STORY
BRICK

#3936
2-STORY
BRICK

5' UTILITY ESM'T
(INST# 05201592)

#3940
2-STORY
FRAME

#3946
2-STORY
BRICK

#3961
2-STORY
FRAME

#8836
2-STORY
BRICK

#8850
2-STORY
FRAME

#8885
2-STORY
FRAME

317.70' N8°59'45"E

#8815
2-STORY
FRAME

DETENTION BASIN

#8825
2-STORY
BRICK

#8835
2-STORY
FRAME

#8853
2-STORY
FRAME

#8863
2-STORY
FRAME

#8875
2-STORY
BRICK

LANDSCAPE BUFFER ESM'T
(INST# KR-0086)

30' LANDSCAPE SCREEN
(P.B. 168, PG. 67)

181.28' N46°43'27"W

15' REAR SETBACK (PER RU-3 ZONING)

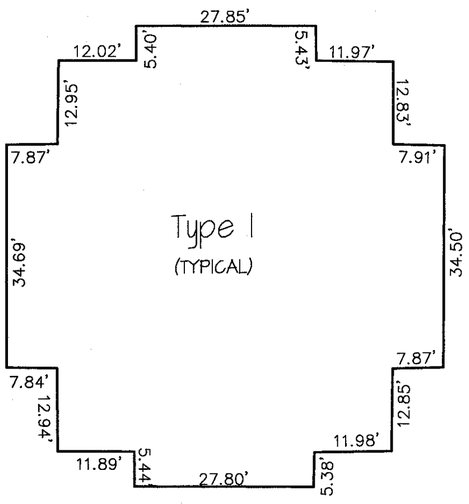
817.96' N89°39'35"W

WINDYKE COUNTRY CLUB, INC.
(INST# CU-5944)

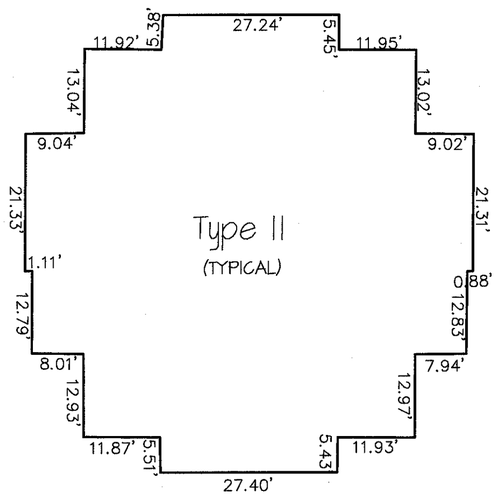
WOLF STRATEGIC
INVESTMENTS L.P.
(INST# FU-1106)

TRANSMISSION LINE EASEMENT
BOOK 740, PAGE 131
(DOCUMENT NUMBER BELIEVED
TO BE INCORRECT)
MLG&W HAS NO RECORD
OF AN EASEMENT

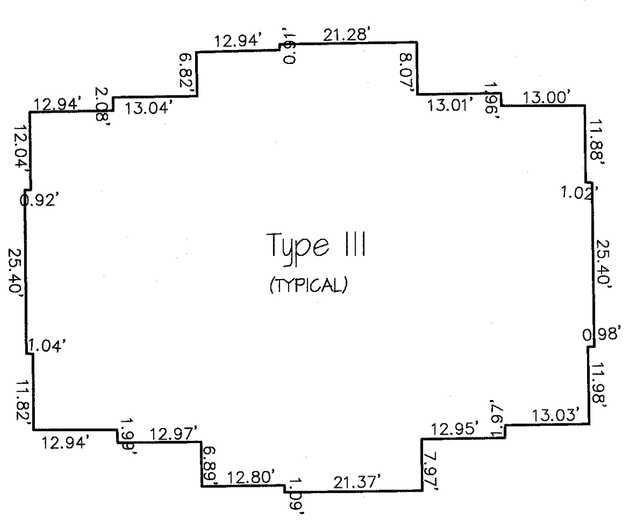
Type I
(TYPICAL)



Type II
(TYPICAL)



Type III
(TYPICAL)



Type IV
(TYPICAL)

Type V
(TYPICAL)

50 0 50

GRAPHIC SCALE IN FEET
SCALE: 1"=50'

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SEAL
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REGISTERED LAND SURVEYOR
No. 2703
STATE OF TENNESSEE

PROJECT:
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WESTBURY APARTMENTS
3816 CHAMPION HILLS DRIVE
SHELBY COUNTY, TENNESSEE

FOR: MAKOWSKY RINGLE GREENBERG

SHEET TITLE:
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SCALE:	1"=50'
FIELD DATE:	05/26/16
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PREPARED BY:	GAM
TRF JOB NO.:	16-0093
SHEET NO.:	Sht 2 of 3

gregm 24x36 C:\D-Drive\2016\16-0093 Westbury Apartments ALTA Update\Survey Sheets 1-3.dwg Jul 20, 2016 - 11:31am

PROPERTY DESCRIPTION

BEING A SURVEY OF THE PROPERTY SHOWN IN THE FINAL PLAT FOR PHASE 4- AREA "B" OF THE WINDYKE PARK P.D. AND THE FINAL PLAT FOR WINDYKE PARK SOUTH P.D. AS RECORDED IN PLAT BOOK 207, PAGE 22 AND RE-RECORDED IN PLAT BOOK 263, PAGE 2, BOTH OF RECORD AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHEAST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 2 - AREA "B" OF THE WINDYKE PARK P.D. AS RECORDED IN PLAT BOOK 250, PAGE 17, SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF WINCHESTER ROAD (140.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND BEING S88°15'30"E A DISTANCE OF 684.08 FEET FROM THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WINCHESTER ROAD WITH THE EAST RIGHT-OF-WAY LINE OF CHAMPION HILLS DRIVE (68.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S0°16'05"W ALONG THE EAST LINE OF SAID PHASE 2 (PLAT BOOK 250, PAGE 17) A DISTANCE OF 481.35 FEET TO FOUND IRON PIN AT THE SOUTH EAST CORNER OF SAID PHASE 2 (PLAT BOOK 250, PAGE 17), SAID POINT ALSO LIES ON THE WEST PROPERTY LINE OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 3 OF THE FOREST HILL HEIGHTS P.D. - 3 RD AMENDMENT AS RECORDED IN PLAT BOOK 252, PAGE 35, SAID POINT BEING THE POINT OF BEGINNING; THENCE S0°16'05"W ALONG THE WEST LINE OF SAID PHASE 3 (PLAT BOOK 252, PAGE 35) AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 1239.53 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE WOLF STRATEGIC INVESTMENTS L.P. PROPERTY AS RECORDED IN INSTRUMENT Y9-6367; THENCE S0°20'25"W ALONG THE WEST LINE OF SAID WOLF STRATEGIC INVESTMENTS L.P. PROPERTY A DISTANCE OF 1186.83 FEET TO A SET IRON PIN, SAID PIN BEING NORTHEAST CORNER OF THE WOLF STRATEGIC INVESTMENTS L.P. PROPERTY AS RECORDED IN INSTRUMENT FU-1106; THENCE N89°39'35"W ALONG THE NORTH LINE OF THE SAID WOLF STRATEGIC INVESTMENTS L.P. PROPERTY (INSTRUMENT FU-1106) A DISTANCE OF 817.96 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID WOLF STRATEGIC INVESTMENTS L.P. PROPERTY (INSTRUMENT FU-1106), SAID POINT ALSO LIES ON THE EAST LINE OF THE WINDYKE COUNTRY CLUB, INC. PROPERTY AS RECORDED IN INSTRUMENT CU-5944; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N46°43'27"W A DISTANCE OF 181.28 FEET TO A FOUND IRON PIN; THENCE N8°59'45"E A DISTANCE OF 317.70 FEET TO A FOUND 1" PIPE; THENCE N33°49'15"E A DISTANCE OF 567.76 FEET TO A FOUND 1" PIPE; THENCE N9°33'46"E A DISTANCE OF 569.70 FEET TO A FOUND IRON PIN; THENCE N4°41'42"E A DISTANCE OF 300.28 FEET TO A FOUND IRON PIN AT THE SOUTHEAST CORNER OF PHASE 3 OF THE WINDYKE PARK P.D. AS RECORDED IN PLAT BOOK 161, PAGE 32; THENCE N36°32'27"E ALONG THE EAST LINE OF SAID PHASE 3, (PLAT BOOK 161, PAGE 32) A DISTANCE OF 40.69 FEET TO A POINT ON THE CUL-DE-SAC RIGHT-OF-WAY OF CHAMPION HILLS DRIVE AS DEDICATED PLAT BOOK 263, PAGE 2; THENCE NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 170.98 FEET (CHORD N48°05'52"E-136.29') TO A POINT IN THE SOUTH LINE OF SAID PHASE 2 - AREA "B" OF THE WINDYKE PARK P.D. (PLAT BOOK 161, PAGE 25); THENCE N33°45'23"E ALONG THE SOUTH LINE OF SAID PHASE 2, A DISTANCE OF 633.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,345,259 SQUARE FEET OR 30.883 ACRES.

THE FORGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN THE VESTING DEED, RECORDED AT INSTRUMENT 03193412, LESS AND EXCEPT THAT PORTION DEDICATED FOR THE CUL-DES-SAC AS CALLED FOR IN PLAT BOOK 263, PAGE 2 AND IS THE SAME PROPERTY DESCRIBED IN SCHEDULE "A" OF TITLE INSURANCE COMMITMENT 5782146 DATED BEARING AND EFFECTIVE DATE OF MAY 9, 2016 PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

INDEX OF TITLE EXCEPTIONS

THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER 5782146-REVISION 1, DATED MAY 9, 2016. THIS COMMITMENT IS BEING RELIED UPON BY THE SURVEYOR TO BE A TRUE, ACCURATE AND COMPLETE REPRESENTATION OF THE CURRENT TITLE MATTERS THAT AFFECT THE SURVEYED PROPERTY. NO INDEPENDENT TITLE RESEARCH WAS UNDERTAKEN OR COMMISSIONED BY THE SURVEYOR IN THE PREPARATION OF THIS SURVEY. ANY DEED BOOK, PLAT BOOK, OR INSTRUMENT NUMBER REFERENCES NOTED BELOW ARE RECORDED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE UNLESS NOTED OTHERWISE. BELOW IS A LIST OF THE ITEMS LISTED IN SCHEDULE B - SECTION 2 OF THE ABOVE MENTIONED COMMITMENT AND THEIR AFFECT ON THE SURVEYED PROPERTY.

ITEMS 1-8 ARE NOT SURVEY RELATED

9. THE SURVEYED PROPERTY IS SUBJECT TO THE OUTLINE PLAN AMENDED FOR THE WINDYKE PARK P.D. AS RECORDED IN PLAT BOOK 162, PAGE 19 AND RE-RECORDED IN PLAT BOOK 188, PAGE 61.

   THE SURVEYED PROPERTY IS SUBJECT TO THE OUTLINE PLAN FOR THE WINDYKE PARK SOUTH P.D. AS RECORDED IN PLAT BOOK 168, PAGE 67.

   THE SURVEYED PROPERTY IS SUBJECT TO THE CONDITIONS, RESTRICTIONS, EASEMENTS AND SETBACKS AS RECORDED IN THE FINAL PLAT FOR PHASE 4 - AREA "B" OF THE WINDYKE PARK P.D. AND THE FINAL PLAT FOR THE WINDYKE PARK SOUTH P.D. AS RECORDED IN PLAT BOOK 207, PAGE 22 AND RE-RECORDED IN PLAT BOOK 263, PAGE 2 (ALL PLOTTABLE ITEMS HAVE BEEN SHOWN HEREON)

   THE SURVEYED PROPERTY IS SUBJECT TO THE 15 FOOT WIDE DRAINAGE EASEMENT AND THE 30 FOOT WIDE SEWER EASEMENT AS SHOWN ON THE FINAL PLAT FOR PHASE 1 OF THE WINDYKE PARK P.D. AS RECORDED IN PLAT BOOK 150, PAGE 38 (AS SHOWN HEREON)

10. THE SURVEYED PROPERTY IS SUBJECT TO THE GRANT OF EASEMENT AS RECORDED IN INSTRUMENT KP-7351 AND RE-RECORDED IN INSTRUMENT KR-0086 (AS SHOWN HEREON)

11. THE SURVEYED PROPERTY IS SUBJECT TO THE 5 FOOT WIDE UTILITY EASEMENT AS RECORDED IN INSTRUMENT LB-7647,MEMPHIS LIGHT GAS AND WATER HAS PROVIDED A COMMITMENT TO MLGW EASEMENT RELEASE LETTER WITH REGARD TO THIS EASEMENT. THIS EASEMENT IS IN THE PROCESS OF BEING RELEASED. (NOT PLOTTED)

12. THE SURVEYED PROPERTY IS SUBJECT TO THE 10 FOOT WIDE UTILITY EASEMENT AS RECORDED IN INSTRUMENT 04025353 (AS SHOWN HEREON)

13. THE SURVEYED PROPERTY IS SUBJECT TO THE 20 FOOT WIDE UTILITY EASEMENT AS RECORDED IN INSTRUMENT 05201590 (AS SHOWN HEREON)

14. THE SURVEYED PROPERTY IS SUBJECT TO THE 5 FOOT WIDE UTILITY EASEMENT AS RECORDED IN INSTRUMENT 05201592 (AS SHOWN HEREON)

15. THE SURVEYED PROPERTY IS BENEFITTED BY THE EASEMENT AGREEMENT FOR SIGN AS RECORDED IN INSTRUMENT 06152273 AND RE-RECORDED IN INSTRUMENT 06167309 (SEE DETAIL OF THIS EASEMENT ON SHEET 3 OF 3)

16. THE SURVEYED PROPERTY IS SUBJECT TO THE 8 FOOT WIDE AND 5 FOOT WIDE UTILITY EASEMENTS AS RECORDED IN INSTRUMENT 04102473 (AS SHOWN HEREON)

17. THE SURVEYED PROPERTY IS SUBJECT TO THE 15 FOOT WIDE PUBLIC DRAIN EASEMENT AS SHOWN IN PLAT BOOK 250, PAGE 17 (AS SHOWN HEREON)

18. THE SURVEYED PROPERTY IS SUBJECT TO THE 20 FOOT WIDE SEWER EASEMENT AS RECORDED IN INSTRUMENT AJ-1716 (AS SHOWN HEREON)

19. THE SURVEYED PROPERTY IS SUBJECT TO THE 15 FOOT WIDE PUBLIC DRAIN EASEMENT AND THE 65-90 FOOT PRIVATE DRAIN EASEMENT/NON-BUILDABLE AREA AS SHOWN ON THE FINAL PLAT FOR PHASE 2 - AREA "B" OF THE WINDYKE PARK P.D. AS RECORDED IN PLAT BOOK 150, PAGE 57 AND RE-RECORDED IN PLAT BOOK 161, PAGE 26; PLAT BOOK 233, PAGE 18 AND PLAT BOOK 250, PAGE 17 (AS SHOWN HEREON)

20. THE SURVEYED PROPERTY IS SUBJECT TO THE 60 FOOT WIDE PRIVATE DRAINAGE EASEMENT AND NON-BUILDABLE AREA AS SHOWN IN PLAT BOOK 263, PAGE 2. (AS SHOWN HEREON)

21. THE SURVEYED PROPERTY IS SUBJECT TO A 100 FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT (AS SHOWN HEREON). THE PLATS FOR THIS PROPERTY REFERENCE AN EASEMENT RECORDED IN BOOK 1740, PAGE 131, HOWEVER, THIS DOCUMENT DESCRIBES A SOUTHERN BELL AND TELEGRAPH EASEMENT. MLG&W WAS CONTACTED WITH REGARD TO AN EASEMENT FOR THIS 100 FOOT WIDE TRANSMISSION LINE BUT THEY COULD NOT FIND ANY EASEMENT IN THEIR RECORDS.

22. THE SURVEYED PROPERTY IS SUBJECT TO A 15 FOOT WIDE DRAINAGE EASEMENT, A 30 FOOT SANITARY SEWER EASEMENT AND A 30 FOOT WIDE LANDSCAPE EASEMENT ALONG THE WESTERLY PROPERTY LINE AS RECORDED IN PLAT BOOK 207, PAGE 22 AND RE-RECORDED IN PLAT BOOK 263, PAGE 2 (AS SHOWN HEREON)

23. THE SURVEYED PROPERTY IS SUBJECT TO THE GRANT OF EASEMENT (COMCAST) AS RECORDED IN INSTRUMENT 11099088 (BLANKET IN NATURE, NOT PLOTTABLE)

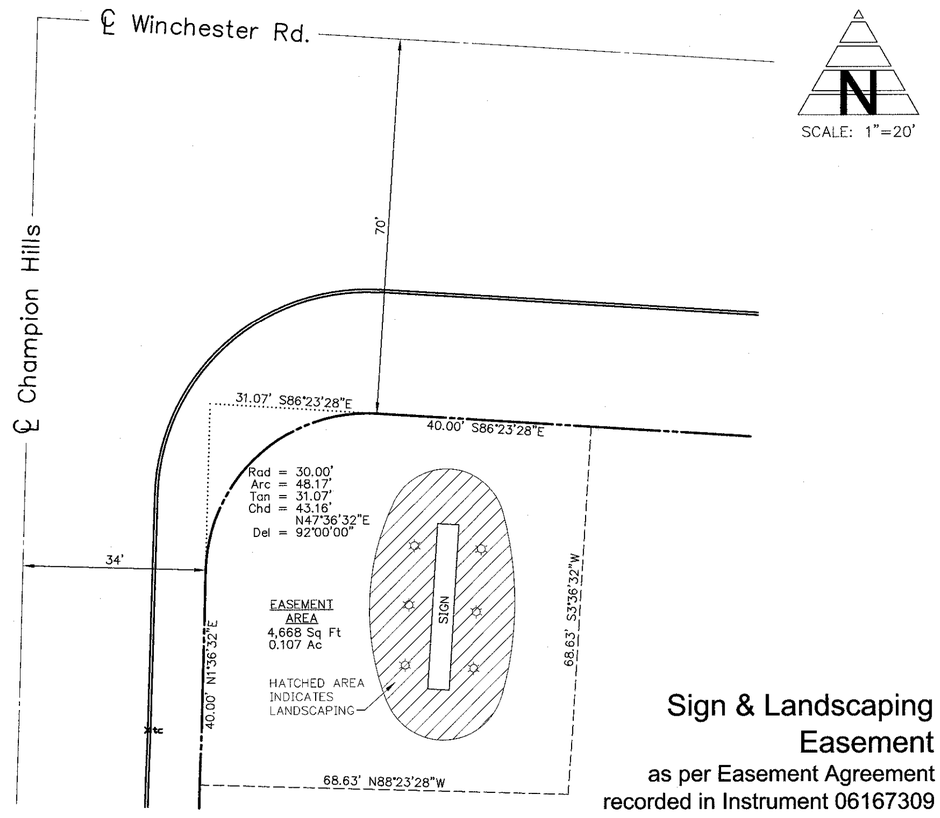
24. THE SURVEYED PROPERTY IS SUBJECT TO THE PUBLIC SEWER EASEMENT THAT IS ADJACENT TO THE 20 FOOT WIDE SEWER EASEMENT, AS RECORDED IN PLAT BOOK 207, PAGE 22 AND RE-RECORDED IN PLAT BOOK 263, PAGE 2 (AS SHOWN HEREON)

25. THE SURVEYED PROPERTY IS SUBJECT TO THE LOCATION OF DRAINAGE DITCH AS SHOWN ON SAID SURVEY AND THE RIGHTS OF OTHERS IN AND TO THE CONTINUED, UNINTERRUPTED FLOW OF WATER IN SAID DITCH, THE USE OF ANY DRAINS AND RIGHTS TO ENTER UPON SAID PREMISES TO MAINTAIN THE SAME.

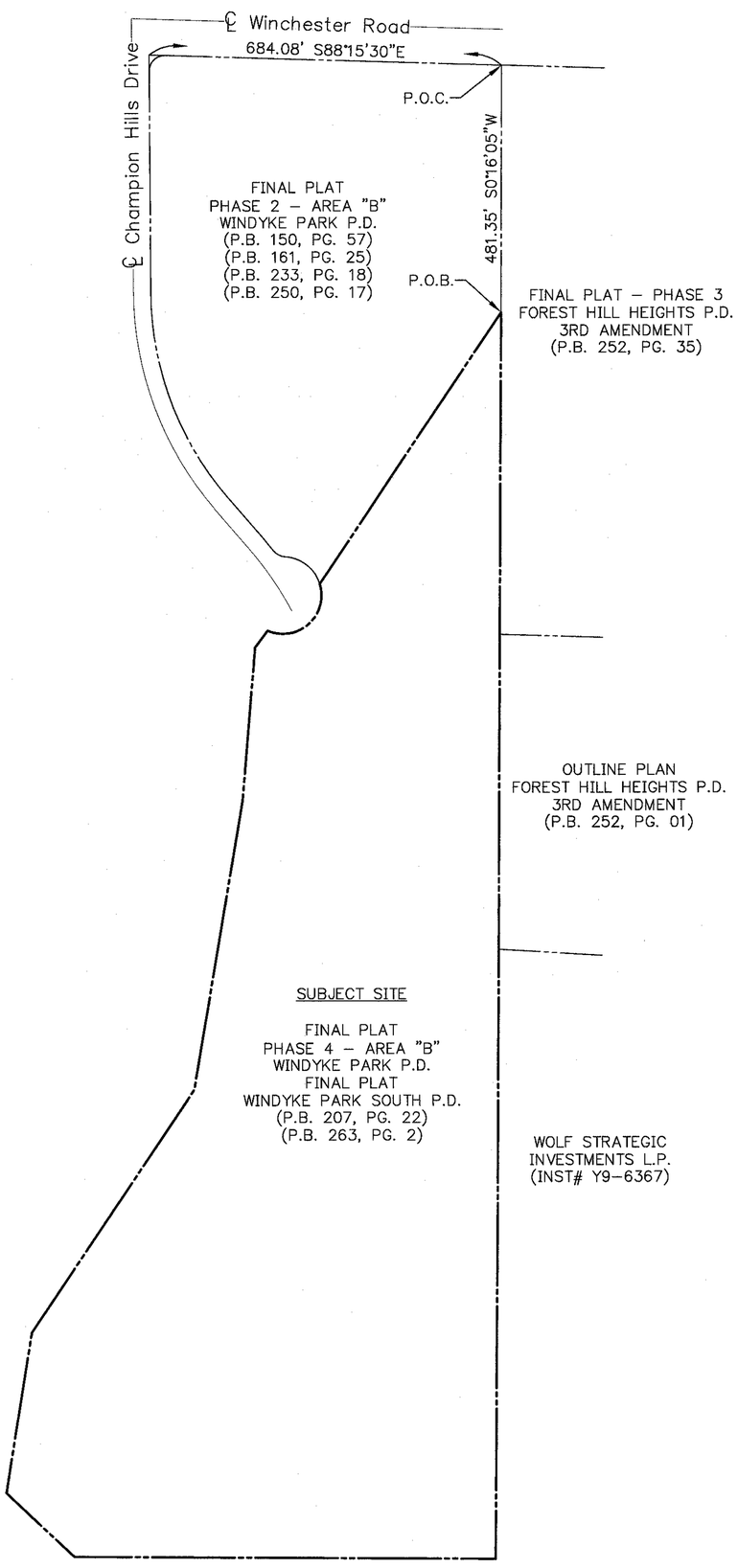
26. THE SURVEYED PROPERTY IS SUBJECT TO THE IMPROVEMENTS AND MATTERS SHOWN ON THIS SURVEY.

27. THE SURVEYED PROPERTY IS SUBJECT THE ENCROACHMENT OF CONCRETE AND COVERED AREAS ONTO EASEMENTS AS SHOWN ON THIS SURVEY.

28. THE SURVEYOR HAS NO COMMENTS WITH REGARD TO UNRECORDED LEASES.



Sign & Landscaping Easement
as per Easement Agreement recorded in Instrument 06167309



Point of Commencement Detail
Scale: 1"=200'

SITE DATA PER PLAT
(P.B. 263, PG. 2)

BULK REGULATIONS PER R-ML (NOW RU-3)
PARKING REQUIRED: 680 SPACES
PARKING PROVIDED: 814 SPACES
MAX BUILDING HEIGHT: 54'
ACTUAL BUILDING HEIGHT: 28'-10"

ZONING BULK REGULATIONS
AS PER RU-3 DISTRICT - APARTMENT

TRACT OR LOT (MIN)
AREA (SQ.FT.): 10,000
WIDTH (FT.): 50'
UNIT WIDTH: --
HEIGHT (MAX FT): 45

BUILDING SETBACK (MIN FT)
FRONT (MIN/MAX): 2-20
REQUIRED BUILDING FRONTAGE: 50%
SIDE (INTERIOR): 5
SIDE (TOTAL): 10
SIDE (STREET): 10
REAR: 15

GENERAL NOTES:

1. THIS IS A CATEGORY "I" SURVEY IN ACCORDANCE WITH THE STATE OF TENNESSEE LAND SURVEYOR'S STANDARDS THE ERROR OF CLOSURE FOR THE UNADJUSTED TRAVERSE IS GREATER THAN 1:15,000.
2. ANY DEED BOOK, PLAT BOOK, OR INSTRUMENT NUMBER REFERENCES SHOWN HEREON ARE RECORDED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE UNLESS NOTED OTHERWISE.
3. DISTANCES SHOWN ON THIS PLAT ARE IN FEET.
4. THIS MAP OR PLAT IS BASED UPON THE FIELD NOTES OF THE SURVEY. THIS SURVEY ACCURATELY SHOWS THE LOCATION OF ALL VISIBLE, ABOVE GROUND BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS. THE DESCRIPTION SHOWN HEREON IS BASED UPON THE FIELD SURVEY AND IS CORRECT, COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
5. APPLICABLE BUILDING SETBACK LINES ARE AS REQUIRED BY BUILDING CODE, ZONING ORDINANCE OR ANY RECORDED PLAT OR INSTRUMENT OF RECORD.
6. OBSERVED EVIDENCE OF UTILITIES HAS BEEN SHOWN PURSUANT TO SECTION 5 PARAGRAPH E (IV) OF THE ALTA/NSPS MINIMUM STANDARD DETAIL REQUIREMENTS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. (ALTA TABLE "A" ITEM 11)

   WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED AS TO THE LOCATION OF UNDERGROUND UTILITIES, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MY BE NECESSARY.
7. THE REAVES FIRM MAINTAINS A PROFESSIONAL LIABILITY INSURANCE POLICY IN THE AMOUNT OF $3,000,000.00 THAT WILL BE IN EFFECT THROUGHOUT THE CONTRACT/PROJECT TERM. A CERTIFICATE OF INSURANCE CAN BE ISSUED UPON REQUEST. (ALTA TABLE "A" ITEM 20)
8. NO STATEMENT OR CERTIFICATION IS MADE AS TO THE COMPLIANCE OF THIS SITE WITH THE CURRENT ADA ACCESSIBILITY STANDARDS.

WESTBURY APARTMENTS
SITE SPECIFIC NOTES:

1. ALL BEARINGS ARE RELATIVE TO THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 4- AREA "B" OF THE WINDYKE PARK P.D. AND THE FINAL PLAT FOR WINDYKE PARK SOUTH P.D. AS RECORDED IN PLAT BOOK 207, PAGE 22 AND RE-RECORDED IN PLAT BOOK 263, PAGE 2
2. THE SURVEYED PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITH ZONE "X" OF THE FLOOD INSURANCE RATE MAP NO. 47157C0470F, IDENTIFIED AS COMMUNITY PANEL NO. 470214 0470 F, BEARING AN EFFECTIVE DATE OF SEPTEMBER 28, 2007, IN SHELBY COUNTY, STATE OF TENNESSEE, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
3. THE SURVEYED PROPERTY IS CURRENTLY ZONED AS FOLLOWS:

   R-10 (RESIDENTIAL SINGLE FAMILY-10)
   RU-2 (RESIDENTIAL URBAN-2)

   HOWEVER, USE OF THIS PROPERTY IS GOVERNED BY THE FINAL PLAT FOR PHASE 4- AREA "B" OF THE WINDYKE PARK P.D. AND THE FINAL PLAT FOR WINDYKE PARK SOUTH P.D. AS RECORDED IN PLAT BOOK 207, PAGE 22 AND RE-RECORDED IN PLAT BOOK 263, PAGE 2.

   THIS INFORMATION WAS TAKEN FROM THE CERTIFICATE OF ZONING COMPLIANCE LETTER PROVIDED BY THE MEMPHIS AND SHELBY COUNTY OFFICE OF PLANNING AND DEVELOPMENT DATED JULY 15, 2016. (ALTA TABLE "A" ITEM 6A)
4. THERE WERE 814 TOTAL PARKING SPACES ON THE SURVEYED PROPERTY, 41 OF WHICH WERE DESIGNATED AS HANDICAP SPACES, 93 ARE GARAGE SPACES AND 93 ARE TANDEM/PARKING PAD SPACES. (ALTA TABLE "A" ITEM 9)
5. THERE ARE NO BUILDINGS ON THE SURVEYED PROPERTY THAT SHARE A COMMON OWNERSHIP WALL OR PARTY WALL. THE BUILDINGS LOCATED ON THE SURVEYED PROPERTY ARE SEPARATE AND APART FROM EACH OTHER AND FROM ANY BUILDINGS LOCATED ON THE ADJACENT SITE. (ALTA TABLE "A" ITEM 10)
6. THE SURVEYED PROPERTY IS CURRENTLY IMPROVED AS FOLLOWS:

   48 - 2 STORY BRICK AND FRAME APARTMENT BUILDINGS,
   1 - 1 STORY BRICK AND FRAME FITNESS CENTER/CLUB HOUSE
   1 - 1 STORY BRICK AND FRAME LEASING OFFICE
   1 - 1 STORY BRICK AND FRAME MAINTENANCE / CAR WASH BUILDING.

   THERE WAS NO EVIDENCE OF ANY RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (ALTA TABLE "A" ITEM 16)
7. THE SURVEYED PROPERTY IS ADJACENT TO, CONTIGUOUS WITH AND HAS DIRECT PHYSICAL ACCESS TO CHAMPION HILLS DRIVE, A PUBLICLY DEDICATED AND MAINTAINED RIGHT-OF-WAY.

   THE SURVEYOR OBSERVED NO EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AND HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES (ALTA TABLE "A" ITEM 17)
8. THE SURVEYOR OBSERVED NO WETLAND DELINEATION MARKERS AND WAS NOT MADE AWARE OF ANY FIELD DELINEATION BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT. (ALTA TABLE "A" ITEM 18)
9. THERE WAS NO ABOVE GROUND PHYSICAL EVIDENCE OF ANY CEMETERIES AT THE TIME OF THE SURVEY.
10. THE PARCEL ID# FOR THIS SITE IS AS FOLLOWS: D0242 00276C

SURVEYORS CERTIFICATE:

TO: WINDYKE PARK ASSOCIATES, L.P.
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), ITS PARENT, AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10A, 11(ABOVE GROUND EVIDENCE), 13, 14, 16, 17, 19 AND 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON MAY 26, 2016

DATE OF PLAT OR MAP JULY 20, 2016

SURVEYOR OF RECORD
MICHAEL K. FRYE
TN R.L.S. NO. 807
THE REAVES FIRM, INC.
6800 POPLAR AVENUE, SUITE 101
MEMPHIS, TN 38138

SEAL
MICHAEL FRYE REGISTERED LAND SURVEYOR No. 807 STATE OF TENNESSEE 7-20-16

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

PROJECT:	SURVEY OF THE WESTBURY APARTMENTS 3816 CHAMPION HILLS DRIVE SHELBY COUNTY, TENNESSEE
FOR:	MAKOWSKY RINGLE GREENBERG
SHEET TITLE:	*ALTA/NSPS LAND TITLE SURVEY*

SCALE:	1"=50'
FIELD DATE:	05/26/16
ISSUE DATE:	07/20/16
PREPARED BY:	GAM
TRF JOB NO.:	16-0093
SHEET NO.:	Sht 3 of 3

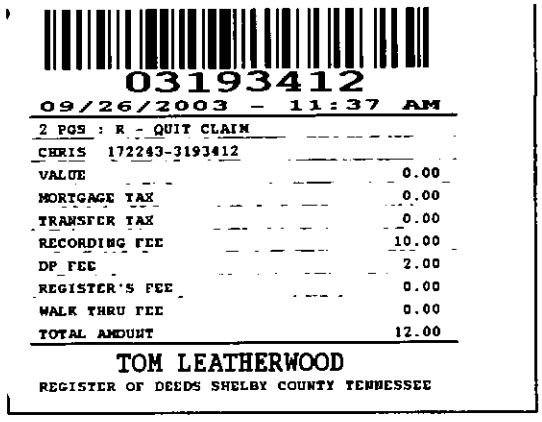
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Tom Leatherwood

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.



03193412

09/26/2003 - 11:37 AM

2 PGS : R - QUIT CLAIM	
CHRIS 172243-3193412	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

This Instrument Prepared By & Return To:
Ronald Harkavy
80 Monroe Avenue, Suite 700
Memphis, TN 38103

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **BELZ INVESTCO GP, a Tennessee general partnership** for and in consideration of Ten ($10) Dollars cash in hand paid and other good and valuable consideration does hereby bargain, sell, remise, release, quit claim and convey unto **WINDYKE PARK ASSOCIATES, L.P., a Tennessee limited partnership,** the following described real estate located in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

See Exhibit "A" For Legal Description

Being the same property conveyed to the party of the first part herein by Quit Claim Deed of record under Instrument No. AW 5947 and Certificate of Merger under Instrument No. JX 6670 in said Register's Office.

IN TESTIMONY WHEREOF, I have executed this instrument this the 24 day of September, 2003.

BELZ INVESTCO GP

BY: URCO, INC., a Tennessee Corporation,
ITS MANAGING GENERAL PARTNER

By: _____
JIMMIE D. WILLIAMS

****

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared **JIMMIE D. WILLIAMS**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Senior Vice President of **URCO, INC. , a Tennessee Corporation, which is the Managing General Partner of BELZ INVESTCO GP, a Tennessee general partnership**, the within named bargainor, and that he as such Senior Vice President of said Managing general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Tennessee general partnership By: URCO, INC., a Tennessee Corporation, its Managing general partner, by himself as Senior Vice President.

WITNESS my hand and seal at office on this 24th day of September, 2003.

_____
Notary Public

My Commission Expires: 6/7/06

****

Property Address:

3300 Cherokee Hills Drive
Memphis Tn 38125

Tax Parcel No:

D02-42-276
D02-42-286

Mail tax bills to Owner:

Makowsky & Ringel Incorporated
1010 June Road
Memphis, Tennessee 38119

I, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transaction is $0 and other good and valuable consideration.

_____
Affiant

Subscribed and sworn to before me this the 24th day of September, 2003.

_____
Notary Public

My Commission Expires:

6/7/06

EXHIBIT A

BEING PART OF PARCEL 1 OF THE BELZ INVESTCO L.P. PROPERTY AS RECORDED IN INSTRUMENT AW-5947, ALSO BEING PART OF THE WINDYKE PARK P.D. AMENDED FUTURE DEVELOPMENT AREA 'B' AS RECORDED IN PLAT BOOK 162, PAGE 20, RE-RECORDED IN PLAT BOOK 188, PAGE 61, ALSO BEING WINDYKE PARK SOUTH PD (PB. 168, PG. 67), ALL BEING OF RECORD AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A FOUND IRON PIN ON THE WEST LINE OF THE FOREST HILL HEIGHTS P.D. (PB. 145, PG. 60), SAID POINT BEING S0°16'05"W - 481.35 FEET SOUTH OF THE SOUTH LINE OF WINCHESTER ROAD (140' ROW) AS MEASURED ALONG SAID WEST LINE; THENCE CONTINUING ALONG THE WEST LINE OF SAID FOREST HILL HEIGHTS P.D., S0°16'05"W A DISTANCE OF 1239.53 FEET TO A FOUND IRON PIN, SAID PIN BEING THE NORTHWEST CORNER OF THE WOLF STRATEGIC INVESTMENTS L.P. PROPERTY (INST. Y9-6367); THENCE S0°20'25"W ALONG THE WEST LINE OF SAID WOLF STRATEGIC INVESTMENTS L.P. PROPERTY A DISTANCE OF 1186.83 FEET TO A SET IRON PIN, SAID PIN BEING NORTHEAST CORNER OF THE WOLF STRATEGIC INVESTMENTS L.P. PROPERTY (FU-1106); THENCE ALONG THE NORTH LINE OF SAID WOLF STRATEGIC INVESTMENTS L.P. PROPERTY N89°39'35"W A DISTANCE OF 817.96 FEET TO A FOUND IRON PIN, THE NORTHWEST CORNER OF SAID WOLF STRATEGIC INVESTMENTS L.P. PROPERTY, ALSO BEING ON THE EAST LINE OF THE WINDYKE COUNTRY CLUB, INC. PROPERTY (CU-5944); THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N46°43'27"W A DISTANCE OF 181.28 FEET TO A FOUND IRON PIN; THENCE N8°59'45"E A DISTANCE OF 317.70 FEET TO A FOUND 1" PIPE; THENCE N33°49'15"E A DISTANCE OF 567.76 FEET TO A FOUND 1" PIPE; THENCE N9°33'46"E A DISTANCE OF 569.70 FEET TO A FOUND IRON PIN; THENCE N4°41'42"E A DISTANCE OF 300.28 FEET TO A FOUND AXLE, SAID AXLE BEING THE SOUTHEAST CORNER OF PHASE 3, WINDYKE PARK P.D. (PB. 161, PG. 32); THENCE ALONG THE EAST LINE OF SAID PHASE 3, WINDYKE PARK P.D. N36°32'27"E A DISTANCE OF 68.85 FEET TO THE SOUTHWEST CORNER OF CHAMPION HILLS DRIVE (68' ROW) AS DEDICATED (PB. 161, PG. 33); THENCE ALONG THE SOUTH LINE OF SAID CHAMPION HILLS DRIVE, N62°12'05"E A DISTANCE OF 68.00 FEET TO THE SOUTHEAST CORNER OF SAID CHAMPION HILLS DRIVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PHASE 2, AREA "B", WINDYKE PARK P.D. (PB. 161, PG. 25); THENCE N33°45'23"E ALONG THE SOUTH LINE OF SAID PHASE 2, A DISTANCE OF 677.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,349,206 SQUARE FEET OR 30.974 ACRES.

MEMPHIS LIGHT, GAS, AND WATER
ADDRESS ASSIGNMENT CERTIFICATE

Attn: Address Assignment, P.O. Box 430, Memphis, TN 38101. Phone: (901) 729-8620 Fax: (901) 729-8605

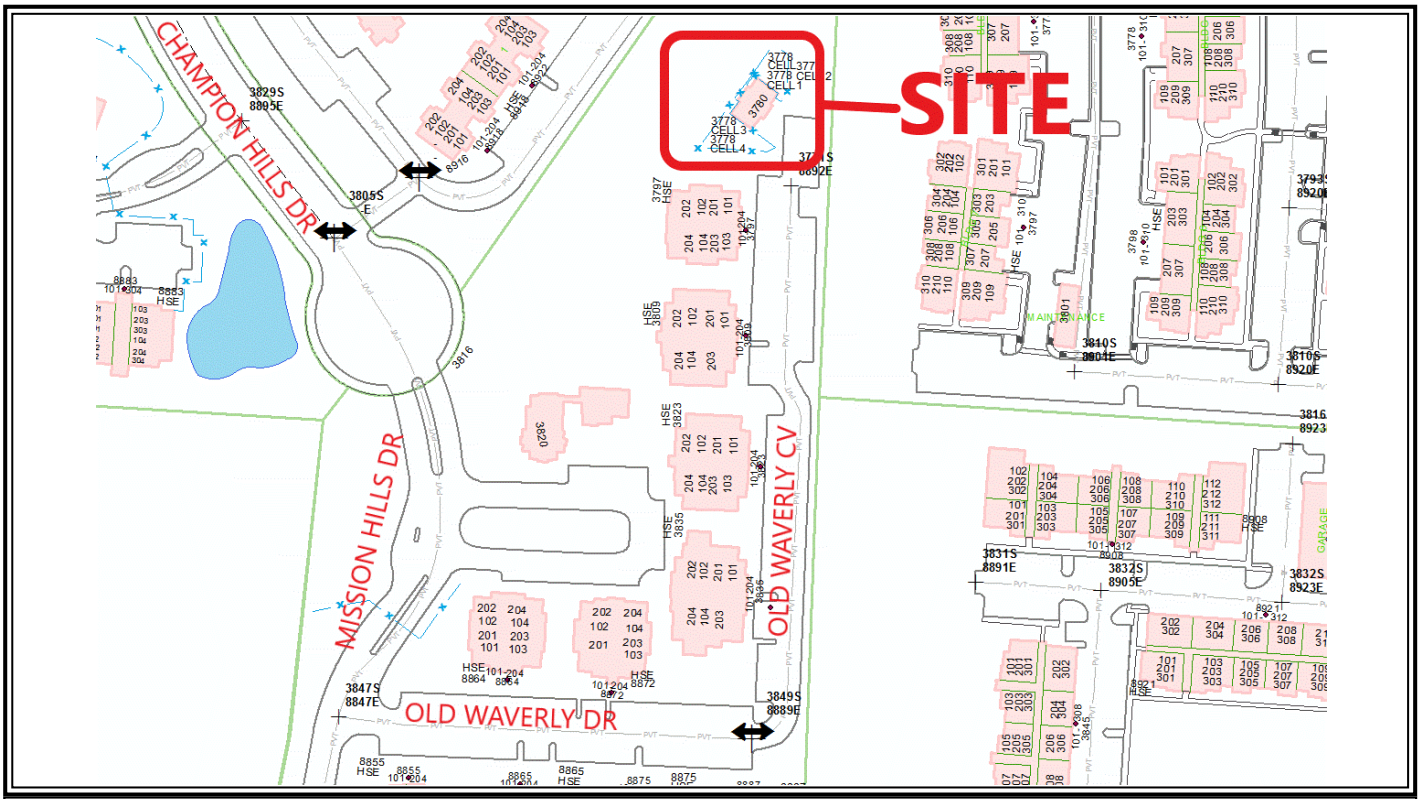
FULL ADDRESS:	3778 OLD WAVERLY CV - CELL								**Date Assigned:**	04-02-2025	
Street #:	3778	**Pre Dir:**		**Str Name:**	OLD WAVERLY			**Suffix:**	CV	**Post Dir:**	
Unit Type:		**Unit #:**		**Dwell Type:**	CELL	**City:**	MEMPHIS	**ZIP:**	38125	**Town:(location)**	MEMPHIS

Development Name:	PT Windyke PARK PD	**Phase:**	4	**Lot #:**	N/A
Property Description:	N/A			**Parcel ID:**	081093 00203

Requested By:	Craig Royal	**Phone:**	9012774083
Contact Email:	royal@towerventures.com		
Company:	TVT III, LLC	**Fax:**	N/A

Current Owner:	TVT III, LLC		
Owner Email:	Craig Royal	**Owner Cell:**	9012774083
Owner Phone:	9012774083	**Fax:**	
Present Address:	495 Tennessee Street, Suite #152	**City:**	Memphis
State:	TN	**Zip Code:**	38103
Address Assignment Representative: GINA BANNERMAN	Gina M. Bannerman		

Remarks: ADDRESS FOR CELL TOWER LOCATED IN MEMPHIS TN, 38125.

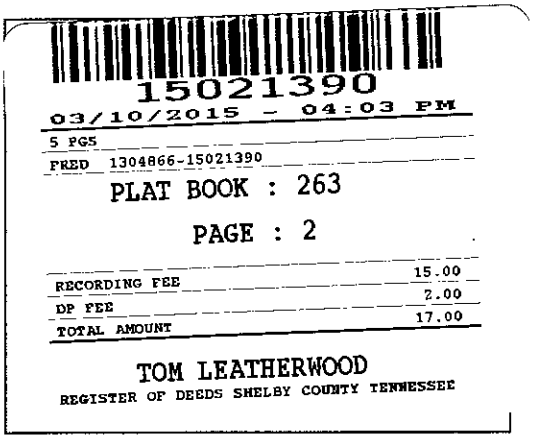


NOTE: *Use the "Full Address" shown at the top of this form when submitting requests for MLGW utility services or local building/construction code permits.*

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.


15021390
03/10/2015 - 04:03 PM
5 PGS
FRED 1304866-15021390
PLAT BOOK : 263
PAGE : 2
RECORDING FEE 15.00
DP FEE 2.00
TOTAL AMOUNT 17.00
TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

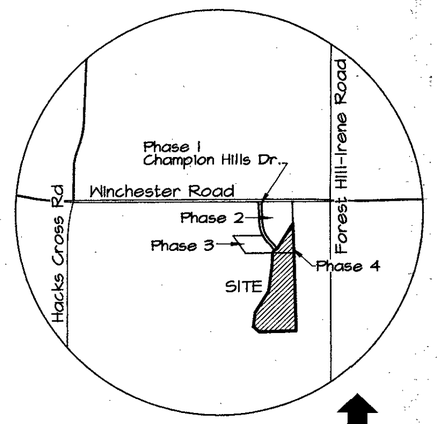
1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: http://register.shelby.tn.us Email: Tom.Leatherwood@shelbycountytn.gov
Join us on Facebook

SITE DATA

AREA	30.974 ACRES 1,349,206 S.F.
BULK REGULATIONS	R-ML
PARKING REQ'D 1.5 FOR EACH 1 BEDROOM 2 FOR EACH 2+ BEDROOM	680 SPACES
PARKING PROVIDED	599 STANDARD SPACES 82 GARAGED SPACES 82 TANDEM SPACES (IN FRONT OF GARAGES) 43 HANDICAP SPACES 806 TOTAL SPACES
INTERNAL LANDSCAPING REQ'D SHADE TREES (1 PER 20 EXTERIOR SPACES) LANDSCAPE AREA (300 S.F. PER 20 EXTERIOR SPACES)	36 TREES 10,590 S.F.
MAX. BUILDING HEIGHT	54'
ACTUAL BUILDING HEIGHT	28'-10"

BUILDING DATA

TYPE	NUMBER OF BUILDINGS	NUMBER OF UNITS PER BUILDING 1 BR	2 BR	3 BR	TOTAL UNITS
I	7	8	0	0	56
II	8	7	0	0	56
III	11	0	8	0	88
IV	13	0	7	0	91
V	9	0	3	4	63
				TOTAL NO. OF UNITS	354



VICINITY MAP
NTS

North

50 0 50

GRAPHIC SCALE IN FEET

SCALE: 1"=50'

RE-RECORDED

15021390
03/10/2015 - 04:03 PM
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FRED 1304866-15021390
PLAT BOOK : 263
PAGE : 2

RECORDING FEE	15.00
DP FEE	2.00
TOTAL AMOUNT	17.00

TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

03221607
11/04/2003 - 12:24 PM
5 PGS : R - SUBDIVISION PLAT
MAX 182527-3221607
PLAT BOOK : 207
PAGE : 22

RECORDING FEE	75.00
DP FEE	2.00
TOTAL AMOUNT	77.00

TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

THE CITY OF MEMPHIS SHALL HAVE INGRESS /EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC SEWER LINES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.

NO TREES, SCHRUBS, PERMANENT STRUCTURES, OR OTHER UTILITIES (EXCEPT FOR CROSSINGS) WILL BE ALLOWED WITHIN SANITARY SEWER EASEMENTS.

ALL PRIVATE DRAINAGE, SEWERS AND DRIVES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

NOTE:
THE AREAS DENOTED BY "RESERVED FOR STORM WATER DETENTION" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRSTOBTAINING WRITTEN PERMISSION FROM THE CITY OR COUNTY ENGINEER, AS APPLICABLE. 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/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.

ALL INTERIOR DRIVES SHALL BE PLANTED WITH STREET TREES AT 40' O.C. (SEE PLATE A-1 OF LANDSCAPE ORDINANCE)

INTERNAL LANDSCAPING SHALL PROVIDE A MIN. OF (36) SHADE TREES AND 10,590 S.F. OF LANDSCAPED AREA. SEE SHEET 3 OF 5 FOR PROPOSED LANDSCAPE PALETTE

REQUIRED SIDEWALKS

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURBLINE
CHAMPION HILLS DR.	5'	AROUND TURN-AROUND	4.5'

THE REQUIRED SIDEWALKS SHALL BE INSTALLED ACROSS THE FRONTAGES OF EACH LOT BY THE BUILDING PERMIT HOLDER PRIOR TO USE AND OCCUPANCY OF THE BUILDING. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE BUILDING. SIDEWALKS WILL BE PART OF THE PUBLIC IMPROVEMENTS CONTRACT.

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON F.E.M.A. COMMUNITY-PANEL 470214-0290, MAP NUMBER 47157C0290 E, DATED DECEMBER 2, 1994 FOR SHELBY COUNTY, TENNESSEE.

1 See Sheet 2 of 5

FOREST HILL ASSOCIATES
INSTR. NO. 6245-84
65.23 ACRES

PROPOSED PUBLIC SEWER ESMT. 2,912 S.F.

16.78' N89°44'08"W

MATCH LINE SHEET 2 OF 5

The Reaves Firm
Planning
Engineering
Landscape Architecture
Land Surveying
5118 Park Avenue, Suite 400 Memphis, TN 38117
Phone:901.761.2016 Fax:901.763.2847
www.ReavesFirm.com

03-0313

FINAL PLAT P.D. 96-322 CC
PHASE 4 - AREA 'B' FORMERLY P.D. 94-300 CC
WINDYKE PARK P.D. &

FINAL PLAT P.D. 97-363 CC
WINDYKE PARK SOUTH P.D.

OWNER/DEVELOPER: MRB-FOREST HILL L.P.
BY MRG, LLC, GENERAL PARTNER
2 LOTS - 30.974 ACRES
100 YEAR FLOOD ELEV. 307.0
SHELBY COUNTY, TENNESSEE
SEPTEMBER, 2003 SHEET 1 OF 5

copyright 2003 - The Reaves Firm, Incorporated

03-0313

CHAMPION HILLS DRIVE
60' R.O.W.
PHASE 1 - WINDYKE PARK P.D.
PL. BK. 161, PG 33

PHASE 2
WINDYKE PARK P.D.
BELZ INVESTCO L.P.
PL. BK. 161, PG 25
12.53 ACRES ±

PHASE 3
WINDYKE PARK P.D.
BELZ INVESTCO L.P.
PL. BK. 161, PG 32
6.02 ACRES

WINDYKE COUNTRY CLUB, INC.
INSTR. NO. CU-5444
375.46 ACRES

EX. 20' SANITARY SEWER EASEMENT INSTR. NO. AJ-1716

EXISTING TREES TO BE PRESERVED

EX. 15' DRAINAGE EASEMENT PL. BK 161, PG 25

15' WIDE PUBLIC DRAIN ESMT.

EXIST. CURB, GUTTER, & SIDEWALK

EXIST. PRIVATE DRAINAGE ESMT. NON-BUILDABLE AREA P.B. 161, PG. 25

60' PRIVATE DRAINAGE ESMT. NON-BUILDABLE AREA

25 L.F. OF EXIST. CURB CUT TO BE REMOVED & REPLACED WITH 33 L.F. OF NEW CITY STANDARD CURB CUT

3,149 Sq Ft 0.072 Ac

124.18' TO THE CENTERLINE OF WINCHESTER ROAD

NEW CURB, GUTTER & SIDEWALK

EX. 15' PUBLIC SEWER ESMT. P.B. 161, PG. 32

3,365 Sq Ft 0.077 Ac

PROPOSED CUL-DE-SAC DEDICATION 3,947 Sq Ft 0.091 Ac

EX. 15' PUBLIC DRAIN ESMT. P.B. 150, PG. 38

EXIST. ASPHALT PAVEMENT TO BE REMOVED

68' CITY STANDARD CURB CUT

LEASING OFFICE F.F.E. 321.00

PROPOSED BOX CULVERT TO BE MAINTAINED BY PROPERTY OWNERS

30' LANDSCAPE AREA

CARD READER

EX. 30' SANITARY SEWER EASEMENT PL. BK 150, PG 38

MISSION HILLS DRIVE SHALL BE PLANTED WITH STREET TREES AT 40' O.C. (SEE PLATE A-1 OF LANDSCAPE ORDINANCE)

Mission Hills Drive

Old Waverly Cove

TRASH RECEPTACLE

CAR WASH

NO PARKING

F.F.E. 319.75

F.F.E. 321.25

F.F.E. 321.75

F.F.E. 321.50

F.F.E. 321.75

N83°45'25"E-653.83'

N4°41'42"E-300.28'

N36°33'21"E-40.69'

S28°52'11"E-28.00'

S84°27'08"E-201.91'

S84°27'08"E-202.03'

N3°32'52"E-62.23'

S50°16'05"W-515.64'

N50°16'05"E-185.41'

N50°16'05"W-1294.53'

S50°16'05"W-216.91'

N50°16'05"E-347.05'

S27°16'02"W-16.78'

S50°33'52"W-46.37'

N24°35'08"E-43.26'

EX. 20' SANITARY SEWER EASEMENT INSTR. NO. AJ-1716

MATCH LINE
SHEET 1 OF 5

MISSION HILLS DRIVE SHALL BE PLANTED WITH STREET TREES AT 40' O.C. (SEE PLATE A-1 OF LANDSCAPE ORDINANCE)

WINDYKE COUNTRY CLUB, INC.
INSTR. NO. CU-5944
375.46 ACRES

North

50 0 50

GRAPHIC SCALE IN FEET

SCALE: 1"=50'

Old Waverly Drive

343.48'
S89°27'08"E

18.59'
S65°06'41"E

Mission Hills Drive

214.47'

30' LANDSCAPE AREA

30'

N4°33'46"E 569.70'

N4°33'46"E 514.92'

283.05'
N4°33'46"E

Burnt Pines Drive

265.82'
S80°26'14"E

Torrey Pines Circle

N33°49'15"E 367.76'

66.01'
S35°49'15"W

233.07'
N78°31'02"W

106.52'
S5°25'50"E

19.84'
S81°30'57"E

MATCH LINE
SHEET 3 OF 5

Type I F.F.E. 324.75
Type II F.F.E. 321.75
Type III F.F.E. 320.50
Type III F.F.E. 322.50
Type II H.C. F.F.E. 323.75
Type IV H.C. F.F.E. 326.75
Type II F.F.E. 321.50
Type III F.F.E. 328.50
Type III F.F.E. 326.50
Type IV F.F.E. 321.75
Type V F.F.E. 328.75
Type IV F.F.E. 321.75
Type III F.F.E. 328.75
Type IV F.F.E. 324.75
Type IV F.F.E. 321.50
Type II F.F.E. 328.75
Type IV F.F.E. 330.75
Type II F.F.E. 330.75
Type III H.C. F.F.E. 331.75

FITNESS CENTER F.F.E. 327.75

PERGOLA & GRILL AREA

POOL

DEVELOPMENT ADJACENT TO THE WINDYKE GOLF COURSE SHALL BE ORIENTED TOWARD THE GOLF COURSE AND PROVIDE AN ATTRACTIVE APPEARANCE FROM THE GOLF COURSE OR A 30' WIDE PLANTING SCREEN SHALL BE PROVIDED.

EXISTING TREES SHALL BE PRESERVED WITHIN THE PLANTING SCREEN ADJACENT TO THE GOLF COURSE AND SUPPLEMENTED WITH EVERGREEN TREES OR A MIXTURE OF DECIDUOUS AND EVERGREEN TREES SHALL BE PLANTED SIMILAR TO PLATE N-1 OF LANDSCAPE ORDINANCE OR EQUIVALENT. (SEE PLANT 'TREES FOR NATURALIZING' PLANT LIST SHEET 3 OF 5)

EXISTING TREES TO BE PRESERVED

RETAINING WALL HEIGHT VARIES 0'-6" TO 7'-6"

FOREST HILL ASSOCIATES
INSTR. NO. 6245-84
65.23 ACRES

EXISTING TREES TO BE PRESERVED

WOLF STRATEGIC INVESTMENTS L.P.
INSTR. NO. Y9-6367
13.1 ACRES

INTERNAL LANDSCAPING SHALL PROVIDE A MIN. OF (36) SHADE TREES AND 10,590 S.F. OF LANDSCAPED AREA. SEE SHEET 3 OF 5 FOR PROPOSED LANDSCAPE PALETTE

ALL INTERIOR DRIVES SHALL BE PLANTED WITH STREET TREES AT 40' O.C. (SEE PLATE A-1 OF LANDSCAPE ORDINANCE)

CURVE TABLE

No	RAD	ARC	TAN	CHORD		DELTA
1	30.00'	25.67'	13.68'	24.89'	S62°23'04"E	44°01'28"
2	75.00'	91.22'	52.21'	85.70'	S52°03'13"E	69°41'10"
3	684.00'	120.26'	60.29'	120.11'	N32°50'07"W	10°04'25"
4	75.00'	170.98'	163.12'	136.29'	S48°05'52"W	130°37'00"
5	75.00'	110.44'	68.01'	100.76'	N24°23'29"W	84°24'19"
6	30.00'	29.54'	16.09'	28.36'	N10°23'41"W	56°24'43"
7	616.00'	116.14'	58.24'	115.96'	S33°11'58"E	10°48'08"
8	275.00'	124.51'	63.34'	123.45'	S12°25'23"E	25°56'30"
9	80.00'	47.53'	24.49'	46.83'	S17°34'00"W	34°02'16"
10	30.00'	23.86'	12.60'	23.24'	S22°31'07"E	45°34'23"
11	30.00'	23.86'	12.60'	23.24'	S22°31'07"E	45°34'23"
12	200.00'	87.35'	44.38'	86.65'	S22°04'27"W	25°01'22"
13	75.00'	31.86'	16.18'	31.62'	S77°16'54"E	24°20'28"
14	32.00'	50.42'	32.16'	45.37'	N45°24'28"E	90°16'47"
15	400.00'	108.46'	54.56'	108.13'	S72°40'10"E	15°32'09"
16	150.00'	80.42'	41.20'	79.46'	N72°09'28"W	30°42'59"
17	206.76'	571.17'	1077.84'	406.11'	N22°20'30"E	158°16'57"
18	150.00'	63.51'	32.24'	63.03'	S21°41'30"W	24°15'29"
19	150.00'	153.94'	84.52'	151.99'	S07°26'08"W	58°47'59"
20	150.00'	128.01'	68.19'	124.16'	S19°01'02"W	48°53'43"
21	140.00'	354.56'	445.43'	267.12'	S29°05'14"E	146°06'15"

LINE TABLE

No	LENGTH	BEARING
1	28.16'	N36°32'27"E
2	68.00'	N62°12'05"E
3	44.12'	N33°45'23"E

RE-RECORDED

15021390
03/10/2015 - 04:03 PM
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FRED 1304866-15021390
PLAT BOOK : 263
PAGE : 2

RECORDING FEE	15.00
DP FEE	2.00
TOTAL AMOUNT	17.00

TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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11/04/2003 - 12:24 PM
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MAX 102527-3221607
PLAT BOOK : 207
PAGE : 22

RECORDING FEE	75.00
DP FEE	2.00
TOTAL AMOUNT	77.00

TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1

FINAL PLAT P.D. 96-322 CC
PHASE 4 - AREA 'B' FORMERLY P.D. 94-300 CC
WINDYKE PARK P.D. &
FINAL PLAT P.D. 97-363 CC
WINDYKE PARK SOUTH P.D.

OWNER/DEVELOPER: MRB-FOREST HILL L.P.
BY MRG, LLC, GENERAL PARTNER
2 LOTS - 30.974 ACRES
100 YEAR FLOOD ELEV. 307.0
SHELBY COUNTY, TENNESSEE
SEPTEMBER, 2003 SHEET 2 OF 5

The Reaves Firm
Planning
Engineering
Landscape Architecture
Land Surveying
5118 Park Avenue, Suite 400 Memphis, TN 38117
Phone:901.761.2016 Fax:901.763.2847
www.ReavesFirm.com

03-0313

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03-0313

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MATCH LINE
SHEET 2 OF 5

WINDYKE COUNTRY CLUB, INC.
INSTR. NO. CU-5944
375.46 ACRES

N33°44'15"E-367.16'

30' LANDSCAPE AREA

N8°54'45"E-317.70'

N46°43'21"W-181.28'

WOLF STRATEGIC INVESTMENTS L.P.
INSTR. NO. FU-1106
82.67 ACRES

N84°34'35"W-817.96'

RESERVED FOR STORMWATER DETENTION

EXISTING TREES TO BE PRESERVED

INTERNAL LANDSCAPING SHALL PROVIDE A MIN. OF (36) SHADE TREES AND 10,540 S.F. OF LANDSCAPED AREA. SEE THIS SHEET FOR PROPOSED LANDSCAPE PALETTE

Mission Hills Drive

Torrey Pines Circle

Mission Hills Cove

147.00' N11°58'27"W

27.98' S45°21'55"W

61.34' N56°41'54"W

285.77' N11°35'11"E

210.18' N78°21'38"E

122.11' S4°18'52"W

141.18' S11°38'22"E

149.91' S18°24'44"E

36.00' S18°24'44"E

54' R

460' R

9' typ.

RETAINING WALL HEIGHT VARIES 0'-0" TO 9'-0"

ALL INTERIOR DRIVES SHALL BE PLANTED WITH STREET TREES AT 40' O.C. (SEE PLATE A-1 OF LANDSCAPE ORDINANCE)

EXISTING TREES TO BE PRESERVED

S0°20'25"W-1186.83'

WOLF STRATEGIC INVESTMENTS L.P.
INSTR. NO. Y9-6367
13.1 ACRES

CAR WASH
F.F.E. 333.50

RETAINING WALL

EX. TRANSMISSION EASEMENT 100'
DB 1740, Pg 191

31	Type I	F.F.E. 329.50
30	Type V	F.F.E. 330.50
29	Type II	F.F.E. 331.75
28	Type IV	F.F.E. 332.75
50	Type V	F.F.E. 328.75
49	Type IV	F.F.E. 328.75
48	Type IV	F.F.E. 328.75
47	Type III	F.F.E. 330.00
46	Type IV	F.F.E. 331.75 H.C.
45	Type III	F.F.E. 332.50
44	Type V	F.F.E. 333.75 H.C.
43	Type V	F.F.E. 333.75
42	Type V	F.F.E. 333.75
41	Type V	F.F.E. 333.75
40	Type IV	F.F.E. 332.75
39	Type III	F.F.E. 332.75 H.C.
38	Type IV	F.F.E. 332.00
37	Type I	F.F.E. 331.75
36	Type III	F.F.E. 331.50
35	Type II	F.F.E. 330.75
34	Type I	F.F.E. 329.75
33	Type V	F.F.E. 331.00

Proposed Landscape Palette

BOTANICAL NAME	COMMON NAME	SIZE
Street and Shade Trees (Tree A):		
Acer rubrum 'Autumn Flame'	Autumn Flame Red Maple	3-6" cal.
Liriodendron tulipifera	Tulip Tree	3-6" cal.
Quercus rubra	Northern Red Oak	3-6" cal.
Quercus shumardii	Shumard Oak	3-6" cal.
Quercus phellos	Willow Oak	3-6" cal.
Taxodium distichum	Bald Cypress	3-6" cal.
Ulmus parvifolia	Lacebark Elm	3-6" cal.
Zelkova serrata 'Green Vase'	Green Vase Zelkova	3-6" cal.
Evergreen Trees:		
Cryptomeria japonica 'Yoshino'	Yoshino Cryptomeria	7 - 12' ht.
Cupressocyparis leylandii	Leyland Cypress	7 - 12' ht.
Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	6 - 7' ht.
Ilex x attenuata 'Fosteri'	Foster Holly	6 - 7' ht.
Ilex x attenuata 'Savannah'	Savannah Holly	6 - 7' ht.
Ilex vomitoria	Yaupon Holly	6 - 7' ht.
Juniperus virginiana	Eastern Red Cedar	6 - 7' ht.
Magnolia grandiflora	Southern Magnolia Cultivar	8 - 14' ht.
Pinus taeda	Loblolly Pine	2 - 3" cal.
Thuja occidentalis 'Emerald'	Emerald Green Arborvitae	7 - 8' ht.

Ornamental Trees:		
Acer buergerianum	Trident Maple	1 1/2 - 2 1/2" cal.
Chionanthus virginicus	American Fringetree	1 1/2 - 2 1/2" cal.
Chionanthus retusus	Chinese Fringetree	1 1/2 - 2 1/2" cal.
Cornus florida	Flowering Dogwood	1 1/2 - 2 1/2" cal.
Cornus kousa	Kousa Dogwood	1 1/2 - 2 1/2" cal.
Ilex cornuta 'Burfordii'	Treeform Burford Holly	10 - 12' ht.
Koelreuteria paniculata	Goldenrain Tree	10 - 12' ht.
Lagerstroemia x 'Natchez'	Natchez Crapemyrtle	1 1/2 - 2" cal.
Lagerstroemia x 'Muskogee'	Muskogee Crapemyrtle	1 1/2 - 2" cal.
Lagerstroemia x 'Cherokee'	Cherokee Crapemyrtle	1 1/2 - 2" cal.
Magnolia x soulangiana	Saucer Magnolia	6 - 7' ht.
Trees for Naturalizing:		
Betula nigra	River Birch	1 1/2 - 2 1/2" cal.
Carpinus caroliniana	Ironwood	1 1/2 - 2 1/2" cal.
Cercis canadensis	Red Bud	1 1/2 - 2 1/2" cal.
Chionanthus virginicus	American Fringetree	1 1/2 - 2 1/2" cal.
Cornus florida	Flowering Dogwood	1 1/2 - 2 1/2" cal.
Juniperus virginiana	Eastern Red Cedar	10 - 12' ht.
Magnolia virginiana	Sweet Bay	10 - 12' ht.

- All shrubs and groundcover will be of variety most beneficial to the intent of proposed development.
- All species will be those that are usual and customary for Shelby County's climate.
- The exact locations of landscaping has not yet been determined.

North

50 0 50

GRAPHIC SCALE IN FEET

SCALE: 1"=50'

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FINAL PLAT
PHASE 4 - AREA 'B' P.D. 96-322 CC
FORMERLY P.D. 94-300 CC
WINDYKE PARK P.D. &

FINAL PLAT P.D. 97-363 CC
WINDYKE PARK SOUTH P.D.

OWNER/DEVELOPER: MRB-FOREST HILL L.P.
BY MRG, LLC, GENERAL PARTNER
2 LOTS - 30.974 ACRES
100 YEAR FLOOD ELEV. 307.0
SHELBY COUNTY, TENNESSEE
SEPTEMBER, 2003

SHEET 3 OF 5

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CARIS 2002A1 D:\Projects\2003\03-0313 Highlands\plat.dwg Oct 24, 2003 - 10:00am

P.D. 96-322 CC
Windyke Park P.D.
Outline Plan Conditions

I. Uses Permitted
  A. Area A
    1. Any use permitted by right and administrative site plan review in the General Offfice (O-G) District, including retail uses, day care, music or dance academy services, cleaning pick-up station, apothecary, medical services, optical dispensary, and post office as limited in Condition II.A.3.
    2. Motel
    3. Single Family Attached and Detached dwellings.
  B. Area B
    Any use permitted by right and administrative site plan review in the R-ML District.

II. Bulk Regulations
  A. Area A - Commercial and office uses shall be governed by the O-G district regulations with the following exceptions:
    1. Maximum floor area ratio - 0.35.
    2. Maximum building height - 54 feet or four stories, whichever is less.
    3. Retail uses, day care, cleaning pick-up station and post office are limited to 5,000 square feet per building on the first floor or a maximum of 15,000 square feet on the subject property.
  B. Area A - Residential uses shall conform with the R-S6 District regulations with the following exceptions:
    1. Maximum of 5 units per acre.
    2. Setbacks: front - 30 feet; side - 5 feet
  C. Area B - The bulk regulations of the R-ML District shall apply, except there shall be a maximum of 14 units per acre.

III. Access and Circulation
  A. Dedicate 67 feet from centerline of Winchester Road and improve in accordance with the Subdivision Regulations.
  B. Dedicate a north/south collector street and improve 34 feet from the centerline in accordance with the Subdivision Regulations.
  C. Dedicate an east/west collector street between the north/south collector to the eastern property line located approx. 1,200 feet south of Winchester Road to align with the collector street in the Forest Hills Heights Planned Development and improve 34 feet from the centerline in accordance with the subdivision regulations.
  D. Internal circulation shall be provided between all adjacent phases/sections of the development.
  E. Provide a median opening in Winchester Road at the location of the 68-foot wide collector street in addition to the existing median opening at Tournament Drive at a minimum 600 foot separation.
  F. Permit three curb cuts on Winchester Road as follows:
    1. Two curb cuts in Area A.
    2. One curb cut in Area B.
  G. All streets shall meet the sight distance requirements of the Subdivision Regulations.

IV. Landscaping and Screening
  A. Winchester Road and all interior streets shall be landscaped with Plate A-1, A-2, or A-3.
  B. Existing trees shall be preserved wherever feasible and incorporated into the required landscaping/screening areas.
  C. Internal landscaping shall be provided at a ratio of 300 feet of landscaped area and one shade tree per every 20 parking spaces. Required perimeter landscaping shall not be included when calculating internal landscaping.
  D. Development adjacent to the Windyke Golf Course shall be oriented toward the golf course and provide an attractive appearance from the golf course or a thirty foot wide planting screen shall be provided adjacent to the golf course. Existing trees shall be preserved within the planting screen area and supplemented with evergreen trees or a mixture of deciduous and evergreen trees shall be planted similar to Plate N-1 of the Landscape Ordinance or an equivalent. The 30 foot wide planting screen shall be provided exclusive of the required rear yard.
  E. All required landscaping and screening shall not conflict with any easements including overhead wires.
  F. Equivalent landscaping may be substituted for that required above, subject to the approval of the Office of Planning and Development.
  G. Lighting shall be directed so as not to glare onto residential property.
  H. Refuse containers shall be completely screened from view from adjacent properties and public roads.
  I. On commercial and office buildings, all heating and air conditioning equipment including that located on the roof shall be screened through the use of architectural features or landscaping.
  J. On commercial and office buildings, utility features such as electrical wiring and meters shall also be screened using architectural features or landscaping.
  K. All loading facilities shall be screened from view of the public roads and adjacent properties.
  L. A detailed landscape and site lighting plan shall be approved by the Office of Planning and Development prior to the issue of any building permit. Further, no final use and occupancy permit shall be issued without the express written certification by the Office of Planning and Development that the development is in conformance with the approved landscaping and site lighting plan.

V. Signs shall be regulated by the O-G District requirements in Area A and by the R-ML District requirements in Area B.

VI. Drainage
  A. All drainage plans shall be submitted to the City/County Engineer(s) for review.
  B. Drainage improvements including possible on-site detention to be provided under contract in accordance with the Subdivision Regulations and the City of Memphis Drainage Design Manual.
  C. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourse on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq.).

VII. The Land Use Control Board may modify the bulk, access, circulation, parking, landscaping, loading, screening, signage, and other site requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action file a written appeal to the director of Office of Planning and Development, to have such action reviewed by the Appropriate Governing Bodies.

VIII. Other
  A. All commercial and office buildings, signs, and other structures shall be constructed in a consistent architectural style and use consistent building materials.
  B. Buildings of metal or concrete block siding shall be prohibited.
  C. A rendering of the exterior appearance of proposed commercial and office buildings and signs with proposed siding and roof materials labeled shall be provided on any final plan subject to the approval of the Office of Planning and Development.
  D. The 2.01 acre John Frazier tract may be added into Area A of the planned development through approval of a correspondence application by the Land Use Control Board.

IX. A final plan shall be filed within 5 years of the approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

X. All common open space features shall be maintained by a property owners association. The first phase of development adjacent to a common open space shall include the common open space within the site plan for that phase.

XI. Site Plan Review by the Land Use Control Board
  A. A site plan shall be submitted for the review, comment, and recommendation of the Office of Planning and Development (OPD) and appropriate City and County agencies and the approval of any final plan.
  B. The site plan shall be submitted at least twenty days prior to a Land Use Control Board meeting and shall included the following information:
    1. The location, dimensions, floor area, and height of all buildings, structures, signs, and parking areas.
    2. Specific plans for internal and perimeter landscaping and screening including plant material types and sizes.
    3. The location and use of open space.
    4. The proposed exterior appearance of buildings and signs.
    5. The location of loading facilities and trash receptacles.
    6. Proposed means of access and circulation of automobile and pedestrian traffic.
    7. General alignment of the east/west and north/south collector streets across the property including streetscaping and pedestrian movement.
  C. The site plan shall be reviewed based upon the following criteria:
    1. Conformance with the outline plan conditions and the Subdivision Regulations.
    2. Conformance to the standards and criteria for commercial planned developments contained in Sections 14.C. and 14.E. of the Zoning Ordinance.
    3. Compatibility with adjacent properties, particularly with the adjacent Windyke Golf Course as judged form the final elements of the site development.
    4. Providing an attractive corridor along Winchester Road through the use of building design, orientation, landscaping, and screening.

XII. Any final plan shall include the following:
  A. The Outline Plan Conditions,
  B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements,
  C. The exact location and dimensions including height of buildings or buildable areas, parking areas, utility easements, drives, trash receptacles, loading facilities, and required landscaping and screening areas,
  D. The content of all landscaping and screening to be provided.
  E. The location of trees and groups of trees to be preserved and required landscaping/screening areas,
  F. The location and ownership, whether public or private, of any easement,
  G. If applicable, a statement conveying all common facilities and areas to a property owners' association or other entity, for ownership and maintenance purposes,
  H. Building and sign illustrations as required by conditions VIII.A, B, and C,
  I. An overall landscaping plan including streetscapes and common areas,
  J. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: 'The areas demoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City of County Engineer, as applicable. 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/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.

P.D. 97-363 CC
Windyke Park South P.D.
Outline Plan Conditions

I. Uses Permitted:
  A. Any use permitted by right or administrative site plan review in the R-ML District.
  B. Accessory structures and uses in accordance with Section 27 of the zoning ordinance-regulations.

II. The bulk regulations of the R-ML District shall apply, except there shall be a maximum of twelve (12) dwelling units per acre.

III. Access and Circulation:
  A. All private and service drives shall be constructed to provide a minimum pavement width of twenty-two (22) feet in accordance with Subdivision Regulations.
  B. The design, location and number of curb-cuts shall be subject to the review and approval of the City/County Engineer(s).
  C. Internal circulation shall be provided between all adjacent phases/sections of the development.
  D. All major collector streets shall be designed to meet the sight-distance requirements of the Subdivision Regulations.

IV. Landscaping and Screening:
  A. Champion Hills Drive and Crestwyn Hills Drive shall be landscaped with a Plate A-1, A-2 or A-3.
  B. All interior streets shall be landscaped with Plate A-1, A-2 or A-3.
  C. Existing trees shall be preserved wherever feasible and incorporated into the required landscaping and screening areas.
  D. Internal landscaping shall be provided at a ratio of 300 feet of landscaped area and one shade tree per every 20 parking spaces. Required perimeter landscaping shall not be included when calculating internal landscaping.
  E. Development adjacent to the Windyke Golf Course shall be oriented toward the golf course and provide an attractive appearance from the golf course or a thirty-foot wide planting screen shall be provided adjacent to the golf course. Existing trees shall be preserved within the planting screen area and supplemented with evergreen trees or a mixture of deciduous and evergreen trees shall be planted similar to Plate N-1 of the Landscape Ordinance or an equivalent. The 30-foot wide planting screen shall be provided exclusive of the required rear yard.
  F. All required landscaping and screening shall not conflict with any easements including overhead wires.
  G. Equivalent landscaping may be substituted for that required above, subject to the approval of the Office of Planning and Development.
  H. Lighting shall be directed so as not to glare onto residential property.
  I. Refuse containers shall be completely screened from view from adjacent properties and public roads.
  J. A detailed landscape and site lighting plan shall be approved by the Office of Planning and Development prior to issuance of any building permit. Further, no final use and occupancy permit shall be issued without the express written certification by the Office of Planning and Development that the development is in conformance with the approved landscaping and site lighting plan.

V. Signs shall be as regulated by the Multiple Dwelling Residential (R-ML) District requirements.

VI. Drainage and Sewer:
  A. All drainage plans shall be submitted to the City/County Engineer(s) for review and approval.
  B. Drainage improvements including possible on-site detention shall be provided under contract in accordance with the Subdivision Regulations and the City of Memphis Drainage Design Manual.
  C. This project shall be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq.).
  D. The developer must demonstrate that he can provide adequate sewer service to the property.

VII. The Land Use Control Board may modify the bulk, access, circulation, parking, landscaping, loading, screening, signage, and other site requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action file a written appeal to the director of Office of Planning and Development, to have such action reviewed by the Appropriate Governing Bodies.

VIII. A final plan shall be filed within five years of the approval of the Outline Plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. All common open space features shall be maintained by a property owners association. The first phase of development adjacent to a common open space shall include the common open space within the site plan for that phase.

X. Any Final Plan shall include the following:
  A. The outline plan conditions;
  B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements;
  C. The exact location and dimensions including height of buildings or buildable areas, parking areas, utility easements, drives, trash receptacles, loading facilities, and required landscaping and screening areas;
  D. The content of all landscaping and screening to be provided;
  E. The location of trees and groups of trees to be preserved and required landscape/screening areas;
  F. The location and ownership, whether public or private of any easement(s); if applicable, a statement conveying all common facilities and areas to a property owners' association or other entity, for ownership and maintenance purposes;
  G. An overall landscape plan including streetscapes and common areas; and
  H. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserve for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. 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/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.

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FINAL PLAT P.D. 96-322 CC
PHASE 4 - AREA 'B' FORMERLY P.D. 94-300 CC
WINDYKE PARK P.D. &
FINAL PLAT P.D. 97-363 CC
WINDYKE PARK SOUTH P.D.
OWNER/DEVELOPER: MRB-FOREST HILL L.P.
BY MRG, LLC, GENERAL PARTNER
2 LOTS - 30.974 ACRES
100 YEAR FLOOD ELEV. 307.0
SHELBY COUNTY, TENNESSEE
SEPTEMBER, 2003 SHEET 4 OF 5

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PETITION FOR ANNEXATION BY THE CITY OF MEMPHIS

I MRB- Forest Hill LP (owner's name) owner of the property shown on this plan of development, request that the City of Memphis annex the land contained within this plan of development at the time the City deems appropriate. I further covenant that this request shall be binding on all successors, their heirs or assigns and shall be covenant running with the land, in accordance with the terms of the restrictive covenant to be made a part of the plat of subdivision, final plan or deed. I hereby grant the City the right to enforce the provisions of this petition.

By MRG LLC General Partner
Gary Makovsky Manager 1/9/2003
SIGNATURE DATE

RESTRICTIVE COVENANT

WHEREAS, MRB-Forest Hill L.P. (owner's name) the owner of this plan of development wishes to obtain sanitary sewer services for this plan of development from the City of Memphis.

NOW, THEREFORE, the owner of this plan of development hereby petitions the City of Memphis to annex the land contained within this plan of development when and in the manner deemed necessary by the City of Memphis and grants the City the right to enforce the provisions of this covenant.

This covenant is binding on the owners, their heirs or successors and assigns and is a covenant running with the land and is binding until fulfilled on all successors in title to the above described property when recorded with the Shelby County Register's Office.

The following statement shall be placed on all deeds or transfers, either in whole or in part, of this property:

"This property is located in the Memphis Annexation Reserve Area. The owner has petitioned the City of Memphis to annex the property at such time as the City deems appropriate and grants the City the right to enforce the provisions contained in the plat of record. This covenant shall be binding on all successors, their heirs or assigns."

By: MRG LLC, General Partner
Gary Makovsky Manager 1/9/2003
SIGNATURE DATE

Owner's Certificate

I/We, MRB-Forest Hill LP, the undersigned owner(s) of the property shown, hereby adopt this plat as my (our) plan of development and dedicate the streets, rights-of-way, and grant the easements as shown and/or described to public use forever. I (We) certify that I (we) am (are) the owner(s) of the said property in fee simple, duly authorized to act, and that said property is not encumbered by any taxes (or mortgages) which have become due and payable.

By: MRG, LLC General Partner
Gary Makovsky Manager 2/23/2015
Signature

Notary's Certificate
State of Tennessee
County of Shelby

Before me, the undersigned, a Notary Public in and for the said State and County at Memphis, Duly commissioned and qualified, personally appeared Gary Makovsky, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Manager of the MRG LLC, the within named bargainer, and that he executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Memphis, this 23rd day of February, 2015.

Notary Public Barbara Taylor
My Commission Expires 3/12/18

Barbara Taylor
State of Tennessee
Notary Public
Shelby County

Engineer's Certificate

It is hereby certified that this plat is true and correct, is in conformance with the design requirements of the Zoning Ordinance, the Subdivision Regulations and the specific conditions imposed on this development, and takes into account all applicable federal, state and local building laws and regulations.

By: (Seal) (Date)
Tennessee Certificate No. 6408

HARVEY C. MARCOM JR. REGISTERED ENGINEER 2-12-15 NO. 6408 STATE OF TENNESSEE

Engineer's Certificate

It is hereby certified that this plat is true and correct, is in conformance with the design requirements of the Zoning Ordinance, the Subdivision Regulations and the specific conditions imposed on this development, and takes into account all applicable federal, state and local building laws and regulations.

By: Patrick C. Reaves (Seal) (Date)
Tennessee Certificate No. 104186

PATRICK C. REAVES REGISTERED ENGINEER No. 104186 STATE OF TENNESSEE 1/9/03

Surveyor's Certificate

I hereby certify that this is a category I survey and that the ratio of precision of the unadjusted survey is 1: 15,000 or greater; that this plat has been prepared by me or under my individual supervision and conforms with applicable State Laws and local Zoning Ordinances, Subdivision Regulations and the specific conditions imposed on this development relating to the practice of surveying.

By: 1/9/03

REGISTERED LAND SURVEYOR No. 887 STATE OF TENNESSEE

Mortgage certificate
Out of state

Mortgagee's Certificate

We, ~~The Northwestern Mutual Life Insurance Company~~, the undersigned mortgagee of the property shown hereon, hereby consent and agree to the plan of development as submitted by MRB-Forest Hill LP, owner(s) of the property.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
By: Northwestern Mutual Investment Management Company, LLC, its investment adviser
Institution

By: Daniel M. Flesch
Signature Director

Notary's Certificate

State of Wisconsin
County of Milwaukee

Before me, the undersigned, a Notary Public in and for the said State and County at Milwaukee, Duly commissioned and qualified, personally appeared Daniel M. Flesch, with whom I am personally acquainted, and who upon his (her) oath acknowledged himself (herself) to be the Director of the Northwestern Mutual Investment Management Company, LLC, the within named bargainer, and that he (she) executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Milwaukee, this 26th day of February, 2015.

Notary Public Pamela J. Gulczynski
Pamela J. Gulczynski
My Commission Expires October 30, 2018

PAMELA J. GULCZYNSKI NOTARY PUBLIC STATE OF WISCONSIN

Office of Planning and Development Certificate

This plat is being re-recorded to show the addition of a pergola/grill area behind the fitness center.

By: Date: 3-9-15
Director, Office of Planning & Development

City Engineer: NA, County Engineer: NA, OPD: JDJ 3-9-15

Office of Planning and Development Certificate

This plat conforms with the planned developments acted on by the Land Use Control Board on 6-13-96 & 11-13-97, and approved by the Memphis City Council on 8-6-96 & 12-2-97 and/or the Shelby County Board of Commissioners on 7-22-96 & 12-8-97.

By: Mary L. Baker Date: 10/28/03
Director, Office of Planning & Development

City Engineer WG, County Engineer tb, OPD Matthew Hall

Owner's Certificate

I/We, MRB-Forest Hill LP, the undersigned owner(s) of the property shown, hereby adopt this plat as my (our) plan of development and dedicate the streets, rights-of-way, and grant the easements as shown and/or described to public use forever. I (We) certify that I (we) am (are) the owner(s) of the said property in fee simple, duly authorized to act, and that said property is not encumbered by any taxes (or mortgages) which have become due and payable.

By: MRG, LLC General Partner
Gary Makovsky Manager 1/9/2003
Signature

Notary's Certificate
State of Tennessee
County of Shelby

Before me, the undersigned, a Notary Public in and for the said State and County at Memphis, Duly commissioned and qualified, personally appeared Gary Makovsky, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the General Partner of the MRG, LLC, the within named bargainer, and that he executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Memphis, this 9th day of January, 2003.

Notary Public Sandra J. Whelan
My Commission Expires MY COMMISSION EXPIRES JUNE 7, 2006

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03-0313

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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, Micheal Greenberg, Chief Manager
WINDYKE PARK ASSOCIATES LP

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

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

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

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

of the property located at: **3800 CHAMPION HILLS DR**
and further identified by Assessor's Parcel Number : **D0242 00472**,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 21st day of October in the year of 2025.

Michelle McCracken
Signature of Notary Public

MICHELLE MCCRACKEN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY My Commission Expires 06-01-2029

8-1-2029
My Commission Expires

TVT III, LLC - Tower Ventures
Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

November 17th, 2025

Memphis and Shelby County Dept. of Planning and Development
Memphis City Hall
C/O Mr. Brett Ragsdale
Suite # 477
125 North Mid-American Mall
Memphis, TN 38103-2084

RE: Site Name: TN 1932; Windgarden **Letter of Shared Use** for a One Hundred Thirty Foot (130' to top of branches) Mono-pine (Tree Style) Communications ("CMCS") Tower at 3778 Old Waverly RD, Memphis, TN 38125 (Parcel ID # D0242 00472) SUP Application.

Dear Mr. Ragsdale:

TVT III, LLC – Tower Ventures, kindly commits to allow shared use (Colocation) of the proposed tower at 3778 Old Waverly RD Ave (Parcel ID #DO 242 00472), Memphis, TN 38125 in capacities based on existing and planned use, and if a future applicant agrees in writing to pay any reasonable charge for shared use, the potential use is technically compatible, and the future applicant is in good standing. The tower will be built to accommodate all current and active licensed cellular carriers in the Memphis/Midsouth Area.

Sincerely,



Lou Katzerman
Sr. Site Acquisition and Zoning Manager
TVT III, LLC - Tower Ventures
Office: 901-244-4017
lou@towerventures.com

TVT III, LLC - Tower Ventures
Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

November 17th, 2025

Memphis and Shelby County Dept. of Planning and Development
Memphis City Hall
C/O Mr. Brett Ragsdale
Suite # 477
125 North Mid-American Mall
Memphis, TN 38103-2084

RE: Site Name: TN 1932; Windgarden **Letter of Governmental Compliance** for a One Hundred Thirty Foot (130' to top of branches) Mono-pine (Tree Style) Communications ("CMCS") Tower at 3778 Old Waverly RD, Memphis, TN 38125 (Parcel ID # D0242 00472) SUP Application.

Dear Mr. Ragsdale:

The proposed Tree Style Communications Tower at 3778 Old Waverly RD (Parcel ID # D0242 00472) Memphis, TN 38125 will kindly comply with all regulations administered by the Federal Aviation Administration, the Federal Communications Commission, the EPA and all other applicable Federal, State and Local governmental bodies.

Sincerely,



Lou Katzerman
Sr. Site Acquisition and Zoning Manager
TVT III, LLC - Tower Ventures
Office: 901-244-4017
lou@towerventures.com

TVT III, LLC - Tower Ventures

Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

November 17, 2025

Memphis and Shelby County Dept. of Planning and Development
Memphis City Hall
C/O Mr. Brett Ragsdale, Administrator
Suite: 468
125 North Mid-American Mall
Memphis, TN 38103-2084

RE: Site Name: TN 1932; Wingarden: **Letter of Intent** for a One Hundred Thirty Foot (130'to top of branches) Mono-pine, "Tree Style" Communications ("CMCS") Tower at 3778 Old Waverly RD, Memphis, TN 38125 (Parcel ID # D0242 00472)

Dear Mr. Ragsdale:

TVT III, LLC (Tower Ventures), 495 Tennessee Street, Suite: 152 Memphis, TN 38103 proposes to construct a one hundred thirty-foot (130') CMCS Mono-pine, "Tree Style" tower at 3778 Old Waverly RD (Parcel ID #D0242 00472) Memphis, TN 38125. The tower will be a Mono-pine design. It will be built to support cellular communications and wireless data services. The tower will be designed to support the three active cellular carriers in Memphis. Meaning the tower will be able to collocate, Verizon, ATT and T-Mobile. The tower will be equipped with a climbing apparatus.

Site equipment will be placed in two separate lease areas. One for our anchor tenant, Verizon Wireless and the tower itself, along with a second lease area to accommodate both ATT & T-Mobile in their future use. A 6' (six foot) wooden fence will be constructed around the lease area to conceal the ground equipment. The Compound Gates will be chain-link, with privacy slats. The site will be concealed from view due to the tower being placed in the NE corner of an existing apartment complex, the site base will be shielded from Winchester RD views. We plan to preserve as much existing vegetation as possible in lieu of a landscape screen.

There is a need for improved cellular coverage in this area of Memphis. Our client, Verizon Wireless, has provided detailed before and after coverage maps that clearly demonstrate this need. The CMCS equipment planned for the proposed tower cannot be accommodated on any existing structures because there are no appropriate existing structures or pending structures to accommodate the planned equipment, considering, among other factors, the licensees' system requirements. The nearest existing tower is .642 miles SW from the proposed site. Therefore, the proposed tower is needed so that the licensees can provide better cellular coverage and can improve their E911 emergency services network. The citizens of Memphis and Shelby benefit each time a licensee expands its network coverage because each site enhances the licensee's ability to provide emergency response services.

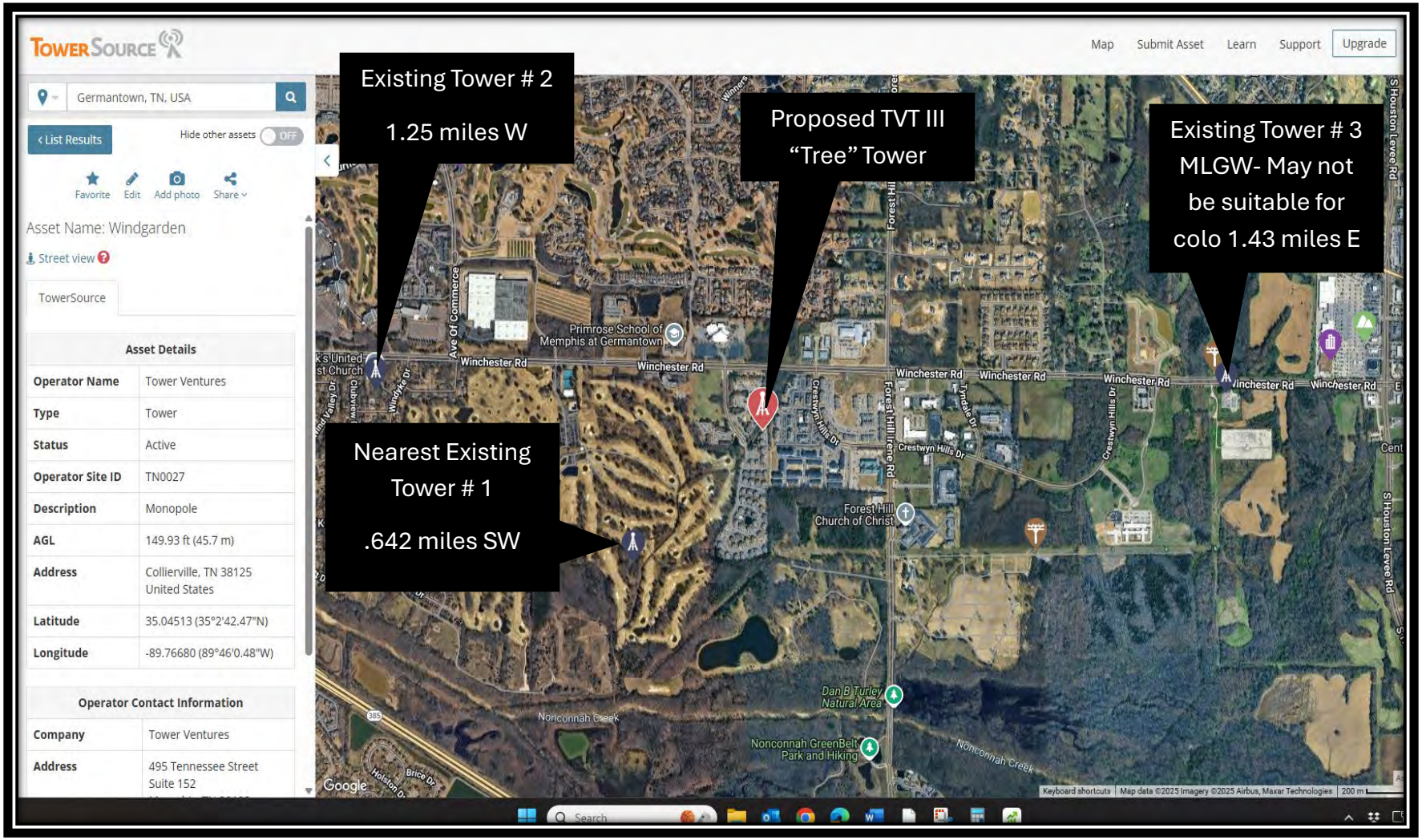
TVT III, LLC - Tower Ventures, appreciates the Memphis and Shelby County Dept. of Planning and Development's consideration of this SUP application. Please contact me on (901) 244-4017 if you have any questions concerning this application. Many thanks.

Sincerely,



Lou Katzerman
Sr. Site Acquisition and Zoning Manager
TVT II, LLC - Tower Ventures
Office: 901-244-4017
lou@towerventures.com

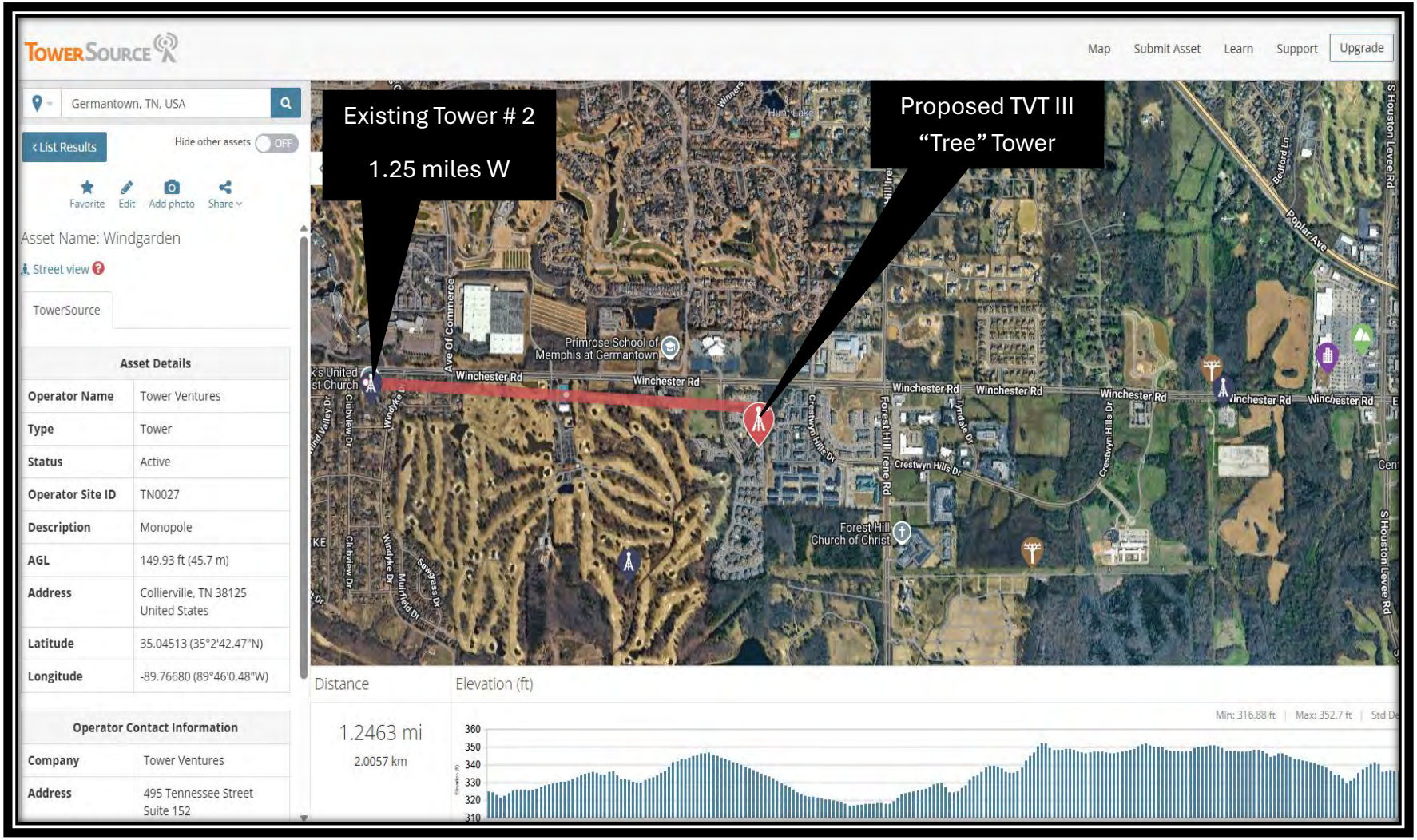
TN 1932 Windgarden Distances to Nearby Towers



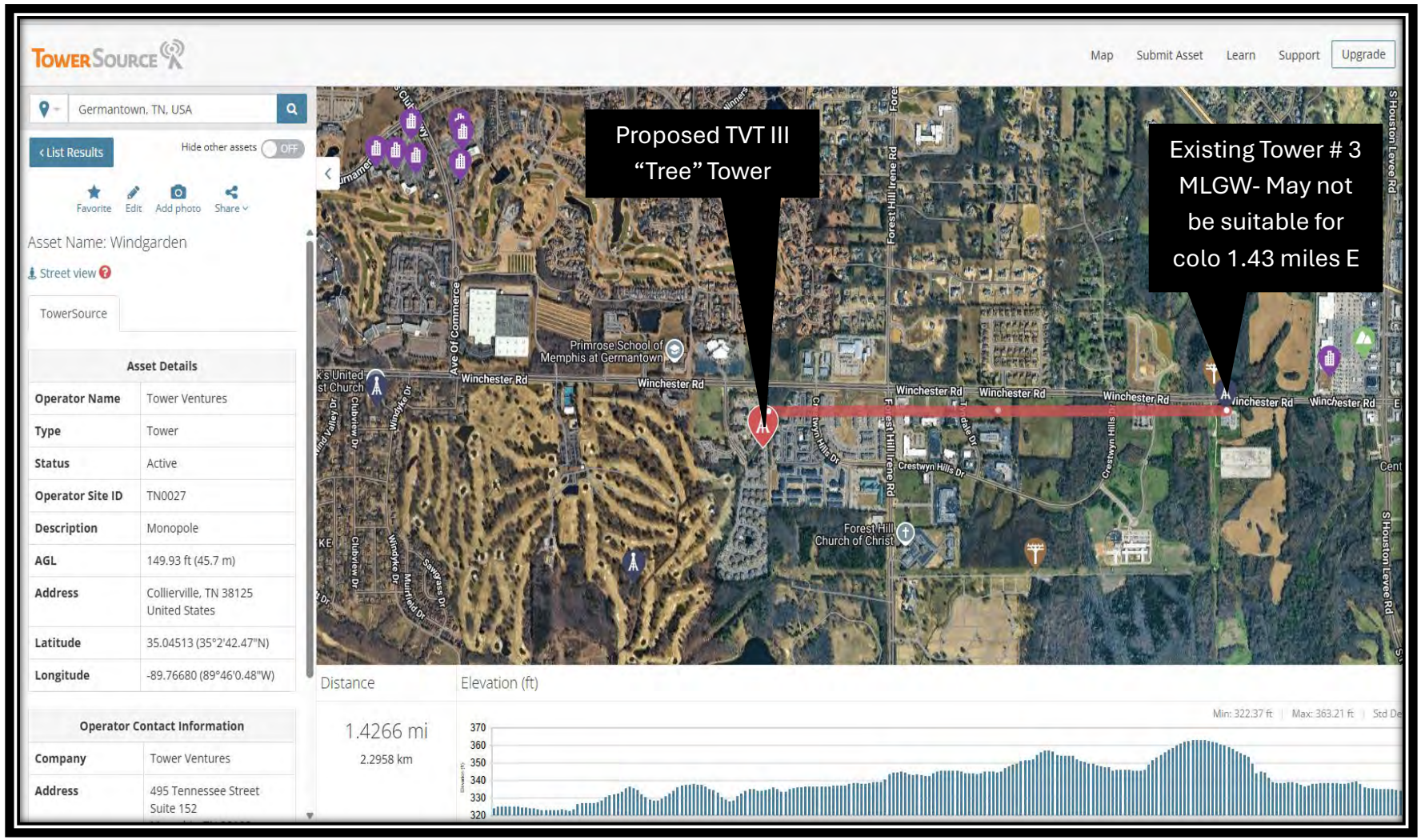
Existing Tower # 1~.642 miles SW of Proposed Tower



Existing Tower # 2 ~ 1.25 miles SW of Proposed Tower



Existing Tower # 3 ~ 1.25 miles SW of Proposed Tower



TVT III, LLC - Tower Ventures

Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

November 17th, 2025

Memphis and Shelby County Dept. of Planning and Development
Memphis City Hall
C/O Mr. Brett Ragsdale, Administrator
Suite # 477
125 North Mid-American Mall
Memphis, TN 38103-2084

RE: Site Name: TN 1932; Windgarden **Letter of Proposed Conditions** for a One Hundred Thirty Foot (130' to top of branches) Mono-pine (Tree Style) Communications ("CMCS") Tower at 3778 Old Waverly RD, Memphis, TN 381257 (Parcel ID # D0242 00472) SUP Application.

3778 Old Waverly RD - Proposed Tower Conditions:

1) One Hundred Thirty -foot (130') "Monopole" CMCS Designed for **Three (3)** set of Full Antenna Arrays – meaning a total tower will be built to accommodate a total of three wireless carriers.

2) Six-foot (6') wooden site-proof fence.

3) Six -foot (6') Chain-link gates that are always locked and secured.

4) The proposed Tower Lease Area has two lease areas. One anchor tenant; one for the future tenants.

5) The tower will be placed in lease area one, along with Verizon's ground equipment.

6) The site parcel contains natural cover on two of the four sides of the proposed compound.

7) The proposed site is in the NE corner of an existing apartment complex. Tower base will be shielded from street views.

MILESTONE LAND SURVEYING, INC.
2880 Cobb Road
Lakeland, TN 38002
Phone: (901) 867-8671
Fax: (901) 867-9889

November 22, 2023

TVT II, LLC
495 Tennessee Street
Memphis, Tennessee
38103

Re: Center of a Proposed Tower on the Westbury Apartments property located at 3820 Mission Hills Drive, Memphis, Tennessee. (Tax Parcel ID: 081093 00203)

This letter is to certify that the following latitude, longitude and elevation (Latitude = 35 degrees 02 minutes 43.20 seconds North, Longitude = 89 degrees 45 minutes 59.94 seconds West, Elevation = 319.0') are accurate within the tolerances +-15 feet horizontal and +- 3 feet vertical as required by a "1-A" Survey. This information is based on NAD 83.

MILESTONE LAND SURVEYING, INC.

By: _____ 11-22-2023

Daryl Menard, RLS Date
President
Tennessee Certificate No. 2135

DARYL MENARD REGISTERED LAND SURVEYOR AGRICULTURE COMMERCE TENNESSEE NO. 2135

Federal Aviation Administration

« OE/AAA

Notice Criteria Tool

Notice Criteria Tool - Desk Reference Guide V_2018.2.0

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9.

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the FAA Co-location Policy
- your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

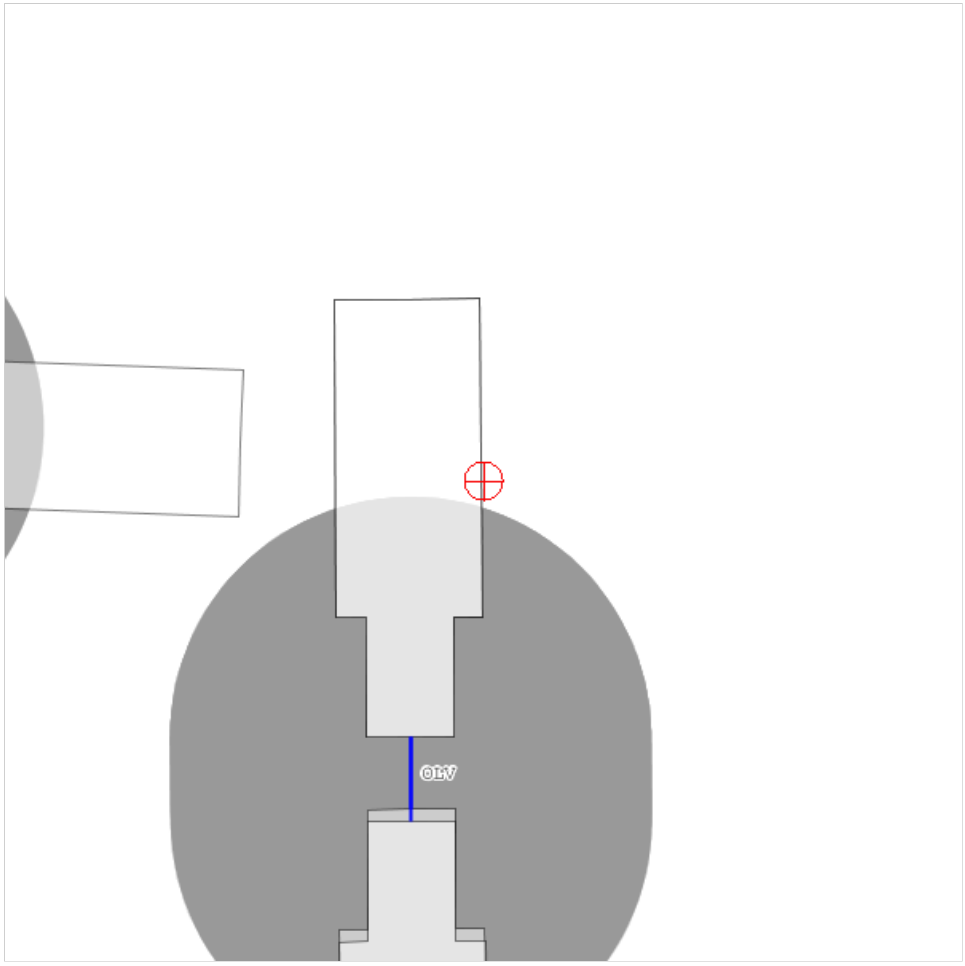
If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the Air Traffic Areas of Responsibility map for Off Airport construction, or contact the FAA Airports Region / District Office for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

* **Structure Type:**	POLE | Monopole Please select structure type and complete location point information.
Latitude:	35 Deg 02 M 43.20 S N
Longitude:	89 Deg 45 M 59.94 S W
Horizontal Datum:	NAD83
Site Elevation (SE):	319 (nearest foot)
Structure Height :	160 (nearest foot)
Is structure on airport:	(●) No ( ) Yes

Results

You do not exceed Notice Criteria.


OLV

Antenna Structure Registration

TOWAIR Determination Results

HELP

New Search Printable Page

A routine check of the coordinates, heights, and structure type you provided indicates that this structure does not require registration.

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

PASS SLOPE(100:1): NO FAA REQ-RWY MORE THAN 10499 MTRS & 6736.68 MTRS (6.73669 KM) AWAY

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	34-59-13.00N	089-47-13.00W	OLIVE BRANCH/TAYLOR FLD	DE SOTO OLIVE BRANCH, MS	120.1	1828.8

Your Specifications

NAD83 Coordinates	
Latitude	35-02-43.2 north
Longitude	089-45-59.9 west
Measurements (Meters)	
Overall Structure Height (AGL)	48.8
Support Structure Height (AGL)	47.2
Site Elevation (AMSL)	97.2
Structure Type	
MTOWER - Monopole	

Tower Construction Notifications
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

About ASR Privacy Statement - About ASR - ASR Home

FCC | Wireless | ULS | CORES

Help | Tech Support

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-877-480-3201
TTY: 1-717-338-2824
Submit Help Request

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

January 10, 2026

TVT III, LLC Tower Ventures
495 Tennessee Street, Suite 152
Memphis, TN 38103

Sent via electronic mail to: lou@towerventures.com

Case Number: SUP 2025-036
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 130-foot monopole (tree-style) subject to the following conditions:

1. The maximum tower height shall be one-hundred thirty (130) feet.

2. A six-foot wooden site-proof fence shall be required along the base anchor of the tower with a six-foot chain link gate.

3. The tower and related equipment shall be removed within one-hundred eight (180) days of ceasing operations.

4. Existing on-site vegetation shall be preserved to the maximum extent practicable and shall screen the base of the tower from public view.

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

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

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

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at chloe.christion@memphistn.gov.

Respectfully,

Chloe Christion

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

Cc:
File

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 5856 THAT ESTABLISHED RULES AND REGULATIONS RELATING TO THE OPERATION AND REGULATION OF SHORT-TERM RENTALS IN MEMPHIS BY AMENDING SECTION 8 "COMPLIANCE" TO DETAIL ENFORCEMENT OF SHORT-TERM RENTALS REPORTED AS A "PUBLIC NUISANCE"

WHEREAS, Ordinance No. 5856 was approved by the Memphis City Council on July 1, 2023, to establish rules and regulations relating to the operation and regulation of short-term rentals in Memphis; and

WHEREAS, it is deemed advisable and in the best interest of the citizens of the City of Memphis that the City of Memphis Charter be amended by ordinance as provided by Article XI, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of continued operation and regulation and subsequent compliance of Short-Term Rentals in Memphis; and

WHEREAS, the current regulations pertaining to Short-Term Rentals provides a framework for general compliance that has allowed the City of Memphis to effectively enforce the established rules and regulations of Ordinance No. 5856; however, this amendment to include TN HB 1050, which clarifies the enforcement of "public nuisance" short-term rentals that have been operating since 2023 and will enable the City to expand its compliance and increase its accountability of short-term rental operators; and

WHEREAS, the Memphis City Council finds it is necessary to amend Ordinance No. 5856 by incorporating and codifying TN House Bill No. 1050, approved and signed into law on May 21st, 2025, to provide clarity for short-term rental operators of the regulations they are expected to adhere to and the resulting outcomes if the short-term rental is reported as a "public nuisance" and to inform neighbors of the enforcement parameters for short-term rentals to ensure community concerns continue to be effectively addressed.

NOW, THEREFORE, BE IT ORDAINED by the Memphis City Council that Section 8 of Ordinance No. 5856 be amended by adding a new subsection (8-1) as follows:

Section 8-1 COMPLIANCE OF SHORT-TERM RENTALS REPORTED AS A "PUBLIC NUISANCE"

It is the intent of the Council of the City of Memphis that "public nuisance" complaints for short-term rentals are submitted to the Division of Planning and Development and subjected to revoked permits or prohibited use of the site as a short-term rental according to TN House Bill No. 1050 when the following circumstances are reported:

"(A) Three (3) or more unrelated incidents occurring within a period of twenty-four (24) months on the same parcel of real property that result in sexually related charges and, after the receipt of such notice and within twenty-four (24) months of the first of the incidents resulting in a sexually related charge that is the subject of such notice, another additional unrelated incident occurs that results in a sexually related charge;

(B) Three (3) or more unrelated incidents occurring within a period of twenty-four (24) months on the same parcel of real property that result in drug-related charges and, after the receipt of such notice and within twenty-four (24) months of the first of the incidents resulting in a drug-related charge that is the subject of such notice, another additional unrelated incident occurs that results in a drug-related charge;

(C) Three (3) or more unrelated incidents occurring within a period of twenty-four (24) months on the same parcel of real property that result in assaultive charges and, after the receipt of such notice and within twenty-four (24) months of the first of the incidents resulting in an assaultive charge that is the subject of such notice, another additional unrelated incident occurs that results in an assaultive charge;

(D) Three (3) or more unrelated incidents occurring within a period of twenty-four (24) months on the same parcel of real property that result in firearm-related charges and, after the receipt of such notice and within twenty-four (24) months of the first of the incidents resulting in a firearm-related charge that is the subject of such notice, another additional unrelated incident occurs that results in a firearm-related charge; or

(E) Three (3) or more unrelated incidents occurring within a period of thirty-six (36) months on the same parcel of real property that HB1050 result in property-related or juvenile-related charges and, after the receipt of such notice and within thirty-six (36) months of the first of the incidents resulting in a property-related or juvenile-related charge that is the subject of such notice, another additional unrelated incident occurs that results in a property-related or juvenile-related charge.

If, upon the trial, the existence of a nuisance is established under § 29-3-101 (f) and, following an order of abatement, an additional incident occurs on the same parcel of real property that results in the type of charges that resulted in the original nuisance finding, then one (1) additional incident is prima facie evidence

of a nuisance per se and the existence thereof for which any of the respective officers or persons named in § 29-3-102 in the name of the state may avail themselves of any remedies available at law or in equity.

If the court finds a nuisance as described in subdivision (f)(1) and the person or entity keeping, maintaining, or carrying on such nuisance is the person or entity who was subject to the previous order of abatement, then, in addition to the remedies available at law or in equity, the court may require the person or entity keeping, maintaining, or carrying on such nuisance to pay statutory damages in an amount not less than one thousand dollars ($1,000) and not more than fifty thousand dollars ($50,000) to any person who owns real property within the zip code in which the nuisance exists and who files a claim with the court alleging that the person's property value was damaged by the continued existence of the nuisance."

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance; it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

BE IT FURTHER ORDAINED, that the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Sponsor:

Philip Spinosa, Jr.

CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning COMMITTEE: 08/18/2026 *DATE*

PUBLIC SESSION: 09/1/2026 *DATE*

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

ITEM CAPTION: Zoning ordinance amending Ordinance No. 5367 of Code of Ordinance, City of Memphis, Tennessee, adopted on August 10, 2010, as amended, known as the Memphis and Shelby County Unified Development code, to authorize a zoning use district reclassification for land located on 2021 Berryhill Road. By taking the land out of the Conservation Agriculture (CA) Use District and including it in the Residential Single-Family – 6 (R-6) Use District, known as case number Z 2026-005

CASE NUMBER: Z 2026-005

LOCATION: 2021 Berryhill Road

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

OWNER/APPLICANT: Berryhill Wisdom Property Trust

REPRESENTATIVES: Josh Burnette

REQUEST: Rezoning of +/-3.36 acres from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6)

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Required**
Set date for first reading – August 4, 2026
Second reading – August 18, 2026
Third reading –September 1, 2026

PRIOR ACTION ON ITEM:
(1) _____ APPROVAL - (1) APPROVED (2) DENIED
07/09/2026 DATE
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

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

ADMINISTRATIVE APPROVAL:	*DATE*	*POSITION*
Chloe Christion	7/27/26	PLANNER II
		DEPUTY ADMINISTRATOR
	7/27/26	ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN

Memphis City Council
Summary Sheet

Z 2026-005

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED ON 2021 BERRYHILL ROAD. BY TAKING THE LAND OUT OF THE CONSERVATION AGRICULTURE (CA) USE DISTRICT AND INCLUDING IT IN THE RESIDENTIAL SINGLE-FAMILY – 6 (R-6) USE DISTRICT, KNOWN AS CASE NUMBER Z 2026-006

- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby County Zoning Atlas; and

- No contracts are affected by this item; and

- No expenditure of funds/budget amendments are required by this item.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on ***Thursday, July 9, 2026***, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	Z 2026-005
LOCATION:	2021 Berryhill Road
COUNCIL DISTRICT(S):	District 1, Super District 9 – Positions 1, 2, and 3
OWNER/APPLICANT:	Berryhill Wisdom Property Trust
REPRESENTATIVE:	Josh Burnette
REQUEST:	Rezoning of +/-3.36 acres from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6)

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 of the application.

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

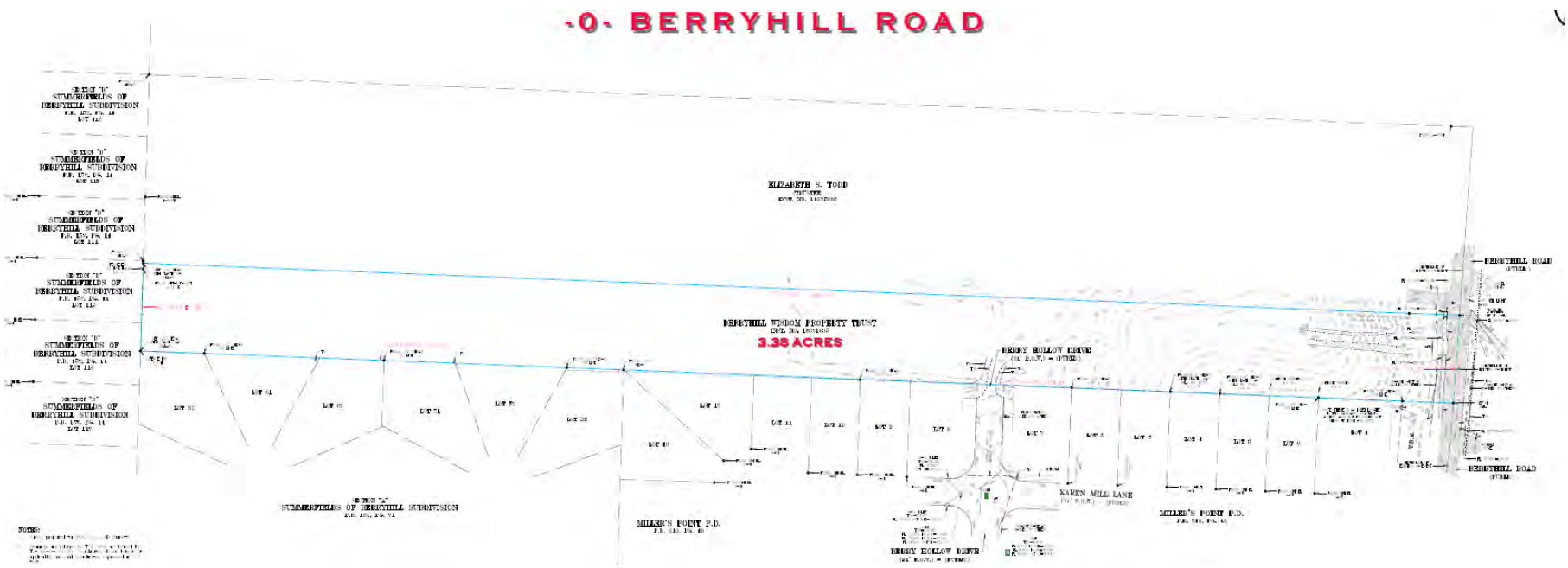
Respectfully,

Chloe Christion

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

Cc: Committee Members
File

PLOT PLAN


-0- BERRYHILL ROAD
ELIZABETH S. TODD
BERRYHILL WISDOM PROPERTY TRUST
3.38 ACRES
BERRY HOLLOW DRIVE
KAREN MILL LANE
MILLER'S POINT P.D.
BERRYHILL ROAD

ORDINANCE NO: _____

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED ON 2021 BERRYHILL ROAD. BY TAKING THE LAND OUT OF THE CONSERVATION AGRICULTURE USE DISTRICT AND INCLUDING IT IN THE RESIDENTIAL SINGLE-FAMILY – 6 (R-6) USE DISTRICT, KNOWN AS CASE NUMBER Z 2026-005

WHEREAS, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as **Case Number: Z 2026-005**; and

WHEREAS, the Memphis and Shelby County Land Use Control Board has filed its recommendation and the Division of Planning and Development has filed its report and recommendation with the Council of the City of Memphis; and

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

WHEREAS, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF MEMPHIS:

SECTION 1:

THAT, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

BY TAKING THE FOLLOWING PROPERTY OUT OF THE CONSERVATION AGRICULTURE (CA) USE DISTRICT AND INCLUDING IT IN THE RESIDENTIAL SINGLE-FAMILY – 6 (R-6) USE DISTRICT.

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

DESCRIPTION

Description of the Berryhill Wisdom Property Trust property recorded in Instrument No. 16021935 in Memphis, Shelby County, Tennessee:

Beginning at a set pk nail in the centerline of existing pavement in Berryhill Road (Public), said point being the northeast corner of said property recorded in Instrument No. 16021935 and the southeast corner of the Elizabeth S. Todd (Trustee) property recorded in Instrument No. 14025886; thence South 04 degrees 04 minutes 07 seconds West along the centerline of existing pavement in said Berryhill Road, 99.39 feet to a set pk nail at the southeast corner of said property recorded in Instrument No. 16021935 and in the eastwardly projection of the north line of Lot 1, Miller's Point P.D. recorded in Plat Book 210, Page 48; thence North 87 degrees 42 minutes 06 seconds West along the south line of said property recorded in Instrument No. 16021935, along the eastwardly projection of the north line of Lot 1 of said Subdivision recorded in Plat Book 210, Page 48, along a north line of said Berryhill Road per said Subdivision recorded in Plat Book 210, Page 48 and along the north line of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 of said Subdivision recorded in Plat Book 210, Page 48 and along the north terminus of Berry Hollow Drive (31' R.O.W.) – (Public), 938.68 feet to a found 1/2" rebar at the northwest corner of Lot 12 of said Subdivision recorded in Plat Book 210, Page 48, the northwest corner of Lot 13 of said Subdivision recorded in Plat Book 210, Page 48 and the northeast corner of Lot 53, Section "A", Summerfields of Berryhill Subdivision recorded in Plat Book 161, Page 71; thence North 87 degrees 45 minutes 43 seconds West along the south line of said property recorded in Instrument No. 16021935 and along the north line of Lot 53, Lot 52, Lot 51, Lot 32, Lot 31 and Lot 30 of said Subdivision recorded in Plat Book 161, Page 71, 546.45 feet to a set 1/2" rebar with plastic cap (OLLAR) at the southwest corner of said Property recorded in Instrument No. 16021935 and in the east line of Lot 116, Section "B", Summerfields of Berryhill Subdivision recorded in Plat Book 152, Page 14; thence North 01 degrees 48 minutes 44 seconds East along the west line of said property recorded in Instrument No. 16021935 and along the east line of Lot 116 and Lot 115 of said Subdivision recorded in Plat Book 152, Page 14, 99.10 feet to a set 1/2" rebar with plastic cap (OLLAR) at the northwest corner of said property recorded in Instrument No. 16021935 and the southwest corner of said property recorded in Instrument No. 14025886; thence South 87 degrees 44 minutes 00 seconds East along the north line of said property recorded in Instrument No. 16021935 and along the south line of said property recorded in Instrument No. 14025886, passing a set 1/2" rebar with plastic cap (OLLAR) at 1432.01 feet and continuing for a total distance of 1489.04 feet to the POINT OF BEGINNING and containing 3.38 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

SECTION 2:

THAT, the Zoning Administrator of the Division of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

SECTION 3:

THAT, this ordinance take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

PLOT PLAN

ATTEST:

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

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 12 **L.U.C.B. MEETING:** July 9, 2026

CASE NUMBER: Z 2026-005

LOCATION: 2021 Berryhill Road

COUNCIL DISTRICT: District 1 and Super District 9

OWNER/APPLICANT: Berryhill Wisdom Property Trust

REPRESENTATIVE: Josh Burnette

REQUEST: Rezoning of +/-3.36 acres from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6)

CONCLUSIONS

1. The applicant seeks approval to rezone +/- 3.36 acres of vacant land from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6) to allow future development for single-family residential lots.

2. While the underlying zoning is also CA, the land abutting the subject property to the southeast is a part of the Millers Point Planned Development (PD 2002-358CC) which follows the bulk regulations of the R-6 district, which allows a minimum lot size of 6,000 square feet for conventional homes. Additionally, the Summerfields of Berryhill Subdivision to the southwest known as S 1993-016CC allows a minimum lot size of 8,000 as required in the R-8 district. The applicant's proposal is compatible with the nature of the development of surrounding area.

3. Given the residential nature of the adjacent zoning and land uses, staff finds a zoning change to R-6 is appropriate and recommends approval. If approved, a corresponding subdivision application subject to review and approval by the Land Use Control Board will be required.

CONSISTENCY WITH MEMPHIS 3.0

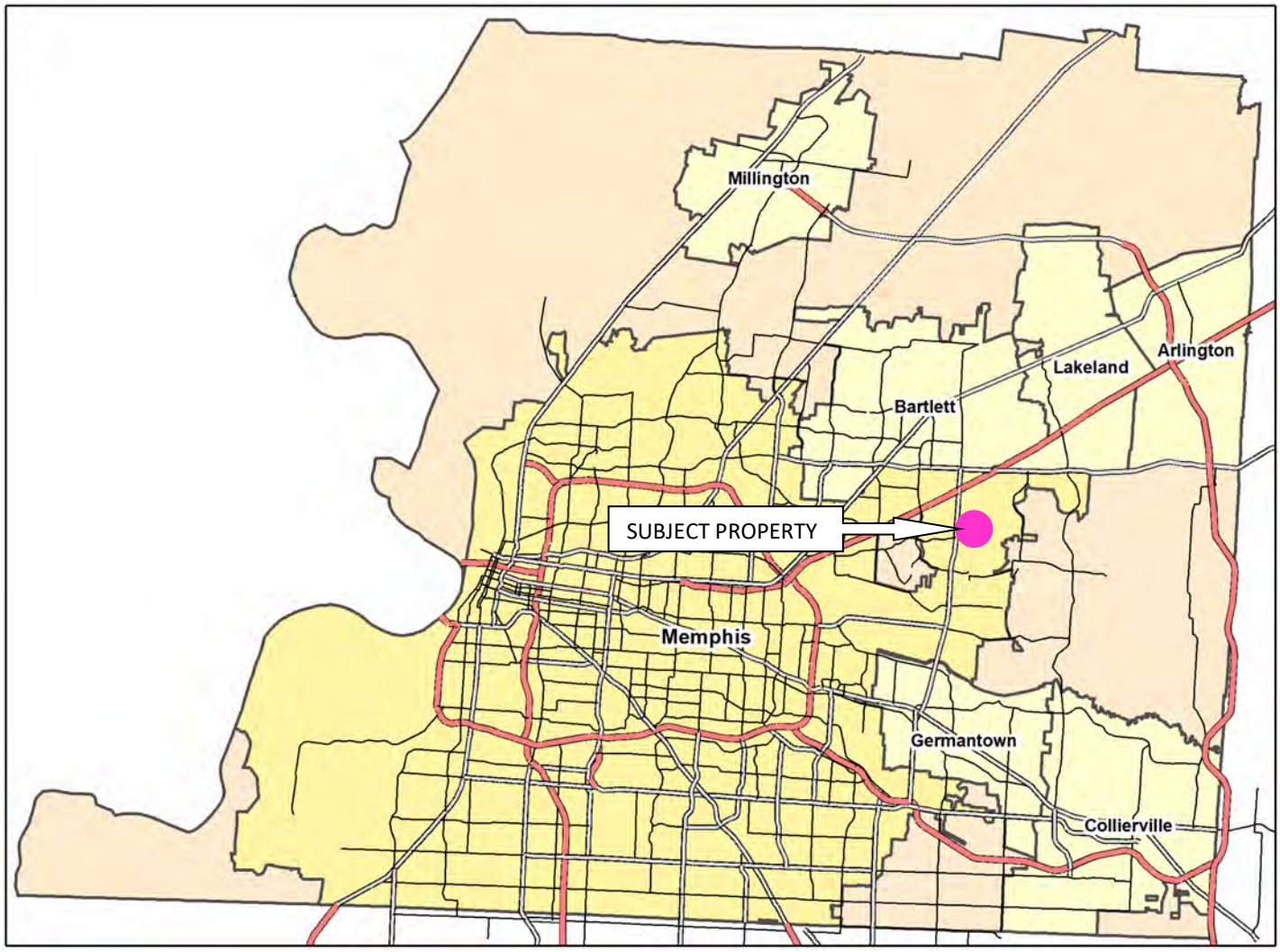
This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on page 13-15 of this report.

RECOMMENDATION:

Approval

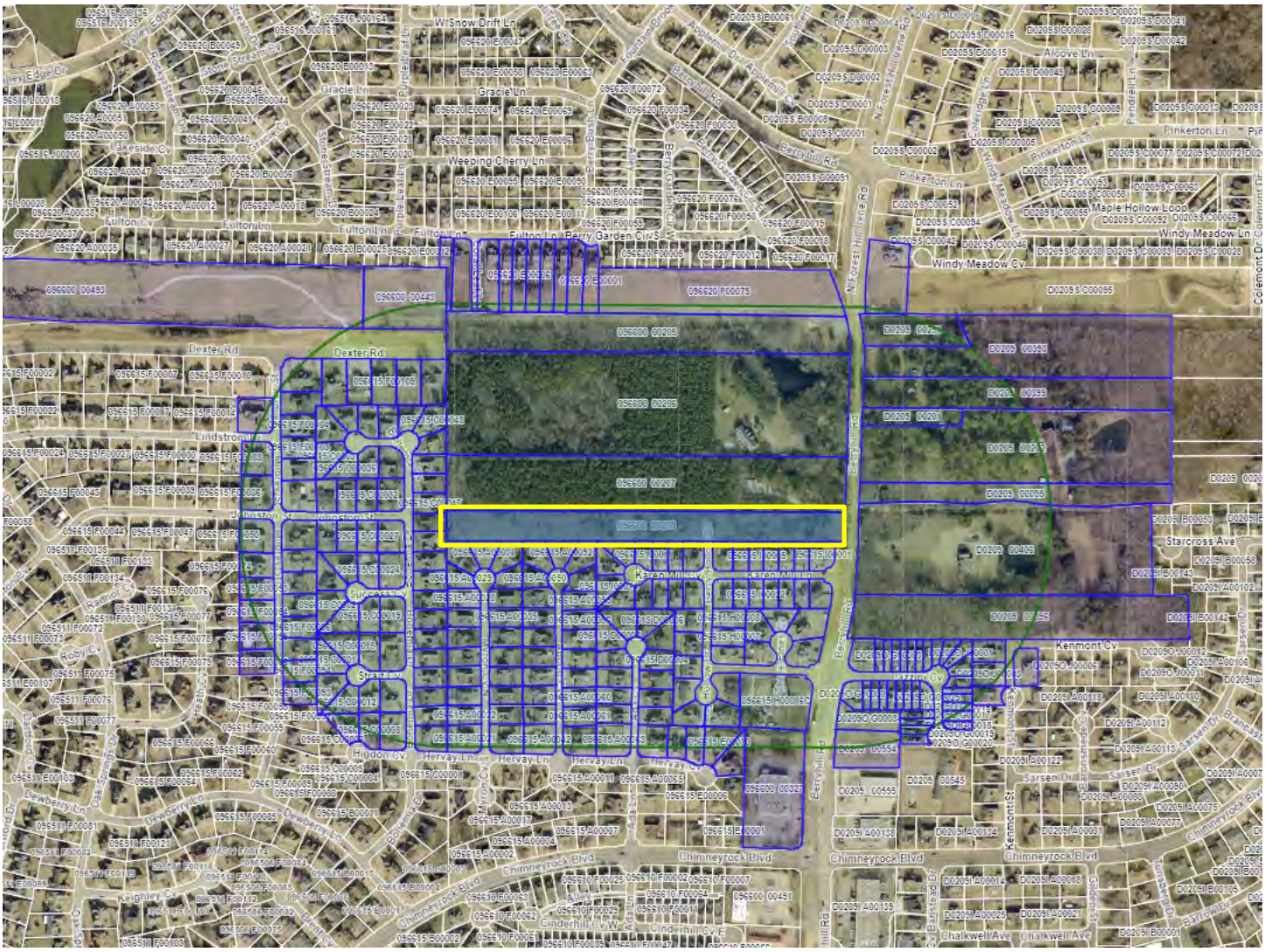
Staff Writer: ***Chloe Christion*** **E-mail:** ***chloe.christion@memphistn.gov***

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property outlined in 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 220 notices were mailed on June 15, 2026 and 250 revised notices were mailed on June 25, 2026 see page 16 of this report for copies of said notices. Additionally, one sign was posted at the subject property, see page 17 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

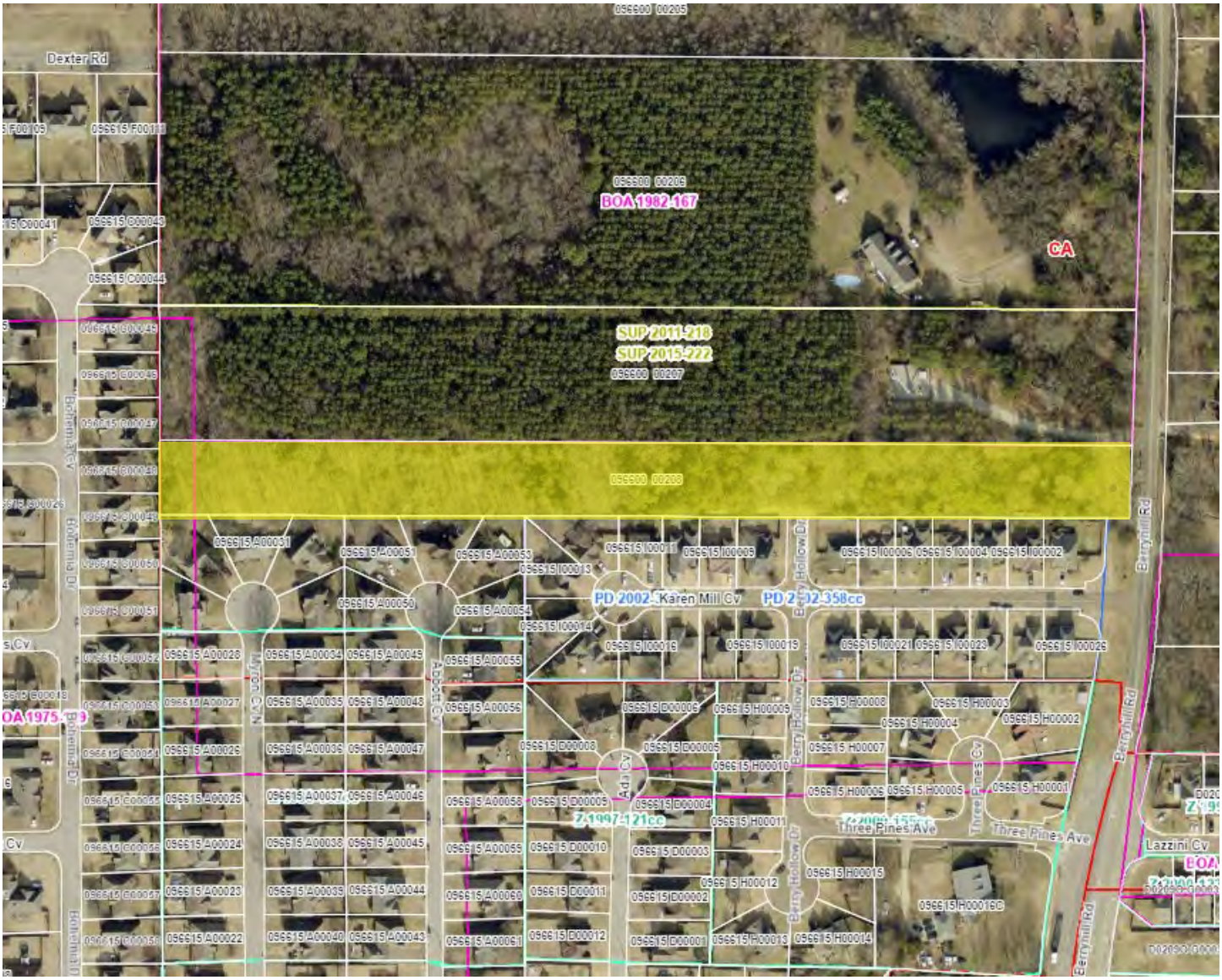
The meeting was held at 5:30 PM on Thursday, June 25, 2026, at Vantage Point Golf Center on 9580 Macon Road.

AERIAL



Subject property outlined in yellow, imagery from 2025

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS

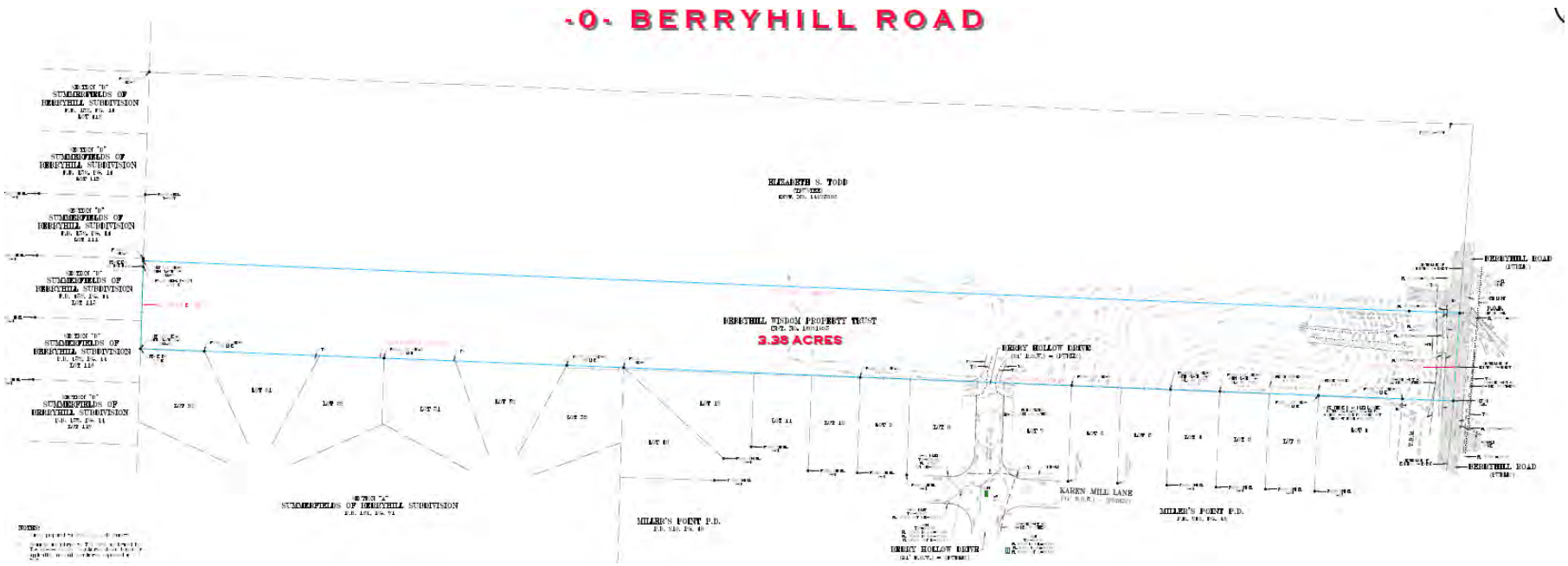


View of subject property from Berryhill Road.



View of subject property from Berry Hollow Drive.

PLOT PLAN


-O- BERRYHILL ROAD
ELIZABETH S. TODD
BERRYHILL WISDOM PROPERTY TRUST
3.38 ACRES
BERRY HOLLOW DRIVE
KAREN MILL LANE
MILLER'S POINT P.D.
BERRYHILL ROAD

DESCRIPTION

Description of the Berryhill Wisdom Property Trust property recorded in Instrument No. 16021935 in Memphis, Shelby County, Tennessee:

Beginning at a set pk nail in the centerline of existing pavement in Berryhill Road (Public), said point being the northeast corner of said property recorded in Instrument No. 16021935 and the southeast corner of the Elizabeth S. Todd (Trustee) property recorded in Instrument No. 14025886; thence South 04 degrees 04 minutes 07 seconds West along the centerline of existing pavement in said Berryhill Road, 99.39 feet to a set pk nail at the southeast corner of said property recorded in Instrument No. 16021935 and in the eastwardly projection of the north line of Lot 1, Miller's Point P.D. recorded in Plat Book 210, Page 48; thence North 87 degrees 42 minutes 06 seconds West along the south line of said property recorded in Instrument No. 16021935, along the eastwardly projection of the north line of Lot 1 of said Subdivision recorded in Plat Book 210, Page 48, along a north line of said Berryhill Road per said Subdivision recorded in Plat Book 210, Page 48 and along the north line of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 of said Subdivision recorded in Plat Book 210, Page 48 and along the north terminus of Berry Hollow Drive (31' R.O.W.) – (Public), 938.68 feet to a found 1/2" rebar at the northwest corner of Lot 12 of said Subdivision recorded in Plat Book 210, Page 48, the northwest corner of Lot 13 of said Subdivision recorded in Plat Book 210, Page 48 and the northeast corner of Lot 53, Section "A", Summerfields of Berryhill Subdivision recorded in Plat Book 161, Page 71; thence North 87 degrees 45 minutes 43 seconds West along the south line of said property recorded in Instrument No. 16021935 and along the north line of Lot 53, Lot 52, Lot 51, Lot 32, Lot 31 and Lot 30 of said Subdivision recorded in Plat Book 161, Page 71, 546.45 feet to a set 1/2" rebar with plastic cap (OLLAR) at the southwest corner of said Property recorded in Instrument No. 16021935 and in the east line of Lot 116, Section "B", Summerfields of Berryhill Subdivision recorded in Plat Book 152, Page 14; thence North 01 degrees 48 minutes 44 seconds East along the west line of said property recorded in Instrument No. 16021935 and along the east line of Lot 116 and Lot 115 of said Subdivision recorded in Plat Book 152, Page 14, 99.10 feet to a set 1/2" rebar with plastic cap (OLLAR) at the northwest corner of said property recorded in Instrument No. 16021935 and the southwest corner of said property recorded in Instrument No. 14025886; thence South 87 degrees 44 minutes 00 seconds East along the north line of said property recorded in Instrument No. 16021935 and along the south line of said property recorded in Instrument No. 14025886, passing a set 1/2" rebar with plastic cap (OLLAR) at 1432.01 feet and continuing for a total distance of 1489.04 feet to the POINT OF BEGINNING and containing 3.38 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

CASE REVIEW

Request

The request is a Rezoning of +/-3.36 acres from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6)

Review Criteria

Staff agrees the review criteria as set out in Sub-Section 9.5.7B of the Unified Development Code are met.

9.5.7B Review Criteria

In making recommendations, the Land Use Control Board shall consider the following matters:

9.5.7B(1) Consistency with any plans to be considered (see Chapter 1.9);

9.5.7B(2) Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;

9.5.7B(3) Suitability of the subject property for uses permitted by the current versus the proposed district;

9.5.7B(4) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and

9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.

Site Details

Address:
2021 Berryhill Road

Parcel ID:
096600 00208

Area:
+/-3.36 acres

Description:
The subject property is not a part of any known platted subdivisions of planned developments. It is zoned Conservation Agriculture with nearby land uses consisting of predominately single-family uses. The subject property is vacant with one street frontage on Berryhill Road and on Berry Hollow Drive.

Analysis

The applicant seeks approval to rezone +/- 3.36 acres of vacant land from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6) to allow future development for single-family residential lots.

While the underlying zoning is also CA, the land abutting the subject property to the southeast is a part of the Millers Point Planned Development (PD 2002-358CC) which follows the bulk regulations of the R-6 district, which allows a minimum lot size of 6,000 square feet for conventional homes. Additionally, the Summerfields of Berryhill Subdivision to the southwest known as S 1993-016CC allows a minimum lot size of 8,000 as required in the R-8 district. The applicant's proposal is compatible with the nature of the development of surrounding area.

Given the residential nature of the adjacent zoning and land uses, staff finds a zoning change to R-6 is appropriate and recommends approval. If approved, a corresponding subdivision application subject to review and approval by the Land Use Control Board will be required.

RECOMMENDATION

Staff recommends approval.

DEPARTMENTAL COMMENTS

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

City Engineer:

1. Sewer capacity is available to serve this development.

2. The developer shall extend Sewer to serve upstream properties.

3. A sanitary sewer plan is required to be submitted (via 901 portal) to the City Land Development Office for review and approval.

4. All required design plans and potential traffic control plan must be prepared in accordance with the City's Standard Requirements and must be stamped by a Professional Engineer registered in the State of Tennessee.

5. A Sewer Development fee is required per the City of Memphis Sewer Use Ordinance.

6. The developer shall extend Sewer to serve upstream properties.

7. May be sewer extension will be required to serve this development.

8. Existing 8" sewer at the edge of south property line.

County 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.

County Fire Division: No comments received.

City Real Estate: No comments received.

County Health Department: No comments received.

Shelby County Schools: No comments received.

Construction Code Enforcement: No comments received.

Memphis Light, Gas and Water: No comments received.

Office of Sustainability and Resilience: No comments received.

Office of Comprehensive Planning: See pages 13-16.

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: LUCB 2026-005 Cordova

Site Address/Location: 2021 BERRYHILL RD, CORDOVA 38016
Overlay District/Historic District/Flood Zone: The site is not located in an overlay district, historic district, or flood zone.
Future Land Use Designation: Primarily Single-Unit Neighborhood (NS) / Low Intensity Residential
Street Type: Local Street

The applicant is seeking approval to rezone the subject property from Conservation Agriculture (CA) to Residential Single Family (R-6).
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 above.

"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: Conservation Agriculture (CA)

Adjacent Land Use and Zoning: Single Family, R-8

Overall Compatibility: The requested use is consistent with the Memphis 3.0 Comprehensive Plan and the Future Land Use Planning Map, classifications, intent, and form. As the subject parcel has already been identified for further single-unit residential development through the Future Land Use (FLU) Map, and given it abuts an existing residential development of the same intensity and form, the requested use is consistent with all pertinent sections of Memphis 3.0 and Future Land Use guidance.

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

The subject property has not been assigned a degree of change classification.

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

N/A

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

Although Memphis 3.0 provides little guidance for routine cases such as this, the Future Land Use does provide direct feedback. Cordova residents identified this zone to be suitable for further residential development and frequently cited the importance of enabling homeownership opportunities, with extra emphasis on single-family units.

Consistency Analysis Summary

The applicant is seeking approval to rezone the subject property from Conservation Agriculture (CA) to Residential Single Family (R-6).

The requested use is consistent with the Memphis 3.0 Comprehensive Plan and the Future Land Use Planning Map, classifications, intent, and form. As the subject parcel has already been identified for further single-unit residential development through the Future Land Use (FLU) Map, and given it abuts an existing residential development of the same intensity and form, the requested use is consistent with all pertinent sections of Memphis 3.0 and Future Land Use guidance.

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

Summary Compiled by: Eli Askren, Comprehensive Planning.

MAILED PUBLIC NOTICES

NOTICE OF PUBLIC HEARING

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Wednesday, July 1, 2026 at 8 AM.**

CASE NUMBER: Z 2026-005
ADDRESS: 2047 Berryhill Drive
REQUEST: Rezoning from Conservation Agriculture (CA) to Residential Single—6 (R-6)
APPLICANT: Josh Burnette

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

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

VICINITY MAP



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

230 Notices Mailed 6/15/2026

REVISED NOTICE OF PUBLIC HEARING

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Wednesday, July 1, 2026 at 8 AM.**

CASE NUMBER: Z 2026-005
ADDRESS: 2021 Berryhill Road
REQUEST: Rezoning from Conservation Agriculture (CA) to Residential Single—6 (R-6)
APPLICANT: Josh Burnette

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

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

VICINITY MAP



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

230 Notices Mailed 6/25/2026

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, Josh Burnette *, being duly sworn, depose and say that at* 12 *am/pm on the* 26th *day of* June *, 20*26*, I posted* 1 *Public Notice Sign(s) pertaining to Case No.* Z 2026-005 *at* 2021 Berryhill Road *, providing notice of a Public Hearing before the (check one):*

X *Land Use Control Board*
_____ *Board of Adjustment*
_____ *Memphis City Council*
_____ *Shelby County Board of Commissioners*

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

Josh Burnette — 6-26-2026

Owner, Applicant or Representative — *Date*

Subscribed and sworn to before me this 26th *day of* June *,* 2026.

Leila

Notary Public

My commission expires: 8-28-27

LEILA METTLER
STATE OF TENNESSEE
NOTARY PUBLIC
FAYETTE COUNTY
My Commission Expires 08-28-2027

APPLICATION

Memphis and Shelby County Division of Planning and Development

East Service Center: 8465 Mullins Station Rd; Memphis, Tennessee 38134
Downtown Service Center: 125 N. Main Street; Memphis, Tennessee 38103

website: www.develop901.com

Record Summary for Rezoning

Record Detail Information

Record Type: Rezoning

Record Status: Pending

Opened Date: May 28, 2026

Record Number: Z 2026-005

Expiration Date:

Record Name: Berryhill Road Rezoning

Description of Work: On behalf of the property owner, we respectfully submit this request to rezone Parcel 096600
00208 from CA (Conservation Agriculture) to R-6 (Residential Single-Family – 6). The subject property consists of approximately 3.38 acres located along Berryhill Road in unincorporated Shelby County.

Parent Record Number:

Address:
2021 BERRYHILL RD, CORDOVA 38016

Owner Information

Primary	Owner Name
Y	BERRYHILL WISDOM PROPERTY TRUST

Owner Address	Owner Phone
11781 MAGNOLIA PARK CT, LAS VEGAS, NV 89141	7025538619

Parcel Information
096600 00208

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Chloe Christian
Date of Meeting	04/07/2026
Pre-application Meeting Type	Virtual

GENERAL INFORMATION

Have you held a neighborhood meeting?	No
Is this application in response to a citation from	No

GENERAL INFORMATION

Construction Code Enforcement or Zoning Letter?	
If yes, please provide additional information	-

GIS INFORMATION

Case Layer	BOA1975-129
Central Business Improvement District	No
Class	R
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	Fletcher Creek Overlay
Zoning	CA
State Route	-
Lot	0 5
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Data Tables

ADDRESS AND PARCEL LIST

Property Address:	2021 Berryhill
Property Parcel Number:	096600 002808

Contact Information

Name
BLAKE SY

Contact Type
APPLICANT

Address

Phone
(702)553-6619

Name
JOSH BURNETTE

Contact Type
REPRESENTATIVE

Address

Phone
(901)605-2998

Fee Information

Invoice #	Fee Item	Quantity	Fee	Status	Balance	Date Assessed
1734933	Residential Rezoning - 5 acres or less	1	750.00	INVOICED	0.00	05/28/2026
1734933	Credit Card Use Fee (.026 x fee)	1	19.50	INVOICED	0.00	05/28/2026

Total Fee Invoiced: $769.50 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$769.50	Credit Card

OWNER AFFIDAVIT

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

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

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

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

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

of the property located at 0 Berryhill Road

and further identified by Assessor's Parcel Number 096600 00208,

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

Subscribed and sworn to (or affirmed) before me this 28th day of May in the year of 2026.

STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY GEORGE RAVELO CAOILI

Signature of Notary Public

10.26.29
My Commission Expires

LETTER OF INTENT

May 26, 2026

Shelby County Land Use Control Board
125 N. Main Street
Memphis, TN 38103

RE: Rezoning Justification Letter – Request to Rezone Property to R-6
0 Berryhill Road, Parcel 096600 00208

Dear Members of the Land Use Control Board and Planning Staff:

On behalf of the property owner, we respectfully submit this request to rezone Parcel 096600 00208 from CA (Conservation Agriculture) to R-6. The subject property consists of approximately 3.38 acres located along Berryhill Road in unincorporated Shelby County. The property is currently zoned CA; however, the parcel does not meet the minimum width requirements associated with long-term agricultural or estate-residential land use.

The proposed rezoning to R-6 is intended to allow for a small-scale single-family residential development consisting of approximately six (6) lots. Public sanitary sewer service is available to the site, making the property suitable for residential development consistent with the intent of the Unified Development Code.

The surrounding zoning and development pattern support the proposed request:

- The property immediately south is developed as Miller's Point Planned Development, which contains approximately 6,000-square-foot residential lots.
- Properties farther south along Berryhill Road are primarily zoned RU-2.
- The subdivision to the east, Summerfields of Berryhill, is zoned R-8.
- The property to the north contains a cell tower operating under a Special Use Permit and is not agricultural in nature.

The proposed R-6 zoning serves as an appropriate transition between the adjacent planned residential developments and the remaining undeveloped property in the area. The request is compatible with the surrounding residential character and represents a logical extension of existing residential development patterns already established along Berryhill Road.

The Memphis and Shelby County Unified Development Code states that the R-6 district is intended to accommodate single-family detached residential development in areas where similar lot sizes are already part of the surrounding development fabric. The proposed rezoning is consistent with this intent, particularly given the adjacent Miller's Point development pattern and nearby R-8 and RU-2 zoning classifications.

1

The request also satisfies the standards and considerations applicable to zoning amendments. The legal purposes for which zoning exists are not contravened by this request. Rather, the rezoning promotes orderly residential growth in an area already characterized by surrounding subdivisions, available sanitary sewer infrastructure, and urban development patterns. The proposed amendment is consistent with the intent and purposes of the Unified Development Code, including encouraging orderly development, protecting neighborhood character, and ensuring development occurs where infrastructure is available and adequate.

To the extent the request differs from any prior land use pattern, conditions in the area have substantially changed over time through continued residential development along Berryhill Road and the extension of urban services. The surrounding area is no longer predominantly agricultural in character, as evidenced by the adjacent planned developments and residential zoning classifications surrounding the property.

The proposed rezoning will not create a material adverse impact on adjoining property owners. The proposed use consists of low-density single-family residential lots that are compatible with surrounding residential development. The request is less intensive than nearby RU-2 zoning classifications and is buffered to the north by the existing Special Use Permit cell tower property.

Additionally, the request is not intended to create a special benefit for a single property owner to the detriment of the public. Instead, it allows reasonable residential development of a parcel located within an area where the surrounding development pattern, zoning, and available infrastructure are consistent and support the request.

Traffic impacts associated with the proposed rezoning are expected to be minimal. The proposed development is anticipated to yield approximately six (6) single-family residential lots. Based on standard trip generation rates for single-family detached residential development, the project would generate only approximately 4 to 6 vehicle trips during the typical peak hour. By comparison, existing traffic volumes along the Berryhill Road corridor are substantially greater, with reported traffic counts of approximately 11,038 AADT near the intersection of Berryhill Road and Macon Road and approximately 5,243 AADT near Berryhill Road and Highway 64. The subject property is located between these two traffic count locations along an already established collector corridor serving surrounding residential development. Access is anticipated from Berryhill Road and Berry Hollow Drive, both of which already serve existing residential subdivisions in the area. Given the limited number of lots proposed, the low projected peak-hour trip generation, and the existing roadway capacity and traffic volumes along the corridor, the proposed rezoning is not expected to create a material traffic or circulation concern.

Public infrastructure is adequate to support the proposed zoning classification. Public sanitary sewer, water, gas, and electric are available to the property, and the anticipated development yield of approximately six single-family lots represents a minor extension of the existing residential development pattern already served by public roads and utilities in the area.

Thank you for considering this request. Please contact us if additional information is needed.

Regards,

Josh Burnette, P.E.

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 Rezoning

Record Detail Information

Record Type: Rezoning

Record Status: Pending

Opened Date: May 28, 2026

Record Number: Z 2026-005

Expiration Date:

Record Name: Berryhill Road Rezoning

Description of Work: On behalf of the property owner, we respectfully submit this request to rezone Parcel 096600
00208 from CA (Conservation Agriculture) to R-6 (Residential Single-Family – 6). The subject property consists of approximately 3.38 acres located along Berryhill Road in unincorporated Shelby County.

Parent Record Number:

Address:

2021 BERRYHILL RD, CORDOVA 38016

Owner Information

Primary	Owner Name
Y	BERRYHILL WISDOM PROPERTY TRUST

Owner Address	Owner Phone
11781 MAGNOLIA PARK CT, LAS VEGAS, NV 89141	7025538619

Parcel Information

096600 00208

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner	Chloe Christion
Date of Meeting	04/07/2026
Pre-application Meeting Type	Virtual

GENERAL INFORMATION

Have you held a neighborhood meeting?	No
Is this application in response to a citation from	No

GENERAL INFORMATION

Construction Code Enforcement or Zoning Letter?	
If yes, please provide additional information	-

GIS INFORMATION

Case Layer	BOA1975-129
Central Business Improvement District	No
Class	R
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	Fletcher Creek Overlay
Zoning	CA
State Route	-
Lot	0 5
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Data Tables

ADDRESS AND PARCEL LIST

Property Address:	2021 Berryhill
Property Parcel Number:	096600 002808

Contact Information

Name
BLAKE SY

Contact Type
APPLICANT

Address

Phone
(702)553-8619

Name
JOSH BURNETTE

Contact Type
REPRESENTATIVE

Address

Phone
(901)605-2998

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1734933	Residential Rezoning - 5 acres or less	1	750.00	INVOICED	0.00	05/28/2026
1734933	Credit Card Use Fee (.026 x fee)	1	19.50	INVOICED	0.00	05/28/2026

Total Fee Invoiced: $769.50 Total Balance: $0.00

Payment Information

Payment Amount	Method of Payment
$769.50	Credit Card

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

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

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

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

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

of the property located at 0 Berryhill Road

and further identified by Assessor's Parcel Number 096600 00208,

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

Subscribed and sworn to (or affirmed) before me this 28th day of May in the year of 2026.

STATE OF TENNESSEE · COUNTY OF SHELBY · NOTARY PUBLIC · GEORGE · RAVELO · CAOILI ·

Signature of Notary Public

10-26-29

My Commission Expires

Engineering | Planning | Surveying

May 26, 2026

Shelby County Land Use Control Board
125 N. Main Street
Memphis, TN 38103

RE: Rezoning Justification Letter – Request to Rezone Property to R-6
0 Berryhill Road, Parcel 096600 00208

Dear Members of the Land Use Control Board and Planning Staff:

On behalf of the property owner, we respectfully submit this request to rezone Parcel 096600 00208 from CA (Conservation Agriculture) to R-6. The subject property consists of approximately 3.38 acres located along Berryhill Road in unincorporated Shelby County. The property is currently zoned CA; however, the parcel does not meet the minimum width requirements associated with long-term agricultural or estate-residential land use.

The proposed rezoning to R-6 is intended to allow for a small-scale single-family residential development consisting of approximately six (6) lots. Public sanitary sewer service is available to the site, making the property suitable for residential development consistent with the intent of the Unified Development Code.

The surrounding zoning and development pattern support the proposed request:

- The property immediately south is developed as Miller's Point Planned Development, which contains approximately 6,000-square-foot residential lots.
- Properties farther south along Berryhill Road are primarily zoned RU-2.
- The subdivision to the east, Summerfields of Berryhill, is zoned R-8.
- The property to the north contains a cell tower operating under a Special Use Permit and is not agricultural in nature.

The proposed R-6 zoning serves as an appropriate transition between the adjacent planned residential developments and the remaining undeveloped property in the area. The request is compatible with the surrounding residential character and represents a logical extension of existing residential development patterns already established along Berryhill Road.

The Memphis and Shelby County Unified Development Code states that the R-6 district is intended to accommodate single-family detached residential development in areas where similar lot sizes are already part of the surrounding development fabric. The proposed rezoning is consistent with this intent, particularly given the adjacent Miller's Point development pattern and nearby R-8 and RU-2 zoning classifications.

The request also satisfies the standards and considerations applicable to zoning amendments. The legal purposes for which zoning exists are not contravened by this request. Rather, the rezoning promotes orderly residential growth in an area already characterized by surrounding subdivisions, available sanitary sewer infrastructure, and urban development patterns. The proposed amendment is consistent with the intent and purposes of the Unified Development Code, including encouraging orderly development, protecting neighborhood character, and ensuring development occurs where infrastructure is available and adequate.

To the extent the request differs from any prior land use pattern, conditions in the area have substantially changed over time through continued residential development along Berryhill Road and the extension of urban services. The surrounding area is no longer predominantly agricultural in character, as evidenced by the adjacent planned developments and residential zoning classifications surrounding the property.

The proposed rezoning will not create a material adverse impact on adjoining property owners. The proposed use consists of low-density single-family residential lots that are compatible with surrounding residential development. The request is less intensive than nearby RU-2 zoning classifications and is buffered to the north by the existing Special Use Permit cell tower property.

Additionally, the request is not intended to create a special benefit for a single property owner to the detriment of the public. Instead, it allows reasonable residential development of a parcel located within an area where the surrounding development pattern, zoning, and available infrastructure are consistent and support the request.

Traffic impacts associated with the proposed rezoning are expected to be minimal. The proposed development is anticipated to yield approximately six (6) single-family residential lots. Based on standard trip generation rates for single-family detached residential development, the project would generate only approximately 4 to 6 vehicle trips during the typical peak hour. By comparison, existing traffic volumes along the Berryhill Road corridor are substantially greater, with reported traffic counts of approximately 11,038 AADT near the intersection of Berryhill Road and Macon Road and approximately 5,243 AADT near Berryhill Road and Highway 64. The subject property is located between these two traffic count locations along an already established collector corridor serving surrounding residential development. Access is anticipated from Berryhill Road and Berry Hollow Drive, both of which already serve existing residential subdivisions in the area. Given the limited number of lots proposed, the low projected peak-hour trip generation, and the existing roadway capacity and traffic volumes along the corridor, the proposed rezoning is not expected to create a material traffic or circulation concern.

Public infrastructure is adequate to support the proposed zoning classification. Public sanitary sewer, water, gas, and electric are available to the property, and the anticipated development yield of approximately six single-family lots represents a minor extension of the existing residential development pattern already served by public roads and utilities in the area.

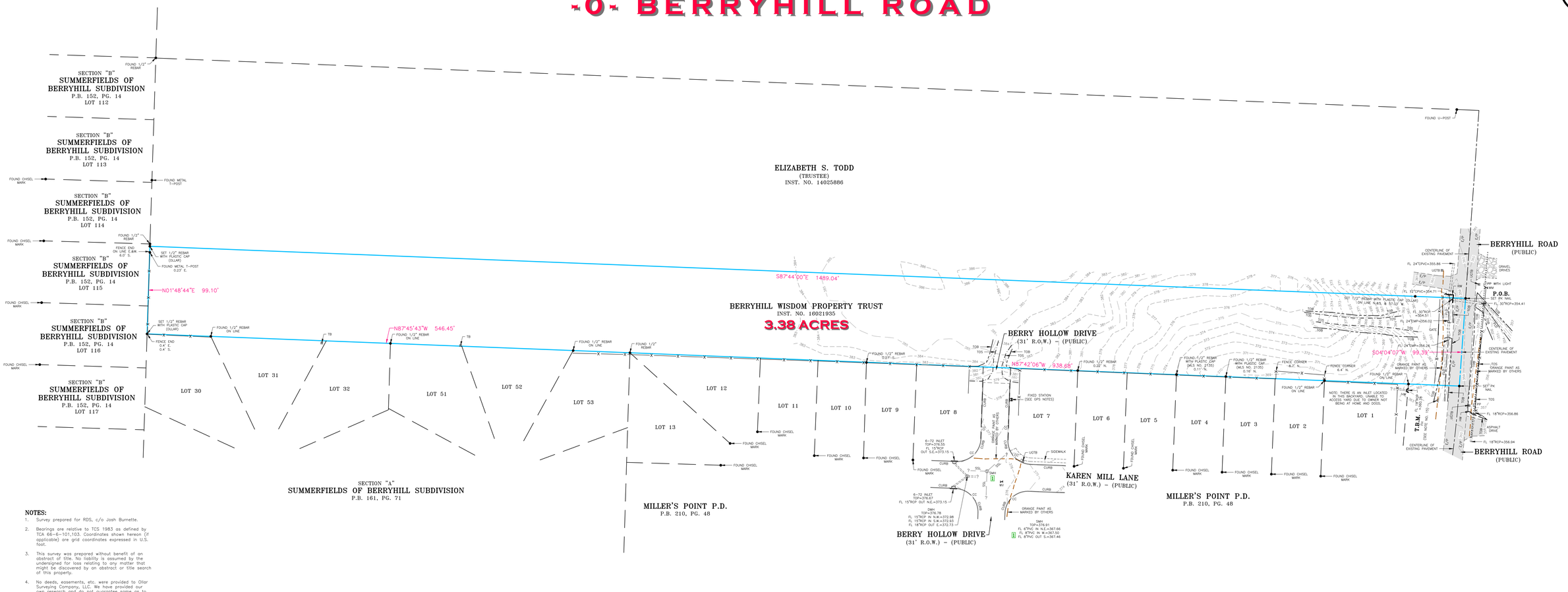
Thank you for considering this request. Please contact us if additional information is needed.

Regards,



Josh Burnette, P.E.

-0- BERRYHILL ROAD



NOTES:

1. Survey prepared for RDS, c/o Josh Burnette.
2. Bearings are relative to TCS 1983 as defined by TCA 66-6-101,103. Coordinates shown hereon (if applicable) are grid coordinates expressed in U.S. foot.
3. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of this property.
4. No deeds, easements, etc. were provided to Ollar Surveying Company, LLC. We have provided our own research and do not guarantee same as to accuracy or completeness.
5. Adjoining property owners' and deed references and street information were provided by Ollar Surveying Company, LLC. and are not guaranteed as to accuracy or completeness.
6. Adjoining property lines as shown were not surveyed at this time, unless noted by location of property corners. Adjoining property lines derived using deeds as shown.
7. There may be visible/non-visible structures located on this property that were obstructed or not visible on the date of the survey and are not shown.
8. There may be underground or non-visible utilities, drain and/or sewer lines across this property that are not shown. The proper utility authorities should be contacted for more specific locations and information on underground utilities.
9. Subsurface and environmental conditions were not examined or considered as a part of this survey.
10. Governmental jurisdictional areas, if any, which might impact on the use of the premises were not located. No liability is assumed by the undersigned for any loss resulting from the exercise of any governmental jurisdiction affecting the use of the premises.
11. If this survey plat is provided in electronic form (AutoCad Drawing file), said copy must be compared to the original survey issued (either sealed hard copy or digitally sealed Adobe PDF) to insure the accuracy of the information and to further insure that no changes, alterations or modifications have been made. No reliance should be made on said AutoCad Drawing file transmitted unless first compared to the original sealed document issued at the time of the survey.
12. Ollar Surveying Company, LLC. will provide, if requested, printed versions of this survey and will have the original seal of surveyor. Additionally, a digitally sealed Adobe PDF version of this survey will be provided to the party(ies) listed in Note #1 as well as any party(ies) listed in the survey certification.
13. This survey has been prepared for the party(ies) listed in Note #1 and/or the party(ies) listed in the survey certification. Said survey, either sealed hard copy or digitally sealed Adobe PDF is the property of Ollar Surveying Company, LLC. and those party(ies) listed in Note #1 and/or the party(ies) listed in the survey certification.

    Except for the party(ies) listed in Note #1 and/or the party(ies) listed in the survey certification, this survey may not be copied, reproduced or distributed, nor shall any alteration be made to this survey in whole or in part, without the expressed written permission of Ollar Surveying Company, LLC.

    Further, this survey, either digitally sealed Adobe PDF, photocopied replication or the like, may not be used by any person/company other than those listed in Note #1 and/or the party(ies) listed in the survey certification i.e. attorney(ies), real estate agent(s), surveying company(ies) or similar type company(ies) for the facilitation of future transactions involving this surveyed property without the expressed written permission of Ollar Surveying Company, LLC.
14. This property is located in Zone "X", which is not located in a Special Flood Hazard Area per Flood Insurance Rate Map, Map No. 47157C0317G, Community Panel No. 470214 0317 G, Effective Date: February 06, 2013.
15. Temporary Benchmark (T.B.M.): Top of cap screw on fire hydrant, located between "MUEKLER". Said fire hydrant is located on the west side of Berryhill Road, near the southeast corner of the SUBJECT property as shown hereon.

    Elevation on (T.B.M.) was derived from GPS observation utilizing TDOT reference station #45. Elevation: 361.43
16. Elevations shown hereon were taken on the ground using T.B.M. noted hereon.
17. Contours were derived from elevations taken on the ground by means of radial topo and are relative to T.B.M. noted hereon.
18. Contours shown hereon were plotted at one foot intervals for convenience only.
19. No recorded right-of-way dedication was found for Berryhill Road.
20. Reference is hereby made to Quit Claim Deed recorded in instrument No. 16021935.
21. For the purpose of this survey, interior improvements (if shown) which have dimensions to the exterior boundary line(s) as shown hereon can be definitively relied upon. Non-dimensioned interior improvement locations (if shown) are graphic representations and should not be used for design purposes.

NOTES:

CC	CURB CUT
CMP	CORRUGATED METAL PIPE
CPVC	CORRUGATED PVC PIPE
DMH	DRAIN MANHOLE
E.	EAST
E/P	EDGE OF PAVEMENT
FH	FIRE HYDRANT
FL	FLOWLINE
FLD	FLOWLINE OF DITCH
HW	HEADWALL
INST.	INSTRUMENT
N.	NORTH
NO.	NUMBER
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
PG.	PAGE
PP	POWER POLE
R.O.W.	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
S.	SOUTH
SMH	SEWER MANHOLE
SSL	SANITARY SEWER LINE
T.B.M.	TEMPORARY BENCHMARK
TB	TELEPHONE BOX
TOB	TOP OF BANK
TOS	TOE OF SLOPE
UGTB	UNDERGROUND TELEPHONE BOX
W.	WEST
WM	WATER METER
WV	WATER VALVE
x	FENCE
	OVERHEAD LINES

DESCRIPTIVE LOCATION OF PROPERTY:

The property is located on the west side of Berryhill Road, and 178' +/- north of Karen Mill Lane.

GPS NOTES:

1. For boundary and topographic aspects of this survey, RTK GPS positional data was observed on the dates of 05-14-2026 and 05-15-2026.
2. A Trimble R8s dual frequency receiver was used.
3. The grid coordinates of the Fixed Station shown were derived using a VRS network of CORS stations referenced to NAD 83 (2011) (Epoch 2010), Geoid 18.
4. Positional accuracy of the GPS vectors does not exceed: Horizontal 0.05' - Vertical 0.10'.
5. Combined Grid Factor: 1.0000007824 centered on Fixed Station as shown hereon.
6. It is the opinion of this surveyor that the precision of the GPS survey meets or exceeds the unadjusted survey minimum accuracy standards for a Category I Survey.

CERTIFICATE:

I hereby certify that this is a Category I Survey and that the ratio of precision of the unadjusted survey is greater than 1:10,000, and is in compliance with the current Tennessee minimum standards of practice.

OLLAR SURVEYING COMPANY, LLC.

DOUGLAS C. SWIFT
REGISTERED LAND SURVEYOR
STATE OF TENNESSEE NO. 1617

BY _____
Douglas C. Swift, R.L.S.
Tennessee Reg. No. 1617

DESCRIPTION:

Description of the Berryhill Wisdom Property Trust property recorded in Instrument No. 16021935 in Memphis, Shelby County, Tennessee:

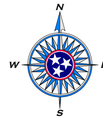
Beginning at a set pk nail in the centerline of existing pavement in Berryhill Road (Public), said point being the northeast corner of said property recorded in Instrument No. 16021935 and the southeast corner of the Elizabeth S. Todd (Trustee) property recorded in Instrument No. 14025886; thence South 04 degrees 04 minutes 07 seconds West along the centerline of existing pavement in said Berryhill Road, 99.39 feet to a set pk nail at the southeast corner of said property recorded in Instrument No. 16021935 and in the eastwardly projection of the north line of Lot 1, Miller's Point P.D. recorded in Plat Book 210, Page 48; thence North 87 degrees 42 minutes 06 seconds West along the south line of said property recorded in Instrument No. 16021935, along the eastwardly projection of the north line of Lot 1 of said Subdivision recorded in Plat Book 210, Page 48, along a north line of said Berryhill Road per said Subdivision recorded in Plat Book 210, Page 48 and along the north line of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 of said Subdivision recorded in Plat Book 210, Page 48 and along the north terminus of Berry Hollow Drive (31' R.O.W.) - (Public), 938.68 feet to a found 1/2" rebar at the northwest corner of Lot 12 of said Subdivision recorded in Plat Book 210, Page 48, the northwest corner of Lot 13 of said Subdivision recorded in Plat Book 210, Page 48 and the northeast corner of Lot 53, Section "A", Summerfields of Berryhill Subdivision recorded in Plat Book 161, Page 71; thence North 87 degrees 45 minutes 43 seconds West along the south line of said property recorded in Instrument No. 16021935 and along the north line of Lot 53, Lot 52, Lot 51, Lot 32, Lot 31 and Lot 30 of said Subdivision recorded in Plat Book 161, Page 71, 546.45 feet to a set 1/2" rebar with plastic cap (OLLAR) at the southwest corner of said Property recorded in Instrument No. 16021935 and in the east line of Lot 116, Section "B", Summerfields of Berryhill Subdivision recorded in Plat Book 152, Page 14; thence North 01 degrees 48 minutes 44 seconds East along the west line of said property recorded in Instrument No. 16021935 and along the east line of Lot 116 and Lot 115 of said Subdivision recorded in Plat Book 152, Page 14, 99.10 feet to a set 1/2" rebar with plastic cap (OLLAR) at the northwest corner of said property recorded in Instrument No. 16021935 and the southwest corner of said property recorded in Instrument No. 14025886; thence South 87 degrees 44 minutes 00 seconds East along the north line of said property recorded in Instrument No. 16021935 and along the south line of said property recorded in Instrument No. 14025886, passing a set 1/2" rebar with plastic cap (OLLAR) at 1432.01 feet and continuing for a total distance of 1489.04 feet to the POINT OF BEGINNING and containing 3.38 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.



SHELBY COUNTY, TENNESSEE

OLLAR
SURVEYING COMPANY, LLC
3157 Hwy 64, Ste. 250 - Eads, TN 38028
901.465.5555 - OllarSurveying.com



TCS 1983

SURVEY OF THE
BERRYHILL WISDOM PROPERTY TRUST
PROPERTY
RECORDED IN
INSTRUMENT NO. 16021935
MEMPHIS, SHELBY COUNTY, TENNESSEE
SHEET 1 OF 1
SCALE: 1"=40' DATE: MAY 15, 2026

40 0 40
Scale: 1" = 40'

Description of the Berryhill Wisdom Property Trust property recorded in Instrument No. 16021935 in Memphis, Shelby County, Tennessee:

Beginning at a set pk nail in the centerline of existing pavement in Berryhill Road (Public), said point being the northeast corner of said property recorded in Instrument No. 16021935 and the southeast corner of the Elizabeth S. Todd (Trustee) property recorded in Instrument No. 14025886; thence South 04 degrees 04 minutes 07 seconds West along the centerline of existing pavement in said Berryhill Road, 99.39 feet to a set pk nail at the southeast corner of said property recorded in Instrument No. 16021935 and in the eastwardly projection of the north line of Lot 1, Miller's Point P.D. recorded in Plat Book 210, Page 48; thence North 87 degrees 42 minutes 06 seconds West along the south line of said property recorded in Instrument No. 16021935, along the eastwardly projection of the north line of Lot 1 of said Subdivision recorded in Plat Book 210, Page 48, along a north line of said Berryhill Road per said Subdivision recorded in Plat Book 210, Page 48 and along the north line of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 of said Subdivision recorded in Plat Book 210, Page 48 and along the north terminus of Berry Hollow Drive (31' R.O.W.) – (Public), 938.68 feet to a found 1/2" rebar at the northwest corner of Lot 12 of said Subdivision recorded in Plat Book 210, Page 48, the northwest corner of Lot 13 of said Subdivision recorded in Plat Book 210, Page 48 and the northeast corner of Lot 53, Section "A", Summerfields of Berryhill Subdivision recorded in Plat Book 161, Page 71; thence North 87 degrees 45 minutes 43 seconds West along the south line of said property recorded in Instrument No. 16021935 and along the north line of Lot 53, Lot 52, Lot 51, Lot 32, Lot 31 and Lot 30 of said Subdivision recorded in Plat Book 161, Page 71, 546.45 feet to a set 1/2" rebar with plastic cap (OLLAR) at the southwest corner of said Property recorded in Instrument No. 16021935 and in the east line of Lot 116, Section "B", Summerfields of Berryhill Subdivision recorded in Plat Book 152, Page 14; thence North 01 degrees 48 minutes 44 seconds East along the west line of said property recorded in Instrument No. 16021935 and along the east line of Lot 116 and Lot 115 of said Subdivision recorded in Plat Book 152, Page 14, 99.10 feet to a set 1/2" rebar with plastic cap (OLLAR) at the northwest corner of said property recorded in Instrument No. 16021935 and the southwest corner of said property recorded in Instrument No. 14025886; thence South 87 degrees 44 minutes 00 seconds East along the north line of said property recorded in Instrument No. 16021935 and along the south line of said property recorded in Instrument No. 14025886, passing a set 1/2" rebar with plastic cap (OLLAR) at 1432.01 feet and continuing for a total distance of 1489.04 feet to the POINT OF BEGINNING and containing 3.38 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

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.

16021935

03/08/2016 - 09:13 AM

4 PGS	
CHRISTINAM 1434079-16021935	
VALUE	12500.00
MORTGAGE TAX	0.00
TRANSFER TAX	46.25
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	69.25

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the County of Shelby, a political subdivison of the State of Tennessee, for and in consideration of:

TWELVE THOUSAND, FIVE HUNDRED DOLLARS & NO/100 **$12,500.00 Dollars,**

does hereby bargain, sell, remise, quit claim and convey unto the said:

BERRYHILL WISDOM PROPERTY TRUST

the following described real estate located in Shelby County, Tennesee, to-wit:

(SEE ATTACHED EXHIBIT "A")

Being the same property conveyed to Shelby County Government in Tax Sale **1102** on which sale was confirmed in Docket #

Property Address: 0 BERRYHILL **Parcel #** 09660000002080

Conveyance of the above described property is made without warranties of any sort.

IN WITNESS WHEREOF, the grantor has caused this instrument to be executed by the duly authorized County Trustee , this 11th day of February, 2016.

BY _____
DAVID C. LENOIR, SHELBY COUNTY TRUSTEE

STATE OF TENNESSEE, COUNTY OF SHELBY
Before me, a Notary Public in and for said County, duly commissioned and qualified, personally appeared David C. Lenoir, as Trustee of Shelby County, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 11th day of Feb, 2016.

_____
NOTARY PUBLIC

My Commission Expires:

BARBARA BLOCKER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. FEB. 05, 2019

IN WITNESS WHEREOF, the grantor has caused this instrument to be executed by the duly authorized County Mayor, this 11th day of February, 2016.

BY _____
MARK H. LUTTRELL, JR. SHELBY COUNTY MAYOR

STATE OF TENNESSEE, COUNTY OF SHELBY
Before me, a Notary Public in and for said County, duly commissioned and qualified, personally appeared Mark H. Luttrell, Jr. as Mayor of Shelby County, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 11th day of February 2016.

_____
NOTARY PUBLIC

My Commission Expires:
My Commission Expires May 11, 2019

SARAH FAULKNER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

APPROVED AS TO FORM:

BY _____
(JOHN ZELINKA BPR#18303)
DELINQUENT TAX ATTORNEY

RECORDING DATA ONLY

Return Address:

Office of the Shelby County Trustee
157 Poplar Avenue - Third Floor
Memphis, TN 38103

ATTENTION: SABRINA SAMUELS

Property Address:

0 BERRYHILL

09660000002080

Mail Tax Bills To:

BERRYHILL WISDOM PROPERTY TRUST

11781 MAGNOLIA PARK COURT

LAS VEGAS NV 89141

Property Owner:

BERRYHILL WISDOM PROPERTY TRUST

11781 MAGNOLIA PARK COURT

LAS VEGAS NV 89141

This instrument prepared by:
(JOHN ZELINKA BPR#18303)
DELINQUENT TAX ATTORNEY
157 POPLAR AVENUE, 2ND FLOOR
MEMPHIS, TN 38103

STATE TAX_____

REGISTER'S FEE_____

RECORDING FEE_____

TOTAL_____

I/We hereby swear/affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $12,500.00

AFFIANT

Subscribed and sworn to before me this 17th day of Feb, 20 16.

NOTARY

My Commission expires:

BARBARA BLOCKER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. FEB. 05, 2019

"Exhibit A"

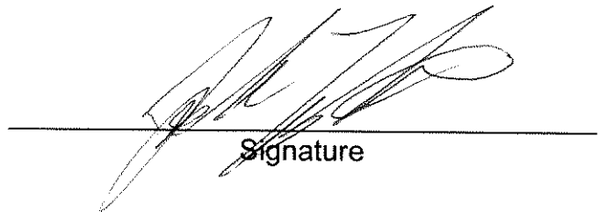
Part of Lot 5, R. B. Davis Estate, in Memphis, Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a point in the east line of Lot 5, said point being located 206.20 feet northwardly from the southeast corner of said Lot 5; thence westwardly parallel with the south line of Lot 5 of said subdivision, a distance of 1478.40 feet to a point; thence northwardly parallel to Berryhill Road, a distance of 99.10 feet to a point; thence eastwardly and parallel with the south line of Lot 5 of said subdivision, a distance of 1478.40 feet to a point in the center line of Berryhill Road, the east line of Lot 5 of said subdivision; thence southwardly along the center line of Berryhill Road, a distance of 99.10 feet to the point of beginning.

Being the same property as described in Instrument No. L9 7763. The above description is the same as found in prior deed of record as a boundary line survey was not done at the time of this conveyance.

PARCEL ID: 09660000002080

I, John Zelinka, do hereby make oath that I am a licensed attorney and/or the custodian of the paper version of the electronic record tendered for registration herewith and that this is a true and correct copy of the electronic record executed pursuant to § 47-10-112 and other provisions of the Uniform Electronic Transactions Act or other provisions of law.



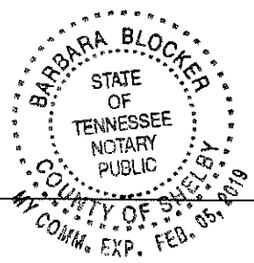
Signature

STATE OF TENNESSEE)
COUNTY OF SHELBY)

On this 2nd day of February 2016, before me personally appeared John Zelinka, to me known to be the person described in and who acknowledges that this certification is true and correct and whose signature I have witnessed.



NOTARY PUBLIC



My Commission Expires: _____

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

July 9, 2026

Josh Burnette
3157 Highway 64, Suite 200
Eads, TN 38028

Sent via electronic mail to: josh@rendevco.net

Case Number: Z 2026-005
LUCB Recommendation: Approval

Dear applicant,

On Thursday, July 9, 2026, the Memphis and Shelby County Land Use Control Board recommended ***approval*** of your rezoning application located at 2021 Berryhill Road to be included in the Residential Single-Family – 6 (R-6) Zoning District.

This application will be forwarded, for final action, to the Council of the City of Memphis. Ordinances appear on three consecutive Council Agendas with the third one being the Public Hearing. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

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

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

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at chloe.christion@memphistn.gov.

Respectfully,

Chloe Christion

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

Cc:
File

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO THE ZONING MAP OF THE CITY OF MEMPHIS

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Memphis in the Council Chambers, First Floor, City Hall, 125 North Main Street, Memphis, Tennessee 38103 on Tuesday, _____ at 4:00 P.M., in the matter of amending the Zoning Map of the City of Memphis, being Chapter 28, Article IV of the Code of Ordinances, City of Memphis, Tennessee, as amended, as follows:

CASE NUMBER:	Z 2026-005
LOCATION:	2021 Berryhill Road
COUNCIL DISTRICTS:	District 1 and Super District 9 – Positions 1, 2, and 3
OWNER/APPLICANT:	Berryhill Wisdom Property Trust
REPRESENTATIVE:	Josh Burnette
REQUEST:	Rezoning of +/-3.36 acres from Conservation Agriculture (CA) to Residential Single-Family – 6 (R-6)

RECOMMENDATIONS:

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

Memphis and Shelby County Land Use Control Board: ***Approval***

NOW, THEREFORE, you will take notice that on Tuesday, _____, at 3:30 P.M. the City Council of the City of Memphis, Tennessee will be in session at the City Hall, Council Chambers, 125 North Main Street, Memphis, Tennessee 38103 to hear remonstrance's or protests against the making of such changes; such remonstrance's or protests must be by personal appearances, or by attorneys, or by petition, and then and there you will be present if you wish to remonstrate or protest against the same.

THIS THE _____, _____

JANA SWEARENGEN WASHINGTON
CHAIRWOMAN OF COUNCIL

ATTEST:

KAMETRIS WYATT
CITY COMPTROLLER

TO BE PUBLISHED:

MOSLEY VANDER
9110 KAREN MILL CV #
CORDOVA TN 38016

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

FLYNN STEVEN T & ANTOINETT...
200 LOYDE LN #
PIPERTON TN 38017

ROBERTS EARL A AND VERLYN...
9063 FULTON LN #
CORDOVA TN 38016

MCCONNELLKEVIN AND MARI...
2048 MILBREY ST #
CORDOVA TN 38016

NEAL SARAH C
2022 ABBOTT CV #
CORDOVA TN 38016

GARDENS OF BERRYHILL HOM...
890 WILLOW TREE CIR #1
CORDOVA TN 38018

SCHNEIDER FAMILY REVOCABL...
2042 BOHEMIA CV #
CORDOVA TN 38016

YAMASA CO LTD
PO BOX 4090 #
SCOTTSDALE AZ 85261

NEWBILL YANG C
9005 DEXTER RD #
CORDOVA TN 38016

TODD ELIZABETH S LIVING TR...
2075 BERRYHILL RD #
CORDOVA TN 38016

THOMAS ANDREA M
9010 SUCCESS CV #
CORDOVA TN 38016

WHITE YVETTE C
9033 DEXTER RD #
CORDOVA TN 38016

HILLS WINFRED & DEBORAH L ...
2036 BOHEMIA CV #
CORDOVA TN 38016

HALE NATRIKA
9001 SUCCESS CV #
CORDOVA TN 38016

GIPSON ARTEREAN & BRITNEY
9041 DEXTER RD #
CORDOVA TN 38016

LA TUYEN N
9012 JOHNSTON ST #
CORDOVA TN 38016

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

GRANDERSON 2014 REVOCAB...
1319 PALM LN #
PHOENIX AZ 85007

GALATAS JOHN I IV & SARAH E
9026 JOHNSTON ST #
CORDOVA TN 38016

SMITH NICHOLAS D & KAYLA
2007 ABBOTT CV #
CORDOVA TN 38016

BUYSMAN KEVIN A
1140 DIVISION ST #
GENEVA IL 60134

ANTHONY REVOCABLE LIVING ...
2048 BERRYHILL RD #
CORDOVA TN 38016

FAIRCLOTH DANA
9011 SUCCESS CV #
CORDOVA TN 38016

MALDONALDO BERNARD M & A...
1944 MILBREY ST #
CORDOVA TN 38016

WILLIAMS DAVID M & DEE
9013 JOHNSTON ST #
CORDOVA TN 38016

RIDGWAY CARTER F & KIMBER...
1990 MILBREY ST #
CORDOVA TN 38016

ANTHONY REVOCABLE LIVING ...
2048 BERRYHILL RD #
CORDOVA TN 38016

JOHNSON TERENCE
2018 MILBREY ST #
CORDOVA TN 38018

BOSTON VICTOR & ANTIONETT...
1980 BERRY HOLLOW #
CORDOVA TN 38016

MOONEN TONYA M
1990 BOHEMIA DR #
CORDOVA TN 38016

SPLINTER JOSEPH T
9216 LAZZINI CV #
CORDOVA TN 38016

CASSIDY CAROLE A REVOCAB...
1965 KENMONT DR #
CORDOVA TN 38016

YAMASA CO LTD
PO BOX 4090 #
SCOTTSDALE AZ 85261

LI CHEN
52 CAMBRIDGE RD #
GREAT NECK NY 11023

ZTC PROPERTY INVESTMENTS...
4431 ROSENWALD LN #
FAIRFAX VA 22030

SHERRILL ORTRICE J
9022 STRAIT CV #
CORDOVA TN 38016

PROGRESS MEMPHIS LLC
PO BOX 1090 #
SCOTTSDALE AZ 85261

LI YUHUA & HONGZHONG ZHA...
9020 HIGDON CV #
CORDOVA TN 38016

WATKINS CYNTHIA & ROBERT ...
1987 BOHEMIA DR #
CORDOVA TN 38016

MOORE ALEXANDER AND TER...
1975 ABBOTT CV #
CORDOVA TN 38016

YAMASA CO LTD
PO BOX 4090 #
SCOTTSDALE AZ 85261

PIKE JAMES C SR & BETTY R
1982 MILBREY ST #
CORDOVA TN 38016

HUMPHREY BRENDA F
1973 ADA LN #
CORDOVA TN 38016

9100HERVAY TRUST
3592 ROSEMEAD BLVD #170
ROSEMEAD CA 91770

YOGAR NATHANIEL D & COMFO...
1990 ABBOTT CV #
CORDOVA TN 38016

GOPAUL HANSROUTIE
1974 ABBOTT CV #
CORDOVA TN 38016

DURAN MARTA A AND MANUEL ...
9130 HERVAY CV #
CORDOVA TN 38016

CLAXTON RONALD AND DEREA...
1982 ABBOTT CV #
CORDOVA TN 38016

CARTWRIGHT ERICK & TASHA
9031 STRAIT CV #
CORDOVA TN 38016

EDWARDS CHANDRA
9140 HERVEY CV #
CORDOVA TN 38016

THOMAS FEREBEE
1981 ADA CV #
CORDOVA TN 38016

MONSON ALAN A
8008 ROOSEVELT ST #
MIDVALE UT 84047

CSMA BLT LLC
600 GALLERIA PWKY #300
ATLANTA GA 30339

ARMM ASSETS 2 LLC
401 CONGRESS AVE #33
AUSTIN TX 78701

PROGRESS MEMPHIS LLC
PO BOX 4090 #
SCOTTSDALE AZ 85261

ONE SMALL STEP LLC
9150 HERVAY CV #
CORDOVA TN 38016

VB NINE LLC
3500 PARK CENTER DR #100
DAYTON OH 45414

DUMAN CRAIG J & FRANCES C
31566 RAILROAD CANYON RD ...
CANYON LAKE CA 92587

ARNETT GAVIN W
1885 MUD HEN DR #
COLORADO SPRINGS CO 8092...

CARTER BRYAN D & JESSICA
1984 THREE PINES CV #
CORDOVA TN 38016

MCKINNEY TOYSHA B
9095 FULTON LN #
CORDOVA TN 38016

BAF ASSETS LLC
5001 PLAZA ON THE LAKE #2...
AUSTIN TX 78746

SHARIF RUMANA M REVOCABL...
1994 BERRY HOLLOW DR #
CORDOVA TN 38016

FLOWERS KAMISHA L
2025 MYRON CV #
CORDOVA TN 38016

WADE SHERRI L
2012 BOHEMIA DR #
CORDOVA TN 38016

SINGH NARINDER
7431 PLUM BLOSSOM DR #
CUPERTINO CA 95014

GARNER JAMES D & MARILYN ...
2008 BOHEMIA DR #
CORDOVA TN 38016

HUTSON WAYNE D REVOCABL...
PO BOX 34202 #
BARTLETT TN 38184

FKH SFR PROPCO A LP
600 GALLERIA PWKY #300
ATLANTA GA 30339

PROGRESS RESIDENTIAL BOR...
PO BO 4090 #
SCOTTSDALE AZ 85261

LUMINA HOLDINGS LLC
5100 POPLAR AVE #1503
MEMPHIS TN 38137

WHITE JOHN C III
1964 ADA CV #
CORDOVA TN 38016

THOMAS FELICIA M
1995 ADA CV #
CORDOVA TN 38016

SANCHEZ MARIO R AND MARIA...
9115 KAREN MILL CV #
CORDOVA TN 38016

HAMILTON WINFRED E
1980 ADA LN #
CORDOVA TN 38016

THOMPSON DEWAYNE & DENI...
1974 MILBREY ST #
CORDOVA TN 38016

SEDORY DANIEL B
9133 KAREN MILL CV #
CORDOVA TN 38016

VELIZ CARLOS N AND RENE A
9200 LAZZINI CV #
CORDOVA TN 38016

STINSON GLENDA
1975 MYRON CV #
CORDOVA TN 38016

MILLER MAXINE
9127 KAREN MILL CV #
CORDOVA TN 38016

CARRICK REGINALD R
1981 KENMONT ST #
CORDOVA TN 38016

SCOTT DELAWN A
9003 STRAIT CV #
CORDOVA TN 38016

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

BRYANT JUJUANNA
9179 KAREN MILL LN #
CORDOVA TN 38016

AGUIRRE JOSE V AND ERNEST...
2054 BOHEMIA CV #
CORDOVA TN 38016

POWELL LASHONDA C
9178 KAREN MILL DR #
CORDOVA TN 38016

PERRY LAKISHA & RAMONE
9149 KAREN MILL LN #
CORDOVA TN 38018

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

REEDER RANDY E & KIMBERLY ...
9172 KAREN MILL LN #
CORDOVA TN 38016

BRUNO ASHLEY R
9045 FULTON LN #
CORDOVA TN 38016

TODD ELIZABETH S LIVING TR...
2075 BERRYHILL RD #
CORDOVA TN 38016

GRANDERSON 2014 REVOCAB...
1319 PALM LN #
PHOENIX AZ 85007

SMITH TREVOR J
9053 FULTON LN #
CORDOVA TN 38016

MARTINEZ MANUEL & RAQUEL ...
8993 DEXTER RD #
CORDOVA TN 38016

BAF ASSETS LLC
5001 PLAZA ON THE LAKE #2...
AUSTIN TX 78746

COX TAMIKA
9069 FULTON LN #
CORDOVA TN 38016

MURSHED AHLAM
9015 DEXTER RD #
CORDOVA TN 38016

WASHINGTON MARLIN & PATRI...
8979 LINDSTROM DR #
CORDOVA TN 38016

MCPHERSON MICHELLE L
9075 FULTON LN #
CORDOVA TN 38016

PR BORROWER 26 LLC
PO BOX 4090 #
SCOTTSDALE AZ 85261

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

GUPTA GARG FAMILY YRUST
4076 DEEP CREEK RD #
FREMONT CA 94555

LOWDER BETTY
2074 MILBREY ST #
CORDOVA TN 38016

DAVIS WILLIAM R & LEE ANN
2071 BOHEMIA CV #
CORDOVA TN 38016

SUTTON SAEED
9085 FULTON LN #
CORDOVA TN 38016

WU LIU FAMILY TRUST
692 ROLLING ROCK CV #
CORDOVA TN 38018

MATSON HERITAGE INVESTME...
2533 1575 #
VERNAL UT 84078

PATIL SWATI REVOCABLE LIVIN...
8400 SELKIRK CV #
GERMANTOWN TN 38139

BAKERKENNETH J & DENISE D
1931 230 EAST ST #
OREM UT 84057

GRUNDMAN HELEN AND DAVID...
2041 MILBREY ST #
CORDOVA TN 38016

CITY OF MEMPHIS
125 MAIN ST #
MEMPHIS TN 38103

RAJPUT GAJENDRA S
2072 BOHEMIA CV #
CORDOVA TN 38016

ALEXANDER REGINALD J & CO...
9004 JOHNSTON ST #
CORDOVA TN 38016

HARRIS MARLON M G AND LAN...
2091 BERRYHILL RD #
CORDOVA TN 38016

WILLIAMS CORNELIUS AND SH...
2066 BOHEMIA CV #
CORDOVA TN 38016

HAYES JOHN G JR & ELIZABET...
765 POPLAR AVE #
COLLIERVILLE TN 38017

GRANDERSON 2014 REVOCAB...
1319 PALM LN #
PHOENIX AZ 85007

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

PETERSEN JUSTIN
500 STANYAN ST #405
SAN FRANCISCO CA 94117

WEBB RANDALL B
2030 BOHEMIA CV #
CORDOVA TN 38016

LEACH ONGELIA
9020 SUCCESS CV #
CORDOVA TN 38016

SMITH JILL E
9021 SUCCESS CV #
CORDOVA TN 38016

DIEP JOSEPH B AND THUYUYE...
8975 JOHNSTON ST #
CORDOVA TN 38016

HOME SFR BORROWER LLC
PO BOX 4090 #
SCOTTSDALE AZ 85261

ALLAUDDIN RAZIA
1999 BOHEMIA DR #
CORDOVA TN 38016

BERRYHILL WISDOM PROPERT...
11781 MAGNOLIA PARK CT #
LAS VEGAS NV 89141

PEARCE ANNE V
2024 MYRON CV #
CORDOVA TN 38016

MINOR TIA R
2008 ABBOTT CV #
CORDOVA TN 38016

WALLACE JAMEKA
2024 BOHEMIA DR #
CORDOVA TN 38016

AH4R-TN3 LLC
23975 PARK SORRENTO #300
CALABASAS CA 91302

BAKER CHRISTOPHER S & SAR...
1996 BOHEMIA DR #
CORDOVA TN 38016

MILLER MARC A & CYNTHIA GA...
2024 MILBREY ST #
CORDOVA TN 38016

HENDERSON BRENDA O P AND
2008 MILBREY ST #
CORDOVA TN 38016

GELLER ISSAC J
2004 MYRON CV #
CORDOVA TN 38016

BRYSON EDDIE M IV
9005 JOHNSTON ST #
CORDOVA TN 38016

PLATANIA RHONDA J
2014 ABBOTT CV #
CORDOVA TN 38016

WALKER LEONARD III & NICOL...
1999 ABBOTT CV #
CORDOVA TN 38016

MOORE LEYMONE & NYLOTICE
9019 JOHNSTON ST #
CORDOVA TN 38016

DU HAIMING & YULING ZHAO
2005 MILBREY ST #
CORDOVA TN 38016

BRANDON LINDA A
1987 MILBREY ST #
CORDOVA TN 38016

LONG BARBARA A
9027 JOHNSTON ST #
CORDOVA TN 38016

MACKLIN ZEDRIC & MICHELLE
2002 MILBREY ST #
CORDOVA TN 38016

ABUDIAB AWATIF
1965 MYRON CV #
CORDOVA TN 38016

BRANSON THOMAS W
2017 ABBOTT CV #
CORDOVA TN 38016

BROOKS CLIFTON L & VERNITA...
1496 PINECREST DR #
MEMPHIS TN 38111

YAMASA CO LTD
PO BOX 4090 #
SCOTTSDALE AZ 85261

HOME SFR BORROWER IV LLC
3505 KOGER BLVD #400
DULUTH GA 30096

PEREZ WILLIAM & EILEEN
1997 MILBREY ST #
CORDOVA TN 38016

WOOD RUSSO'S LISA PERSON...
20803 PASADENA AVE #
BUCKEYE AZ 85396

EDWARDS LEWIS
1977 MIBREY ST #
CORDOVA TN 38016

SCHUMAN LLC
3500 DUPONT HWY #
DOVER DE 19901

STRONG TIFFANY L
9203 LAZZINI CV #
CORDOVA TN 38016

OLYMPUS BORROWER LLC
PO BOX 4090 #
SCOTTSDALE AZ 85261

FKH SFR PROPCO B-HLD LP
600 GALLERIA PWKY #300
ATLANTA GA 30339

BROOKMAN BRIGID M
8332 REGIS WAY #
LOS ANGELES CA 90045

HOMAN ALAN M & KAREN S Y ...
1984 MYRON CV #
CORDOVA TN 38016

ALEXANDER LATURA
9023 STRAIT CV #
CORDOVA TN 38016

YAMASA CO LTD
PO BOX 4090 #
SCOTTSDALE AZ 85261

LEZAMA ERNESTO B & SUYAPA...
1983 ABBOTT CV #
CORDOVA TN 38016

WATSON DANIEL D & JORDAN I
1970 BOHEMIA DR #
CORDOVA TN 38018

PORT II PROPERTIES 2020-1 LL...
PO BOX 19201 #
JACKSONVILLE FL 32245

MERMAID BORROWER LLC
401 CONGRESS AVE #33
AUSTIN TX 78701

BRAVO ALEXIS & CATHERINE J
1964 MYRON CV #
CORDOVA TN 38016

WALLACE TRINA R
1954 MYRON CV #
CORDOVA TN 38016

GALLIPEAU SHAWN T
9218 LAZZINI CV #
CORDOVA TN 38016

SEVEN POINTS BORROWER LL...
PO BOX 4090 #
SCOTTSDALE AZ 85261

TURNER WENDY T
1955 ABBOTT CV #
CORDOVA TN 38016

GOLDEN PRAIRIE PROPERTIES...
9557 NAPLES DR #
CYPRESS CA 90630

VILLANUEVA DAVID & JADIYES ...
1966 ABBOTT CV #
CORDOVA TN 38016

DIAZ MICHAEL D & ROWENA C
1955 ADA LN #
CORDOVA TN 38016

ARMM ASSET COMPANY 1 LLC
5001 PLAZA ON THE LAKE #2...
AUSTIN TX 78746

HSU FAMILY TRUST
1980 ELM RIDGE DR #
VISTA CA 92081

HOBSON ROSIE L & TONY
9040 HIGDON CV #
CORDOVA TN 38016

COX CANDIS M
555 WINDING VALLEY CV #
COLLIERVILLE TN 38017

METEORITE CONSTRUCTION P...
5099 OLD SUMMER RD #
MEMPHIS TN 38122

FITZGERALD BRYANT K
1956 ABBOTT CV #
CORDOVA TN 38016

ABAQUIN JENEAH L & KRISTAL ...
1974 MYRON CV #
CORDOVA TN 38016

EBERT KEVIN R & DAWN M
1740 OAKRIDGE DR #
CORONA CA 92882

ORR CHANDRA D AND JESSIC...
9250 LAZZINI CV #
CORDOVA TN 38016

SYLVESTER AND TWEETY TRU...
832 MONTEREY RD #
GLENDALE CA 91206

HENSLEY MELODY A
9271 LAZZINI CV #
CORDOVA TN 38016

EBRON SHELDON C & MARGA...
1968 BERRYHOLLOW #
CORDOVA TN 38016

CARRUTHERS SCHERVONE D ...
9076 HERVAY LN #
CORDOVA TN 38016

MILLER REVOCABLE LIVING FA...
4270 THUNDERHEAD CV #
MEMPHIS TN 38125

AL MASHAT SARAH
9263 KENMONT CV #
CORDOVA TN 38016

STREET LYNN D & VICKIE L
9086 HERVAY LN #
CORDOVA TN 38016

CRAWFORD JOHN W & MYRNA ...
1988 BERRY HOLLOW CV #
CORDOVA TN 38016

COLE CRAIG & TAMARA
1973 KENMONT ST #
CORDOVA TN 38016

LA FLOR AGATE ESTATE LLC
30 GOULD ST #
SHERIDAN WY 82801

WILLIAMS GEORGE
1974 ADA CV #
CORDOVA TN 38016

HOME SFR BORROWER IV LLC
3505 KOGER BLVD #400
DULUTH GA 30096

JONES LEE & LISA
9108 HERVAY LN #
CORDOVA TN 38016

BUFORD ANNETTE
1988 ADA LN #
CORDOVA TN 38016

ABSTON REGINA D
9166 KAREN MILL LN #
CORDOVA TN 38016

CEYHAN ERROL AND JONATHA...
506 LINKS DR #
OCEANSIDE NY 11572

HEAD CURTIS B AND BARBARA...
1996 ADA CV #
CORDOVA TN 38016

WONDE ETETU A
9160 KAREN MILL LN #
CORDOVA TN 38016

FLAGG JAMIA N & GEORGE
9134 HERVAY CV #
CORDOVA TN 38016

ELAYAN IBRAHIM
1975 BERRY HOLLOW DR #
CORDOVA TN 38016

NORRELLS JAMILLAH
9154 KAREN MILL LN #
CORDOVA TN 38016

HARRIS BRANDON L
9259 LAZZINI CV #
CORDOVA TN 38016

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

THOMAS PERCYNTHIA
9132 KAREN MILL CV #
CORDOVA TN 38016

WYGANT STACY
9146 HERVAY CV #
CORDOVA TN 38016

BYNUM VICKI
1960 BERRYHOLLOW #
CORDOVA TN 38016

PROGRESS RESIDENTIAL BOR...
PO BOX 4090 #
SCOTTSDALE AZ 85261

AHN JASON
1027 23RD ST #
SANTA MONICA CA 90403

PIRLEPESOV FAKHRIDDIN O & ...
1993 BERRY HOLLOW DR #
CORDOVA TN 38016

JAMERSON AMOS A & ROSE M...
2116 FOREST HILL IRENE RD ...
CORDOVA TN 38016

CUMMINGS BONNIE
9101 FULTON LN #
CORDOVA TN 38016

HORSLEY DAVID L
9139 KAREN MILL CV #
CORDOVA TN 38016

KOMIS ROBERT A
1965 MYRON CV #
CORDOVA TN 38016

SMITH BENJAMIN J W
1965 BERRYHILL RD #
CORDOVA TN 38016

DANCE LINDA
9111 KAREN MILL CV #
CORDOVA TN 38016

FYR SFR BORROWER LLC
PO BOX 4090 #
SCOTTSDALE AZ 85261

PR BORROWER 26 LLC
PO BOX 4090 #
SCOTTSDALE AZ 85261

LAU DIANA & FENG SHA
47 TOBIN AVE #
GREAT NECK NY 11021

MALONE LINDA D
1955 MYRON CV #
CORDOVA TN 38016

ARC WGCDVTN001 LLC
PO BOX 1159 #
DEERFIELD IL 60015

BATES SUZETTE AND CLAUDIA ...
9120 KAREN MILL CV #
CORDOVA TN 38016

BARNES DENETRICE K
1958 BOHEMIA DR #
CORDOVA TN 38016

ARMM ASSETS 2 LLC
401 CONGRESS AVE #33
AUSTIN TX 78701

HAMILTON TASHA & CORY
2015 MYRON CV #
CORDOVA TN 38016

WARREN ANGELA
1945 MYRON CV #
CORDOVA TN 38016

ALBUNNI OMAR & SUNDUS HO...
1983 THREE PINES CV #
CORDOVA TN 38016

SMOOT AMBER J & TARRIS D
1989 ADA CV #
CORDOVA TN 38016

FKH SFR PROPCO D L P
600 GALLERIA PWKY #300
ATLANTA GA 30339

JORDAN KARESA L
9173 KAREN MILL LN #
CORDOVA TN 38016

MEMPHIS INVESTMENT PROPE...
4701 SUMMER AVE #
MEMPHIS TN 38122

DALE TERRENCE
2035 MYRON CV #
CORDOVA TN 38016

MID SOUTH INVESTMENT HOL...
92 MARYS CREEK CV #
EADS TN 38028

HEATH LEROY Q JR & DAWN
9002 STRAIT CV #
CORDOVA TN 38016

AMH 2015-1 BORROWER LLC
23975 PARK SORRENTO #300
CALABASAS CA 91302

LOBOS NESTOR A
8754 DEWBERRY LN #
CORDOVA TN 38016

JACKSON JUANA
1985 MYRON CV #
CORDOVA TN 38016

PINKSTON JOYCE J LIVING TR...
2024 BERRYHILL RD #
CORDOVA TN 38016

MIAO INVESTMENT CO INC
3789 PIPER BAY LN #
LAKELAND TN 38002

MOORE ALBERT & JOCELYN
9013 STRAIT CV #
CORDOVA TN 38016

RIGHT SEEK INC
3221 POINT HILL CV #
MEMPHIS TN 38125

WATKINS FAMILY REVOCABLE ...
8757 DEXTER RD #
CORDOVA TN 38016

MEMPHIS CITY OF
125 MAIN ST #
MEMPHIS TN 38103

GRANDERSON BETTIE M AND J...
2650 BERRYHILL RD #
CORDOVA TN 38016

DOCKERY DEXTER R & PANCH...
1965 BERRY HOLLOW #
CORDOVA TN 38016

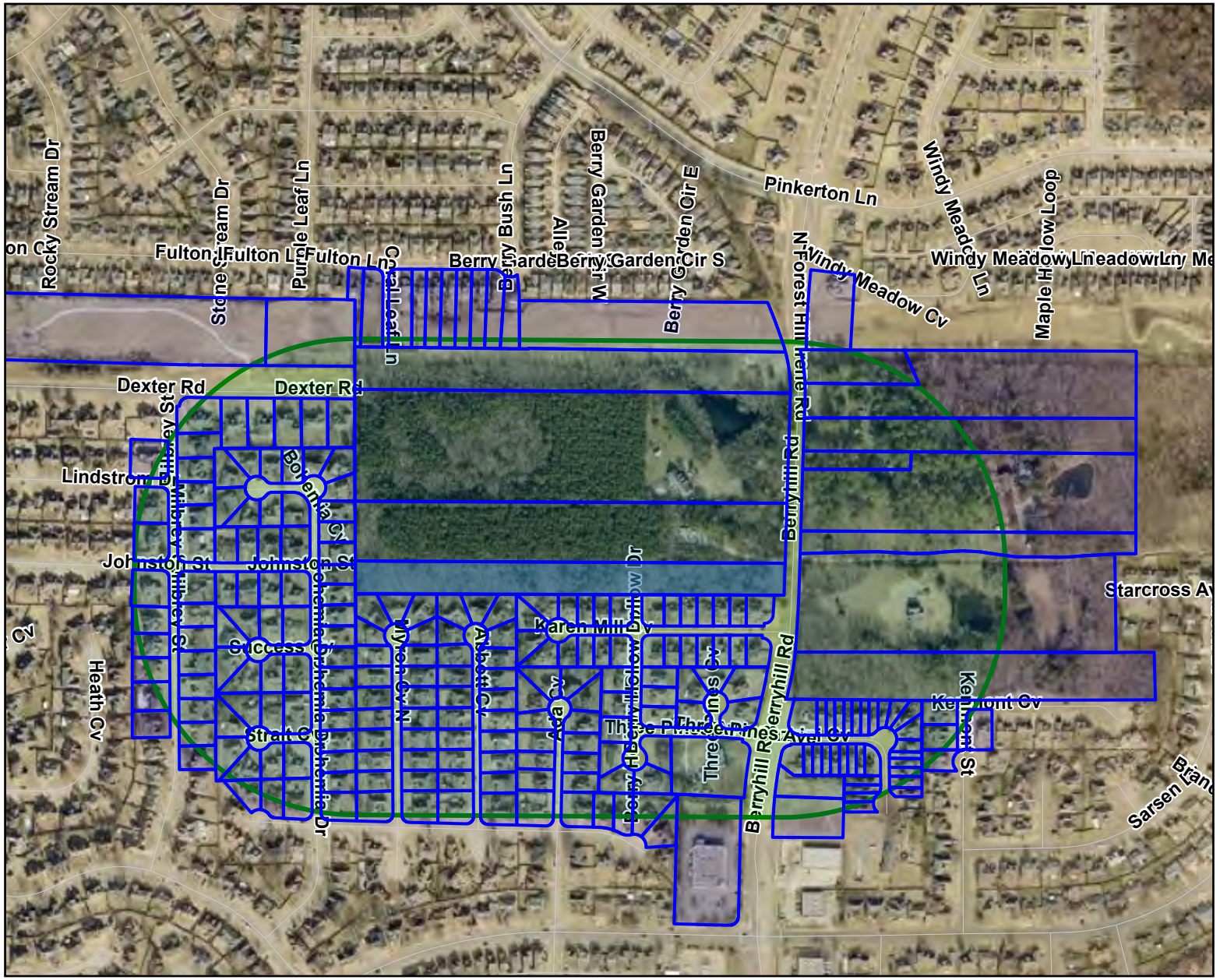
LINDSAY JESSICA A
9148 KAREN MILL LN #
CORDOVA TN 38016

COX ANTONIO & LESLIE N MOR...
1978 THREE PINES CV #
CORDOVA TN 38016

RIGHT SEEK INC
3221 POINT HILL CV #
MEMPHIS TN 38125

Legend

Roads



SHELBY COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS PROVIDED FOR VISUAL REFERENCE ONLY.
IT IS NOT INTENDED TO ESTABLISH PROPERTY BOUNDARIES, LEGAL OWNERSHIP, OR EXACT LOCATION, AND SHOULD NOT BE RELIED UPON FOR SURVEYING, LEGAL, OR PROPERTY DETERMINATION PURPOSES.

MAP DATE: July 27, 2026

N

0 50 100 200 mi

CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

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

Planning & Development
DIVISION

Planning & Zoning COMMITTEE: 08/04/2026
DATE

PUBLIC SESSION: 08/18/2026
DATE

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

ITEM CAPTION: Joint ordinance to amend the Memphis and Shelby County Unified Development Code adopted by the City of Memphis on August 10, 2010, and by Shelby County on August 9, 2010, to establish a procedure for replacing the zoning map, being ZTA 2026-002

CASE NUMBER: ZTA 2026-002

LOCATION: Memphis and unincorporated Shelby County

COUNCIL DISTRICTS: All council districts

OWNER/APPLICANT: Division of Planning and Development

REPRESENTATIVES: Brett Ragsdale, Director

REQUEST: Adopt the recommended amendment to the Unified Development Code

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Required**
Set date for first reading – July 21, 2026
Second reading – August 4, 2026
Third reading – August 18, 2026

PRIOR ACTION ON ITEM:
(1) APPROVAL - (1) APPROVED (2) DENIED
07/09/2026 DATE
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

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

ADMINISTRATIVE APPROVAL: ***DATE*** ***POSITION***

Nicholas M Jacobs — 7-10-26 — PLANNER II
_____ — _____ — DEPUTY ADMINISTRATOR
M M — 7/10/26 — ADMINISTRATOR
_____ — _____ — DIRECTOR (JOINT APPROVAL)
_____ — _____ — COMPTROLLER
_____ — _____ — FINANCE DIRECTOR
_____ — _____ — CITY ATTORNEY

_____ — _____ — ***CHIEF ADMINISTRATIVE OFFICER***
_____ — _____ — ***COMMITTEE CHAIRMAN***

Memphis City Council
Summary Sheet

ZTA 2026-002

JOINT ORDINANCE TO AMEND THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE ADOPTED BY THE CITY OF MEMPHIS ON AUGUST 10, 2010, AND BY SHELBY COUNTY ON AUGUST 9, 2010, TO ESTABLISH A PROCEDURE FOR REPLACING THE ZONING MAP, BEING ZTA 2026-002.

- This amendment will create the process by which the zoning map may be repealed and replaced in its entirety.

- Memphis City Council passed a resolution on August 22, 2023, directing the Division of Planning and Development (DPD) to proceed with public engagement and develop recommendations for the zoning map. DPD has since conducted nearly three years of public engagement and is currently working to finalize these recommendations.

- This amendment will require DPD to mail public notice to the owners of all properties in Memphis and unincorporated Shelby County prior to the Land Use Control Board public hearing for a map replacement. The amendment also regulates the content of said public notice.

- The Memphis and Shelby County Land Use Control Board considered the amendment at its July 9, 2026, meeting and voted unanimously to recommend ***approval.***

- The Division of Planning and Development recommends ***approval***.

- This joint ordinance also requires approval by the Shelby County Board of Commissioners.

- No expenditure of funds/budget amendments are required by this item.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on ***Thursday, July 9, 2026***, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	ZTA 2026-002
LOCATION:	Memphis and unincorporated Shelby County
COUNCIL DISTRICT(S):	All Council Districts
OWNER/APPLICANT:	Division of Planning and Development
REPRESENTATIVE:	Brett Ragsdale, Director
REQUEST:	Adopt the recommended amendment to the Unified Development Code

---

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 of the application as amended.

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

Respectfully,



Nicholas Wardroup, AICP
Planner II
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

ORDINANCE NO: _____

JOINT ORDINANCE TO AMEND THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE ADOPTED BY THE CITY OF MEMPHIS ON AUGUST 10, 2010, AND BY SHELBY COUNTY ON AUGUST 9, 2010, TO ESTABLISH A PROCEDURE FOR REPLACING THE ZONING MAP, BEING ZTA 2026-002.

WHEREAS, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as **Case Number: ZTA 2026-002**; and

WHEREAS, The Board of County Commissioners and Memphis City Council concur that the Division of Planning & Development should, from its experience in administering the Unified Development Code, periodically suggest amendments to the same to make it a more practical code benefiting the needs of the public; and

WHEREAS, The City Council of the City of Memphis did by resolution charge the Division of Planning and Development with replacing the existing Unified Development Code and zoning map which has not been done in more than seventy years; further, that members of the Board of Commissioners are aware of this charge and have been kept apprised of its progress in its Land Use Committee meetings, with plans to make the same charge for the unincorporated county; and

WHEREAS, The current Unified Development Code addresses and provides a procedure for a text amendment including complete replacement, § 9.4; and for individual re-zonings, § 9.5; and for comprehensive rezoning of specific "areas designated as planning districts or planning areas, or other areas for which a plan has been approved or adopted," § 9.5.12.B; but lacks a provision and procedure for a complete repeal and replacement of the zoning map as contemplated in state law; and

WHEREAS, The Memphis and Shelby County Land Use Control Board heard this matter on July 9, 2026, and has submitted its recommendation to this body;

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

WHEREAS, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS AND BY THE BOARD OF COMMISIONERS OF SHELBY COUNTY that Joint Ordinance Nos. 5367 and 397, are hereby amended as follows:

SECTION 1, CASE NO. ZTA 2026-002. That the various sections of the Unified Development Code be hereby amended as reflected in Exhibit A, attached hereto.

SECTION 2. That the various sections, words, and clauses of this Joint Ordinance are severable,

and any part declared or found unlawful may be elided without affecting the lawfulness of the remaining portions.

SECTION 3. That this Joint Ordinance shall take effect from and after the date it shall have been enacted according to due process of law, and thereafter shall be treated as in full force and effect in the jurisdictions subject to the above-mentioned Ordinance by virtue of the concurring and separate passage thereof by the Shelby County Board of Commissioners and the Council of the City of Memphis.

ATTEST:

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

EXHIBIT A: Markup of Current Unified Development Code

Additions to the Code, as presently written, are indicated in red underline. Deleted language is indicated by ~~blue strikethrough~~. Explanatory notes not part of the Code text are *highlighted and italicized.*

Article 9. Administration

9.1 REVIEW BODIES

9.1.1 Governing Bodies

A. General Authority

The governing bodies may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

B. Final Authority

With respect to this development code, the governing bodies are responsible for final action regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses and special use amendments;
6. Planned development outline plan and amendments;
7. Planned development public contracts;
8. Final plat public contracts;
9. Right-of-way vacation;
10. Right-of-way dedication; and
11. Historic district designation.

9.1.2 Land Use Control Board

A. Establishment

The Land Use Control Board is established pursuant to Joint Ordinance-Resolution No. 2524 (Memphis City Code § 2-50).

B. General Authority

1. The Land Use Control Board performs related duties as directed by the governing bodies.
2. The Land Use Control Board may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Review Authority

With respect to this development code, the Land Use Control Board reviews and makes recommendations regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses and special use amendments;
6. Planned development outline plan and amendments;
6. Street Name Change;
7. Right-of-way vacation;
8. Right-of-way dedication; and
9. Historic district designation.

D. Final Authority

With respect to this development code, the Land Use Control Board shall be responsible for final action (subject to appeal) regarding:

1. Planned development major modifications;

2. Special use major modifications;
3. Major preliminary plans;
4. Resubdivision;
5. Plat of record vacation; and
6. Special exceptions.

9.2.3 Board of Adjustment

A. Establishment

The Board of Adjustment is established pursuant to Joint Ordinance-Resolution No. 722 Memphis City Code § 2-48).

B. General Authority

1. The Board of Adjustment performs related duties as directed by the governing bodies.
2. The Board of Adjustment may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Final Authority

With respect to this development code, the Board of Adjustment is responsible for final action regarding:

1. Variances;
2. Appeals from Administrative decisions
3. Interpretation of zoning district boundaries.
4. Change in nonconforming use permit; and
5. Conditional Use Permits.

9.2.4 Landmarks Commission

A. Defined

The Memphis Landmarks Commission is identified as having the authority to enforce certain provisions of this development code.

B. Establishment

The Landmarks Commission serves as a historic zoning commission pursuant to Tennessee Code 13-7-403 for the City of Memphis (see Memphis City Code § 14-24-5).

C. General Authority

The Landmarks Commission conducts and encourages research, planning and educational projects for the purpose of protecting historic districts and documenting the historic significance thereof, including the following:

1. Recommend to the governing bodies designated sites and districts for loans and grants under the City Landmark Fund and subject to approval by the governing bodies; make application for and administer grants for the purpose of preserving and restoring structures and sites located within a Historic Overly District.
2. Initiate or assist in surveys, plans and studies and programs designed to identify, list and evaluate structures, objects, sites and areas worth of preservation and develop strategies and methods for their protection.
3. Consult with and consider the recommendations of civic groups, public agencies and citizens interested in historic preservation and provide information to the public.
4. Research historic properties and apply for designation to the National Register of Historic Places and establish a list of properties eligible for designation as a Historic Overlay District.

D. Review Authority

With respect to this development code, the Landmarks Commission reviews and make recommendations regarding rezoning to a Historic district designation.

E. Final Authority

With respect to this development code, the Landmarks Commission is responsible for final action regarding applications for a Certificate of Appropriateness.

9.2.5 Downtown Memphis Commission Design Review Board

A. Establishment

The Downtown Memphis Commission Design Review Board is established pursuant to Memphis City Code § 12-44.

B. General Authority

1. The Downtown Memphis Commission Design Review Board performs related duties as directed by the City Council.
2. The Downtown Memphis Commission Design Review Board may exercise additional powers as may be described elsewhere in this development code and as permitted by the City Code of Ordinances.

C. Final Authority

With respect to this development code, the Downtown Memphis Commission Design Review Board is responsible for reviewing applications and issuing permits with respect to the design of public building façades and exteriors in public view, signs and other public improvements within the Central Business Improvement District.

9.2.6 Zoning Administrator

The Zoning Administrator may designate any staff member to represent the Zoning Administrator in any function assigned by this development code. The Zoning Administrator remains responsible for any final action.

A. General Authority

1. The Zoning Administrator performs related duties as directed by the governing bodies.
2. The Zoning Administrator may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

B. Review Authority

With respect to this development code, the Zoning Administrator reviews and makes recommendations regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses, special use amendments and major modifications;
6. Planned development outline plan and amendments;
7. Planned development major modifications;
8. Major preliminary plans review;
9. Resubdivision;
10. Right-of-way vacation;
11. Right-of-way dedication;
12. Street name change;
13. Plat of record vacation;
14. Special exceptions
15. Historic district designation;
16. Certificates of appropriateness; and
17. Variances.

C. Final Authority

With respect to this development code, the Zoning Administrator is responsible for final action (subject to appeal) regarding:

1. Special use minor modifications;
2. Planned development minor modifications;
3. Planned development final plats;
4. Minor preliminary plans;
5. Final plats;
6. Administrative site plans;

7. Tree removal;
8. Final plat; Demolition by neglect;
9. Administrative deviations; and
10. Written interpretations.

9.2.7 Building Official

A. Delegation of Authority

The Building Official may designate any staff member to represent the Building Official in any function assigned by this development code. The Building Official remains responsible for any final action.

B. General Authority

1. The Building Official performs related duties as directed by the governing bodies.
2. The Building Official may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Final Authority

With respect to this development code, the Building Official is responsible for final action (subject to appeal) regarding the following:

1. Temporary use review;
2. Sign permit; and
3. Certificate of occupancy.

9.2.8 Technical Review Committee

The Technical Review Committee is comprised of City and County agencies and is established to provide technical assistance in the review of certain provisions of this development code as set forth below.

A. Composition

The Technical Review Committee shall consist of a representative from the following. The Zoning Administrator shall serve as chairman of the Technical Review Committee and shall be responsible for all final recommendations.

1. Division of Planning and Development – Land Use and Development Services.
2. Division of Planning and Development – Comprehensive Planning.
3. Division of Planning and Development – Construction Enforcement.
4. City Traffic Engineer.
5. City and County Public Works Divisions.
6. City and County Engineering Divisions.
7. City and County Fire Departments.
8. Shelby County Health Department.
9. Memphis Light, Gas, and Water Division.

B. Review Authority

1. With respect to this development code, the Technical Review Committee may review at the discretion of the Zoning Administrator the following:
    a. Text amendments;
    b. Special uses and special use revisions;
    c. Planned development outline plan amendments;
    d. Planned development major modifications;
    e. Planned development minor modifications;
    f. Planned development final plats;
    g. Minor preliminary plans;
    h. Right-of-way vacation;
    i. Administrative site plans; and
    j. Special exceptions.

2. With respect to this development code, the Technical Review Committee shall review the following:
    a. Planned development outline plans;
    b. Major preliminary plans;
    c. Resubdivision;
    d. Right-of-way dedication;
    e. Street name change; and
    f. Plat of record vacation.

9.2 SUMMARY OF REVIEW AUTHORITY

9.2.1 Governing Bodies

The City Council retains review and approval or appeal authority within the City limits of Memphis and the Board of Commissioners retains review and approval or appeal authority within unincorporated Shelby County.

9.2.2 Summary of Review Table

		Review, Recommendation, Decision and Approval							
	x-ref	City or County Engineer	Building Official	Technical Review Committee	Zoning Administrator	Board of Adjustment	Landmarks Commission	Land Use Control Board	Governing Bodies
Text Amendment	9.4			Δ	RR			RR	D
Zoning Change	9.5				RR			RR	D
Comprehensive Rezoning	9.5.12				RR			RR	D
Replacement of the Zoning Map	9.5.13				RR			RR	D
Special Uses & Planned Developments:									
Special Uses & Special Use Amendments	9.6 & 9.6.12A			Δ	RR			RR	D*
Special Use Major Modification	9.6.12B			Δ	RR			D	A
Special Use Minor Modification	9.6.12C			Δ	D			A*	
P. D. Outline Plan & Amendments	9.6 & 9.6.11E (1)			R	RR			RR	D*
P. D. Major Modifications	9.6.11E (2)			Δ	RR			D	A
P. D. Minor Modifications	9.6.11E (3)			Δ	D			A*	
P. D. Final Plan	9.6			Δ	D			A*	
P. D. Public Contract	9.6	RR							D
Subdivision:									
Minor Preliminary Plan	9.7.6			Δ	D			A	
Major Preliminary Plan	9.7.7			R	RR			D	A
Resubdivision				R	RR			D	A
Final Plat without Standard Contract	9.7.8			Δ	D			A*	
Final Plat w/Standard Contract	9.7.8	RR							D
Right-of-Way Vacation	9.8			Δ	RR			RR	D
Right-of-Way Dedication	9.9			R	RR			RR	D
Street Name Change	9.10			R	RR			RR	D
Plat of Record Revocation	9.11			R	RR			D	A
Administrative Site Plan	9.12			Δ	D	A**			
Special District Administrative Review	9.13			Δ	D	A**			
Special Exception	9.14			Δ	RR			D	A
Historic District Designation	8.6				RR		RR	RR	D
Certificate of Appropriateness	8.6.3				RR		D		
Historic District (Demolition by Neglect)	8.6.4				D		A*		
Board of Adjustment					RR	D			
Administrative Decision		D	D		D	A**			
Change in Nonconforming Use Permit	10.2.5				RR	D			

D = Decision
D* = Decision but no public hearing unless a request for a hearing is properly filed by an individual who was either present at LUCB and made a vocal objection or who submitted written comments to DPD prior to LUCB.
R = Review
RR = Review & Recommendation
Δ = Review at Discretion of Zoning Administrator
A = Appeal
A* = Only the subject property owner or his or her representative may appeal decisions of the Zoning Administrator, Building Official or City or County Engineer.
A** = Only the subject property owner and those property owners within 1000 feet of the subject property, as measured from property line to property line, may appeal decisions of the Zoning Administrator, Building Official or City or County Engineer.

9.3 COMMON REVIEW PROCEDURES

9.3.1 Pre-Application Conference

A. The pre-application conference is a meeting in which the Zoning Administrator discusses the procedures, standards and regulations required for approval in accordance with this development code with the applicant.

B. A mandatory pre-application conference with the Zoning Administrator shall be required for the following:

1. Zoning change;
2. Special use permit;
3. Planned development outline plan;
4. Minor preliminary plan;
5. Major preliminary plan;
6. Right-of-way vacation;
7. Right-of-way dedication;
8. Plat of record;
9. Plat revocation;
10. Historic district designation; and
11. Certificate of Appropriateness.

C. A pre-application conference is optional for any application not listed in Sub-Section B above.

9.3.2 Neighborhood Notification and Meeting

A. At least ten days, but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall host and/or attend a neighborhood meeting with representatives from neighborhoods adjacent to the development site which the hearing involves:

1. Zoning change;
2. Special use permit or amendment to a special use permit;
3. Planned development outline plan or amendment to a planned development outline plan; and
4. All subdivisions except minor subdivisions.

B. Procedure

1. Where applicable, the Division of Planning and Development shall mail notification of the neighborhood meeting prepared and provided by the applicant to the following individuals: 1) the officers of any neighborhood or business associations registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the subject property; 2) all current residents of single-family and two-family dwellings within the notification area; 3) all property owners within the notification area, if different from the current residents; 4) the members of the Memphis City Council who represent the district and super-district in which the development is planned, or for areas in unincorporated Shelby County, the member of the Shelby County Board of Commissioners who represent the district in which the development is planned; and 5) all residents of multi-family dwellings within the notification area; to inform the community of the proposed development and solicit comments. If the applicant is unable to make notification to the multi-family dwellings, he or she shall provide notice to the Division of Planning and Development the reason and shall mail notification of the neighborhood meeting to the rental or management offices of all multi-family dwellings within the notification area with a request that said rental or management office post the notification in a conspicuous location within a common area(s), including, but not limited to: entry doors, hallways, mailbox areas and laundry rooms.
2. The neighborhood notification requirements shall be the same as the mailed public notice requirements in 9.3.4A. The notification shall identify the time and place of the neighborhood meeting, as well as a description and map of the project. The notification shall also include the public hearing date of when the application will be heard by the Land Use Control Board. The applicant shall contact the officer(s) of any neighborhood or business association registered with the City of Memphis Office of Community Affairs prior to determining a date for the neighborhood meeting.
3. The notification shall be prepared by the applicant and presented to the Division of Planning and Development no later than two working days prior to the date set out in the mailing requirement provided in Paragraph 5 below. The notification shall be folded, sealed and placed in stamped envelopes when presented to the Division of Planning

and Development. The following items shall accompany the notification when presented to the Division of Planning and Development: a copy of the letter to be mailed to all parties, a copy of the address labels to whom notification will be mailed and a map of the notice area.

4. If practicable, the neighborhood meeting shall be held at a public building or place of worship within a one-mile radius of the subject property, or at the subject property itself.
5. If the notification package is determined to be complete by the Zoning Administrator, the Division of Planning and Development shall mail the notification no later than 20 days prior to the hearing before the Land Use Control Board and no later than 10 days prior to the date of the neighborhood meeting. If the neighborhood notification package is determined to the incomplete by the Zoning Administrator, the application is subject to being considered incomplete and removed from the Land Use Control Board agenda.
6. Neighborhood meetings are the sole responsibility of the applicant. Documentation of its proceedings shall also be provided to the Division of Planning and Development. The applicant may request neighborhood organizations' contact information, if available, from the Division of Planning and Development.

C. The purpose of the neighborhood notification and meeting is to inform the neighborhood of the nature of the proposed land use and development features and solicit comments. Applicants shall reserve at least 15 minutes of the neighborhood meeting for community members, businesses and/or neighborhood associations wishing to make a presentation regarding the development.

D. Any neighborhood or business association registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the development area will have the opportunity to submit a Community Impact Statement (CIS). The purpose of the CIS is to provide community members a chance to give an opinion and any recommendation regarding the development project. The CIS shall not exceed 500 words. Neighborhood or business associations who intend to file a CIS must submit said statement to the Land Use Control Board or governing bodies prior to the scheduled hearing. If provided prior to the publishing of the Land Use Control Board staff report, the CIS shall be included within the staff report in a prominent position alongside the Division of Planning and Development recommendation. If provided after the publishing of the Land Use Control Board staff report, the CIS will be referenced during the Land Use Control Board public hearing and contained in the materials that are forwarded to the legislative body, where applicable.

E. Exigent circumstances. A neighborhood meeting may be conducted through electronic or telephonic means if holding an in-person meeting is impractical due to an ongoing public health crisis or other similar situation that is out of the control of the applicant, provided all notice requirements of this section are met. In addition, a neighborhood meeting may be held after the Land Use Control Board votes on the matter but before the governing body does so in the event the Division of Planning and Development makes a determination that a zoning change is not in compliance with a Chapter 1.9 plan with the publishing of its Land Use Control Board staff report (see Paragraph 9.3.2A(1)). In such an event, all notice and timing requirements of this Section shall still apply, but will be timed in conjunction with date the governing body is expected to vote on the matter.

9.3.3 Application Requirements

A. Initiation of Request

A request for development approval may be initiated in accordance with the following. For the purpose of this Sub-Section, "body" shall mean either the Memphis City Council or the Shelby County Board of Commissioners; "board" shall mean the Land Use Control Board and "staff" shall mean the Chief Administrative Officer of either the City of Memphis or Shelby County, or the Zoning Administrator.

	Agent/ Owner/ Applicant	Body/ Board/ Staff
Text Amendment		■
Zoning Change	■	■
Comprehensive Rezoning		■*
Replacement of the Zoning Map		■*
Special Uses and Planned Developments:		
Special Uses & Special Use Amendments	■	
Special Use Minor Modifications	■	
Special Use Major Modifications	■	
P. D. Outline Plan & Amendments	■	
P. D. Minor Modifications	■	
P. D. Major Modifications	■	
P. D. Final Plan	■	
P. D. Public Contract	■	
Subdivision:		
Minor Preliminary Plan	■	
Major Preliminary Plan	■	
Resubdivision	■	
Final Plat	■	
Public Contract	■	
Right-of-Way Vacation	■	■
Right-of-Way Dedication	■	
Street Name Change	■	■
Plat of Record Revocation	■	■
Administrative Site Plan Review	■	
Special District Administrative Review	■	
Special Exception Review	■	
Temporary Use Review	■	
Tree Removal	■	
Sign Permit	■	
Certificate of Occupancy	■	
Historic District Designation	■	■
Certificate of Appropriateness	■	
Demolition by Neglect		■
Written Interpretations	■	
Administrative Deviation	■	
Variance and Conditional Use Permit	■	
Appeal of Administrative Decision	■	
Change in Nonconforming Use Permit	■	

*Only the body(s) may initiate a request for a comprehensive rezoning or replacement of the zoning map(see Sub-Sections 9.5.12A and 9.5.13A).

B. Submittals

Applications required under this development code shall be filed with the Division of Planning and Development in accordance with the following.

	Zoning Administrator	Building Official
Text Amendment	■	
Zoning Change	■	
Comprehensive Rezoning	■	
Replacement of the Zoning Map	■	
Special Uses and Planned Developments:		
Special Uses & Special Use Amendments	■	
Special Use Minor Modifications	■	
Special Use Major Modifications	■	
P. D. Outline Plan & Amendments	■	
P. D. Minor Modifications	■	
P. D. Major Modifications	■	
P. D. Final Plan	■	
P. D. Public Contract	■	
Subdivision:		
Minor Preliminary Plan	■	
Major Preliminary Plan	■	
Resubdivision	■	
Final Plat	■	
Public Contract	■	
Right-of-Way Vacation	■	
Right-of-Way Dedication	■	
Street Name Change	■	
Plat of Record Revocation	■	
Administrative Site Plan Review	■	
Special District Administrative Review	■	
Special Exception Review	■	
Temporary Use Review		■
Tree Removal	■	
Sign Permit	■	
Certificate of Occupancy		■
Historic District Designation	■	
Certificate of Appropriateness	■	
Demolition by Neglect	■	
Written Interpretations	■	
Administrative Deviation	■	
Variance and Conditional Use Permit	■	
Appeal of Administrative Decision	■	
Change in Nonconforming Use Permit	■	

C. Forms

Applications required under this development code must be submitted on forms and in such numbers as required by the Division of Planning and Development.

D. Fees

Filing fees have been established to defray the cost of processing the application, as listed with the Division of Planning and Development and adopted by the governing bodies. Before review of an application, all filing fees must be paid in full.

E. Completeness Determination

1. All applications must be complete before the Zoning Administrator/Building Official is required to review the application.
2. An application is considered complete when it contains all of the information necessary to decide whether or not the development as proposed will comply with all of the requirements of this development code.
3. The presumption is that all of the information required in the application forms is necessary to satisfy the requirements of this Article. However, it is recognized that each application is unique, and therefore more or less information may be required according to the needs of the particular case. The applicant may rely on the recommendations of the Zoning Administrator/Building Official as to whether more or less information shall be submitted.
4. Once the application has been determined complete, copies of the application shall be referred by the Zoning Administrator/Building Official to the reviewing entities.
5. The Zoning Administrator/Building Official may require an applicant to present evidence of authority to submit the application.

F. Application Deadline

Complete applications shall be submitted in accordance with the published calendar schedule. Schedules indicating submittal dates shall be developed each year and made available to the public.

G. Staff Consultation after Application Submitted

1. Upon receipt of a complete application, within 21 days after the filing deadline, the Zoning Administrator/Building Official shall review the application and confer with the applicant to ensure an understanding of the applicable requirements of this development code; that the applicant has submitted all of the information they intend to submit; and that the application represents precisely and completely what the applicant proposes to do.
2. Once the applicant indicates that the application is as complete as the applicant intends to make it, the application shall be placed on the agenda of the appropriate review board in accordance with standard procedures. However, if the application is determined incomplete, a recommendation to deny the application on that basis shall be provided to the appropriate reviewing entity.

H. Concurrent Applications

Applications may be filed and reviewed concurrently, at the option of the applicant, provided there is not a pending appeal filed by applicant on the subject site (see Paragraph 9.23.1D(1)).

9.3.4 Public Hearings and Notification

A. Required Hearings and Notification

A public hearing shall be required and notification given as set forth below:

		Public Hearing					Public Hearing Notice			Public Notice Mailed To			
	x-ref	Board of Adjustment	Technical Rev. Committee	Landmarks Commission	Land Use Control Board	Governing Bodies	Sign Posted	Mailed	Newspaper Publication	Subject Property	Adjacent Owners[4]	Owners within 750 Ft. Radius[1]	Neighborhood Associations[5]
Text Amendment	9.4				PH	PH			LUCB/GB				
Zoning Change & Residential Corridors	9.5 & 8.5				PH	PH	SP	M	GB	■	■	■	■
Comprehensive Rezoning	9.5.12				PH	PH	SP	M	LUCB/GB	■			■
Replacement of the Zoning Map	9.5.13				PH	PH		M[9]	LUCB/GB	■[9]			
Special Uses & Planned Developments:													
Special Uses & Special Use Amendments	9.6 & 9.6.12A				PH	PH-AO	SP	M		■	■	■	■
Special Use Major Modifications	9.6.12B				PH	PH-AO	SP	M		■	■	■	■
Special Use Minor Modifications	9.6.12C				PH-AO			M-AO		■	□		□
P. D. Outline Plan & Amendments	9.6 & 9.6.11E(1)				PH	PH-AO	SP	M		■	■	■	■
P. D. Major Modifications	9.6.11E(2)				PH	PH-AO	SP	M		■	■	■	■
P. D. Minor Modifications	9.6.11E(3)				PH-AO			M-AO		■	□		□
P. D. Final Plan	9.6												
P. D. Public Contract	9.6												
Subdivision:													
Minor Preliminary Plan	9.7.6		PH		PH-AO			M		■	■		■
Major Preliminary Plan	9.7.7				PH	PH-AO		M		■	■		■
Resubdivision					PH	PH-AO		M		■	■	■	■
Final Plat	9.7.8												
Public Contract	9.7.8												
Right-of-Way Vacation													
Conversions	9.8				PH	PH-AO	SP	M		■	■		■
Physical Closures	9.8				PH	PH-AO	SP	M		■	■	■[6]	■
Abandonment	9.8				PH	PH-AO		M		■	■		■
Right-of-Way Dedication	9.9				PH	PH-AO		M		■	■		■
Street Name Change	9.10				PH	PH		M		■	■		■
Plat of Record Revocation	9.11				PH	PH-AO		M		■	■		■
Administrative Site Plan	9.12	PH-AO						M-AO		■	□		□
Special Exception	9.14				PH	PH-AO	SP	M		■	■		■
Special District Administrative Review	9.13	PH-AO								■	□[3]		□
Historic District Designation	8.6			PH	PH	PH	SP	M	LM/LUCB/GB	■	■		■
Major Certificate of Appropriateness	8.6.3			PH				M		■	■	■[7]	
Historic District (Demolition by Neglect)	8.6.4			PH-AO						□	□		
Non-Use Variance[2] and Cond. Use Perm.	9.22 & 9.24	PH						M		■	■	■	
Use Variance	9.22	PH					SP[8]	M		■	■	■	
Board of Adjustment Correspondence	2.4.5, 9.22.9, 9.23.1E(2) & 9.24.10	PH						M		■	■		
Administrative Decision		PH-AO								□			
Change in Nonconforming Use Permit	10.2.5	PH						M		■	■	■	

1. If the 750-foot radius includes less than 25 property owners, the radius shall be extended at 100-foot intervals to reach a minimum of 25 property owners provided, however, that the maximum total radius is 1,500 feet.
2. In the case of setback variation requests less than 5 feet only adjacent property owners shall be notified.
3. Public notice mailed to property owners within a 300-foot radius of the subject property.
4. "Adjacent owners" includes abutting owners and those across the street or other ROW from the subject site.
5. Public Notice to Neighborhood Associations may be mailed or sent via electronic mail.
6. The 750-foot radius shall be measured from the entire segment of the road affected by the closure rather than the area of right-of-way to be vacated. The segment of road affected shall be defined to mean that portion of public right-of-way that contains the proposed closure between the two nearest intersecting streets on either side of the closure.
7. A 150-foot radius is utilized for Certificates of Appropriateness.
8. Sign posting is not required for use variances for single-family residences.
9. See Sub-Section 9.5.13B for the mailed notice requirements applicable to replacements of the zoning map

PH = Public Hearing
PH-AO = Public Hearing Upon Appeal or Objection Only (see Section 9.2.2)
LUCB = Land Use Control Board
GB = Governing Body

SP = Public Hearing Sign Posted
LM = Landmarks Commission
M = Public Hearing Notice Mailed
M-AO = Public Hearing Notice Mailed - Appeal Only

GB-RO = Governing Body Publication for Hearing upon Request Only
P = Sign posted prior to administrative approval

■ = Public Notice Sent To
□ = Public Notice Sent Only On Appeal

B. Published Notice

Where published notice is required, a distinctive advertisement shall be placed by the Zoning Administrator in a local newspaper of general circulation in the City of Memphis and Shelby County not more than 30 or less than ten days prior to the date of the public hearing.

C. Posted Notice (Sign)

1. Sign Size and Type

Each sign shall be two feet by three feet in size made to standards and specifications as provided by the Zoning Administrator. All signs will include language stating that defacing or removal of the sign by anyone other than the owner or his or her agent is an illegal act and the person who defaces or removes the sign without permission of the owner will be penalized. Public notice signs are not subject to any sign permit or sign permit fees.

2. Location

a. Zoning Change, Special Use, Planned Development, Special Exception

Signs shall be posted at the nearest right-of-way with the largest traffic volumes as determined by the Zoning Administrator. Each sign shall be placed no further than five feet from the right-of-way visible from each public street on which the subject property has frontage and placed outside the sight distance triangle. Additional signs may be required to be posted at each major roadway entrance to the development or as otherwise determined to be needed by the Zoning Administrator.

b. Comprehensive Rezoning and Historic District Designation

A sign shall be posted at each major roadway entrance to any area being comprehensively rezoned as determined by the Zoning Administrator.

c. Right-of-Way Vacation

A sign shall be posted at each end of the right-of-way to be vacated.

3. Responsibility for Installation and Removal

a. The applicant shall be solely responsible for signage installation and removal and associated costs.

b. Signs shall be erected not more than 30 or less than 10 days prior to the date of the public hearing. Applicants may temporarily remove the signs after each public hearing, provided they reinstall the signs at least 10 days prior to the next public hearing. The applicant shall submit a signed affidavit stating that the signs were installed and the date and posting of the property.

c. Signs shall be removed within 14 days following final action by the governing bodies.

D. Mailed Notice

1. Where mailed notice is required, notification shall be mailed not more than 45 or less than 20 days prior to the date of the public hearing. Mailed notice shall be provided to all property owners within Shelby County in accordance with the provisions of this Code.
2. All of the neighborhood associations registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the subject property shall be provided mailed notice in accordance with Sub-Section 9.3.4A. Notice via electronic mail may substitute for mailed notice.

E. Content of Notice

1. Published or Mailed Notice

Published or mailed notice shall provide at least the following:

a. A case number;

b. The address of the subject property (if available);

c. The general location of the land that is the subject of the application, which may include, a location map

d. A description of the action requested;

e. Where a zoning change is proposed, the current and proposed districts;

f. The time, date and location of the public hearing (or neighbor meeting if applicable);

g. A phone number and email address to contact the Zoning Administrator; and

h. A statement that interested parties may appear at the public hearing.

2. Posted Notice

Required posted notice shall indicate the following:

a. A case number;

b. Type of action; and

c. A phone number to contact the Zoning Administrator; and

d. All signs shall include language stating that defacing or removal of the sign by anyone other than the owner or his agent is an illegal act and the person who defaces or removes the sign without permission of the owner will be penalized.

F. Constructive Notice

1. Minor defects in notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements.
2. Undelivered mailed notice in excess of 25% of total required mailing within a 750-foot radius of the property only, shall constitute failed notice and shall serve to invalidate proceedings unless sufficient notice is provided in accordance with this section.

9.3.5 Notice of Decision

Within seven days after a decision is made, a copy of the decision shall be sent to the applicant and filed with the Zoning Administrator, where it shall be available for public inspection during regular office hours.

9.3.6 Withdrawal of Application

A. An applicant may withdraw an application at any time, by filing a statement of withdrawal with the Zoning Administrator/Building Official except as provided in paragraph C below.

B. The statement of withdrawal shall be in writing and may be delivered by hand, through mail or electronically.

C. If a valid zoning protest petition has been filed, the application may be withdrawn only if the statement of withdrawal is filed no later than five days prior to the date of the public hearing upon which the matter is to be returned for action by the governing bodies. Thereafter, the application may be withdrawn only by action of the governing bodies, by majority vote.

The Zoning Administrator/Building Official may withdraw applications due to the failure of the applicant to submit required information within 90 days of the initial request.

NOTE- Skip to Section 9.5.13 (pg. 454). No changes proposed to text for Chapter 9.4.

NOTE- The below is a new Section to be inserted after existing Section 9.5.12

9.5.13 Replacement of the Zoning Map

A. Purpose and Intent

The governing bodies may from time to time repeal and completely replace the zoning map in order to make necessary and appropriate revisions. In so doing, consideration will be given to the character of the areas, suitability of particular uses, protecting natural areas, conservation and protection of aesthetics, conserving the value of buildings and communities, and encouraging the most appropriate use of land throughout the City and County. These procedures shall further the protection of the health, safety and general welfare of the citizens of the City and County. Only the legislative bodies may initiate a repeal and complete replacement of the zoning map. Repeal and complete replacement of the map shall be accomplished by majority vote.

B. Mailed Notice

1. Replacements of the zoning map shall be subject to only the mailed notice requirements of this Sub-Section
2. Not more than 45 or less than 20 days prior to the date of the Land Use Control Board hearing, the Zoning Administrator shall issue a mailed notice to the owners of all properties within Memphis and unincorporated Shelby County. The notice shall contain the following information:
    a. The current zoning district of the subject property
    b. The proposed zoning district of the subject property
    c. Information on how the recipient may review the proposed map in its entirety
    d. The time, date, and location of the Land Use Control Board public hearing
    e. A statement that interested parties may appear at the public hearing
    f. A statement that that the proposed zoning district is subject to change prior to the final decision of the governing body
    g. A statement that the Land Use Control Board will be making a recommendation on the proposed map at the public hearing, with a final decision to be made by the appropriate governing body
    h. Notice that the governing body will then meet for a final decision, including citation to or location where the governing body's agenda may be found
3. For the purposes of this Sub-Section, "owner" shall mean the owner of record according to the most recent tax roll published by the County Assessor of Property.
4. For the purposes of mailed notice, the current and proposed zoning district for each property shall be those in which the property's centroid lies. The Zoning Administrator need not issue multiple notices for split-zoned properties.
5. Minor defects in notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with the applicable notice requirements.

dpd MEMPHIS AND SHELBY COUNTY STAFF REPORT

AGENDA ITEM: 4

CASE NUMBER: ZTA 2026-002 **L.U.C.B. MEETING:** July 9, 2026

APPLICANT: Memphis and Shelby County Division of Planning and Development

REPRESENTATIVE: Brett Ragsdale, Director

REQUEST: Adopt the recommended amendment to the Unified Development Code

FINDINGS

1. Staff has been clear throughout the UDC Update process that we intend to recommend the replacement of the zoning map in its entirety.

2. The current UDC is silent on the procedural requirements for complete replacements of the zoning map. This silence has created uncertainty among stakeholders that this amendment will eliminate.

3. The issuance of mailed notice prior to the Land Use Control Board hearing for zoning map replacements is practical and will advance public understanding of the impacts the updates on properties throughout the County.

4. The proposed amendment will ensure all parties have a clear, shared understanding of the process by which the zoning map may be replaced in its entirety.

RECOMMENDATION:

Approval

Staff Writer: Nicholas Wardroup **E-mail: Nicholas.Wardroup@memphistn.gov**

INTRODUCTION

Throughout the ongoing effort to update the Unified Development Code (UDC), now approaching three years in length, staff has been clear that we intend to recommend the complete replacement of the zoning map. The zoning map, having not been replaced in more than 70 years, has grown increasingly out of alignment with city- and county-wide goals, including but not limited to those outlined in the Memphis 3.0 Comprehensive Plan. Additionally, as our draft code text has been developed alongside the draft zoning map, it cannot achieve its resident-identified goals without the replacement of the zoning map. Put simply, complete replacement of the zoning map is an overdue and necessary step to achieving our mission of affordable, livable communities for all residents of Memphis and Shelby County.

However, the current UDC is silent on the procedural requirements of replacing the zoning map. Section 9.5.12 discusses comprehensive rezonings, but these are small area rezonings, such as the comprehensive rezoning of Lamar Ave. undertaken in 2020 (Z 2020-004). In fact, the UDC explicitly limits comprehensive rezonings to "planning districts or planning areas" (Sub-Section 9.5.12B, see next page). Clearly, the current UDC does not contemplate the complete replacement of the zoning map.

The UDC's silence on map replacements has led to a lack of clarity regarding, among other things, their public notice requirements. ***This amendment will eliminate this ambiguity and ensure public understanding of the process for replacing the entire zoning map.*** Importantly, we are recommending that the Zoning Administrator be required to mail notice to the owner of each property in our jurisdiction informing them of the proposed map replacement. These notices would feature the current and proposed zoning district for each property and largely resemble the public notices staff issues for other zoning cases.

In short, this zoning text amendment will ensure that staff, stakeholders, residents, and elected officials all possess the same, clear understanding of the procedural requirements for zoning map replacements. It will ensure general public understanding of the UDC Update and how it may impact properties throughout the County. Finally, it will allow staff to continue our progress toward adoption of the new UDC, including the new zoning map, transforming three years of public engagement into modern, simple, and logical zoning regulations for the future of Memphis and Shelby County.

For these reasons, staff recommends ***approval.***

CURRENT UDC SECTION 9.5.12: COMPREHENSIVE ZONING CHANGE

As shown in the highlighted section, the current UDC language for comprehensive rezonings is only applicable to zoning changes within designated "planning districts or planning areas." This section, therefore, is not applicable to complete replacements of the zoning map, necessitating the subject Zoning Text Amendment.

9.5.12 Comprehensive Zoning Change

A. Purpose

The purpose of a comprehensive zoning change is to rezone areas in conformance with the principles of comprehensive land use planning and staged development as reflected by established public plans and policies, and planned public facilities. Through comprehensive zoning change, consideration will be given to the character of the areas, suitability of particular uses, protecting natural areas, conservation and protection of aesthetics, conserving the value of buildings and communities and encouraging the most appropriate use of land throughout the City and County. These procedures shall further the protection of the health, safety and general welfare of the citizens of the City and County. Only the legislative bodies may initiate a comprehensive rezoning. If 100% of the subject property owners do not approve of the rezoning, a majority of the full legislative body (see Section 9.2.1) shall be required for final approval.

B. Designated Areas

Comprehensive zoning changes shall be limited to those areas designated as planning districts or planning areas, or other areas for which a plan has been approved or adopted by the governing bodies after a public hearing and notice has been given in accordance with Section 9.3.4, Public Hearings and Notification.

TEXT SUMMARY

This amendment provides for the following:

- Upon initiation by one of or both governing bodies, the Zoning Administrator may propose an entirely new zoning map for consideration by the Land Use Control Board.

- Prior to the Land Use Control Board's consideration of the new map, the Zoning Administrator shall mail notice to the owner of each property within the UDC's jurisdiction. These notices shall include the current and proposed zoning district for each property, as well as direction for appearing at a public hearing and reviewing the map in its entirety.

- The amendment would also require newspaper publication prior to both the Land Use Control Board and governing body public hearings.

ATTACHMENTS

Attached to this document is the full redline of the proposed amendment as well as proof of newspaper notice publication in the May 29 and June 30 editions of the Memphis Daily News.

Article 9. Administration

REVIEW BODIES

Governing Bodies

A. General Authority

The governing bodies may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

B. Final Authority

With respect to this development code, the governing bodies are responsible for final action regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
~~3.~~4. Replacements of the zoning map;
~~4.~~5. Special uses and special use amendments;
~~5.~~6. Planned development outline plan and amendments;
~~6.~~7. Planned development public contracts;
~~7.~~8. Final plat public contracts;
~~8.~~9. Right-of-way vacation;
~~9.~~10. Right-of-way dedication; and
~~10.~~11. Historic district designation.

Land Use Control Board

A. Establishment

The Land Use Control Board is established pursuant to Joint Ordinance-Resolution No. 2524 (Memphis City Code § 2-50).

B. General Authority

1. The Land Use Control Board performs related duties as directed by the governing bodies.
2. The Land Use Control Board may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Review Authority

With respect to this development code, the Land Use Control Board reviews and makes recommendations regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
~~3.~~4. Replacements of the zoning map;
~~4.~~5. Special uses and special use amendments;
~~5.~~6. Planned development outline plan and amendments;
6. Street Name Change;
7. Right-of-way vacation;
8. Right-of-way dedication; and
9. Historic district designation.

D. Final Authority

With respect to this development code, the Land Use Control Board shall be responsible for final action (subject to appeal) regarding:

1. Planned development major modifications;
2. Special use major modifications;
3. Major preliminary plans;
4. Resubdivision;

5. Plat of record vacation; and
6. Special exceptions.

Board of Adjustment

A. Establishment

The Board of Adjustment is established pursuant to Joint Ordinance-Resolution No. 722 Memphis City Code § 2-48).

B. General Authority

1. The Board of Adjustment performs related duties as directed by the governing bodies.
2. The Board of Adjustment may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Final Authority

With respect to this development code, the Board of Adjustment is responsible for final action regarding:

1. Variances;
2. Appeals from Administrative decisions
3. Interpretation of zoning district boundaries.
4. Change in nonconforming use permit; and
5. Conditional Use Permits.

Landmarks Commission

A. Defined

The Memphis Landmarks Commission is identified as having the authority to enforce certain provisions of this development code.

B. Establishment

The Landmarks Commission serves as a historic zoning commission pursuant to Tennessee Code 13-7-403 for the City of Memphis (see Memphis City Code § 14-24-5).

C. General Authority

The Landmarks Commission conducts and encourages research, planning and educational projects for the purpose of protecting historic districts and documenting the historic significance thereof, including the following:

1. Recommend to the governing bodies designated sites and districts for loans and grants under the City Landmark Fund and subject to approval by the governing bodies; make application for and administer grants for the purpose of preserving and restoring structures and sites located within a Historic Overly District.
2. Initiate or assist in surveys, plans and studies and programs designed to identify, list and evaluate structures, objects, sites and areas worth of preservation and develop strategies and methods for their protection.
3. Consult with and consider the recommendations of civic groups, public agencies and citizens interested in historic preservation and provide information to the public.
4. Research historic properties and apply for designation to the National Register of Historic Places and establish a list of properties eligible for designation as a Historic Overlay District.

D. Review Authority

With respect to this development code, the Landmarks Commission reviews and make recommendations regarding rezoning to a Historic district designation.

E. Final Authority

With respect to this development code, the Landmarks Commission is responsible for final action regarding applications for a Certificate of Appropriateness.

Downtown Memphis Commission Design Review Board

A. Establishment

The Downtown Memphis Commission Design Review Board is established pursuant to Memphis City Code § 12-44.

B. General Authority

1. The Downtown Memphis Commission Design Review Board performs related duties as directed by the City Council.

2. The Downtown Memphis Commission Design Review Board may exercise additional powers as may be described elsewhere in this development code and as permitted by the City Code of Ordinances.

C. Final Authority

With respect to this development code, the Downtown Memphis Commission Design Review Board is responsible for reviewing applications and issuing permits with respect to the design of public building façades and exteriors in public view, signs and other public improvements within the Central Business Improvement District.

Zoning Administrator

The Zoning Administrator may designate any staff member to represent the Zoning Administrator in any function assigned by this development code. The Zoning Administrator remains responsible for any final action.

A. General Authority

1. The Zoning Administrator performs related duties as directed by the governing bodies.
2. The Zoning Administrator may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

B. Review Authority

With respect to this development code, the Zoning Administrator reviews and makes recommendations regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses, special use amendments and major modifications;
6. Planned development outline plan and amendments;
7. Planned development major modifications;
8. Major preliminary plans review;
9. Resubdivision;
10. Right-of-way vacation;
11. Right-of-way dedication;
12. Street name change;
13. Plat of record vacation;
14. Special exceptions
15. Historic district designation;
16. Certificates of appropriateness; and
17. Variances.

C. Final Authority

With respect to this development code, the Zoning Administrator is responsible for final action (subject to appeal) regarding:

1. Special use minor modifications;
2. Planned development minor modifications;
3. Planned development final plats;
4. Minor preliminary plans;
5. Final plats;
6. Administrative site plans;
7. Tree removal;
8. Final plat; Demolition by neglect;
9. Administrative deviations; and
10. Written interpretations.

Building Official

A. Delegation of Authority

The Building Official may designate any staff member to represent the Building Official in any function assigned by this development code. The Building Official remains responsible for any final action.

B. General Authority

1. The Building Official performs related duties as directed by the governing bodies.
2. The Building Official may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Final Authority

With respect to this development code, the Building Official is responsible for final action (subject to appeal) regarding the following:

1. Temporary use review;
2. Sign permit; and
3. Certificate of occupancy.

Technical Review Committee

The Technical Review Committee is comprised of City and County agencies and is established to provide technical assistance in the review of certain provisions of this development code as set forth below.

A. Composition

The Technical Review Committee shall consist of a representative from the following. The Zoning Administrator shall serve as chairman of the Technical Review Committee and shall be responsible for all final recommendations.

1. Division of Planning and Development – Land Use and Development Services.
2. Division of Planning and Development – Comprehensive Planning.
3. Division of Planning and Development – Construction Enforcement.
4. City Traffic Engineer.
5. City and County Public Works Divisions.
6. City and County Engineering Divisions.
7. City and County Fire Departments.
8. Shelby County Health Department.
9. Memphis Light, Gas, and Water Division.

B. Review Authority

1. With respect to this development code, the Technical Review Committee may review at the discretion of the Zoning Administrator the following:
    a. Text amendments;
    b. Special uses and special use revisions;
    c. Planned development outline plan amendments;
    d. Planned development major modifications;
    e. Planned development minor modifications;
    f. Planned development final plats;
    g. Minor preliminary plans;
    h. Right-of-way vacation;
    i. Administrative site plans; and
    j. Special exceptions.
2. With respect to this development code, the Technical Review Committee shall review the following:
    a. Planned development outline plans;
    b. Major preliminary plans;
    c. Resubdivision;
    d. Right-of-way dedication;
    e. Street name change; and

f. Plat of record vacation.

SUMMARY OF REVIEW AUTHORITY

Governing Bodies

The City Council retains review and approval or appeal authority within the City limits of Memphis and the Board of Commissioners retains review and approval or appeal authority within unincorporated Shelby County.

Summary of Review Table

		Review, Recommendation, Decision and Approval							
	x-ref	City or County Engineer	Building Official	Technical Review Committee	Zoning Administrator	Board of Adjustment	Landmarks Commission	Land Use Control Board	Governing Bodies
Text Amendment	9.4			Δ	RR			RR	D
Zoning Change	9.5				RR			RR	D
Comprehensive Rezoning	9.5.12				RR			RR	D
Replacement of the Zoning Map	9.5.13				RR			RR	D
Special Uses & Planned Developments:									
Special Uses & Special Use Amendments	9.6 & 9.6.12A			Δ	RR			RR	D*
Special Use Major Modification	9.6.12B			Δ	RR			D	A
Special Use Minor Modification	9.6.12C			Δ	D			A*	
P. D. Outline Plan & Amendments	9.6 & 9.6.11E(1)			R	RR			RR	D*
P. D. Major Modifications	9.6.11E(2)			Δ	RR			D	A
P. D. Minor Modifications	9.6.11E(3)			Δ	D			A*	
P. D. Final Plan	9.6			Δ	D			A*	
P. D. Public Contract	9.6	RR							D
Subdivision:									
Minor Preliminary Plan	9.7.6			Δ	D			A	
Major Preliminary Plan	9.7.7			R	RR			D	A
Resubdivision				R	RR			D	A
Final Plat without Standard Contract	9.7.8			Δ	D			A*	
Final Plat w/Standard Contract	9.7.8	RR							D
Right-of-Way Vacation	9.8			Δ	RR			RR	D
Right-of-Way Dedication	9.9			R	RR			RR	D
Street Name Change	9.10			R	RR			RR	D
Plat of Record Revocation	9.11			R	RR			D	A
Administrative Site Plan	9.12			Δ	D	A**			
Special District Administrative Review	9.13			Δ	D	A**			
Special Exception	9.14			Δ	RR			D	A
Historic District Designation	8.6				RR		RR	RR	D
Certificate of Appropriateness	8.6.3				RR		D		
Historic District (Demolition by Neglect)	8.6.4				D		A*		
Board of Adjustment					RR	D			
Administrative Decision		D	D		D	A**			
Change in Nonconforming Use Permit	10.2.5				RR	D			

D = Decision
D* = Decision but no public hearing unless a request for a hearing is properly filed by an individual who was either present at LUCB and made a vocal objection or who submitted written comments to DPD prior to LUCB.
R = Review
RR = Review & Recommendation
Δ = Review at Discretion of Zoning Administrator
A = Appeal
A* = Only the subject property owner or his or her representative may appeal decisions of the Zoning Administrator, Building Official or City or County Engineer.
A** = Only the subject property owner and those property owners within 1000 feet of the subject property, as measured from property line to property line, may appeal decisions of the Zoning Administrator, Building Official or City or County Engineer.

COMMON REVIEW PROCEDURES

Pre-Application Conference

A. The pre-application conference is a meeting in which the Zoning Administrator discusses the procedures, standards and regulations required for approval in accordance with this development code with the applicant.

B. A mandatory pre-application conference with the Zoning Administrator shall be required for the following:
   1. Zoning change;
   2. Special use permit;
   3. Planned development outline plan;
   4. Minor preliminary plan;
   5. Major preliminary plan;
   6. Right-of-way vacation;
   7. Right-of-way dedication;
   8. Plat of record;
   9. Plat revocation;
   10. Historic district designation; and
   11. Certificate of Appropriateness.

C. A pre-application conference is optional for any application not listed in Sub-Section B above.

Neighborhood Notification and Meeting

A. At least ten days, but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall host and/or attend a neighborhood meeting with representatives from neighborhoods adjacent to the development site which the hearing involves:
   1. Zoning change;
   2. Special use permit or amendment to a special use permit;
   3. Planned development outline plan or amendment to a planned development outline plan; and
   4. All subdivisions except minor subdivisions.

B. Procedure
   1. Where applicable, the Division of Planning and Development shall mail notification of the neighborhood meeting prepared and provided by the applicant to the following individuals: 1) the officers of any neighborhood or business associations registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the subject property; 2) all current residents of single-family and two-family dwellings within the notification area; 3) all property owners within the notification area, if different from the current residents; 4) the members of the Memphis City Council who represent the district and super-district in which the development is planned, or for areas in unincorporated Shelby County, the member of the Shelby County Board of Commissioners who represent the district in which the development is planned; and 5) all residents of multi-family dwellings within the notification area; to inform the community of the proposed development and solicit comments. If the applicant is unable to make notification to the multi-family dwellings, he or she shall provide notice to the Division of Planning and Development the reason and shall mail notification of the neighborhood meeting to the rental or management offices of all multi-family dwellings within the notification area with a request that said rental or management office post the notification in a conspicuous location within a common area(s), including, but not limited to: entry doors, hallways, mailbox areas and laundry rooms.
   2. The neighborhood notification requirements shall be the same as the mailed public notice requirements in 9.3.4A. The notification shall identify the time and place of the neighborhood meeting, as well as a description and map of the project. The notification shall also include the public hearing date of when the application will be heard by the Land Use Control Board. The applicant shall contact the officer(s) of any neighborhood or business association registered with the City of Memphis Office of Community Affairs prior to determining a date for the neighborhood meeting.
   3. The notification shall be prepared by the applicant and presented to the Division of Planning and Development no later than two working days prior to the date set out in the mailing requirement provided in Paragraph 5 below. The notification shall be folded, sealed and placed in stamped envelopes when presented to the Division of Planning

and Development. The following items shall accompany the notification when presented to the Division of Planning and Development: a copy of the letter to be mailed to all parties, a copy of the address labels to whom notification will be mailed and a map of the notice area.

4. If practicable, the neighborhood meeting shall be held at a public building or place of worship within a one-mile radius of the subject property, or at the subject property itself.
5. If the notification package is determined to be complete by the Zoning Administrator, the Division of Planning and Development shall mail the notification no later than 20 days prior to the hearing before the Land Use Control Board and no later than 10 days prior to the date of the neighborhood meeting. If the neighborhood notification package is determined to the incomplete by the Zoning Administrator, the application is subject to being considered incomplete and removed from the Land Use Control Board agenda.
6. Neighborhood meetings are the sole responsibility of the applicant. Documentation of its proceedings shall also be provided to the Division of Planning and Development. The applicant may request neighborhood organizations' contact information, if available, from the Division of Planning and Development.

C. The purpose of the neighborhood notification and meeting is to inform the neighborhood of the nature of the proposed land use and development features and solicit comments. Applicants shall reserve at least 15 minutes of the neighborhood meeting for community members, businesses and/or neighborhood associations wishing to make a presentation regarding the development.

D. Any neighborhood or business association registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the development area will have the opportunity to submit a Community Impact Statement (CIS). The purpose of the CIS is to provide community members a chance to give an opinion and any recommendation regarding the development project. The CIS shall not exceed 500 words. Neighborhood or business associations who intend to file a CIS must submit said statement to the Land Use Control Board or governing bodies prior to the scheduled hearing. If provided prior to the publishing of the Land Use Control Board staff report, the CIS shall be included within the staff report in a prominent position alongside the Division of Planning and Development recommendation. If provided after the publishing of the Land Use Control Board staff report, the CIS will be referenced during the Land Use Control Board public hearing and contained in the materials that are forwarded to the legislative body, where applicable.

E. Exigent circumstances. A neighborhood meeting may be conducted through electronic or telephonic means if holding an in-person meeting is impractical due to an ongoing public health crisis or other similar situation that is out of the control of the applicant, provided all notice requirements of this section are met. In addition, a neighborhood meeting may be held after the Land Use Control Board votes on the matter but before the governing body does so in the event the Division of Planning and Development makes a determination that a zoning change is not in compliance with a Chapter 1.9 plan with the publishing of its Land Use Control Board staff report (see Paragraph 9.3.2A(1)). In such an event, all notice and timing requirements of this Section shall still apply, but will be timed in conjunction with date the governing body is expected to vote on the matter.

Application Requirements

A. Initiation of Request

A request for development approval may be initiated in accordance with the following. For the purpose of this Sub-Section, "body" shall mean either the Memphis City Council or the Shelby County Board of Commissioners; "board" shall mean the Land Use Control Board and "staff" shall mean the Chief Administrative Officer of either the City of Memphis or Shelby County, or the Zoning Administrator.

	Agent/ Owner/ Applicant	Body/ Board/ Staff
Text Amendment		■
Zoning Change	■	■
Comprehensive Rezoning		■*
Replacement of the Zoning Map		■*
Special Uses and Planned Developments:		
Special Uses & Special Use Amendments	■	
Special Use Minor Modifications	■	
Special Use Major Modifications	■	
P. D. Outline Plan & Amendments	■	
P. D. Minor Modifications	■	
P. D. Major Modifications	■	
P. D. Final Plan	■	
P. D. Public Contract	■	
Subdivision:		
Minor Preliminary Plan	■	
Major Preliminary Plan	■	
Resubdivision	■	
Final Plat	■	
Public Contract	■	
Right-of-Way Vacation	■	■
Right-of-Way Dedication	■	
Street Name Change	■	■
Plat of Record Revocation	■	■
Administrative Site Plan Review	■	
Special District Administrative Review	■	
Special Exception Review	■	
Temporary Use Review	■	
Tree Removal	■	
Sign Permit	■	
Certificate of Occupancy	■	
Historic District Designation	■	■
Certificate of Appropriateness	■	
Demolition by Neglect		■
Written Interpretations	■	
Administrative Deviation	■	
Variance and Conditional Use Permit	■	
Appeal of Administrative Decision	■	
Change in Nonconforming Use Permit	■	

*Only the body(s) may initiate a request for a comprehensive rezoning or replacement of the zoning map(see Sub-Sections 9.5.12A and 9.5.13A).

B. Submittals

Applications required under this development code shall be filed with the Division of Planning and Development in accordance with the following.

	Zoning Administrator	Building Official
Text Amendment	■	
Zoning Change	■	
Comprehensive Rezoning	■	
Replacement of the Zoning Map	■	
Special Uses and Planned Developments:		
Special Uses & Special Use Amendments	■	
Special Use Minor Modifications	■	
Special Use Major Modifications	■	
P. D. Outline Plan & Amendments	■	
P. D. Minor Modifications	■	
P. D. Major Modifications	■	
P. D. Final Plan	■	
P. D. Public Contract	■	
Subdivision:		
Minor Preliminary Plan	■	
Major Preliminary Plan	■	
Resubdivision	■	
Final Plat	■	
Public Contract	■	
Right-of-Way Vacation	■	
Right-of-Way Dedication	■	
Street Name Change	■	
Plat of Record Revocation	■	
Administrative Site Plan Review	■	
Special District Administrative Review	■	
Special Exception Review	■	
Temporary Use Review		■
Tree Removal	■	
Sign Permit	■	
Certificate of Occupancy		■
Historic District Designation	■	
Certificate of Appropriateness	■	
Demolition by Neglect	■	
Written Interpretations	■	
Administrative Deviation	■	
Variance and Conditional Use Permit	■	
Appeal of Administrative Decision	■	
Change in Nonconforming Use Permit	■	

C. Forms

Applications required under this development code must be submitted on forms and in such numbers as required by the Division of Planning and Development.

D. Fees

Filing fees have been established to defray the cost of processing the application, as listed with the Division of Planning and Development and adopted by the governing bodies. Before review of an application, all filing fees must be paid in full.

E. Completeness Determination

1. All applications must be complete before the Zoning Administrator/Building Official is required to review the application.
2. An application is considered complete when it contains all of the information necessary to decide whether or not the development as proposed will comply with all of the requirements of this development code.
3. The presumption is that all of the information required in the application forms is necessary to satisfy the requirements of this Article. However, it is recognized that each application is unique, and therefore more or less information may be required according to the needs of the particular case. The applicant may rely on the recommendations of the Zoning Administrator/Building Official as to whether more or less information shall be submitted.
4. Once the application has been determined complete, copies of the application shall be referred by the Zoning Administrator/Building Official to the reviewing entities.
5. The Zoning Administrator/Building Official may require an applicant to present evidence of authority to submit the application.

F. Application Deadline

Complete applications shall be submitted in accordance with the published calendar schedule. Schedules indicating submittal dates shall be developed each year and made available to the public.

G. Staff Consultation after Application Submitted

1. Upon receipt of a complete application, within 21 days after the filing deadline, the Zoning Administrator/Building Official shall review the application and confer with the applicant to ensure an understanding of the applicable requirements of this development code; that the applicant has submitted all of the information they intend to submit; and that the application represents precisely and completely what the applicant proposes to do.
2. Once the applicant indicates that the application is as complete as the applicant intends to make it, the application shall be placed on the agenda of the appropriate review board in accordance with standard procedures. However, if the application is determined incomplete, a recommendation to deny the application on that basis shall be provided to the appropriate reviewing entity.

H. Concurrent Applications

Applications may be filed and reviewed concurrently, at the option of the applicant, provided there is not a pending appeal filed by applicant on the subject site (see Paragraph 9.23.1D(1)).

Public Hearings and Notification

A. Required Hearings and Notification

A public hearing shall be required and notification given as set forth below:

		Public Hearing					Public Hearing Notice			Public Notice Mailed To			
	x-ref	Board of Adjustment	Technical Rev. Committee	Landmarks Commission	Land Use Control Board	Governing Bodies	Sign Posted	Mailed	Newspaper Publication	Subject Property Owners	Adjacent Owners[4]	Owners within 750 Ft. Radius[1]	Neighborhood Associations[5]
Text Amendment	9.4				PH	PH			LUCB/GB				
Zoning Change & Residential Corridors	9.5 & 8.5				PH	PH	SP	M	GB	■	■	■	■
Comprehensive Rezoning	9.5.12				PH	PH	SP	M	LUCB/GB	■			■
Replacement of the Zoning Map	9.5.13				PH	PH		M[9]	LUCB/GB	■[9]			
Special Uses & Planned Developments:													
Special Uses & Special Use Amendments	9.6 & 9.6.12A				PH	PH-AO	SP	M		■	■	■	■
Special Use Major Modifications	9.6.12B				PH	PH-AO	SP	M		■	■	■	■
Special Use Minor Modifications	9.6.12C				PH-AO			M-AO		■	□		□
P. D. Outline Plan & Amendments	9.6 & 9.6.11E(1)				PH	PH-AO	SP	M		■	■	■	■
P. D. Major Modifications	9.6.11E(2)				PH	PH-AO	SP	M		■	■	■	■
P. D. Minor Modifications	9.6.11E(3)				PH-AO			M-AO		■	□		□
P. D. Final Plan	9.6												
P. D. Public Contract	9.6												
Subdivision:													
Minor Preliminary Plan	9.7.6		PH		PH-AO			M		■	■		■
Major Preliminary Plan	9.7.7				PH	PH-AO		M		■	■		■
Resubdivision					PH	PH-AO		M		■	■	■	■
Final Plat	9.7.8												
Public Contract	9.7.8												
Right-of-Way Vacation													
Conversions	9.8				PH	PH-AO	SP	M		■	■		■
Physical Closures	9.8				PH	PH-AO	SP	M		■	■	■[6]	■
Abandonment	9.8				PH	PH-AO		M		■	■		■
Right-of-Way Dedication	9.9				PH	PH-AO		M		■	■		■
Street Name Change	9.10				PH	PH		M		■	■		■
Plat of Record Revocation	9.11				PH	PH-AO		M		■	■		■
Administrative Site Plan	9.12	PH-AO						M-AO		■	□		□
Special Exception	9.14				PH	PH-AO	SP	M		■	■		■
Special District Administrative Review	9.13	PH-AO								■	□[3]		□
Historic District Designation	8.6			PH	PH	PH	SP	M	LM/LUCB/GB	■	■		■
Major Certificate of Appropriateness	8.6.3			PH				M		■	■	■[7]	
Historic District (Demolition by Neglect)	8.6.4			PH-AO						□	□		
Non-Use Variance[2] and Cond. Use Perm.	9.22 & 9.24	PH						M		■	■	■	
Use Variance	9.22	PH					SP[8]	M		■	■	■	
Board of Adjustment Correspondence	2.4.5, 9.22.9, 9.23.1E(2) & 9.24.10	PH						M		■	■		
Administrative Decision		PH-AO								□			
Change in Nonconforming Use Permit	10.2.5	PH						M		■	■	■	

1. If the 750-foot radius includes less than 25 property owners, the radius shall be extended at 100-foot intervals to reach a minimum of 25 property owners provided, however, that the maximum total radius is 1,500 feet.
2. In the case of setback variation requests less than 5 feet only adjacent property owners shall be notified.
3. Public notice mailed to property owners within a 300-foot radius of the subject property.
4. "Adjacent owners" includes abutting owners and those across the street or other ROW from the subject site.
5. Public Notice to Neighborhood Associations may be mailed or sent via electronic mail.
6. The 750-foot radius shall be measured from the entire segment of the road affected by the closure rather than the area of right-of-way to be vacated. The segment of road affected shall be defined to mean that portion of public right-of-way that contains the proposed closure between the two nearest intersecting streets on either side of the closure.
7. A 150-foot radius is utilized for Certificates of Appropriateness.
8. Sign posting is not required for use variances for single-family residences.
9. See Sub-Section 9.5.13B for the mailed notice requirements applicable to replacements of the zoning map

PH = Public Hearing
PH-AO = Public Hearing Upon Appeal or Objection Only (see Section 9.2.2)
LUCB = Land Use Control Board
GB = Governing Body
P = Sign posted prior to administrative approval

LM = Landmarks Commission
M = Public Hearing Notice Mailed
M-AO = Public Hearing Notice Mailed - Appeal Only

■ = Public Notice Sent To
□ = Public Notice Sent Only On Appeal

SP = Public Hearing Sign Posted

GB-RO = Governing Body Publication for Hearing upon Request Only

B. Published Notice

Where published notice is required, a distinctive advertisement shall be placed by the Zoning Administrator in a local newspaper of general circulation in the City of Memphis and Shelby County not more than 30 or less than ten days prior to the date of the public hearing.

C. Posted Notice (Sign)

1. Sign Size and Type

Each sign shall be two feet by three feet in size made to standards and specifications as provided by the Zoning Administrator. All signs will include language stating that defacing or removal of the sign by anyone other than the owner or his or her agent is an illegal act and the person who defaces or removes the sign without permission of the owner will be penalized. Public notice signs are not subject to any sign permit or sign permit fees.

2. Location

a. Zoning Change, Special Use, Planned Development, Special Exception

Signs shall be posted at the nearest right-of-way with the largest traffic volumes as determined by the Zoning Administrator. Each sign shall be placed no further than five feet from the right-of-way visible from each public street on which the subject property has frontage and placed outside the sight distance triangle. Additional signs may be required to be posted at each major roadway entrance to the development or as otherwise determined to be needed by the Zoning Administrator.

b. Comprehensive Rezoning and Historic District Designation

A sign shall be posted at each major roadway entrance to any area being comprehensively rezoned as determined by the Zoning Administrator.

c. Right-of-Way Vacation

A sign shall be posted at each end of the right-of-way to be vacated.

3. Responsibility for Installation and Removal

a. The applicant shall be solely responsible for signage installation and removal and associated costs.

b. Signs shall be erected not more than 30 or less than 10 days prior to the date of the public hearing. Applicants may temporarily remove the signs after each public hearing, provided they reinstall the signs at least 10 days prior to the next public hearing. The applicant shall submit a signed affidavit stating that the signs were installed and the date and posting of the property.

c. Signs shall be removed within 14 days following final action by the governing bodies.

D. Mailed Notice

1. Where mailed notice is required, notification shall be mailed not more than 45 or less than 20 days prior to the date of the public hearing. Mailed notice shall be provided to all property owners within Shelby County in accordance with the provisions of this Code.
2. All of the neighborhood associations registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the subject property shall be provided mailed notice in accordance with Sub-Section 9.3.4A. Notice via electronic mail may substitute for mailed notice.

E. Content of Notice

1. Published or Mailed Notice

Published or mailed notice shall provide at least the following:

a. A case number;

b. The address of the subject property (if available);

c. The general location of the land that is the subject of the application, which may include, a location map

d. A description of the action requested;

e. Where a zoning change is proposed, the current and proposed districts;
f. The time, date and location of the public hearing (or neighbor meeting if applicable);
g. A phone number and email address to contact the Zoning Administrator; and
h. A statement that interested parties may appear at the public hearing.

2. Posted Notice

Required posted notice shall indicate the following:

a. A case number;
b. Type of action; and
c. A phone number to contact the Zoning Administrator; and
d. All signs shall include language stating that defacing or removal of the sign by anyone other than the owner or his agent is an illegal act and the person who defaces or removes the sign without permission of the owner will be penalized.

F. Constructive Notice

1. Minor defects in notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements.
2. Undelivered mailed notice in excess of 25% of total required mailing within a 750-foot radius of the property only, shall constitute failed notice and shall serve to invalidate proceedings unless sufficient notice is provided in accordance with this section.

Notice of Decision

Within seven days after a decision is made, a copy of the decision shall be sent to the applicant and filed with the Zoning Administrator, where it shall be available for public inspection during regular office hours.

Withdrawal of Application

A. An applicant may withdraw an application at any time, by filing a statement of withdrawal with the Zoning Administrator/Building Official except as provided in paragraph C below.
B. The statement of withdrawal shall be in writing and may be delivered by hand, through mail or electronically.
C. If a valid zoning protest petition has been filed, the application may be withdrawn only if the statement of withdrawal is filed no later than five days prior to the date of the public hearing upon which the matter is to be returned for action by the governing bodies. Thereafter, the application may be withdrawn only by action of the governing bodies, by majority vote.

The Zoning Administrator/Building Official may withdraw applications due to the failure of the applicant to submit required information within 90 days of the initial request.

NOTE- Skip to Section 9.5.13 (pg. 454). No changes proposed to text for Chapter 9.4.

9.5.13 Replacement of the Zoning Map

A. Purpose and Intent

The governing bodies may from time to time repeal and completely replace the zoning map in order to make necessary and appropriate revisions. In so doing, consideration will be given to the character of the areas, suitability of particular uses, protecting natural areas, conservation and protection of aesthetics, conserving the value of buildings and communities, and encouraging the most appropriate use of land throughout the City and County. These procedures shall further the protection of the health, safety and general welfare of the citizens of the City and County. Only the legislative bodies may initiate a repeal and complete replacement of the zoning map. Repeal and complete replacement of the map shall be accomplished by majority vote.

B. Mailed Notice

1. Replacements of the zoning map shall be subject to only the mailed notice requirements of this Sub-Section
2. Not more than 45 or less than 20 days prior to the date of the Land Use Control Board hearing, the Zoning Administrator shall issue a mailed notice to the owner of all properties within Memphis and unincorporated Shelby County. The notice shall contain the following information:
    a. The current zoning district of the subject property
    b. The proposed zoning district of the subject property
    c. Information on how the recipient may review the proposed map in its entirety
    d. The time, date, and location of the Land Use Control Board public hearing
    e. A statement that interested parties may appear at the public hearing
    f. A statement that that the proposed zoning district is subject to change prior to the final decision of the governing body
    g. A statement that the Land Use Control Board will be making a recommendation on the proposed map at the public hearing, with a final decision to be made by the appropriate governing body
    h. Notice that the governing body will then meet for a final decision, including citation to or location where the governing body's agenda may be found
3. For the purposes of this Sub-Section, "owner" shall mean the owner of record according to the most recent tax roll published by the County Assessor of Property.
4. For the purposes of mailed notice, the current and proposed zoning district for each property shall be those in which the property's centroid lies. The Zoning Administrator need not issue multiple notices for split-zoned properties.
5. Minor defects in notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with the applicable notice requirements.

NOTICE

CASE NUMBER: ZTA 2026-002

Notice is hereby given that the Memphis and Shelby County Land Use Control Board will hold a public hearing on Thursday, June 11, 2026, at 9:00 AM to consider amendments to Memphis and Shelby County Unified Development Code (UDC). The proposed amendments would clarify the process by which the existing zoning map may be repealed and replaced in its entirety.

The text of the proposed amendment will be published no later than Friday, June 5 alongside the full meeting agenda. The text will be available for public review via Develop901.com or at the Division of Planning and Development's offices at City Hall, 125 N Main St., Ste. 477 (please call to make an appointment). Interested parties may appear and/or testify during the public hearing, which will be held in the City Council Chambers in the first floor of City Hall, 125 N Main St. Those with questions may direct them to zoning@memphistn.gov or call (901) 636-6619.

May 29, 2026 Md114743

PROOF OF PUBLICATION

THE DAILY NEWS PUBLISHING COMPANY, the Publisher of THE DAILY NEWS, a daily newspaper of general circulation printed in the City of Memphis, County of Shelby and State of Tennessee and distributed in Shelby County in Tennessee, states that the hereto attached publication appeared in THE DAILY NEWS on the following dates:

May 29, 2026

THE DAILY NEWS PUBLISHING COMPANY

By: Lynette Smith

Lynette Smith, Office Administrator

STATE OF TENNESSEE
COUNTY OF SHELBY

On this **29th** day of **May 2026,** the individual above appeared before me, personally known, who, being by me duly sworn did say that she is an authorized agent of the corporation (or association) of The Daily News Publishing Company, that this instrument was signed and sealed on behalf of the corporation (or association), by authority of its CEO and Owner.

This legal notice was published online at www.memphisdailynews.com and www.tnpublicnotice.com for the duration of the run dates listed above. This publication fully complies with all public notice statutes in Tennessee Code Annotated.

WITNESS my hand and Official Seal at office this **29th** day of **May 2026.**

Audrey Kalman

Notary Public

AUDREY M. KALMAN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. FEB. 07, 2027

NOTICE

CASE NUMBER: ZTA 2026-002

Notice is hereby given that the Memphis and Shelby County Land Use Control Board will hold a public hearing on Thursday, July 9, 2026, at 9:00 AM to consider amendments to Memphis and Shelby County Unified Development Code (UDC). The proposed amendments would clarify the process by which the existing zoning map may be repealed and replaced in its entirety.

The text of the proposed amendment will be published no later than Friday, July 3 alongside the full meeting agenda. The text will be available for public review via Develop901.com or at the Division of Planning and Development's offices at City Hall, 125 N Main St., Ste. 477 (please call to make an appointment). Interested parties may appear and/or testify during the public hearing, which will be held in the City Council Chambers in the first floor of City Hall, 125 N Main St. Those with questions may direct them to zoning@memphistn.gov or call (901) 636-6619.

June 30, 2026 Md115269

PROOF OF PUBLICATION

THE DAILY NEWS PUBLISHING COMPANY, the Publisher of THE DAILY NEWS, a daily newspaper of general circulation printed in the City of Memphis, County of Shelby and State of Tennessee and distributed in Shelby County in Tennessee, states that the hereto attached publication appeared in THE DAILY NEWS on the following dates**:**

June 30, 2026

THE DAILY NEWS PUBLISHING COMPANY

By: Lynette Smith

Lynette Smith, Office Administrator

STATE OF TENNESSEE
COUNTY OF SHELBY

On this **30th** day of **June 2026,** the individual above appeared before me, personally known, who, being by me duly sworn did say that she is an authorized agent of the corporation (or association) of The Daily News Publishing Company, that this instrument was signed and sealed on behalf of the corporation (or association), by authority of its CEO and Owner.

This legal notice was published online at www.memphisdailynews.com and www.tnpublicnotice.com for the duration of the run dates listed above. This publication fully complies with all public notice statutes in Tennessee Code Annotated.

WITNESS my hand and Official Seal at office this **30th** day of **June 2026.**

Audrey Kalman

Notary Public



MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

LAND USE CONTROL BOARD ZONING TEXT AMENDMENT APPLICATION

Date: May 14, 2026 Case/Docket #: ZTA 2026-002

PLEASE TYPE OR PRINT

Applicant: Brett Ragsdale, Director Phone #: 901-636-7147

Mailing Address: 125 N. Main St., Ste. 468 City/State: Memphis, TN Zip: 38103

Applicant Email Address: brett.ragsdale@memphistn.gov



Signature

May 14, 2026

Date

Attachments: Proposed text changes (redline)

Article 9. Administration

9.1 REVIEW BODIES

9.1.1 Governing Bodies

A. General Authority

The governing bodies may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

B. Final Authority

With respect to this development code, the governing bodies are responsible for final action regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses and special use amendments;
6. Planned development outline plan and amendments;
7. Planned development public contracts;
8. Final plat public contracts;
9. Right-of-way vacation;
10. Right-of-way dedication; and
11. Historic district designation.

9.1.2 Land Use Control Board

A. Establishment

The Land Use Control Board is established pursuant to Joint Ordinance-Resolution No. 2524 (Memphis City Code § 2-50).

B. General Authority

1. The Land Use Control Board performs related duties as directed by the governing bodies.
2. The Land Use Control Board may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Review Authority

With respect to this development code, the Land Use Control Board reviews and makes recommendations regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses and special use amendments;
6. Planned development outline plan and amendments;
6. Street Name Change;
7. Right-of-way vacation;
8. Right-of-way dedication; and
9. Historic district designation.

D. Final Authority

With respect to this development code, the Land Use Control Board shall be responsible for final action (subject to appeal) regarding:

1. Planned development major modifications;

2. Special use major modifications;
3. Major preliminary plans;
4. Resubdivision;
5. Plat of record vacation; and
6. Special exceptions.

9.2.3 Board of Adjustment

A. Establishment

The Board of Adjustment is established pursuant to Joint Ordinance-Resolution No. 722 Memphis City Code § 2-48).

B. General Authority

1. The Board of Adjustment performs related duties as directed by the governing bodies.
2. The Board of Adjustment may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Final Authority

With respect to this development code, the Board of Adjustment is responsible for final action regarding:

1. Variances;
2. Appeals from Administrative decisions
3. Interpretation of zoning district boundaries.
4. Change in nonconforming use permit; and
5. Conditional Use Permits.

9.2.4 Landmarks Commission

A. Defined

The Memphis Landmarks Commission is identified as having the authority to enforce certain provisions of this development code.

B. Establishment

The Landmarks Commission serves as a historic zoning commission pursuant to Tennessee Code 13-7-403 for the City of Memphis (see Memphis City Code § 14-24-5).

C. General Authority

The Landmarks Commission conducts and encourages research, planning and educational projects for the purpose of protecting historic districts and documenting the historic significance thereof, including the following:

1. Recommend to the governing bodies designated sites and districts for loans and grants under the City Landmark Fund and subject to approval by the governing bodies; make application for and administer grants for the purpose of preserving and restoring structures and sites located within a Historic Overly District.
2. Initiate or assist in surveys, plans and studies and programs designed to identify, list and evaluate structures, objects, sites and areas worth of preservation and develop strategies and methods for their protection.
3. Consult with and consider the recommendations of civic groups, public agencies and citizens interested in historic preservation and provide information to the public.
4. Research historic properties and apply for designation to the National Register of Historic Places and establish a list of properties eligible for designation as a Historic Overlay District.

D. Review Authority

With respect to this development code, the Landmarks Commission reviews and make recommendations regarding rezoning to a Historic district designation.

E. Final Authority

With respect to this development code, the Landmarks Commission is responsible for final action regarding applications for a Certificate of Appropriateness.

9.2.5 Downtown Memphis Commission Design Review Board

A. Establishment

The Downtown Memphis Commission Design Review Board is established pursuant to Memphis City Code § 12-44.

B. General Authority

1. The Downtown Memphis Commission Design Review Board performs related duties as directed by the City Council.
2. The Downtown Memphis Commission Design Review Board may exercise additional powers as may be described elsewhere in this development code and as permitted by the City Code of Ordinances.

C. Final Authority

With respect to this development code, the Downtown Memphis Commission Design Review Board is responsible for reviewing applications and issuing permits with respect to the design of public building façades and exteriors in public view, signs and other public improvements within the Central Business Improvement District.

9.2.6 Zoning Administrator

The Zoning Administrator may designate any staff member to represent the Zoning Administrator in any function assigned by this development code. The Zoning Administrator remains responsible for any final action.

A. General Authority

1. The Zoning Administrator performs related duties as directed by the governing bodies.
2. The Zoning Administrator may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

B. Review Authority

With respect to this development code, the Zoning Administrator reviews and makes recommendations regarding:

1. Text amendments;
2. Zoning changes;
3. Comprehensive rezonings;
4. Replacements of the zoning map;
5. Special uses, special use amendments and major modifications;
6. Planned development outline plan and amendments;
7. Planned development major modifications;
8. Major preliminary plans review;
9. Resubdivision;
10. Right-of-way vacation;
11. Right-of-way dedication;
12. Street name change;
13. Plat of record vacation;
14. Special exceptions
15. Historic district designation;
16. Certificates of appropriateness; and
17. Variances.

C. Final Authority

With respect to this development code, the Zoning Administrator is responsible for final action (subject to appeal) regarding:

1. Special use minor modifications;
2. Planned development minor modifications;
3. Planned development final plats;
4. Minor preliminary plans;
5. Final plats;
6. Administrative site plans;

7. Tree removal;
8. Final plat; Demolition by neglect;
9. Administrative deviations; and
10. Written interpretations.

9.2.7 Building Official

A. Delegation of Authority

The Building Official may designate any staff member to represent the Building Official in any function assigned by this development code. The Building Official remains responsible for any final action.

B. General Authority

1. The Building Official performs related duties as directed by the governing bodies.
2. The Building Official may exercise additional powers as may be described elsewhere in this development code and as permitted by the City or County Code of Ordinances.

C. Final Authority

With respect to this development code, the Building Official is responsible for final action (subject to appeal) regarding the following:

1. Temporary use review;
2. Sign permit; and
3. Certificate of occupancy.

9.2.8 Technical Review Committee

The Technical Review Committee is comprised of City and County agencies and is established to provide technical assistance in the review of certain provisions of this development code as set forth below.

A. Composition

The Technical Review Committee shall consist of a representative from the following. The Zoning Administrator shall serve as chairman of the Technical Review Committee and shall be responsible for all final recommendations.

1. Division of Planning and Development – Land Use and Development Services.
2. Division of Planning and Development – Comprehensive Planning.
3. Division of Planning and Development – Construction Enforcement.
4. City Traffic Engineer.
5. City and County Public Works Divisions.
6. City and County Engineering Divisions.
7. City and County Fire Departments.
8. Shelby County Health Department.
9. Memphis Light, Gas, and Water Division.

B. Review Authority

1. With respect to this development code, the Technical Review Committee may review at the discretion of the Zoning Administrator the following:
    a. Text amendments;
    b. Special uses and special use revisions;
    c. Planned development outline plan amendments;
    d. Planned development major modifications;
    e. Planned development minor modifications;
    f. Planned development final plats;
    g. Minor preliminary plans;
    h. Right-of-way vacation;
    i. Administrative site plans; and
    j. Special exceptions.

2. With respect to this development code, the Technical Review Committee shall review the following:
    a. Planned development outline plans;
    b. Major preliminary plans;
    c. Resubdivision;
    d. Right-of-way dedication;
    e. Street name change; and
    f. Plat of record vacation.

9.2 SUMMARY OF REVIEW AUTHORITY

9.2.1 Governing Bodies

The City Council retains review and approval or appeal authority within the City limits of Memphis and the Board of Commissioners retains review and approval or appeal authority within unincorporated Shelby County.

9.2.2 Summary of Review Table

		Review, Recommendation, Decision and Approval							
	x-ref	City or County Engineer	Building Official	Technical Review Committee	Zoning Administrator	Board of Adjustment	Landmarks Commission	Land Use Control Board	Governing Bodies
Text Amendment	9.4			Δ	RR			RR	D
Zoning Change	9.5				RR			RR	D
Comprehensive Rezoning	9.5.12				RR			RR	D
Replacement of the Zoning Map	9.5.13				RR			RR	D
Special Uses & Planned Developments:									
Special Uses & Special Use Amendments	9.6 & 9.6.12A			Δ	RR			RR	D*
Special Use Major Modification	9.6.12B			Δ	RR			D	A
Special Use Minor Modification	9.6.12C			Δ	D			A*	
P. D. Outline Plan & Amendments	9.6 & 9.6.11E (1)			R	RR			RR	D*
P. D. Major Modifications	9.6.11E (2)			Δ	RR			D	A
P. D. Minor Modifications	9.6.11E (3)			Δ	D			A*	
P. D. Final Plan	9.6			Δ	D			A*	
P. D. Public Contract	9.6	RR							D
Subdivision:									
Minor Preliminary Plan	9.7.6			Δ	D			A	
Major Preliminary Plan	9.7.7			R	RR			D	A
Resubdivision				R	RR			D	A
Final Plat without Standard Contract	9.7.8			Δ	D			A*	
Final Plat w/Standard Contract	9.7.8	RR							D
Right-of-Way Vacation	9.8			Δ	RR			RR	D
Right-of-Way Dedication	9.9			R	RR			RR	D
Street Name Change	9.10			R	RR			RR	D
Plat of Record Revocation	9.11			R	RR			D	A
Administrative Site Plan	9.12			Δ	D	A**			
Special District Administrative Review	9.13			Δ	D	A**			
Special Exception	9.14			Δ	RR			D	A
Historic District Designation	8.6				RR		RR	RR	D
Certificate of Appropriateness	8.6.3				RR		D		
Historic District (Demolition by Neglect)	8.6.4				D		A*		
Board of Adjustment					RR	D			
Administrative Decision		D	D		D	A**			
Change in Nonconforming Use Permit	10.2.5				RR	D			

D = Decision
D* = Decision but no public hearing unless a request for a hearing is properly filed by an individual who was either present at LUCB and made a vocal objection or who submitted written comments to DPD prior to LUCB.
R = Review
RR = Review & Recommendation
Δ = Review at Discretion of Zoning Administrator
A = Appeal
A* = Only the subject property owner or his or her representative may appeal decisions of the Zoning Administrator, Building Official or City or County Engineer.
A** = Only the subject property owner and those property owners within 1000 feet of the subject property, as measured from property line to property line, may appeal decisions of the Zoning Administrator, Building Official or City or County Engineer.

9.3 COMMON REVIEW PROCEDURES

9.3.1 Pre-Application Conference

A. The pre-application conference is a meeting in which the Zoning Administrator discusses the procedures, standards and regulations required for approval in accordance with this development code with the applicant.

B. A mandatory pre-application conference with the Zoning Administrator shall be required for the following:

1. Zoning change;
2. Special use permit;
3. Planned development outline plan;
4. Minor preliminary plan;
5. Major preliminary plan;
6. Right-of-way vacation;
7. Right-of-way dedication;
8. Plat of record;
9. Plat revocation;
10. Historic district designation; and
11. Certificate of Appropriateness.

C. A pre-application conference is optional for any application not listed in Sub-Section B above.

9.3.2 Neighborhood Notification and Meeting

A. At least ten days, but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall host and/or attend a neighborhood meeting with representatives from neighborhoods adjacent to the development site which the hearing involves:

1. Zoning change;
2. Special use permit or amendment to a special use permit;
3. Planned development outline plan or amendment to a planned development outline plan; and
4. All subdivisions except minor subdivisions.

B. Procedure

1. Where applicable, the Division of Planning and Development shall mail notification of the neighborhood meeting prepared and provided by the applicant to the following individuals: 1) the officers of any neighborhood or business associations registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the subject property; 2) all current residents of single-family and two-family dwellings within the notification area; 3) all property owners within the notification area, if different from the current residents; 4) the members of the Memphis City Council who represent the district and super-district in which the development is planned, or for areas in unincorporated Shelby County, the member of the Shelby County Board of Commissioners who represent the district in which the development is planned; and 5) all residents of multi-family dwellings within the notification area; to inform the community of the proposed development and solicit comments. If the applicant is unable to make notification to the multi-family dwellings, he or she shall provide notice to the Division of Planning and Development the reason and shall mail notification of the neighborhood meeting to the rental or management offices of all multi-family dwellings within the notification area with a request that said rental or management office post the notification in a conspicuous location within a common area(s), including, but not limited to: entry doors, hallways, mailbox areas and laundry rooms.
2. The neighborhood notification requirements shall be the same as the mailed public notice requirements in 9.3.4A. The notification shall identify the time and place of the neighborhood meeting, as well as a description and map of the project. The notification shall also include the public hearing date of when the application will be heard by the Land Use Control Board. The applicant shall contact the officer(s) of any neighborhood or business association registered with the City of Memphis Office of Community Affairs prior to determining a date for the neighborhood meeting.
3. The notification shall be prepared by the applicant and presented to the Division of Planning and Development no later than two working days prior to the date set out in the mailing requirement provided in Paragraph 5 below. The notification shall be folded, sealed and placed in stamped envelopes when presented to the Division of Planning

and Development. The following items shall accompany the notification when presented to the Division of Planning and Development: a copy of the letter to be mailed to all parties, a copy of the address labels to whom notification will be mailed and a map of the notice area.

4. If practicable, the neighborhood meeting shall be held at a public building or place of worship within a one-mile radius of the subject property, or at the subject property itself.
5. If the notification package is determined to be complete by the Zoning Administrator, the Division of Planning and Development shall mail the notification no later than 20 days prior to the hearing before the Land Use Control Board and no later than 10 days prior to the date of the neighborhood meeting. If the neighborhood notification package is determined to the incomplete by the Zoning Administrator, the application is subject to being considered incomplete and removed from the Land Use Control Board agenda.
6. Neighborhood meetings are the sole responsibility of the applicant. Documentation of its proceedings shall also be provided to the Division of Planning and Development. The applicant may request neighborhood organizations' contact information, if available, from the Division of Planning and Development.

C. The purpose of the neighborhood notification and meeting is to inform the neighborhood of the nature of the proposed land use and development features and solicit comments. Applicants shall reserve at least 15 minutes of the neighborhood meeting for community members, businesses and/or neighborhood associations wishing to make a presentation regarding the development.

D. Any neighborhood or business association registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the development area will have the opportunity to submit a Community Impact Statement (CIS). The purpose of the CIS is to provide community members a chance to give an opinion and any recommendation regarding the development project. The CIS shall not exceed 500 words. Neighborhood or business associations who intend to file a CIS must submit said statement to the Land Use Control Board or governing bodies prior to the scheduled hearing. If provided prior to the publishing of the Land Use Control Board staff report, the CIS shall be included within the staff report in a prominent position alongside the Division of Planning and Development recommendation. If provided after the publishing of the Land Use Control Board staff report, the CIS will be referenced during the Land Use Control Board public hearing and contained in the materials that are forwarded to the legislative body, where applicable.

E. Exigent circumstances. A neighborhood meeting may be conducted through electronic or telephonic means if holding an in-person meeting is impractical due to an ongoing public health crisis or other similar situation that is out of the control of the applicant, provided all notice requirements of this section are met. In addition, a neighborhood meeting may be held after the Land Use Control Board votes on the matter but before the governing body does so in the event the Division of Planning and Development makes a determination that a zoning change is not in compliance with a Chapter 1.9 plan with the publishing of its Land Use Control Board staff report (see Paragraph 9.3.2A(1)). In such an event, all notice and timing requirements of this Section shall still apply, but will be timed in conjunction with date the governing body is expected to vote on the matter.

9.3.3 Application Requirements

A. Initiation of Request

A request for development approval may be initiated in accordance with the following. For the purpose of this Sub-Section, "body" shall mean either the Memphis City Council or the Shelby County Board of Commissioners; "board" shall mean the Land Use Control Board and "staff" shall mean the Chief Administrative Officer of either the City of Memphis or Shelby County, or the Zoning Administrator.

	Agent/ Owner/ Applicant	Body/ Board/ Staff
Text Amendment		■
Zoning Change	■	■
Comprehensive Rezoning		■*
Replacement of the Zoning Map		■*
Special Uses and Planned Developments:		
Special Uses & Special Use Amendments	■	
Special Use Minor Modifications	■	
Special Use Major Modifications	■	
P. D. Outline Plan & Amendments	■	
P. D. Minor Modifications	■	
P. D. Major Modifications	■	
P. D. Final Plan	■	
P. D. Public Contract	■	
Subdivision:		
Minor Preliminary Plan	■	
Major Preliminary Plan	■	
Resubdivision	■	
Final Plat	■	
Public Contract	■	
Right-of-Way Vacation	■	■
Right-of-Way Dedication	■	
Street Name Change	■	■
Plat of Record Revocation	■	■
Administrative Site Plan Review	■	
Special District Administrative Review	■	
Special Exception Review	■	
Temporary Use Review	■	
Tree Removal	■	
Sign Permit	■	
Certificate of Occupancy	■	
Historic District Designation	■	■
Certificate of Appropriateness	■	
Demolition by Neglect		■
Written Interpretations	■	
Administrative Deviation	■	
Variance and Conditional Use Permit	■	
Appeal of Administrative Decision	■	
Change in Nonconforming Use Permit	■	

*Only the body(s) may initiate a request for a comprehensive rezoning or replacement of the zoning map(see Sub-Sections 9.5.12A and 9.5.13A).

B. Submittals

Applications required under this development code shall be filed with the Division of Planning and Development in accordance with the following.

	Zoning Administrator	Building Official
Text Amendment	■	
Zoning Change	■	
Comprehensive Rezoning	■	
Replacement of the Zoning Map	■	
Special Uses and Planned Developments:		
Special Uses & Special Use Amendments	■	
Special Use Minor Modifications	■	
Special Use Major Modifications	■	
P. D. Outline Plan & Amendments	■	
P. D. Minor Modifications	■	
P. D. Major Modifications	■	
P. D. Final Plan	■	
P. D. Public Contract	■	
Subdivision:		
Minor Preliminary Plan	■	
Major Preliminary Plan	■	
Resubdivision	■	
Final Plat	■	
Public Contract	■	
Right-of-Way Vacation	■	
Right-of-Way Dedication	■	
Street Name Change	■	
Plat of Record Revocation	■	
Administrative Site Plan Review	■	
Special District Administrative Review	■	
Special Exception Review	■	
Temporary Use Review		■
Tree Removal	■	
Sign Permit	■	
Certificate of Occupancy		■
Historic District Designation	■	
Certificate of Appropriateness	■	
Demolition by Neglect	■	
Written Interpretations	■	
Administrative Deviation	■	
Variance and Conditional Use Permit	■	
Appeal of Administrative Decision	■	
Change in Nonconforming Use Permit	■	

C. Forms

Applications required under this development code must be submitted on forms and in such numbers as required by the Division of Planning and Development.

D. Fees

Filing fees have been established to defray the cost of processing the application, as listed with the Division of Planning and Development and adopted by the governing bodies. Before review of an application, all filing fees must be paid in full.

E. Completeness Determination

1. All applications must be complete before the Zoning Administrator/Building Official is required to review the application.
2. An application is considered complete when it contains all of the information necessary to decide whether or not the development as proposed will comply with all of the requirements of this development code.
3. The presumption is that all of the information required in the application forms is necessary to satisfy the requirements of this Article. However, it is recognized that each application is unique, and therefore more or less information may be required according to the needs of the particular case. The applicant may rely on the recommendations of the Zoning Administrator/Building Official as to whether more or less information shall be submitted.
4. Once the application has been determined complete, copies of the application shall be referred by the Zoning Administrator/Building Official to the reviewing entities.
5. The Zoning Administrator/Building Official may require an applicant to present evidence of authority to submit the application.

F. Application Deadline

Complete applications shall be submitted in accordance with the published calendar schedule. Schedules indicating submittal dates shall be developed each year and made available to the public.

G. Staff Consultation after Application Submitted

1. Upon receipt of a complete application, within 21 days after the filing deadline, the Zoning Administrator/Building Official shall review the application and confer with the applicant to ensure an understanding of the applicable requirements of this development code; that the applicant has submitted all of the information they intend to submit; and that the application represents precisely and completely what the applicant proposes to do.
2. Once the applicant indicates that the application is as complete as the applicant intends to make it, the application shall be placed on the agenda of the appropriate review board in accordance with standard procedures. However, if the application is determined incomplete, a recommendation to deny the application on that basis shall be provided to the appropriate reviewing entity.

H. Concurrent Applications

Applications may be filed and reviewed concurrently, at the option of the applicant, provided there is not a pending appeal filed by applicant on the subject site (see Paragraph 9.23.1D(1)).

9.3.4 Public Hearings and Notification

A. Required Hearings and Notification

A public hearing shall be required and notification given as set forth below:

		Public Hearing					Public Hearing Notice			Public Notice Mailed To			
	x-ref	Board of Adjustment	Technical Rev. Committee	Landmarks Commission	Land Use Control Board	Governing Bodies	Sign Posted	Mailed	Newspaper Publication	Subject Property	Adjacent Owners[4]	Owners within 750 Ft. Radius[1]	Neighborhood Associations[5]
Text Amendment	9.4				PH	PH			LUCB/GB				
Zoning Change & Residential Corridors	9.5 & 8.5				PH	PH	SP	M	GB	■	■	■	■
Comprehensive Rezoning	9.5.12				PH	PH	SP	M	LUCB/GB	■			■
Replacement of the Zoning Map	9.5.13				PH	PH		M[9]	LUCB/GB	■[9]			
Special Uses & Planned Developments:													
Special Uses & Special Use Amendments	9.6 & 9.6.12A				PH	PH-AO	SP	M		■	■	■	■
Special Use Major Modifications	9.6.12B				PH	PH-AO	SP	M		■	■	■	■
Special Use Minor Modifications	9.6.12C				PH-AO			M-AO		■	□		□
P. D. Outline Plan & Amendments	9.6 & 9.6.11E(1)				PH	PH-AO	SP	M		■	■	■	■
P. D. Major Modifications	9.6.11E(2)				PH	PH-AO	SP	M		■	■	■	■
P. D. Minor Modifications	9.6.11E(3)				PH-AO			M-AO		■	□		□
P. D. Final Plan	9.6												
P. D. Public Contract	9.6												
Subdivision:													
Minor Preliminary Plan	9.7.6		PH		PH-AO			M		■	■		■
Major Preliminary Plan	9.7.7				PH	PH-AO		M		■	■		■
Resubdivision					PH	PH-AO		M		■	■	■	■
Final Plat	9.7.8												
Public Contract	9.7.8												
Right-of-Way Vacation													
Conversions	9.8				PH	PH-AO	SP	M		■	■		■
Physical Closures	9.8				PH	PH-AO	SP	M		■	■	■[6]	■
Abandonment	9.8				PH	PH-AO		M		■	■		■
Right-of-Way Dedication	9.9				PH	PH-AO		M		■	■		■
Street Name Change	9.10				PH	PH		M		■	■		■
Plat of Record Revocation	9.11				PH	PH-AO		M		■	■		■
Administrative Site Plan	9.12	PH-AO						M-AO		■	□		□
Special Exception	9.14				PH	PH-AO	SP	M		■	■		■
Special District Administrative Review	9.13	PH-AO								■	□[3]		□
Historic District Designation	8.6			PH	PH	PH	SP	M	LM/LUCB/GB	■	■		■
Major Certificate of Appropriateness	8.6.3			PH				M		■	■	■[7]	
Historic District (Demolition by Neglect)	8.6.4			PH-AO						□	□		
Non-Use Variance[2] and Cond. Use Perm.	9.22 & 9.24	PH						M		■	■	■	
Use Variance	9.22	PH					SP[8]	M		■	■	■	
Board of Adjustment Correspondence	2.4.5, 9.22.9, 9.23.1E(2) & 9.24.10	PH						M		■	■		
Administrative Decision		PH-AO								□			
Change in Nonconforming Use Permit	10.2.5	PH						M		■	■	■	

1. If the 750-foot radius includes less than 25 property owners, the radius shall be extended at 100-foot intervals to reach a minimum of 25 property owners provided, however, that the maximum total radius is 1,500 feet.
2. In the case of setback variation requests less than 5 feet only adjacent property owners shall be notified.
3. Public notice mailed to property owners within a 300-foot radius of the subject property.
4. "Adjacent owners" includes abutting owners and those across the street or other ROW from the subject site.
5. Public Notice to Neighborhood Associations may be mailed or sent via electronic mail.
6. The 750-foot radius shall be measured from the entire segment of the road affected by the closure rather than the area of right-of-way to be vacated. The segment of road affected shall be defined to mean that portion of public right-of-way that contains the proposed closure between the two nearest intersecting streets on either side of the closure.
7. A 150-foot radius is utilized for Certificates of Appropriateness.
8. Sign posting is not required for use variances for single-family residences.
9. See Sub-Section 9.5.13B for the mailed notice requirements applicable to replacements of the zoning map

PH = Public Hearing
PH-AO = Public Hearing Upon Appeal or Objection Only (see Section 9.2.2)
LUCB = Land Use Control Board
GB = Governing Body

SP = Public Hearing Sign Posted
LM = Landmarks Commission
M = Public Hearing Notice Mailed
M-AO = Public Hearing Notice Mailed - Appeal Only

GB-RO = Governing Body Publication for Hearing upon Request Only
P = Sign posted prior to administrative approval

■ = Public Notice Sent To
□ = Public Notice Sent Only On Appeal

B. Published Notice

Where published notice is required, a distinctive advertisement shall be placed by the Zoning Administrator in a local newspaper of general circulation in the City of Memphis and Shelby County not more than 30 or less than ten days prior to the date of the public hearing.

C. Posted Notice (Sign)

1. Sign Size and Type

Each sign shall be two feet by three feet in size made to standards and specifications as provided by the Zoning Administrator. All signs will include language stating that defacing or removal of the sign by anyone other than the owner or his or her agent is an illegal act and the person who defaces or removes the sign without permission of the owner will be penalized. Public notice signs are not subject to any sign permit or sign permit fees.

2. Location

a. Zoning Change, Special Use, Planned Development, Special Exception

Signs shall be posted at the nearest right-of-way with the largest traffic volumes as determined by the Zoning Administrator. Each sign shall be placed no further than five feet from the right-of-way visible from each public street on which the subject property has frontage and placed outside the sight distance triangle. Additional signs may be required to be posted at each major roadway entrance to the development or as otherwise determined to be needed by the Zoning Administrator.

b. Comprehensive Rezoning and Historic District Designation

A sign shall be posted at each major roadway entrance to any area being comprehensively rezoned as determined by the Zoning Administrator.

c. Right-of-Way Vacation

A sign shall be posted at each end of the right-of-way to be vacated.

3. Responsibility for Installation and Removal

a. The applicant shall be solely responsible for signage installation and removal and associated costs.

b. Signs shall be erected not more than 30 or less than 10 days prior to the date of the public hearing. Applicants may temporarily remove the signs after each public hearing, provided they reinstall the signs at least 10 days prior to the next public hearing. The applicant shall submit a signed affidavit stating that the signs were installed and the date and posting of the property.

c. Signs shall be removed within 14 days following final action by the governing bodies.

D. Mailed Notice

1. Where mailed notice is required, notification shall be mailed not more than 45 or less than 20 days prior to the date of the public hearing. Mailed notice shall be provided to all property owners within Shelby County in accordance with the provisions of this Code.
2. All of the neighborhood associations registered with the City of Memphis Office of Community Affairs whose boundaries include properties within 1,500 feet of the subject property shall be provided mailed notice in accordance with Sub-Section 9.3.4A. Notice via electronic mail may substitute for mailed notice.

E. Content of Notice

1. Published or Mailed Notice

Published or mailed notice shall provide at least the following:

a. A case number;

b. The address of the subject property (if available);

c. The general location of the land that is the subject of the application, which may include, a location map

d. A description of the action requested;

e. Where a zoning change is proposed, the current and proposed districts;

f. The time, date and location of the public hearing (or neighbor meeting if applicable);

g. A phone number and email address to contact the Zoning Administrator; and

h. A statement that interested parties may appear at the public hearing.

2. Posted Notice

Required posted notice shall indicate the following:

a. A case number;

b. Type of action; and

c. A phone number to contact the Zoning Administrator; and

d. All signs shall include language stating that defacing or removal of the sign by anyone other than the owner or his agent is an illegal act and the person who defaces or removes the sign without permission of the owner will be penalized.

F. Constructive Notice

1. Minor defects in notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements.
2. Undelivered mailed notice in excess of 25% of total required mailing within a 750-foot radius of the property only, shall constitute failed notice and shall serve to invalidate proceedings unless sufficient notice is provided in accordance with this section.

9.3.5 Notice of Decision

Within seven days after a decision is made, a copy of the decision shall be sent to the applicant and filed with the Zoning Administrator, where it shall be available for public inspection during regular office hours.

9.3.6 Withdrawal of Application

A. An applicant may withdraw an application at any time, by filing a statement of withdrawal with the Zoning Administrator/Building Official except as provided in paragraph C below.

B. The statement of withdrawal shall be in writing and may be delivered by hand, through mail or electronically.

C. If a valid zoning protest petition has been filed, the application may be withdrawn only if the statement of withdrawal is filed no later than five days prior to the date of the public hearing upon which the matter is to be returned for action by the governing bodies. Thereafter, the application may be withdrawn only by action of the governing bodies, by majority vote.

The Zoning Administrator/Building Official may withdraw applications due to the failure of the applicant to submit required information within 90 days of the initial request.

NOTE- Skip to Section 9.5.13 (pg. 454). No changes proposed to text for Chapter 9.4.

NOTE- The below is a new Section to be inserted after existing Section 9.5.12

9.5.13 Replacement of the Zoning Map

A. Purpose and Intent

The governing bodies may from time to time repeal and completely replace the zoning map in order to make necessary and appropriate revisions. In so doing, consideration will be given to the character of the areas, suitability of particular uses, protecting natural areas, conservation and protection of aesthetics, conserving the value of buildings and communities, and encouraging the most appropriate use of land throughout the City and County. These procedures shall further the protection of the health, safety and general welfare of the citizens of the City and County. Only the legislative bodies may initiate a repeal and complete replacement of the zoning map. Repeal and complete replacement of the map shall be accomplished by majority vote.

B. Mailed Notice

1. Replacements of the zoning map shall be subject to only the mailed notice requirements of this Sub-Section
2. Not more than 45 or less than 20 days prior to the date of the Land Use Control Board hearing, the Zoning Administrator shall issue a mailed notice to the owners of all properties within Memphis and unincorporated Shelby County. The notice shall contain the following information:
    a. The current zoning district of the subject property
    b. The proposed zoning district of the subject property
    c. Information on how the recipient may review the proposed map in its entirety
    d. The time, date, and location of the Land Use Control Board public hearing
    e. A statement that interested parties may appear at the public hearing
    f. A statement that that the proposed zoning district is subject to change prior to the final decision of the governing body
    g. A statement that the Land Use Control Board will be making a recommendation on the proposed map at the public hearing, with a final decision to be made by the appropriate governing body
    h. Notice that the governing body will then meet for a final decision, including citation to or location where the governing body's agenda may be found
3. For the purposes of this Sub-Section, "owner" shall mean the owner of record according to the most recent tax roll published by the County Assessor of Property.
4. For the purposes of mailed notice, the current and proposed zoning district for each property shall be those in which the property's centroid lies. The Zoning Administrator need not issue multiple notices for split-zoned properties.
5. Minor defects in notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with the applicable notice requirements.

RESOLUTION approving the engineering plans for:
Intersection of A. W. Willis Avenue at N Fourth Street
and accepting Bond as security

WHEREAS, **America Lebanese Syrian Associated Charities (ALSAC)**, and **St. Jude Children's Research Hospital (St. Jude)** are the Developers of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, located at the intersection of A. W. Willis Avenue at N Fourth Street, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **ALSAC** and **St. Jude**, and the **City of Memphis**, covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the engineering plans for **Intersection of A. W. Willis Avenue at N Fourth Street** are hereby approved

BE IT FURTHER RESOLVED that the proper official be and are hereby authorized to execute the attached standard improvement contract, accepting **Travelers Casualty and Surety Company of America Performance Bond No. 108240243** in the amount of **$ 159,400.00**, as project security.

RESOLUTION accepting public improvements for
Walnut Green P.D. Phase 1 (County) [CR#5460]
and releasing Bond

WHEREAS, **Coastal Fuels, Inc.**, is the Developer of a certain property in the present limits of Shelby County as shown on the engineering plans and located at the northwest quadrant of Walnut Grove Road and Gray's Creek in Shelby County, Tennessee.

and

WHEREAS, all of the public improvements, required by the Standard Improvement Contract for the project, are completed;

and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the engineering plans for **Walnut Green P.D. Phase 1 (County) [CR#5460]** , and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Financial Federal Letter of Credit No. 281A** in the amount of **$379,300.00**, and currently held as project security, is hereby ordered released.

RESOLUTION accepting public improvements for
Phillips Farms P.D. Area 2A, Phase 1[CR#5477]
and releasing Bond

WHEREAS, **Coastal Fuels, Inc.**, is the Developer of a certain property in the present limits of Shelby County as shown on the engineering plans and located at Houston Levee Road and Sutton Ridge Lane, in Shelby County, Tennessee.

and

WHEREAS, all of the public improvements, required by the Standard Improvement Contract for the project, are completed;

and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the engineering plans for **Phillips Farms P.D. Area 2A, Phase 1 [CR#5477]** , and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Financial Federal Letter of Credit No. 291A** in the amount of **$48,000.00**, and currently held as project security, is hereby ordered released.

RESOLUTION accepting public improvements for
272 N. Bellevue Residential [CR#5478]
and releasing Bond

WHEREAS, **Bellevue Montgomery, LLC.**, is the Developer of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, and located at 272 North Bellevue Blvd., in Memphis Tennessee.

and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed;

and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the engineering plans for **272 N. Bellevue Residential [CR#5478]**, and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Paragon Bank Letter of Credit No. 00112** in the amount of **$188,100.00**, and currently held as project security, is hereby ordered released.

Docusign Envelope ID: FEB9D90C-E097-8382-83CF-4431131CCF5B

Memphis City Council Summary Sheet

(Revised January 28, 2026)

1. **Description of the Item (Resolution, Ordinance, etc.)**
   Resolution authorizing Fy27 sponsorships for Memphis Parks programming in the amount of Two Hundred Thousand Dollars $200,000.00

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

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

n/a

4. **State whether this will impact specific council districts or super districts.**
   All Districts

5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
   n/a

6. **State whether this requires an expenditure of funds/requires a budget amendment.**
   Requires acceptance of funds, operating budget amendment, and expenditure of funds.

7. **If same night minutes are requested, state the reason for the urgency.**
   n/a

Docusign Envelope ID: FEB9D90C-E097-8382-83CF-4431131CCF5B

G221

RESOLUTION

Caption: Resolution authorizing FY2027 sponsorships for Memphis Parks programming in the amount of Two Hundred Thousand Dollars ($200,000.00)

WHEREAS, Memphis Parks anticipates collecting and expending sponsorship funds in an amount not to exceed Two Hundred Thousand Dollars ($200,000.00) to support programming, events, and initiatives; and

WHEREAS, Memphis Parks provides recreational, health, wellness, and community-based programming that enhances quality of life for residents across the City of Memphis; and

WHEREAS, sponsorship funding from corporate, nonprofit, and community partners allows Memphis Parks to expand programming, increase accessibility, and enhance services without placing additional burden on public funds; and

WHEREAS, these sponsorships support initiatives that promote youth development, health and wellness, community engagement, and equitable access to parks and recreational opportunities; and

WHEREAS, Memphis Parks seeks to formalize the acceptance and use of sponsorship funds in accordance with City policies and procedures; and

WHEREAS, all sponsorship funds received will be used solely for the support of approved Memphis Parks programming and related expenditures;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the Division of Memphis Parks is hereby authorized to accept and expend sponsorship funds in an amount not to exceed Two Hundred Thousand Dollars ($200,000.00) for FY2027 to support parks programming, events, and related initiatives, in accordance with all applicable City of Memphis policies and procedures.

5977

REFERENDUM ORDINANCE NO. XXXX

REFERENDUM ORDINANCE TO AMEND THE CHARTER OF THE CITY OF MEMPHIS, SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, PURSUANT TO PROVISIONS OF ARTICLE XI, §9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), SO AS TO ESTABLISH LOBBYIST REGISTRATION AND DISCLOSURE REQUIREMENTS, AND TO SUBMIT THE PROPOSED REFERENDUM ORDINANCE TO THE QUALIFIED VOTERS OF THE CITY OF MEMPHIS AT THE NEXT STATE GENERAL ELECTION

WHEREAS, Article 11, Section 9 of the Constitution of the State of Tennessee provides that it shall be the duty of the legislative body of such municipality to publish any proposal so made and to submit the same to its qualified voters at a special election which shall be held at least sixty (60) days after such publication and such proposal shall become effective sixty (60) days after approval by a majority of the qualified voters voting thereon; and

WHEREAS, cities across the country have implemented lobbyist registration requirements to regulate lobbying activities and to help promote local governmental transparency, thereby fostering public confidence in elected and appointed officers and government employees; and

WHEREAS, the Memphis City Council recognizes that First Amendment Rights must be safeguarded and endeavors to do so in all circumstances, including ensuring city government functions to serve the needs of all citizens; and

WHEREAS, establishing a lobbyist registration requirement that requires lobbyists to register annually and to file their state-mandated disclosure statements with the City of Memphis will enhance a robust, inclusive, and transparent public process; and

WHEREAS, it is deemed advisable to submit such proposed amendment to the qualified voters of the City of Memphis for their consideration; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the present Charter of said City consisting of the provisions of the Act of the State of Tennessee for the year 1879, Chapter 11, as amended, and pursuant to Article 11, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) the following proposal shall be published and submitted by the City of Memphis to its qualified voters at the next state general election, and which shall be held at least sixty (60) days after such publication:

Section 1. Question

Shall the Home Rule Charter of the City of Memphis, Tennessee, be amended to require the Memphis City Council, by ordinance, to create a lobbyist registration and disclosure process to ensure transparency and accountability?

FOR THE AMENDMENT	(YES)
AGAINST THE AMENDMENT	(NO)

I, Walter Person, Director of Finance for the City of Memphis, do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is directed to cause this Ordinance, as finally adopted, to be published immediately after adoption in accordance with Article XI, Section 9 of the Tennessee Constitution.

Section 3. Certification and Delivery to the Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the State General election on November 3, 2026, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and Preference.

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in the next state general election:

Shall the Home Rule Charter of the City of Memphis, Tennessee, be amended to require the Memphis City Council, by ordinance, to create a lobbyist registration and disclosure process to ensure transparency and accountability?

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on November 3, 2026, the public welfare requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. Appropriation for Costs.

BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on November 3, 2026, and for the cost of seeking a declaratory judgment as to the enforceability of the proposed amendment if approved by the qualified voters of the City.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, That if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, That this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

BE IT FURTHER ORDAINED, That the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

SPONSOR:

Chase Carlisle

CHAIRPERSON

Jana Swearengen-Washington

5978

REFERENDUM ORDINANCE NO. XXXX

A REFERENDUM ORDINANCE TO AMEND THE CHARTER OF THE CITY OF MEMPHIS, SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, PURSUANT TO THE PROVISIONS OF ARTICLE XI, SECTION 9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT) TO AUTHORIZE THE CREATION BY ORDINANCE OF UNIFORM ADMINISTRATIVE PROCEDURES AND SYSTEMS FOR DISPOSITION OF APPEALS THAT MAY AFFECT THE EMPLOYMENT STATUS OF CIVIL SERVICE EMPLOYEES

WHEREAS, Article 11, Section 9 of the Constitution of the State of Tennessee provides that it shall be the duty of the legislative body of such municipality to publish any proposal so made and to submit the same to its qualified voters at a special election which shall be held at least sixty (60) days after such publication and such proposal shall become effective sixty (60) days after approval by a majority of the qualified voters voting thereon; and

WHEREAS, the Charter of the City of Memphis establishes procedures governing civil service employee appeals, including the review of disciplinary actions; and

WHEREAS, state law requires the City to utilize certain procedures in any case that may affect the employment status of a civil service employee, including Civil service, OJI and Pension appeals; and

WHEREAS, it is deemed advisable that the Council be authorized to establish by ordinance uniform and comprehensive administrative procedures, as required by law, for the disposition of appeals that may affect the employment status of a civil service employee, as required by law, including the composition of boards, commissions and hearing panels with persons trained or experienced in labor and benefits matters.

WHEREAS, it is deemed advisable to submit such proposed amendment to the qualified voters of the City of Memphis for their consideration; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the present Charter of said City consisting of the provisions of the Act of the State of Tennessee for the year 1879, Chapter 11, as amended, and pursuant to Article 11, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) the following proposal shall be published and submitted by the City of Memphis to its qualified voters at the next state general election, and which shall be held at least sixty (60) days after such publication:

Section 1. Question

"Shall the City of Memphis Charter be amended to authorize the City Council, in consultation with the Mayor, to establish by ordinance uniform and comprehensive administrative procedures for disposition of appeals, as required by law, that that may affect the employment status of a civil service employee, including the composition of boards, commissions and hearing panels with persons trained or experienced in labor and benefits matters?

FOR THE AMENDMENT	(YES)
AGAINST THE AMENDMENT	(NO)

I, Walter Person, Director of Finance for the City of Memphis, do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is directed to cause this Ordinance, as finally adopted, to be published immediately

after adoption in accordance with Article XI, Section 9 of the Tennessee Constitution.

Section 3. Certification and Delivery to the Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the State General election on November 3, 2026, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in the next state general election:

Shall the City of Memphis Charter be amended to authorize the City Council, in consultation with the Mayor, to establish by ordinance uniform and comprehensive administrative procedures for disposition of appeals, as required by law, that that may affect the employment status of a civil service employee, including the composition of boards, commissions and hearing panels with persons trained or experienced in labor and benefits matters?

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, that Charter Amendment proposed by this Referendum Ordinance shall take effect and become operative for the purposes set forth herein sixty (60) days after approval

by a majority of the qualified voters voting thereon in an election to be held on November 3, 2026, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. Appropriation for Costs.

BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on November 3, 2026, and for the cost of seeking a declaratory judgment, if necessary, as to the enforceability of proposed amendment if approved by the qualified voters of the City.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

BE IT FURTHER ORDAINED, that the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

SPONSOR: Chase Carlisle

CHAIRPERSON
Jana Swearengen-Washington

Docusign Envelope ID: C1E9BD5B-3188-82AC-8084-C0934A7141F8

Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

   RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FINANCING LEASE IN AN AMOUNT NOT EXCEEDING $7,100,000, RELATING TO THE ACQUISITION OF VARIOUS SOLID WASTE VEHICLES AND TO APPROVE CERTAIN OTHER MATTERS RELATING THERETO.

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

   FINANCE DIVISION

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

   N/A

4. **State whether this will impact specific council districts or super districts.**

   ALL COUNCIL DISTRICTS AND SUPER DISTRICTS WILL BENEFIT.

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

   N/A

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

   THIS DOES REQUIRE A BUDGET AMENDMENT.

7. **If same night minutes are requested, state the reason for the urgency.**

   N/A

Docusign Envelope ID: C1E9BD5B-3188-82AC-8084-C0934A7141F8

RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FINANCING LEASE IN AN AMOUNT NOT EXCEEDING $7,100,000, RELATING TO THE ACQUISITION OF VARIOUS SOLID WASTE VEHICLES AND TO APPROVE CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City's Solid Waste Division has a need for ¾ Ton Pickups, 32yd Packers, 48' Walking Floor Trailers, and Industrial Wheel Loaders (collectively, the "Solid Waste Equipment"); and

WHEREAS, the City of Memphis (the "City") solicited and received bids from qualified municipal lease providers to serve as financing agent for the City's proposed acquisition of the Solid Waste Equipment; and

WHEREAS, it was determined by the City that the bid submitted by JPMorgan Chase Bank, N.A. was the best bid and provides the lowest cost to the City; and

WHEREAS, on November 7, 2013, the City entered into a Master Equipment Lease with JPMorgan Chase Bank, N.A. (the "Master Equipment Lease") relating to the acquisition of parking meters; and

WHEREAS, the proposed lease of the Solid Waste Equipment will be added as a schedule to the Master Equipment Lease; and

WHEREAS, the Master Equipment Lease is subject to termination for non-appropriation, without cause, in any year; and

WHEREAS, in accordance with the requirements of T.C.A. §§ 9-24-104 et seq., the forms of documents associated with the Lease Agreement (the "Lease Documents") have been reviewed and approved by the designee of the Tennessee Comptroller of the Treasury, and such approval is attached to this resolution as Exhibit B; and

WHEREAS, Council approval is required prior to the Mayor's execution of the Lease Documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis as follows:

Section 1. Authorization of Lease Documents. The Mayor or his designee, along with other authorized officers are hereby empowered and directed to execute, acknowledge and deliver the Lease Documents in substantially the forms as presented in Exhibit A, with such changes, insertions or omissions as may be deemed reasonably necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this resolution and shall not be inconsistent with or contrary to such purposes.

Docusign Envelope ID: C1E9BD5B-3188-82AC-8084-C0934A7141F8

Execution of the Lease Documents shall constitute conclusive evidence that such documents—and any revisions thereto—have been approved by the individuals executing them.

Section 2. Information Reporting. The Chief Financial Officer of the City (the "CFO") or his designee is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G, "Information Return for Tax-Exempt Governmental Obligations," as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 3. Non-Arbitrage Certificate. The CFO is hereby authorized to execute a non-arbitrage certificate to comply with Section 148 of the Code, and the applicable income tax regulations thereunder.

Section 4. Budget Amendment. The CFO is hereby authorized to amend the operating budget of the Solid Waste Division to account for any changes made in compliance with the Lease Documents.

Section 5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Lease Documents shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in their individual capacity, and such persons shall be deemed to act solely in their official capacities.

Section 6. General Authority. From and after the execution and delivery of the documents hereinabove authorized and consented to, the Mayor of the City, his designee, and the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the execution and delivery of the Lease Documents and to document compliance with the Code.

Section 7. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and the execution, delivery and performance of the Lease Documents shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 8. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 9. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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EXHIBIT A
FORM OF LEASE DOCUMENTS

Docusign Envelope ID: C1E9BD5B-3188-82AC-8084-C0934A7141F8

CHASE

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: 11/07/2013

Lessee: CITY OF MEMPHIS GENERAL CITY GOVT

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the sum of the differences between (i) each scheduled interest payment which would have been made on the Termination Value if such Casualty Loss payment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the Loss Payment Due Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall be deemed to have entered into when the

Lease was originally funded, with each such difference discounted to a present value as of the date of payment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. **INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **NO PREPAYMENT.** Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.**

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor

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receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. **ASSIGNMENT.**

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises

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where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state of Tennessee.

23. **NOTICES.** Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite 3A – OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. **FINANCIAL INFORMATION.** Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

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27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. **WAIVER OF IMMUNITY.** To the extent permitted by law, Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

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LEASE SCHEDULE

Dated as of: AUGUST X, 2026

Lease No.: TBD

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated November 07, 2013.

A. **EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. **EQUIPMENT LOCATION:** See Attached Schedule A-1

C. **ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. **ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

E. **RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.

F. **RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).

G. **GOVERNMENT REGULATION. ANTI-CORRUPTION**.

(a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions. Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.

(b) Compliance with Anti-Corruption Laws and Sanctions. Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(c) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

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(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings:
"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

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LEASE SCHEDULE
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Lease Schedule as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

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SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price **$7,100,000.00**

Net Amount Financed **$7,100,000.00**

Equipment Description:

Asset Name	Location
Equipment consisting of ¾ Ton Pickup (15), 32yd Packer (14), 48' Walking Floor Trailer (4) and Industrial Wheel Loader (3)	VARIOUS LOCATIONS THROUGHOUT THE CITY

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

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SCHEDULE A-1
(Equipment List)

This Schedule A-1 is attached to the Lease Schedule **TBD** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

CITY OF MEMPHIS GENERAL CITY GOVT	**JPMORGAN CHASE BANK, N.A**
(Lessee)	(Lessor)
By: _____	By: _____
Title: Mayor	Title: Authorized Officer

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Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No.	**TBD**
Lease Schedule Dated:	**AUGUST X, 2026**
Accrual Date	**AUGUST X, 2026**
Amount Financed	**$7,100,000.00**
Interest Rate	**TBD% per annum**
Taxable Rate	**TBD% per annum**

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Payment Schedule
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Payment Schedule as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

VEHICLE SCHEDULE ADDENDUM

Dated As of: **AUGUST X, 2026**

Lease Schedule No: **TBD**

Lessee: **CITY OF MEMPHIS GENERAL CITY GOVT**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:

   (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

   (b) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

   (c) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

   Lessor's Address:
   JPMORGAN CHASE BANK, N.A.
   1111 Polaris Parkway, Suite 1A (OH1-1085)
   Columbus, Ohio 43240

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

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VEHICLE SCHEDULE ADDENDUM
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Vehicle Schedule Addendum as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

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PREPAYMENT SCHEDULE ADDENDUM
(Break Funding Premium)

Dated as of: **AUGUST X, 2026**

Lease Schedule No.: **TBD**

Lessee: **CITY OF MEMPHIS GENERAL CITY GOVT**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.

2. In addition to the prepayment amounts required by paragraph 1 above, a Breakfunding Charge shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap").

3. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Prepayment Addendum as of the date first written above.

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PREPAYMENT SCHEDULE ADDENDUM
(Break Funding Premium)
Signature page

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

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PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite 1A(OH1-1085)
Columbus, Ohio 43240

Date: **AUGUST X, 2026**

Re: Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated November 07, 2013 between **CITY OF MEMPHIS GENERAL CITY GOVT**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor")

I hereby instruct you and authorize you to disburse **$7,100,000.00** to the account number(s) as specified below:

Payee #1

Wire:

Name of Bank:	DEUTSCHE BANK NATIONAL TRUST COMPANY AMERICAS
ABA No.:	TBD
Account Number:	TBD
Account Name:	DEUTSCHE BANK NATIONAL TRUST COMPANY AMERICAS
Amount:	$7,100,000.00
Re:	TBD

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee, to the extent permitted by law, shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

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PROCEEDS DISBURSEMENT AUTHORIZATION
SIGNATURE PAGE

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

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INCUMBENCY CERTIFICATE

The undersigned Kametris Wyatt being the Interim Comptroller of the City of Memphis, Tennessee (the "City"), hereby certifies that the individuals named below are the duly elected or appointed officers of the City holding the offices set forth opposite their respective names and the signature appearing below is a true specimen of the genuine signature of such individual.

	Name and Title
_____	Tannera Gibson, Chief Legal Officer/City Attorney
_____	Art G. Davis II Chief Financial Officer
_____	Philip Davis Director of Solid Waste
_____	Paul A. Young Mayor

IN WITNESS WHEREOF, the undersigned have executed this Signature Certificate this TBD day of August, 2026.

_____

Kametris Wyatt, Interim Comptroller
City of Memphis, Tennessee

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FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationery)

Date: **AUGUST X, 2026**

Lessee: **CITY OF MEMPHIS GENERAL CITY GOVT**

Lessor: **JPMORGAN CHASE BANK, N.A.**

Re: Lease Schedule No. **TBD** dated **August X, 2026** together with its Master Lease-Purchase Agreement dated as of **November 07, 2013** by and between the above-named Lessee and the above-named Lessor and the Escrow Agreement dated **August X, 2026** relating to the foregoing.

Sir/Madam:

I have acted as counsel to Lessee with respect to the Lease Schedule and its Addenda, the Master Lease-Purchase Agreement and its Addenda, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of **TN** (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Chief Legal Officer / City Attorney

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ESCROW AGREEMENT

(Gross Fund-Earnings to Lessee)

Dated as of: AUGUST X, 2026

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and JPMorgan Chase Bank, N.A. ("Lessor"). As used herein, "Party" shall mean any of Lessee, Lessor or Escrow Agent, and "Parties" shall mean all of Lessee, Lessor and Escrow Agent. The Lessee and Lessor hereby authorize the Escrow Agent to act as escrow agent hereunder. All references to Escrow Agent shall mean Deutsche Bank National Trust Company in its capacity as escrow agent only, and all references to Lessor shall mean JPMorgan Chase Bank, N.A. in its capacity as lessor only.

Escrow Agent: DEUTSCHE BANK NATIONAL TRUST COMPANY

Lessee: CITY OF MEMPHIS GENERAL CITY GOVT

SECTION 1. RECITALS.

1.01 Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property generally described in the attached Schedule A-1 (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with , the terms and conditions of any other agreement, instrument or document between Lessee and Lessor, in connection herewith, if any, including without limitation the Lease, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any such obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. In the event of any conflict between the terms and provisions of this Agreement, those of the Lease, any schedule or exhibit attached to the Agreement, or any other agreement among the Parties, the terms and conditions of this Agreement shall control.

Lease Schedule No. TBD

1.03 **LESSOR'S DEPOSIT**: **$7,100,000.00** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit. The date that the Lessor's Deposit is paid to the Escrow Agent shall be referred to as the "Lessor's Deposit Date". Escrow Agent shall credit the Lessor's Deposit to the Equipment Acquisition Fund established in Section 2 hereof on the Lessor's Deposit Date. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either notify Escrow Agent of such excess amount and then deposit with Escrow Agent funds in such amount which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE: AUGUST X, 2029** ("Funding Expiration Date"). Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06 Subject to the terms and provisions of this Agreement providing for control by Lessee and Lessor, Lessor and Lessee agree to appoint the Escrow Agent and the Escrow Agent accepts such appointment to receive, hold, invest and disburse the moneys deposited with the Escrow Agent as expressly set forth in this Agreement. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor hereunder or under the Lease or of any supplier with respect to any Equipment, nor shall the Escrow Agent be liable for any action or inaction of the Lessor, the Lessee or any supplier (including, without limitation, any

such party's use of the moneys deposited with, or disbursed by, the Escrow Agent), by reason of anything contained in this Agreement. Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all Parties.

1.08 Each of the Parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by its respective officers whose signatures are affixed hereto. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Lessor and Lessee to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

SECTION 2. EQUIPMENT ACQUISITION FUND.

2.01 The Escrow Agent's sole responsibility prior to the Lessor's Deposit Date shall be to establish an escrow account in the name of **CITY OF MEMPHIS GENERAL CITY GOVT** designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"). Escrow Agent shall keep such funds deposited into the escrow account separate and apart from all other funds and money held by it, and shall administer such funds as provided in this Agreement. Escrow Agent's rights and responsibilities under this Agreement, other than establishment of the Equipment Acquisition Fund, shall begin on the Lessor's Deposit Date, which may be on or after the date of this Agreement.

2.02 To the extent received by the Escrow Agent, the Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund on the Lessor's Deposit Date and shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease in accordance with the terms and provisions hereof. The Escrow Agent shall pay to the suppliers of the Equipment the payment amounts then due and payable with respect thereto upon receipt of, and as specified in, a written request executed by an Authorized Representative (as defined in Section 7) of the Lessor, delivered to the Escrow Agent in accordance with Section 9.02, and after the Escrow Agent has satisfied any applicable security procedures as required by Section 7. The written request will specify the supplier/beneficiary, its address or wire instructions and the applicable portion of the Equipment Acquisition Fund to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor.

2.03 If an Authorized Representative of the Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall promptly remit to Lessor the remaining balance of the Equipment Acquisition Fund. After its receipt of a notice of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event under the Lease, the Escrow Agent shall not accept or act upon any instruction from Lessee nor shall it permit any distribution or release of any part of the Equipment Acquisition Fund without written authorization from an Authorized Representative of the Lessor. The Escrow Agent shall not be deemed to have knowledge of any event of default under the Lease or termination of the Lease unless a responsible officer of the Escrow Agent has received written notice of such event from an Authorized Representative of the Lessor as contemplated by this Section 2.03.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by, and indemnities owed to, the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal and interest portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means written notification by an Authorized Representative of the Lessor to the Escrow Agent of the Lessor's receipt of the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the remaining balance in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by, and indemnities owed to, the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the investment earnings on the Equipment Acquisition Fund as set forth in this Section 2.05 .

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

2.07 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder, subject to the provisions of Section 4.

SECTION 3. MONEY IN EQUIPMENT ACQUISITIONS FUND; INVESTMENT.

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in escrow for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof and further shall be subject to Section 12.04.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction executed by an Authorized Representative of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment instruction shall be given that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund account, as and when instructed by an Authorized Representative of Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of $100,000,000.00 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and which money market funds are rated in either of the two highest categories of any rating agency of national recognition at the time of purchase, including, without limitation, any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by an Authorized Representative of the Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income

earnings, as selected by the Lessee on Schedule 1 hereto ("**Schedule 1**") upon the execution of this Agreement. In the event that no election is made by an Authorized Representative of Lessee by the Lessor's Deposit Date, shall remain uninvested.

3.04 If any of the above-described Qualified Investments are **not** legal investments of Lessee or cease to be Qualified Investments, then an Authorized Representative of the Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee or Qualified Investments, as the case may be,, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03. It is the sole responsibility of the Lessee to ascertain that all investments comply with all applicable federal, state, and local laws, statues, and policies. The Escrow Agent shall have no duty or obligation to monitor or inquire as to whether any Qualified Investments are legal investments of Lessee or continue to meet the requirements of a Qualified Investment nor have any liability in connection therewith.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund, as contemplated herein. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss. fees or expenses suffered in connection with any investments of moneys made by it in accordance with this Section. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Qualified Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Qualified Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of a Qualified Investment. The Escrow Agent shall not act, or deemed to act, as an investment manager or adviser to the Lessee or Lessor.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein. It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the terms of this Agreement.

SECTION 4. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine and to have been signed by an Authorized Representative of the applicable Party or Parties; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any such loss to either Party. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein. Nothing herein shall be construed to impose an obligation on the part of the Escrow Agent to calculate, evaluate, verify or independently determine the accuracy of any amount received or disbursed by it or any certificate, notice or other information received by it.

The Escrow Agent shall be fully justified in failing or refusing to take any action under this Agreement if such action would, in the reasonable opinion of the Escrow Agent, be contrary to applicable law or this Agreement or is not provided for in this Agreement. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Escrow Agent shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an Authorized Representative of the Lessor and the Lessee, as to such fact or matter, and such certificate shall constitute full protection to the Escrow Agent for any action taken or omitted to be taken by it in good faith in reliance thereon.

4.02 Lessee, to the extent permitted by law, and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its

execution and performance of this Agreement, except to the extent and that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the Losses, costs and expenses of the foregoing under Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said Losses, expenses, costs, fees and charges shall be fully paid.

4.04 Except as otherwise provided in accordance with Section 2.03 above, if Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. Unless the Escrow Agent has received a notice of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease in accordance with Section 2.03 above, if Escrow Agent receives conflicting instructions from the Parties, the Escrow Agent shall be entitled and fully protected in (a) suspending all or any part of its activities under this Agreement until it shall be given a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or by a final court order or (b) file an action in interpleader. Lessor and Lessee agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same.

4.05 Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

4.06 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion or advice of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to risk, use or advance its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties or the exercise of any of its rights or powers hereunder. In no event shall the Escrow Agent be liable (i) for acting in accordance with, or conclusively relying upon, any certificate, notice, or other document from the Lessor or the Lessee, as applicable, or (ii) for an amount in excess of the value of any cash held by it hereunder.

SECTION 5. CHANGE OF ESCROW AGENT.

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least $10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to the Lessee and Lessor. The Lessee and Lessor may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent. Upon such notice, a successor escrow agent shall be appointed by the Lessor and Lessee, who shall provide written notice of such to the resigning Escrow Agent. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If the Lessor and Lessee are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may, in its sole discretion, deliver the Equipment Acquisition Fund to the Lessor at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including its attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by the Lessee and Lessor. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the funds then held in the Equipment Acquisition Fund hereunder (the “Escrow Property”) to the successor Escrow Agent, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent to be paid from any interest earned in respect of the Escrow Property, or hold any interest earned in respect of the Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and

expenses or other obligations are paid. Upon its resignation and delivery of the Escrow Property as set forth in this Section, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business to any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

SECTION 6. ADMINISTRATIVE PROVISIONS.

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, upon reasonable notice, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State where Lessee is located; with the exception of the services of the Escrow Agent, which shall be construed and governed in accordance with the laws of the State of New York.. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State where the Lessee is located.

6.03 The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent; provided, however, neither this Agreement nor any right or interest hereunder may be assigned by the Lessor or the Lessee without the prior consent of Escrow Agent and the other Party; unless the assignment is to JPMorgan Chase & Co., then consent will not be required.

6.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement. Except as expressly provided in Section 4 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Equipment Acquisition Fund or this Agreement.

6.06 All signatures of the Parties to this Agreement may be transmitted by a Portable Document Format ("PDF"), and PDF will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

SECTION 7. SECURITY PROCEDURES.

In the event funds transfer instructions are given (whether in writing or by PDF), executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth in Schedule 2 (each an "Authorized Representative"), and delivered to the Escrow Agent in accordance with Section 9.02, the undersigned is authorized to certify that the signatories on Schedule 2 are specimen signatures of each of their respective Authorized Representatives. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Lessor and Lessee acknowledge that these security procedures are commercially reasonable. The Lessor and the Lessee acknowledge that the Escrow Agent may also conduct any additional security procedures as may be required in accordance with the Escrow Agent's internal practices and procedures in effect from time to time.

SECTION 8. ESCROW AGENT FEES.

$1,500 ("Administration Fee"). As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Administration Fee. If the Administration Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Administration Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Administration Fee at any time. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transactions, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

SECTION 9. NOTICES.

9.01 Notwithstanding anything to the contrary as set forth in Section 9.02, any notices and demands under or related to this document shall be in writing and delivered to the intended Party at its address stated herein. Subject to Section 9.02, notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid, and (e) upon receipt if delivered by facsimile, telecopy, electronic mail (with an attachment in PDF or similar format) and electronic confirmation of error free receipt is received. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations and banks in the City of New York are authorized to be closed. Any Party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

9.02 Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 2 of this Agreement, shall be given to the Escrow Agent in writing, be executed by an Authorized Representative and sent as a PDF attached to an email only. No instruction for or related to the transfer or distribution of the Equipment Acquisition Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Delivery Day as a PDF attached to an email only at the email address set forth in this Section 9.02 and as evidenced by a confirmed transmittal to the Party's or Parties email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. The Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Equipment Acquisition Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of the Escrow Agent. The Lessor and Lessee acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties hereby expressly assume such risks.

Notices shall be addressed as follows:

(i) **If to the Lessee:**
CITY OF MEMPHIS GENERAL CITY GOVT
125 NORTH MAIN STREET
SUITE 368
MEMPHIS, TN 38103:
(Primary) Attn: Art G. Davis II
Telephone: 901-636-6316
Email: Arthur.Davis@memphistn.gov

(Copy) Attn: Andre D. Walker
Telephone: 901-636-6324
Email: Andre.Walker@memphistn.gov

(ii) **If to the Lessor:**
JPMORGAN CHASE BANK, N.A.
1111 POLARIS PARKWAY, SUITE 1A
MAIL CODE OH1-1085
COLUMBUS, OHIO 43240
Attention: GHHN Operations Manager
Email: cefi.escrow.disbursement.request@jpmchase.com

Docusign Envelope ID: C1E9BD5B-3188-82AC-8084-C0934A7141F8

(iii) **If to the Escrow Agent:**
DEUTSCHE BANK NATIONAL TRUST COMPANY
1 COLUMBUS CIRCLE, 4TH FLOOR
MAIL STOP: NYC01-0417
NEW YORK, NY 10019
Attn: Escrow Team: **TBD**
Facsimile: (732) 578-4593
Email: dbny-mpescrow@list.db.com

SECTION 10. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no Party to this Agreement is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, pandemics, epidemics, or other causes reasonably beyond its control.

SECTION 11. JURY WAIVER.

ALL PARTIES TO THIS AGREEMENT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

SECTION 12. MISCELLANEOUS.

12.01 **Patriot Act Section 326 Customer Identification Program.** In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Escrow Agent is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each of the parties agree to provide to the Escrow Agent, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law.

12.02 **Taxpayer Identification Numbers ("TINs").** The other Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. The other Parties each represent that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms.

12.03 **Tax Reporting.** All interest or other income earned under the Agreement shall be allocated to the Lessee and reported by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Equipment Acquisition Fund by the Lessee whether or not said income has been distributed during such year. The Lessor and Lessee hereby represent to the Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding, in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

12.04 **Court Orders.** In the event that any of the Equipment Acquisition Fund shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

SECTION 13. USE OF ELECTRONIC RECORDS AND SIGNATURES BY ESCROW AGENT.

(a) Notwithstanding any other provision of this Agreement, in such format and delivered in such manner as Lessor may specify, this Agreement, and any notice, consent, amendment, communication, or other document or information provided for herein or related to the Escrow Agreement (collectively, "Documents"), including without limitation any Document required to be written or in writing, may be in the form of an electronic record ("Electronic Record"). Electronic Records and "Electronic Signatures" (as that term is defined under the New York Electronic Signatures and Records Act, N.Y. Laws STT - State Technology Article 3, and, to the extent applicable, the federal ESIGN Act, 15 U.S.C. § 7001 et seq.) may be used by Escrow Agent in place of written documents and handwritten signatures. Any Document may be

executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are Electronic Records and executed by Escrow Agent using Electronic Signatures. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same Document.

(b) Notwithstanding any other provision of the Escrow Agreement, Electronic Records may be sent electronically by Lessor to Escrow Agent by sending the Electronic Record to Escrow Agent's Authorized Email Address as an attachment to an email. In the absence of actual notice of non-delivery received by the sender, and except as otherwise expressly required by applicable law, an Electronic Record sent electronically pursuant to the Escrow Agreement shall be deemed given when the Electronic Record is sent and shall constitute notice of the Electronic Record. As used in this subparagraph, "Authorized Email Address" means any email address Escrow Agent provides to Lessor as Escrow Agent' email address or the email address of Escrow Agent's authorized representative, including as provided in any authorization or certification provided by Escrow Agent to Lessor.

(c) Lessor and Lessee will accept Electronic Signatures from Escrow Agent generated only through the electronic signature platform of DocuSign, Inc. ("DocuSign"). Any Document consisting of an Electronic Record bearing Electronic Signatures executed through DocuSign (an "Electronically Signed Document") must, when viewed in a PDF viewer, produce a signature panel evidencing the document has not been modified since the signature was applied ("Signature Panel") and must include a certificate of completion providing details about each signer on the document, which may include the signer's IP address, email address, signature image and timestamp ("Certificate of Completion"). In choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features of DocuSign, Escrow Agent accepts the risks associated with not using such security measures. Escrow Agent shall be liable for any loss or costs suffered by Lessor or Lessee as a result of not using such security measures. Any Electronically Signed Document that (i) contains the Certificate of Completion and (ii) shows that the email address of the signer contained in the Certificate of Completion is an Authorized Email Address previously provided to Lessor by Escrow Agent (or Lessor has otherwise received a verification email from such Authorized Email Address) for an Authorized Signer (defined below), is prima-facie evidence of it having been executed by the person whose electronic signature appears thereon, regardless of the appearance or form of such electronic signature. Escrow Agent agrees that an Electronically Signed Document shall be deemed to have the same effect as an original Document manually signed by an Authorized Signer.

(d) Lessor and Lessee will accept delivery from Escrow Agent of Electronically Signed Documents (i) which conform to the parties' negotiated and agreed terms and the requirements herein, and (ii) which were created and sent by Escrow Agent acting on Lessor's behalf as its designated custodian solely for purposes of Section 9-105 of the Uniform Commercial Code ("Designated Custodian") until receipt of delivery by Lessor of the Document. Lessor, Lessee and Escrow Agent agree that the copy of an Electronically Signed Document received by Lessor from Escrow Agent is the authoritative electronic copy of such Electronic Record (each an "Authoritative Copy"). Notwithstanding anything to the contrary herein, Lessor shall have the right to reject for any reason any Electronically Signed Document received from Escrow Agent, including by way of example and not limitation, any failure of such Document to conform as provided herein, and may require Escrow Agent to execute and deliver such Document on paper. Upon receipt and acceptance of the executed Authoritative Copy by Lessor, Escrow Agent shall decommission, permanently mark as a copy that it is not the Authoritative Copy, or otherwise render inactive or inaccessible all copies of the Documents held by Escrow Agent as Designated Custodian and certify the same as part of the transmittal to Lessor.

(e) At the Lessor's option, an Authoritative Copy of the Document may be converted to paper and marked as the original by the Lessor (each a "Paper Original"). In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that:

a. the electronic signing of the Document also constitutes issuance and delivery of the Paper Original,
b. the Electronic Signature(s) associated with the Document, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and
c. the Escrow Agent's obligations will be evidenced by the Paper Original after such conversion.

(f) Escrow Agent will separately provide Lessor with documentation (i) showing or certifying the authority of its authorized signers ("Authorized Signers") to sign documents on behalf of Escrow Agent and (ii) containing the correct name, Authorized Email Address, and telephone numbers for each Authorized Signer ("Authority Documents"). Escrow Agent represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Escrow Agent will promptly notify Lessor if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. Lessor is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. The Lessor has no obligation to verify whether the Electronic Signature for any Authorized Signer in an Electronically Signed Document matches the

specimen signature held by the Lessor, the name, or other information or characteristic of the Authorized Signer, or otherwise verify in any way that the Electronically Signed Document was actually executed by that Authorized Signer.

(g) Escrow Agent represents and warrants on a continuous basis that (i) Electronically Signed Documents shall be deemed to have the same effect as an original document manually signed by an Authorized Signer; and (ii) each Electronically Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law and, to the extent relevant, the Escrow Agent's organizational documents; (iii) each Electronically Signed Document constitutes a valid, legal, enforceable and binding obligation of the Escrow Agent; and (iv) each Electronically Signed Document consisting the Document was created and delivered by Escrow Agent to Lessor in Escrow Agent's capacity as Designated Custodian. The Escrow Agent acknowledges that the Lessor and Lessee has relied on the foregoing representations and warranties when accepting Electronically Signed Documents. The Escrow Agent confirms that each Electronically Signed Document constitutes an Electronic Record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form. The Escrow Agent represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

(h) Lessor assumes no responsibility or liability arising from the transmission, treatment or storage of any data by any e-signature platform, including, without limitation, any personal data. In consideration of the Lessor and Lessee accepting Electronically Signed Documents, the Escrow Agent indemnifies and holds the Lessor and Lessee, and their agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Lessor's or Lessee's reliance on this Agreement or on an Electronically Signed Document executed on behalf of the Escrow Agent.

(The next page is the signature page)

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ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Name: Paul A. Young

Title: Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Name: _____

Title: Authorized Officer

DEUTSCHE BANK NATIONAL TRUST COMPANY
(Escrow Agent)

By: _____

Title: _____

DEUTSCHE BANK NATIONAL TRUST COMPANY
(Escrow Agent)
By: _____

Title: _____

***Attachments*:** **Schedule 1 (Investment Authorization)**

Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

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Schedule 1

Investment Authorization

Lessee: **CITY OF MEMPHIS GENERAL CITY GOVT**

Lease No.: **TBD**

Investment: **SELECT QUALIFIED INVESTMENT BELOW**

[ ] During the term of this Agreement, the Equipment Acquisition Fund shall remain in a Non-Interest Bearing Account.

[ ] A money market mutual fund, including without limitation a JPMorgan Money Market Mutual Fund (collectively, "MMMF"), as selected by Lessee below.

Check One (if the money market mutual fund option is selected above):

___ JPMorgan 100% U.S. Treasury Securities Money Market Fund (675)
___ JPMorgan U.S. Government Money Market Fund Morgan Shares (3916)
___ JPMorgan U.S. Treasury Plus Money Market Fund Morgan Shares (3919)
___ JPMorgan Federal Money Market Fund Morgan Shares (353)
___ JPMorgan 100% U.S. Treasury Money Market Fund Morgan Shares (677)
___ JPMorgan Tax Free Money Market Fund Morgan Shares (2)
___ Federated U.S. Treasury Cash Reserves Money Market Fund Institutional Service Shares (632)
___ Federated Government Obligations Tax-Managed Money Market Fund Institutional Service Shares (637)
___ Federated Treasury Obligations Money Market Fund Institutional Service Shares (398)
___ Federated Government Obligations Money Market Fund Institutional Service Shares (395)

Notes related to MMMFs:

1) An investment in any of the above investment options is subject to the availability of such money market mutual fund. If the selected investment is not available at the present time you will be contacted by a Deutsche Bank National Trust Company representative.

2) Lessee confirms that each investment instrument above has a rating not lower than the highest rating category from both Standard & Poor's and Moody's.

3) Lessee acknowledges that the Escrow Agent may receive fees from the invested funds for services rendered separate from the fees for services rendered by Escrow Agent as further provided within this Agreement. MMMFs have rates of compensation that may vary from time to time based upon market conditions. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with Section 3 of the Agreement.

4) The Lessee, hereby acknowledges and confirms that it makes its own investment decisions and has not been offered any advice or recommendation on investing in any MMMF and if selected above, is based upon Lessee's independent review of prospectuses previously delivered to Lessee. The Lessee recognizes and agrees that the Escrow Agent has not and will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Equipment Acquisition Fund account or the purchase, sale, retention or other disposition of any Qualified Investment.

5) Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any MMMF furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Lessee and Lessor. Escrow Agent has no responsibility whatsoever to determine the market or other value of any MMMF or other non-cash Qualified Investments and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an MMMF or such Qualified Investments.

6) SHAREHOLDER SERVICES FEES: Lessee acknowledges that the MMMF is authorized to make payments from its management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that provide shareholder support services to the MMMF and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each MMMF with respect to which they provide or have provided shareholder support services. Lessee further acknowledges that the Escrow Agent is a Service Organization and may be paid, and hereby consents to such payment, by the MMMF up to the Maximum Rate annually of the average daily balance of the Equipment Acquisition Fund invested in the MMMF for shareholder support services rendered to the MMMF by the Escrow Agent, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for wires, and providing such other information and services as the MMMF's distributor or Lessee reasonably may request. Lessee further acknowledges that the MMMF may purchase securities from or through the Escrow Agent or its affiliates, may engage in repurchase transactions with the Escrow Agent or its affiliates, may place funds on deposit in accounts with the Escrow Agent or its affiliates and receive interest income thereon and may obtain other services from the Escrow Agent or its affiliates for which the Escrow Agent or its affiliates may be paid a fee.

This investment authorization and direction will remain in effect until and unless expressly revoked or superseded in writing and shall specify the type and identity of the investments to be purchased and/or sold.

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SCHEDULE 2

Telephone Number(s) and Signature(s) for Person(s) Designated to Give Funds Transfer Instructions

If from Lessee:

	Name	Telephone Number	Signature
1.	Darius Jones	901-636-6877	
2.	Philip Davis	901-636-6872	
3.	Art G. Davis II	901-636-6316	

Email(s) and Signature(s) for Person(s) Designated to Receive Escrow Statements/Notices

	Name	Email	Signature
1.	Darius Jones	darius.jones@memphistn.gov	
2.	Kametris Wyatt	kametris.wyatt@memphistn.gov	
3.	Carol Ward	carol.ward@memphistn.gov	

If from Lessor:

	Name	Telephone Number	Signature
1.	Karen L Williams	312-385-7005	(Standing Signature on File)
2.	Kris Hewitt	614-213-8581	(Standing Signature on File)
3.	Meron Gola	614-217-4670	(Standing Signature on File)
4.	Lourdes Roman	312-732-6444	(Standing Signature on File)
5.	Kerry Stygler	614-213-4400	(Standing Signature on File)
6.	Rita Lyle	312-954-3763	(Standing Signature on File)
7.	Edgar Lopez	312-954-0046	(Standing Signature on File)

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of the Party.

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price: **$7,100,000.00**

Net Amount Financed: **$7,100,000.00**

Equipment Location: **Various Locations throughout the City**

Equipment Description: **Equipment consisting of ¾ Ton Pickup (15), 32yd Packer (14), 48' Walking Floor Trailer (4) and Industrial Wheel Loader (3) financed by Secured Party pursuant to a Master Lease Purchase Agreement dated November 07, 2013.**

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **TBD or** a Receipt Certificate/Payment Request relating to the Lease Schedule.

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ESCROW FUNDING SCHEDULE ADDENDUM AND ARBITRAGE CERTIFICATE

Dated as of: **AUGUST X, 2026**

Lease Schedule No.: **TBD**

Lessee: **CITY OF MEMPHIS GENERAL CITY GOVT**

Escrow Agent: **DEUTSCHE BANK NATIONAL TRUST COMPANY**

Escrow Agreement dated as of: **AUGUST X, 2026**

Amount To Be Deposited Into Escrow: **$7,100,000.00 ("Lessor's Deposit")**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE**. The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State

identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **thirty-six (36) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to ***one*** of the following statements of this clause (i) as is initialed by Lessee below [if Lessee fails to initial its selection, then, as stated in clause (j) below, Lessee will rebate to the United States of America any and all arbitrage profit required thereby]:

_____ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 36 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;
No less than 60% within 12 months of the date of the Escrow Agreement; and
No less than 100% within 36 months of the date of the Escrow Agreement.

_____ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

_____ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed $5,000,000.00.

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(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

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Escrow Funding Schedule Addendum and Arbitrage Certificate
Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT	**JPMORGAN CHASE BANK, N.A.**
(Lessee)	(Lessor)
By: _____	By: _____
Title: Mayor	Title: Authorized Officer

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J.P.Morgan

5

LEASE-PURCHASE (NON-TITLED AND TITLED ASSETS) INSURANCE REQUEST LETTER
PUBLIC SECTOR

June 4, 2026

AGENT
ADDRESS
CITY/ST/ZIP
PHONE#:
EMAIL:

Dear Agent:

JPMORGAN CHASE BANK, N.A. (the "Bank") requires proof of acceptable insurance coverage before the transaction can close. The requirements identified below must be provided to us on a Certificate of Insurance and stay in full effect throughout the term of the transaction.

1. The certificate of insurance must be issued directly to JPMORGAN CHASE BANK, N.A. and shall be issued by a company having an A.M. Best Rating of at least A- with a Financial Size Category of at least VIII.
2. The certificate of insurance must be executed.
3. Policies must include written Notice of Cancellation of no less than 30 days for cancellation for any reason other than non-payment, which should be no less than 10 days, to the Certificate Holder/Additional Insured pursuant to the terms of the policy. Such notice must be directed by certified mail to: JPMORGAN CHASE BANK, N.A., 1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240, Attn: Insurance Dept.
4. PROPERTY COVERAGE
   a. Replacement cost coverage for the non-titled equipment identified on the attached Schedule A-1, and Full Coverage Physical Damage for titled vehicles identified on the attached Schedule A-1, which is estimated to be **$7,100,000.00**
   b. "JPMORGAN CHASE BANK, N.A., its parent and affiliates, successors or assigns" shall be named as Lender's Loss Payee.
5. LIABILITY
   a. General liability coverage must be provided in the amount of **$5,000,000.00**.
   b. "JPMORGAN CHASE BANK, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.

Please immediately send proof of the above insurance requirements **VIA EMAIL TO: kathryn.lomastro@jpmorgan.com.**

Sincerely,

CITY OF MEMPHIS GENERAL CITY GOVT

By: _____

Title: _____

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EXHIBIT B
APPROVAL LETTER

Docusign Envelope ID: C1E9BD5B-3188-82AC-8084-C0934A7141F8

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

June 16, 2026

Honorable Mr. Paul Young, Mayor
and Honorable Councilmembers
City of Memphis
125 N. Main Street
Memphis, TN 38103

Dear Mayor Young and Councilmembers:

Thank you for your request. We acknowledge receipt on June 16, 2026, of a request from the City of Memphis (the "City") for approval of a 5-year lease financing in an amount not to exceed $7,100,000 to be known as the "Solid Waste Equipment Lease Financing, Series 2026" (the "Lease Financing").

Included with the request was a Plan of Lease Financing for the proposed purchase of equipment for the City's Solid Waste Division. Please send a copy of the executed Lease Financing Agreement to us along with the completed Debt Report within forty-five (45) days of the issuance of the debt herein approved.

Approval

This letter constitutes approval for the City to enter into the Lease Financing pursuant to Title 9, Chapter 24, Part 1 of Tennessee Code Annotated. Our approval is conditioned upon the City's compliance with all relevant provisions of Tennessee law.

The City is responsible for ensuring compliance with Title 9, Chapter 24, Part 1 of the Tennessee Code Annotated, its debt management policy, and timely payments under the Lease Financing Agreement.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The City should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the debt has not been transacted within that time, a new request must be submitted to this office for approval. Please notify us if the City decides not to enter into the Lease Financing.

CORDELL HULL BUILDING | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

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June 16, 2026
City of Memphis

Terms and Life

The maximum maturity for the Lease Financing, as authorized by the governing body, is five fiscal years. The terms of the Lease Financing appear to be reasonable compared to comparable debt being issued in current markets. Based upon our review, the repayment terms are in the public's interest, and the Plan of Lease Financing appears to meet the requirements of Tenn. Code Ann. § 9-24-104.

After Issuance

Our website contains specific compliance requirements your local government will be responsible for once the Finance Purchase is entered into: http://tncot.cc/debt. The listing is not all-inclusive.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Nate Fontenot, at 615.747.5238 or Nate.Fontenot@cot.tn.gov.

Sincerely,

Sheila A. Reed

Sheila Reed, Director
Division of Local Government Finance

cc:
Mr. Walter Person, Chief Financial Officer, City of Memphis
Mr. Andre Walker, Deputy Chief Financial Officer, City of Memphis
SR: nf

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Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

   A RESOLUTION TO AMEND THE FISCAL YEAR 2027 CIP BUDGET BY ALLOCATING AND APPROPRIATING SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS ($7,100,000) FOR THE PURCHASE OF VARIOUS VEHICLES AND EQUIPMENT THROUGH INCURRENCE OF INDEBTEDNESS VIA THE EXECUTION OF A MASTER EQUIPMENT LEASE.

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

   City of Memphis' Solid Waste Management

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

   None

4. **State whether this will impact specific council districts or super districts.**

   ALL

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

   N/A

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

   Requires a budget amendment.

7. **If same night minutes are requested, state the reason for the urgency.**

   N/A

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P001

A RESOLUTION TO AMEND THE FISCAL YEAR 2027 CIP BUDGET BY ALLOCATING AND APPROPRIATING SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS ($7,100,000) FOR THE PURCHASE OF VARIOUS VEHICLES AND EQUIPMENT THROUGH INCURRENCE OF INDEBTEDNESS VIA THE EXECUTION OF A MASTER EQUIPMENT LEASE.

WHEREAS, it is necessary and in the public interest that the City of Memphis Solid Waste Division incur indebtedness through the execution of a master equipment lease for the purpose of financing Solid Waste projects as hereinafter more fully described;

WHEREAS, the Solid Waste Division is committed to the improvement of quality of life for all citizens of the City of Memphis; and

WHEREAS it is necessary for the financing to procure various vehicles for the Solid Waste Division, including but not limited to, ¾ Ton Pickups, 32yd Packers, 48' Walking Floor Trailers, and Industrial Wheel loaders to pay costs incident thereto and costs in connection with the incurrence of the indebtedness, in the amount not to exceed Seven Million One Hundred Thousand Dollars ($7,100,00) through the execution of master equipment leases.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2027 CIP Budget be and is hereby amended by allocating and appropriating Seven Million One Hundred Thousand Dollars ($7,100,000) in Solid Waste funds for the purchase of various vehicles and equipment for the Solid Waste Division.

Project Title	2027 Vehicle & Equipment Purchase
Project Number	WM_TBD
Total Amount	$7,100,000