

This instrument prepared by:
Lisa Belle Hatfield
Attorney
City of Knoxville
400 Main Street
Knoxville, Tennessee 37902

Contract No. C-25-0182
City of Knoxville Block No. 08201
Property Assessor's Parcel
Identification No. 094EG044
100 Gay Street, Knoxville

EASEMENT AGREEMENT

This Easement Agreement is entered into on the _____ day of _____ 2025, by and between the City of Knoxville, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Street, P.O. Box 1631, Knoxville, Tennessee 37901, (hereinafter, "the City") and Boghani Properties LLC, 708 Melford Lane, Knoxville, Tennessee 37934 (hereinafter, "Property Owner," which expression shall include successors and assigns).

WITNESSETH:

WHEREAS, the Property Owner owns a parcel of real property at the corner of Gay Street and Jackson Avenue, 100 Gay Street, in Knoxville, Tennessee, which is improved with an historic three-story brick building known as the Emporium Building, constructed in 1898, which faces westward on Gay Street in Downtown Knoxville. This property is further identified as Parcel Number 094EG044 (hereinafter, "Property") and

WHEREAS, the Property Owner acquired the Property by Warranty Deed from David Dewhirst, which was recorded with the Knox County Register of Deeds on December 14, 2022, and identified as Instrument Number 202212140034878; and

WHEREAS, the Property Owner is undertaking the renovation of a portion of the Emporium Building and the Property; and

WHEREAS, the renovation will include an immersive digital art gallery and small performance venue, a significant portion of which will be located within the City-owned right-of-way beneath the Jackson Avenue ramp, activating an underutilized area below existing infrastructure; and

WHEREAS, the City and the Owner affirm their expectation that the renovation project will transform a previously unoccupied space into a vibrant, pedestrian-friendly area; and

WHEREAS, the Property Owner has requested that the City permit the proposed, and certain existing, encroachments, as described below, by grant of an easement; and

WHEREAS, Knoxville City Council has approved the terms of this Agreement by Resolution No. R-_____ on _____, 2025.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Property Owner agree as follows:

1. Permanent Easement for Existing Features of Emporium Building

The City grants to Property Owner a permanent easement for the existing features of the Emporium Building at 100 Gay Street, Knoxville, Tennessee, which are shown in the attached color photographs in Exhibit A and depicted more specifically in the Exhibit B drawings, prepared by McCarty Holsaple McCarty. The features generally include the existing cantilevered equipment platform over the alley, along with all existing features located on the building facade that extend into the public rights-of-way. These features include both decorative and functional facade elements

All exhibits will be filed with this Easement Agreement in the City Recorder's Office in their original color format after this document is recorded with the Knox County Register of Deeds, and will also be published to the City Block File for this location.

2. Easement for Proposed Features of Emporium Building

The City grants to Property Owner a 45-year easement for the proposed features of the Emporium Building at 100 Gay Street, Knoxville, Tennessee shown and depicted on the attached Exhibit B, drawings prepared by McCarty Holsaple McCarty.

These features generally include a new accessible entry space, patio space, and storage space under the West Jackson Avenue viaduct; a new cantilevered equipment platform above the public alley to match the existing platform elevation.

3. Maintenance.

Owner shall maintain the Building in such a manner that the features within the encroachment are kept in a good, safe and sanitary condition at the sole cost, risk and responsibility of Owner. Owner shall ensure that the area beneath the right-of-way is kept in a clean and sanitary condition. Should the Building become a hazard to the public use of the right-of-way, or a risk to pedestrians, this Easement Agreement may be terminated upon 90 days' written notice by the City to the responsible property owner shown on the property tax records at that time.

4. Indemnity.

Property Owner assumes all responsibility for the encroaching features of the Emporium Building described herein and depicted on Exhibit A and the drawing labelled Exhibit B.

Property Owner shall defend, indemnify, and hold harmless the City, its agents, employees, successors and assigns, from any and all claims, liabilities, actions, demands, personal injuries, death, or property damage resulting from or arising out of the use or presence of the easements granted herein, including all costs, counsel fees, expenses and liabilities incurred in connection with any such claim(s). If any such action or proceeding is brought against the City by reason of any such claim, Property Owner agrees upon notice from the City to resist or defend such action or proceeding at the Property Owner's sole expense. Property Owner further agrees to pay any and all costs incurred by the City to enforce this indemnity and defense provision.

5. City Right-of-Way.

Whatever rights and obligations were acquired by the City with respect to the adjacent rights-of-way shall remain and continue in full force and effect. The City rights-of-way shall in no way be affected by the City's grant of the permissions herein. Owner acknowledges that installation or improvements to the City right-of-way were not intended to provide any benefit to the Building or Property. Owner further acknowledges the City has no responsibility to maintain the rights-of-way in a manner or condition acceptable to Owner or conducive to Owner's use of the easement areas herein.

6. Damages to Property.

The City shall not be responsible or liable for any property damages to the area of the easements herein, any improvements within the easements or any persons permitted to occupy any part of the easement areas, whether for installation, repair, maintenance or for any other purpose.

7. Damages to Right-of-Way.

The Owner will be responsible for damages that may be sustained to the rights-of-way arising out of the uses permitted herein, and upon request, must immediately restore the rights-of-way to the specifications of the City.

8. Binding Effect.

The rights granted herein shall be appurtenant to and run with the Property and remain in full force and effect with respect to any subsequent owner or assignee of the Property, subject to the limitations on such rights as are herein set forth.

9. Termination.

The City agrees not to revoke these easements contained herein while the Emporium Building remains on the Property in the form shown in Exhibits A and B. If the Emporium Building is demolished or altered from its description contained in Exhibits A and B, this Easement Agreement shall be terminated in its entirety.

10. Notices. All notices, requests, demands and other communications permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when actually delivered personally, or as of the postmarked date such written notice is deposited in the United States Mail, certified, postage prepaid, return receipt requested and addressed as follows:

To City:
City of Knoxville
Law Director
City of Knoxville
P. O. Box 1631
Knoxville, Tennessee 37901

To Owner:
Boghani Properties LLC
708 Melford Lane, Knoxville, Tennessee 37934
or to taxpayer address of record in the City Property Tax Office

11. Entire Agreement. This Agreement embodies all of the terms and conditions of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral discussions of the subject matter hereof, if any. There are no statements, representations or warranties which have not been included in this Agreement.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

13. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or enforceable if any other provision(s) are invalid or unenforceable in whole or in part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the year and date below.

APPROVED AS TO FORM:

Charles W. Swanson,
Law Director

CITY OF KNOXVILLE

By: _____
Indya Kincannon, Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority, a Notary Public of Knox County, Tennessee, Indya Kincannon, of the City of Knoxville and that she as Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the City of Knoxville by herself as Mayor.

WITNESS my hand and seal, at office, this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

[Signatures Continue on Next Page]

BOGHANI PROPERTIES LLC

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, _____ (notary name) of the state and county mentioned, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath executed the foregoing instrument for the purpose therein contained, by signing his or her name above.

WITNESS my hand and seal, at office, this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

I HEREBY swear or affirm that the actual consideration for this transfer is \$0.

Affiant

SUBSCRIBED to and sworn to before me this ____ day of _____, 2025.

Notary Public

My Commission expires: _____