

- q. A Resolution authorizing the Mayor to execute an Easement Agreement to allow proposed features of the development at 400 State Street to encroach into the public rights-of-way for State Street.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: April 29, 2025
DEPARTMENT: Engineering Department
DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to execute an Easement Agreement to allow proposed features of the development at 400 State St to encroach into the public rights-of-way for State Street.

COUNCIL DISTRICT(S) AFFECTED

6th

BACKGROUND

A new construction apartment building with retail space is being proposed at 400 State St. The site is bound by an adjacent property to the North, State St ROW to the West, Union Ave ROW to the South, and adjacent property to the East.

The project proposes new encroachments along State Street for Hand Rails, Dryer Vents, and Balconies.

ESTIMATED PROJECT SCHEDULE

Once approved, the agreement will be executed.

PRIOR ACTION/REVIEW

None

FISCAL INFORMATION

None

AIS Prepared By: Shane Cutshaw - 215-4626

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT TO ALLOW FEATURES OF THE PROPOSED DEVELOPMENT AT 400 STATE STREET ENCROACH INTO THE PUBLIC RIGHTS-OF-WAY FOR STATE STREET.

RESOLUTION NO: _____

REQUESTED BY: Engineering

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, Marble Alley Development, LLC (the “Owner”) owns property at 400 State Street and wishes to improve said property by constructing a multi-story residential apartment building; and

WHEREAS, the Owner has requested the City of Knoxville permit it to construct encroachments into the rights-of-way of State Street for hand rails, dryer vents, and balconies; and

WHEREAS, the Engineering Department recommends approval of the request of the Owner in accordance with the terms of an Easement Agreement; and

WHEREAS, the City of Knoxville desires to enter into an Easement Agreement with the Owner to allow the proposed encroachments into the public rights-of-way of State Street.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF KNOXVILLE:**

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an Easement Agreement with Marble Alley Development, LLC, in substantially the same form as the one attached hereto, to allow certain features of the proposed development at 400 State Street encroach into the public rights-of-way of State Street.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

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

Contract No. C-25-XXX
City of Knoxville Block No. 05024
Property Assessor's Parcel
Identification No. 095IA020
400 State Street

EASEMENT AGREEMENT

This 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 referred to as the "City") and **Marble Alley Development, LLC**, owner of the real property located at 400 State Street, in Knoxville, Tennessee ("Owner," which expression shall include successors and assigns) whose mailing address is 110 W Summit Hill Drive, Knoxville, TN 37902.

W I T N E S S E T H:

WHEREAS, Owner wishes to improve the real property located at 400 State Street, in Knoxville, Tennessee by constructing a multi-story residential apartment building ("Building.") The Building is located within City Block 05024, of the City of Knoxville, Tennessee, and further identified as CLT # 095IA020 ("Property"); and

WHEREAS, Marble Alley Development, LLC acquired fee title to 400 State Street by Quitclaim Deed dated December 20, 2025, from Knox County, Tennessee, as recorded in the Knox County Register of Deeds Office, as Instrument Number 202212210036146; and

WHEREAS, Owner has requested that the City permit it to construct certain encroachments at the perimeter of Property within the public right-of-way; and

WHEREAS, all private uses within the right-of-way are subject to approval by City Council; and

WHEREAS, Knoxville City Council has approved the terms of this Agreement by Resolution R-_____ on April 29, 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 Owner agree as follows:

1. The City hereby grants and conveys to Owner a permanent easement for construction, operation, inspection, maintenance, repair and replacement of the following Building features, all of which are more particularly shown on the attached Exhibit A:

A. Residential balconies along the public right-of-way for State Street. These balconies may encroach into the right-of-way to a maximum protrusion of three feet, eight inches, with a 15-foot minimum clearance of the lowest balcony from the sidewalk grade; and

B. Dryer vents protruding from the side of the Building to extend no more than four inches into the public right-of-way.

C. Hand Rails installed on the Building to extend no more than four inches into the right-of-way.

2. Record. A fully-executed copy of this easement will be available in the Office of the City Recorder after the Agreement has been recorded at the Knox County Register of Deeds Office.

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 balconies are kept in a clean and sanitary condition. Should the Building become a hazard to the public use of the right-of-way, or the balconies become 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. 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 and encroachments granted herein. Owner shall indemnify the City as to all actions, uses, storage, maintenance, and negligence of apartment tenants, owners, or guests on the balconies. Owner shall indemnify the City as to any object or liquid thrown or dropped from the balconies, whether purposefully or inadvertently. This indemnification provision includes 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, Owner agrees upon notice from the City to resist or defend such action or proceeding at the Owner's sole expense. 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 State Street right-of-way shall remain and continue in full force and effect. The City right-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 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.

7. 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.

8. 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:
Marble Alley Development, LLC
110 W Summit Hill Drive, Knoxville, TN 37902
or to taxpayer address of record in the City Property Tax Office

9. 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.

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

11. 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 executed this Easement Agreement as of the below-written date.

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 following page}

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: _____

MARBLE ALLEY DEVELOPMENT, LLC

By: _____
Signature

Printed Name

Its: _____
Title

Date: _____

STATE OF _____)
COUNTY OF _____)

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, acknowledged himself/herself to be an Authorized Representative of Marble Alley Development, LLC, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself/herself as _____ (title).

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

Notary Public

My Commission Expires: _____

T.O. LOW PARAPET
+983'-4"

LEVEL 06
+966'-4"

LEVEL 05
+955'-4"

LEVEL 04
+944'-4"

LEVEL 03
+933'-4"

LEVEL 02
+922'-4"

LEVEL 01 - APARTMENTS
+908'-0"

BASEMENT GARAGE
+891'-0"

