

- y. A Resolution authorizing the Mayor to execute an Easement Agreement to allow existing and proposed features of The Emporium Building at 100 S. Gay Street to encroach into adjacent public rights-of-way.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: May 27, 2025
DEPARTMENT: Engineering Department
DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to execute an Easement Agreement to allow existing and proposed features of The Emporium Building at 100 S. Gay Street to encroach into adjacent public rights-of-way.

COUNCIL DISTRICT(S) AFFECTED

6th

BACKGROUND

A partial renovation with new features and structures is being proposed at 100 S Gay Street. The site is bound by a private property parcel to the South; and public rights-of-way for West Jackson Avenue to the North, South Gay Street the West, and a public alley to the East.

The project proposes a new accessible entry space, patio space, and storage space under the W Jackson Ave viaduct. It also proposes a new cantilevered equipment platform above the public alley to match the existing platform elevation. The site desires to memorialize the existing cantilevered equipment platform over the alley, along with all existing features located on the building facade that extend into the public ROW. These features include both decorative and functional facade elements.

A previous ordinance, Ordinance No. 1908, on June 2rd, 1950, granted the approval for construction and maintenance of multiple pedestrian bridge overpasses that encroach over the alley.

ESTIMATED PROJECT SCHEDULE

Once approved, the agreement will be executed.

PRIOR ACTION/REVIEW

None

FISCAL INFORMATION

None

AIS Prepared By: Aurin Lee - 215-4088

RESOLUTION NO. _____

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT TO ALLOW EXISTING AND PROPOSED FEATURES OF THE EMPORIUM BUILDING AT 100 S. GAY STREET TO ENCROACH INTO ADJACENT PUBLIC RIGHTS-OF-WAY.

RESOLUTION NO: _____

REQUESTED BY: Engineering

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, Boghani Properties LLC (the “Owner”) owns a parcel of property at the corner of Gay Street and Jackson Avenue (100 Gay Street, Parcel No. 094EG044), which is improved with an historic three-story brick building known as the Emporium Building; and

WHEREAS, the Emporium Building, constructed in 1898, faces westward on Gay Street in Downtown Knoxville; and

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

WHEREAS, the Owner has requested that the City permit the proposed, and certain existing encroachments into the public rights-of way; and

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

WHEREAS, the City desires to enter into an Easement Agreement to allow the Owner to encroach into the public rights-of-way for the purpose of its renovation project.

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 Boghani Properties LLC, in substantially the same form as the one attached hereto, permitting proposed and certain existing encroachments into the public rights-of-way for the purpose of renovating a portion of the building and property located at 100 Gay Street, known as the Emporium Building.

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-25-0182
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: _____



EXISTING CONDITIONS
JACKSON AVE. RAMP



EXISTING CONDITIONS
JACKSON AVE. RAMP



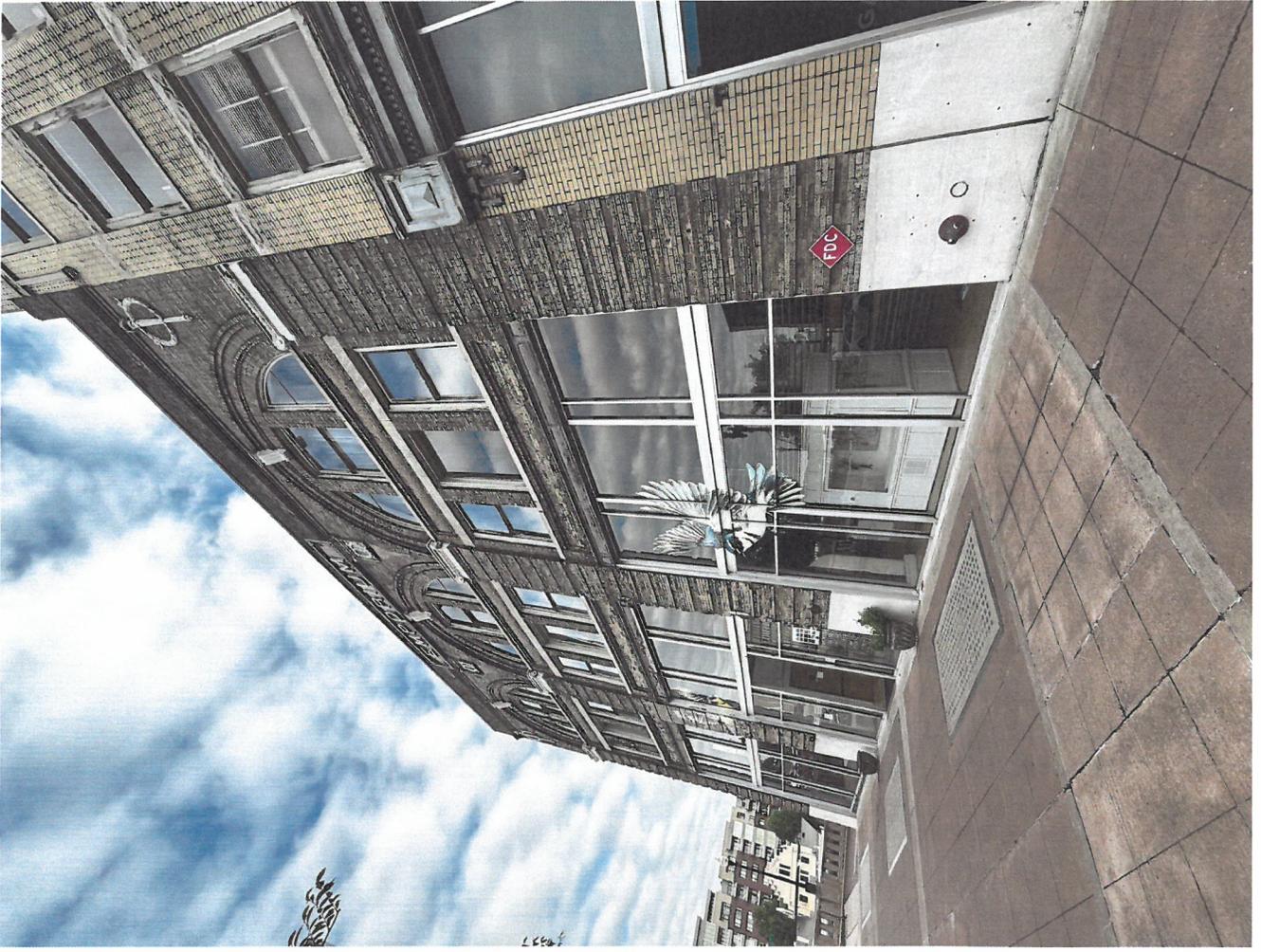
EXISTING CONDITIONS
FIRE STREET ALLEY

EXISTING CONDITIONS
FIRE STREET ALLEY





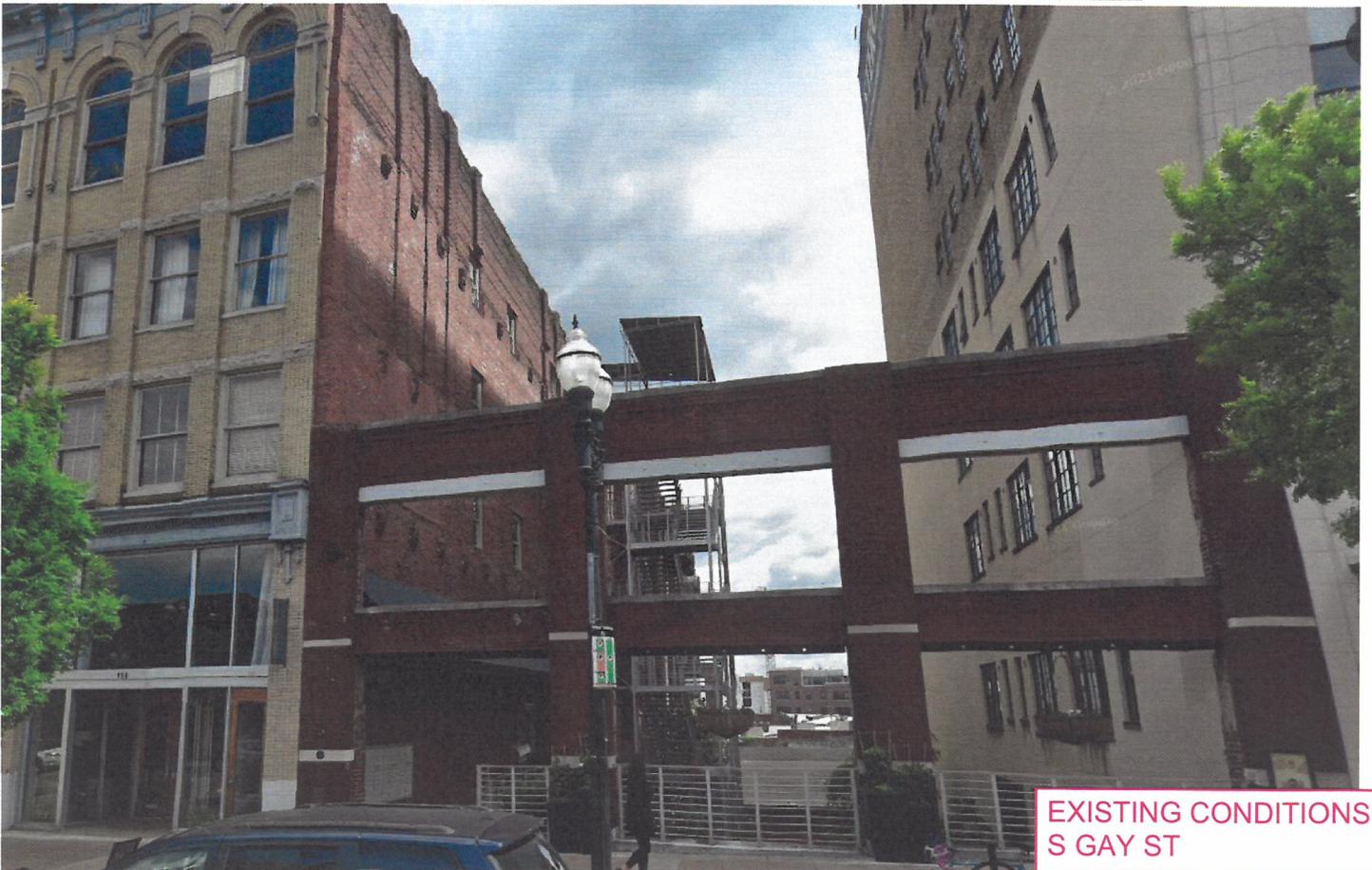
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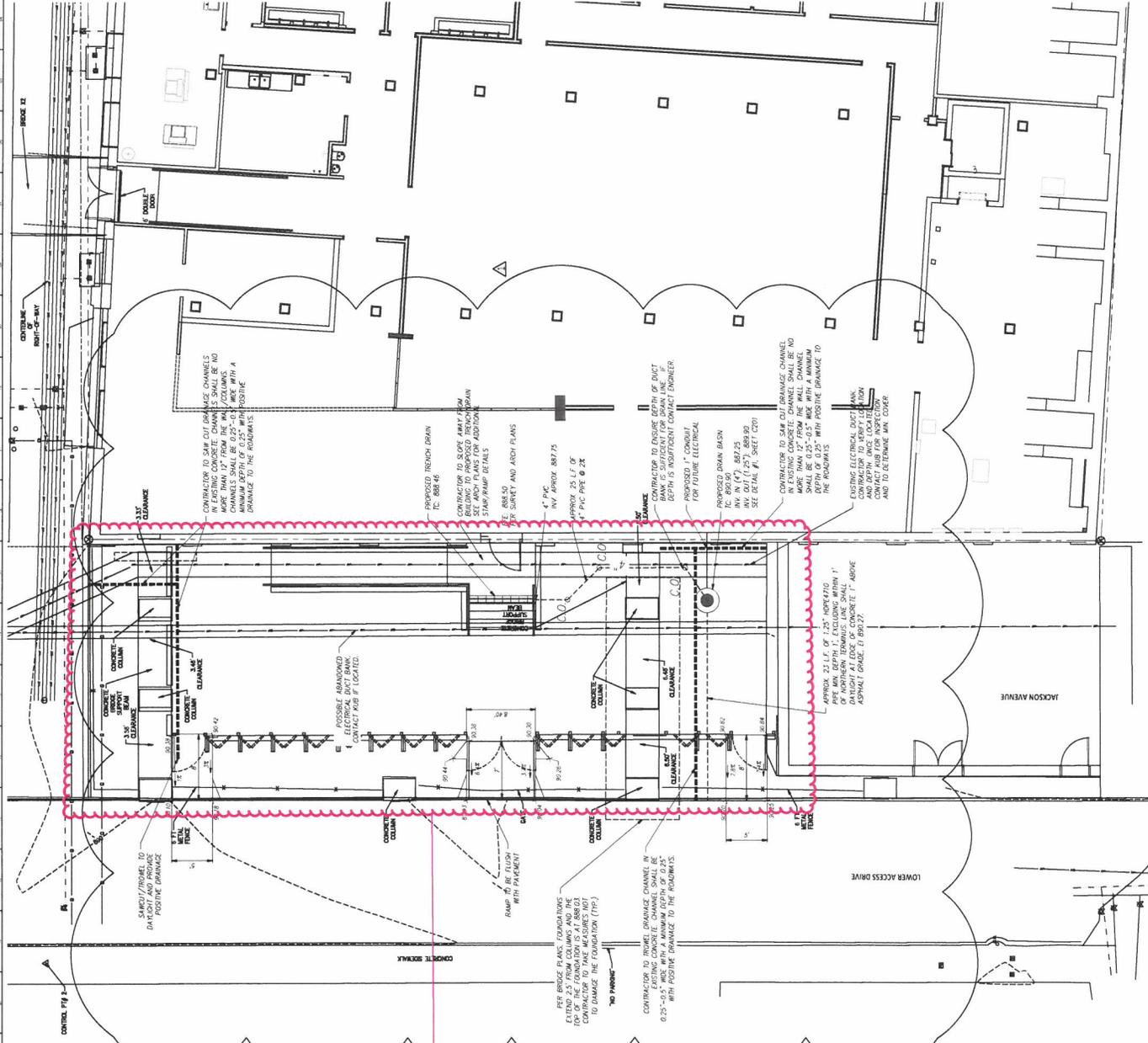


AND EX (2021) (2021) 18
 1" = 10'
 SCALE: 1" = 10'

- #### GENERAL PROPERTY INFORMATION
- OWNER: MCMH ARCHITECTS, INC.
 - PROJECT NO.: 23042
 - PROJECT NAME: EMPORIUM THEATER
 - PROJECT ADDRESS: 100 SOUTH GAV STREET, KNOXVILLE, TN 37902
 - PROJECT CONTACT: MCMH ARCHITECTS, INC., 1000 NORTH MAIN STREET, SUITE 100, KNOXVILLE, TN 37902
 - PROJECT PHONE: 615.524.4000
 - PROJECT FAX: 615.524.4001
 - PROJECT WEBSITE: WWW.MCMH.COM
 - PROJECT DATE: 08/14/2023
 - PROJECT STATUS: ISSUED FOR CONSTRUCTION

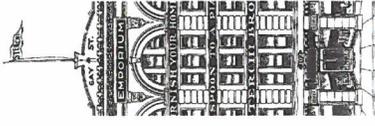
- #### GENERAL SITE NOTES
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 - CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
 - CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 - CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 - CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
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 - CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

- #### STORM PIPE NOTES
- INSTALL STORM SEWER PIPING AND APPURTENANCES TO MEET THE REQUIREMENTS OF THE CITY OF KNOXVILLE.
 - CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 - CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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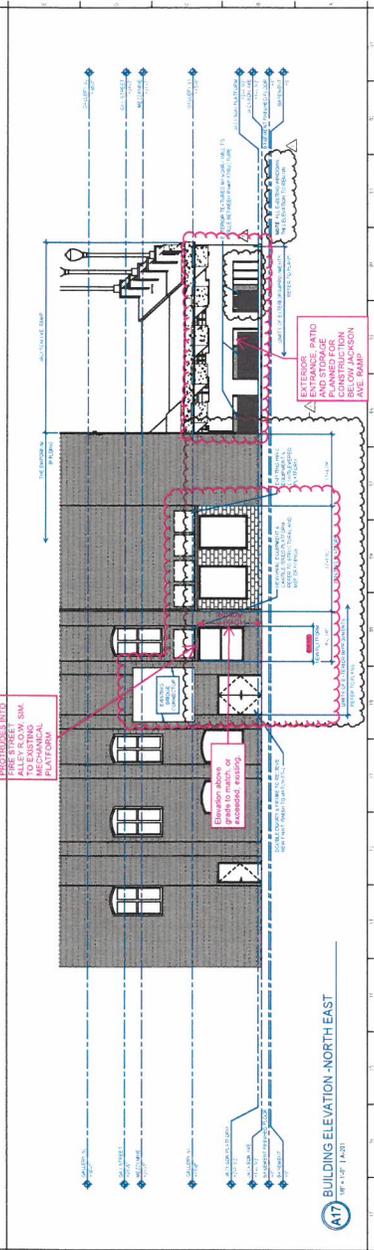
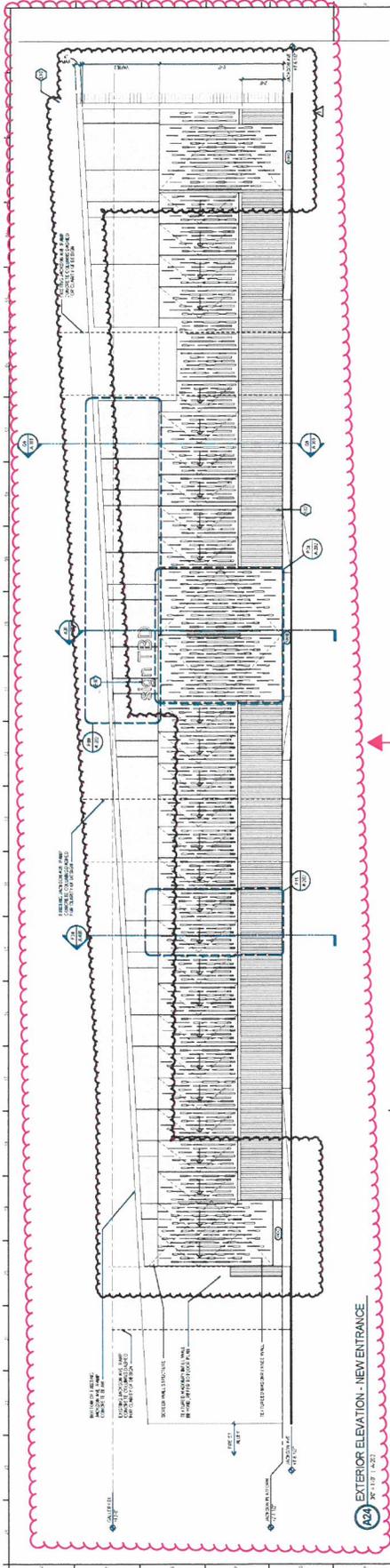


EXTERIOR ENTRANCE PATIO AND STORAGE PLANNED FOR CONSTRUCTION BELOW JACKSON AVE. RAMP





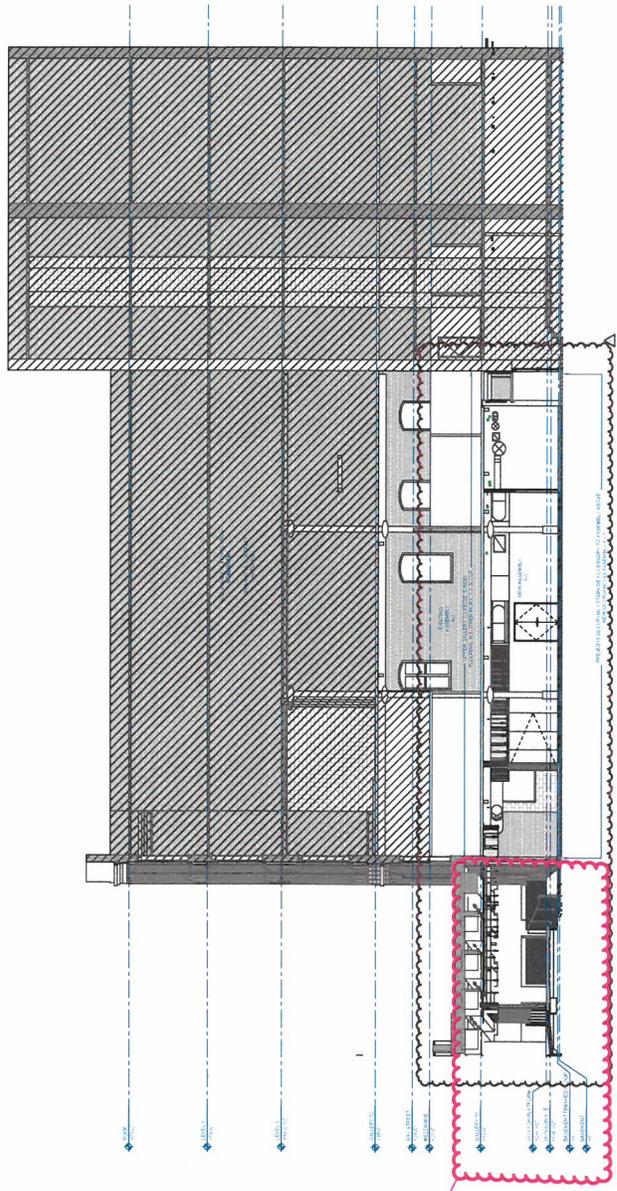
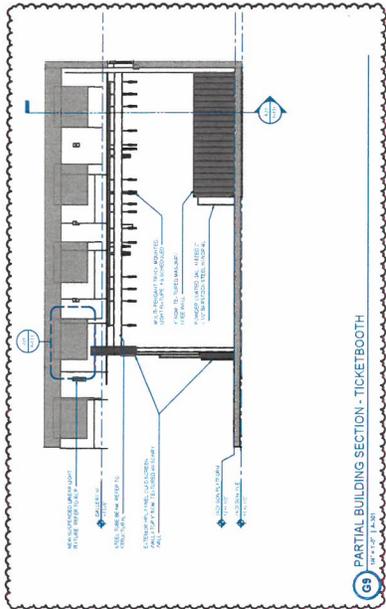
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A-301



EXTERIOR ENTRANCE, PATIO AND STORAGE PLANNED FOR CONSTRUCTION BELOW JACKSON AVE. RAMP



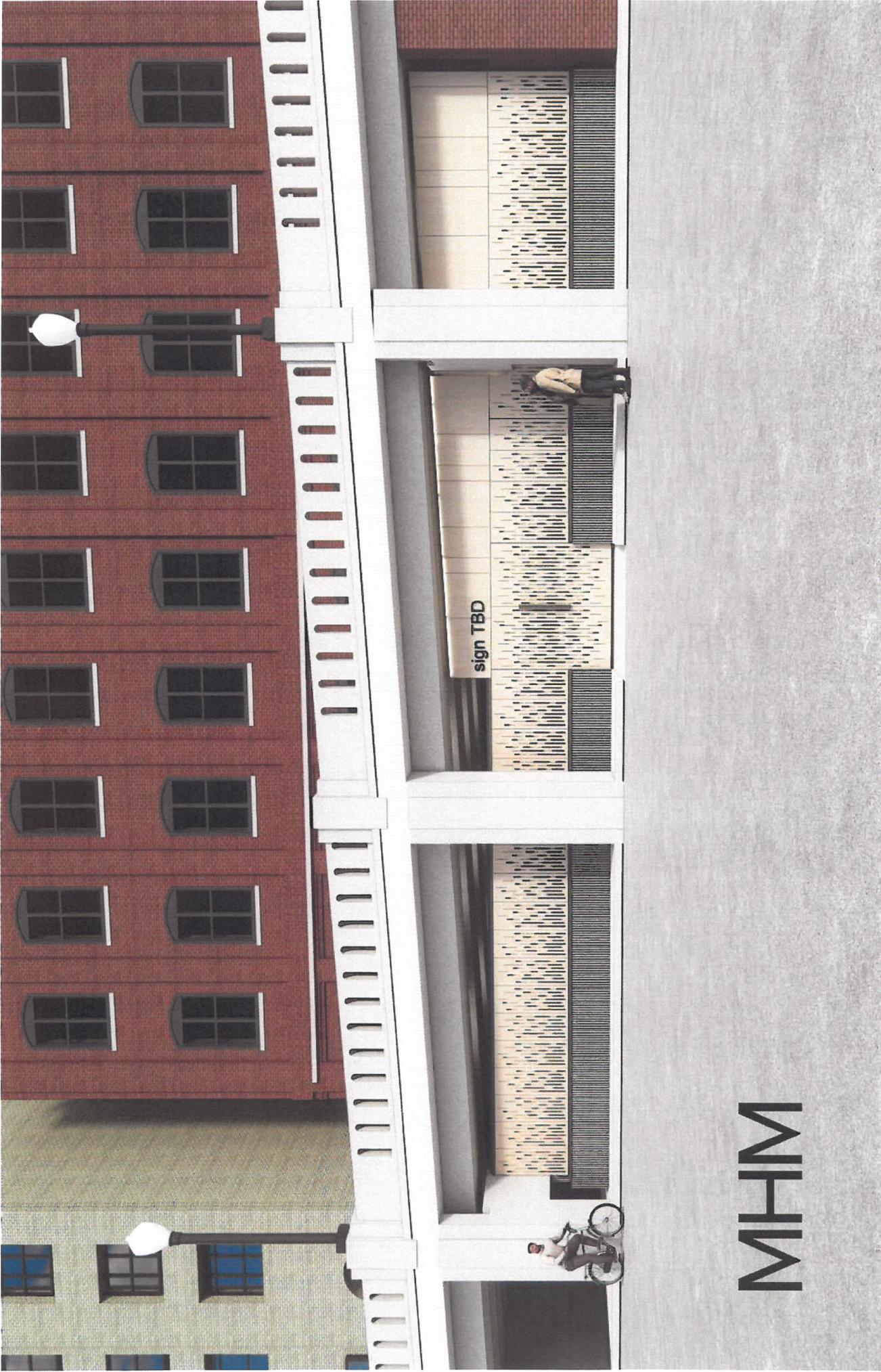
MHMM

PROPOSED ENTRANCE
IMPROVEMENTS



MHM

PROPOSED ENTRANCE
IMPROVEMENTS



MHMM

PROPOSED ENTRANCE
IMPROVEMENTS



PROPOSED ENTRANCE
IMPROVEMENTS



MEMO

PROJECT: MHM_23042 | Emporium Performing Arts
DATE: May 01, 2025
FROM: Project Team - McCarty Holsaple McCarty, Inc. (MHM)
SUBJECT: Encroachment Permit Request

On behalf of the The Arts & Culture Alliance we are seeking encroachment permitting to proceed with the renovation of the basement of 100 S. Gay Street (the Emporium Building) to create an immersive digital gallery and small performance venue. A significant portion of this project will take place within the city-owned right-of-way beneath the Jackson Avenue ramp, activating an underutilized area below existing infrastructure. This space will serve as a new exterior pre-function/ patio area, and serve as the primary entrance to this project located in the basement of The Emporium.

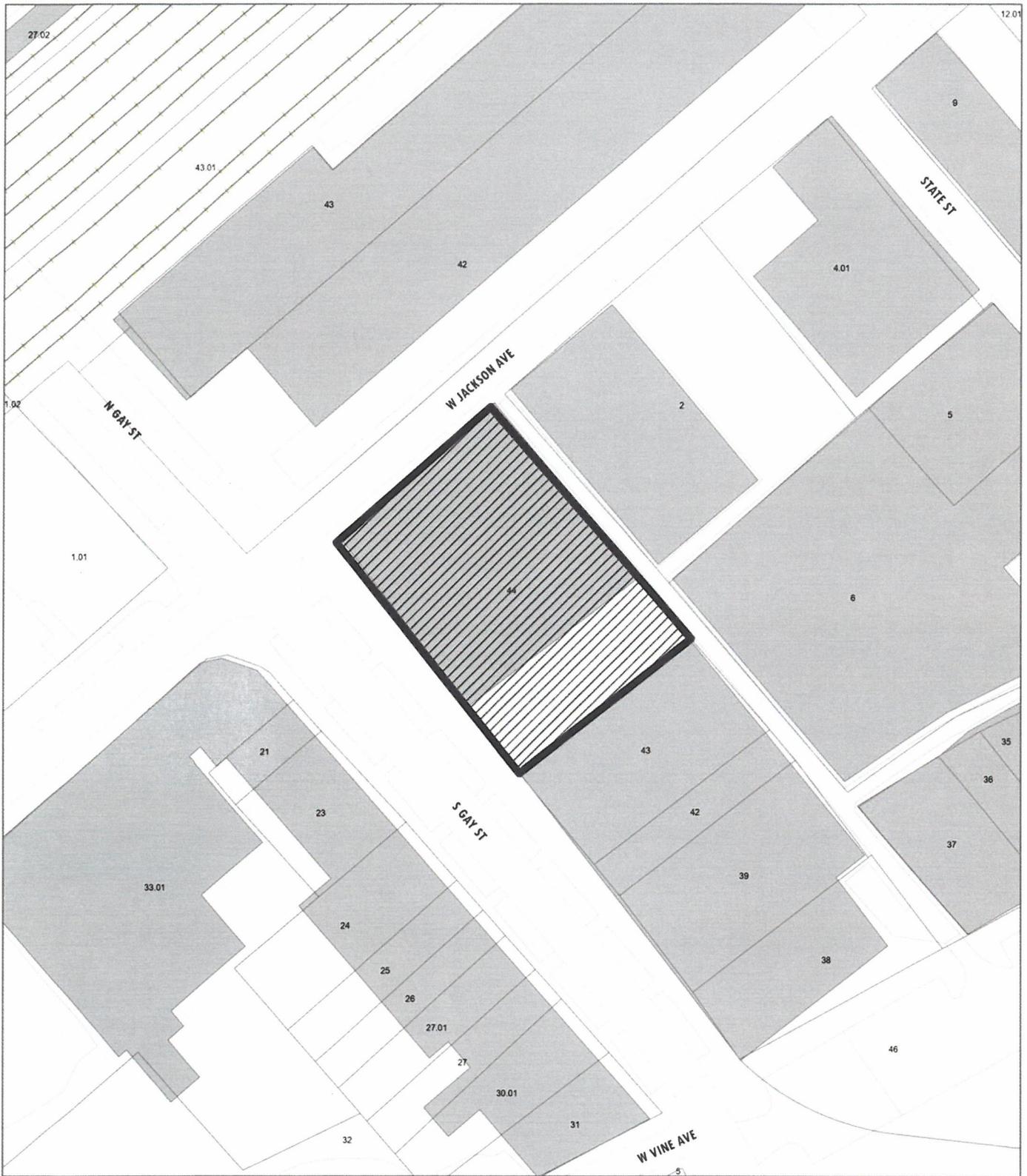
The project aligns with the established downtown design guidelines and will transform a previously unoccupied space into a vibrant, pedestrian-friendly area. Key improvements include the installation of new windows, a thoughtfully designed entrance, and a creative screening solution that complements yet differentiates itself from the surrounding concrete and masonry ramp and the historic masonry of the Emporium Building. The proposed signage is also consistent with the design guidelines and will be submitted for review at a later date.

We are seeking approval to proceed with construction, recognizing that portions of the project occupy the city-owned right-of-way as indicated in the following pages.

The project has already been reviewed and approved by the Downtown Design Review Board within the scope of their jurisdiction.

Thank you,

Justin Hare
ASSOC. AIA | jhare@mhminc.com



100 S. Gay St.
**Level 2: Addition to an existing building/
 structure**

**Petitioner: The Arts & Culture Alliance of
 Greater Knoxville- Emporium
 Performing Arts**

