



**SPECIAL CALLED CITY COUNCIL MEETING AGENDA**  
**(VIRTUAL MEETING TO BE HELD – CITY HALL CLOSED TO IN-PERSON, PUBLIC ACCESS) ZOOM MEETING**  
**AND/OR FACEBOOK LIVE INFO TO BE PROVIDED ON CITY WEBSITE & OTHER OUTLETS**

**Monday, June 7, 2021 @ 4:30 pm**  
**City Hall, 875 Main Street, Stone Mountain, Georgia 30083**

**CALL TO ORDER**

**DETERMINATION OF A QUORUM**

**ADOPTION OF THE AGENDA OF THE DAY**

**NEW BUSINESS**

- A. Temporary Construction Easement of ADA Ramp in City's Right-of-Way - 975 Main Street, Stone Mountain, GA 30083
- B. Juneteenth Celebration Event – Committee Update

**ADJOURNMENT**

**After recording, please return to:**

Jim Tavenner, Director  
Stone Mountain Public Works Department  
875 Main Street  
Stone Mountain, Georgia 30083

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**Cross-Reference: DB 25426 PG 731**

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation (hereinafter referred to as "Grantor"), and **MOUNTAIN AND MAIN LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee"). ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

**WITNESSETH**

**Benefitted Property.** Grantee is the owner of certain commercial property located at 975 Main Street, Stone Mountain, DeKalb County, Georgia, which is more particularly described in that certain Limited Warranty Deed dated February 29, 2016, between H&B Associates, as Grantor, and Mountain and Main LLC, a Georgia limited liability company, as Grantee, recorded in the real property records of the DeKalb County Superior Court Clerk at Deed Book 25426, Page 731, and by this reference such legal description is incorporated herein (the "Property").

**Easement Description.** Grantor, for and in consideration of the sum of Ten and No/100 Dollar (\$10.00) in hand paid at and before the sealing and delivery of these presents, and by these presents, does hereby grant unto the Grantee an easement over, under, upon, and across Grantor's right-of-way as follows:

A Temporary Construction Easement area measuring **160 square feet** (20 feet long by 8 feet wide) and located within Grantor's right-of-way on the north side of East Mountain Street abutting the south side of the Property at the northeast corner of the intersection of Main Street at E. Mountain Street in the City of Stone Mountain in Land Lot 89 of the 18<sup>th</sup> District of DeKalb County, Georgia, as more particularly shown on the easement exhibits attached hereto at "Exhibit A" and by this reference incorporated herein.

**Purpose.** The purpose of this easement is to allow Grantee, or its agents, to construct new concrete steps and an ADA-compliant ramp within Grantor's right-of-way to improve access into the south side of the Property (the "Project"), as depicted on Exhibit A, attached hereto. The construction of the Project shall be subject to the review and approval of Grantor's Director of Public Works ("Director"), or his or her designee.

**Term.** This Temporary Construction Easement shall automatically expire 180 days after the date first stated above or upon completion of the Project which ever shall occur first. Upon proper construction of the Project, Grantor shall grant a permanent easement for the area of the encroachment to Grantee to the benefit of the Property under the same or similar terms and conditions as this temporary easement.

**Indemnification for Private Improvements.** Grantee, and/or any person acting on behalf of Grantee, hereby agrees to indemnify and hold Grantor, its elected officials, employees, successors, assigns, other representatives, and/or any other person acting on behalf of Grantor, harmless from and against any and all rights, claims, warranties, demands, debts, damages, accounts, agreements, obligations, liabilities, liens, costs, expenses, charges, losses, judgments and claims for attorney's fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, maintenance, repair, replacement, modification, alteration, or failure of the Project, irrespective of any judicial or administrative determination of ownership, control, or maintenance.

**Indemnification of Public Improvements.** Grantee, and/or any person acting on behalf of Grantee, hereby agrees to indemnify and hold Grantor, its elected officials, employees, successors, assigns, other representatives, and/or any other person acting on behalf of Grantor, harmless from and against any and all rights, claims, warranties, demands, debts, damages, accounts, agreements, obligations, liabilities, liens, costs, expenses, charges, losses, judgments and claims for attorney's fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, due to the damage, destruction, deterioration, or failure of Grantor's right-of-way or any Grantor-owned personal property located within or adjacent to the right-of-way of E. Mountain Street and arising out of the existence, maintenance, repair, replacement, modification, alteration, or failure of the Project.

**Removal of Improvements from Right-of-Way.** If Grantee, or its agents, fails to properly construct the Project or otherwise fails to adhere to the terms and conditions of this easement, Grantor or Grantor's Director, or his or her designee, for cause, and upon written notice to the Grantee, may at any time require the removal of the Project located within the right-of-way of E. Mountain Street, said removal to be completed at the sole cost and expense of Grantee. Unless and until Grantor or the Director requires removal of the Project, the Grantee shall, at the Grantee's sole cost and expense, maintain, repair, replace, and inspect such Project, and Grantee may enter upon the public right-of-way to effect and accomplish same. The foregoing rights of Grantee shall be exercised in such a manner so as to minimize any interruption and/or interference with or to the normal flow of pedestrian traffic on the public right-of-way and shall otherwise be undertaken in accordance with all applicable laws, rules, and regulations. Any manipulation of the public right-of-way by the Grantee, be it for maintenance, repair, replacement, or otherwise, shall be performed in such a manner so as to leave the public right-of-way in a clean condition, and

Grantee shall remove all dirt, debris, or other foreign materials and objects therefrom, fill any and all trenches and/or cuts, and repave all areas which have been disrupted as a result of such manipulation.

**Binding Covenant Running with the Land.** The terms and conditions of this Temporary Construction Easement shall be binding upon the heirs, successors, and assigns of the Grantee, and shall constitute a covenant running with the land. Grantee expressly agrees and acknowledges that this Temporary Construction Easement shall be recorded in the real property records of DeKalb County, Georgia, and shall be binding upon all subsequent transferees of the Property.

**IN WITNESS WHEREOF** the Grantor has signed and sealed this easement the day and year above written.

**GRANTOR:**

**CITY OF STONE MOUNTAIN**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Patricia Wheeler, Mayor

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Alicia Daniels, City Clerk

\_\_\_\_\_  
Notary Public  
My Commission expires:

[CITY SEAL]

The Grantee hereby consents and agrees to the terms and conditions of this Temporary Construction Easement on its own behalf and on behalf of its successors and assigns.

**GRANTEE:**

**MOUNTAIN AND MAIN LLC, a  
Georgia limited liability company**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Weslee Knapp, Member

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
David Downs, Member

\_\_\_\_\_  
Notary Public  
My Commission expires:

**EXHIBIT A**

**(See two exhibit pages attached hereto)**

**ABBREVIATIONS**

ABBREVIATIONS ARCHITECT CONSULTING ENGINEER CONTRACTOR GENERAL CONTRACTOR OWNER PERMITS PROJECT MANAGER SITE PREP SURVEYOR TRUCKING UTILITIES VENDOR WORKER	ABBREVIATIONS ARCHITECT CONSULTING ENGINEER CONTRACTOR GENERAL CONTRACTOR OWNER PERMITS PROJECT MANAGER SITE PREP SURVEYOR TRUCKING UTILITIES VENDOR WORKER	ABBREVIATIONS ARCHITECT CONSULTING ENGINEER CONTRACTOR GENERAL CONTRACTOR OWNER PERMITS PROJECT MANAGER SITE PREP SURVEYOR TRUCKING UTILITIES VENDOR WORKER	ABBREVIATIONS ARCHITECT CONSULTING ENGINEER CONTRACTOR GENERAL CONTRACTOR OWNER PERMITS PROJECT MANAGER SITE PREP SURVEYOR TRUCKING UTILITIES VENDOR WORKER
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**Cherokee Rose BBQ  
 Front Stairs and Ramp**  
 975 Main Street  
 Stone Mountain, GA 30083

**PROJECT DESCRIPTION**

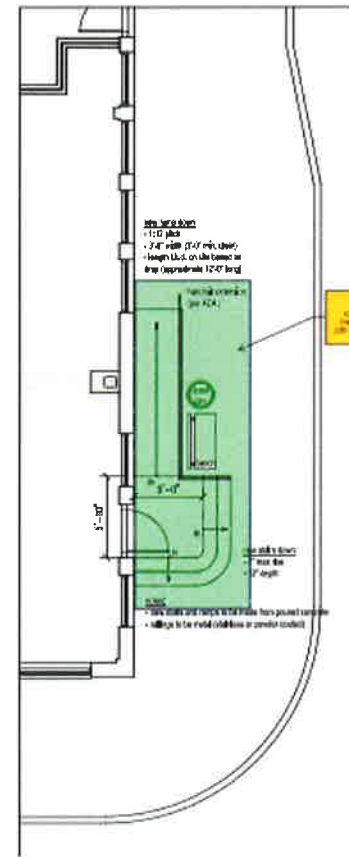
This is a drawing set for the construction of a new set of entry stairs and ramp to be located at the front entrance of the restaurant. The ramp will meet ADA requirements of slope, landing, and handrails. The stairs will meet the current IBC codes for rise and run.



**LOCATION**



**EXTERIOR ELEVATION**  
 scale of 1/4" = 1'-0"



**PLAN**  
 scale of 1/4" = 1'-0"

**PROJECT DIRECTORY**

<b>PROJECT NAME &amp; LOCATION</b> Cherokee Rose BBQ 975 Main Street Stone Mountain, GA 30083	<b>DESIGNER</b> TWS Architects 305 Main Street Stone Mountain, GA 30083	<b>CLIENT</b> Cherokee Rose BBQ 975 Main Street Stone Mountain, GA 30083	<b>DATE</b> 07/20/2024
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**APPLICABLE CODES**

- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)
- International Building Code, 2012 Edition, with Georgia Amendments (2014) (IBC 2014)

**BUILDING DATA**

**PROJECT NAME:** Cherokee Rose BBQ  
**OWNER:** Cherokee Rose BBQ  
**ADDRESS:** 975 Main Street, Stone Mountain, GA 30083  
**DATE:** 07/20/2024

**REVISIONS**

NO.	DATE	DESCRIPTION	BY	CHKD.

**INDEX TO DRAWINGS**

NO.	DESCRIPTION	DATE
01	TELE MOUNT RAMP AND STAIRS	07/20/2024



TWS Architects  
 305 Main Street  
 Stone Mountain, GA 30083

**Cherokee Rose BBQ**  
 Ramp & Stairs  
 975 Main Street  
 Stone Mountain, GA 30083

**01**

- length t.b.d. on site based on drop (approximate 12'-0" long)

handrail extension  
(per ADA)

Temporary  
Construction Area  
(approx. 160 sq. ft.)  
(20 ft. long x 8 ft. wide)

trash  
can

bench

5'-10"

dn  
5'-0"

dn

dn

new stairs down

- 7" max rise

- 12" depth

notes:

- new stairs and ramps to be made from poured concrete

- railings to be metal (stainless or powder coated)

