



SANDY SPRINGS

GEORGIA

PLANNING COMMISSION

Reed Haggard, Chair
Andy Porter, Vice Chair
Robin Conklin
Elizabeth Kelly
Sherwin Clemons
Andrea Settles
Karen Trylovich

Wednesday, July 16, 2025

Regular Meeting

6:00 p.m.

The Planning Commission meeting will be held in the Studio Theatre at Sandy Springs City Hall
(1 Galambos Way, Sandy Springs, GA 30328).

Live-stream: www.SandySpringsGA.gov/Stream

Public Comment: <http://spr.gs/publiccomment>

I. Call to Order

II. Roll Call and General Announcements

III. Approval of Meeting Agenda

- A. July 16, 2025 Planning Commission Meeting Agenda
(Presented by Samantha Brown, Planning and Zoning Clerk)

IV. Approval of Meeting Minutes

- A. June 18, 2025 Planning Commission Meeting Minutes
(Presented by Samantha Brown, Planning and Zoning Clerk)

V. Cases

- A. **2025-0001 RZ-25-1** - Zoning Map Amendment (Rezoning) from RE-1 to RD -7.5
(Presented by LaQuita Williams, Planner II)
- B. **2025-0002 U-25-1 8721 Roswell Road** - Request for a Conditional Use Permit to allow for a drive-through facility in the CX-3 Zoning District.
(Presented by LaQuita Williams, Planner II)

VI. Ongoing Business

VII. New Business

VIII. Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance. The City will make reasonable accommodations for those persons.



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Planning Commission Meeting, July 16, 2025

Case: **RZ-25-1 – 5375 Northland Drive**
Staff Contact: LaQuita Williams (lwilliams@SandySpringsga.gov)
Report Date: July 11, 2025

REQUEST

Applicant is requesting a Zoning Map Amendment (Rezoning) to go from RE-1 to RD-7.5.

APPLICANT

Property Owner(s):	Petitioner(s):	Representative(s):
James K Mitchell Jr. and Adelita Serna	Palladian Land, LLC	Lauren Powers

SUMMARY

The Applicant requests a Zoning Map Amendment (Rezoning) to property owned by James K Mitchell Jr. and Adelita Serna and identified in the Community GIS Map as 5375 Northland Drive (**Parcel # 17 006800030463**) from Residential Estate (RE-1) to Residential Detached (RD-7.5).

RECOMMENDATION

Department of Community Development

Staff recommends **Approval with Conditions of Zoning Map Amendment (rezoning) RZ-25-1.**

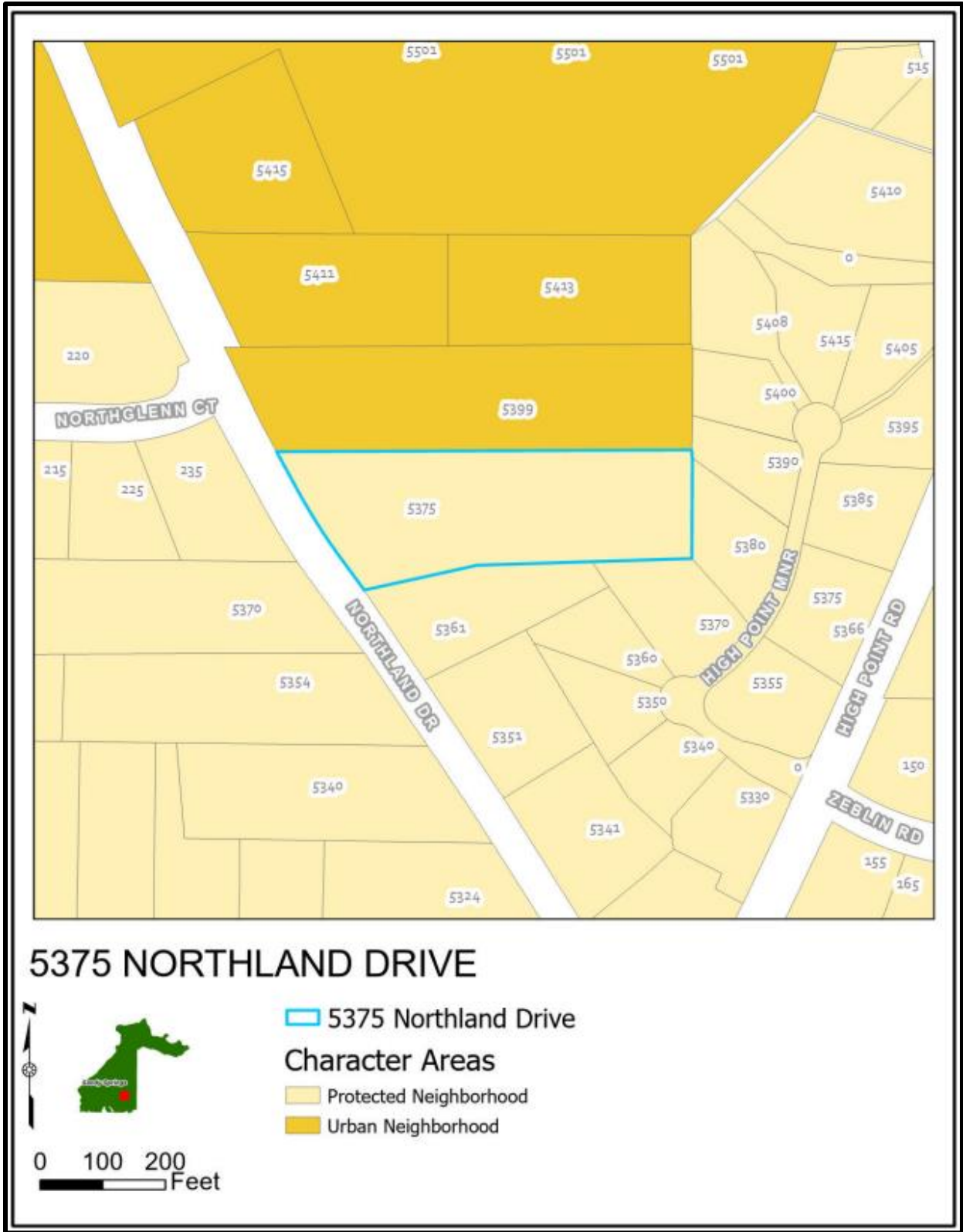
MATERIALS SUBMITTED AND REVIEWED	
Materials:	
1. Application, received March 17, 2025	
Plans:	
1. “ <i>Concept Plan for 5375 Northland Drive</i> ”, prepared by Alpha Land Services dated March 10, 2025	
2. “ <i>Survey for 5375 Northland Drive</i> ” prepared by Alpha Land Services dated February 17, 2025	

PROPERTY INFORMATION	
Location:	5375 Northland Drive (17 006800030463)
Council District:	5 – Tiberio "Tibby" DeJulio
Road frontage:	Northland Drive - Approximately 217 feet of frontage
Acreage:	1.99 Acres
Current Zoning: Existing Land Uses:	RE-1 (Residential Estate – 1 acre minimum) Single-family home
Previous Zoning Cases:	N/A
Character Area:	Protected Neighborhood

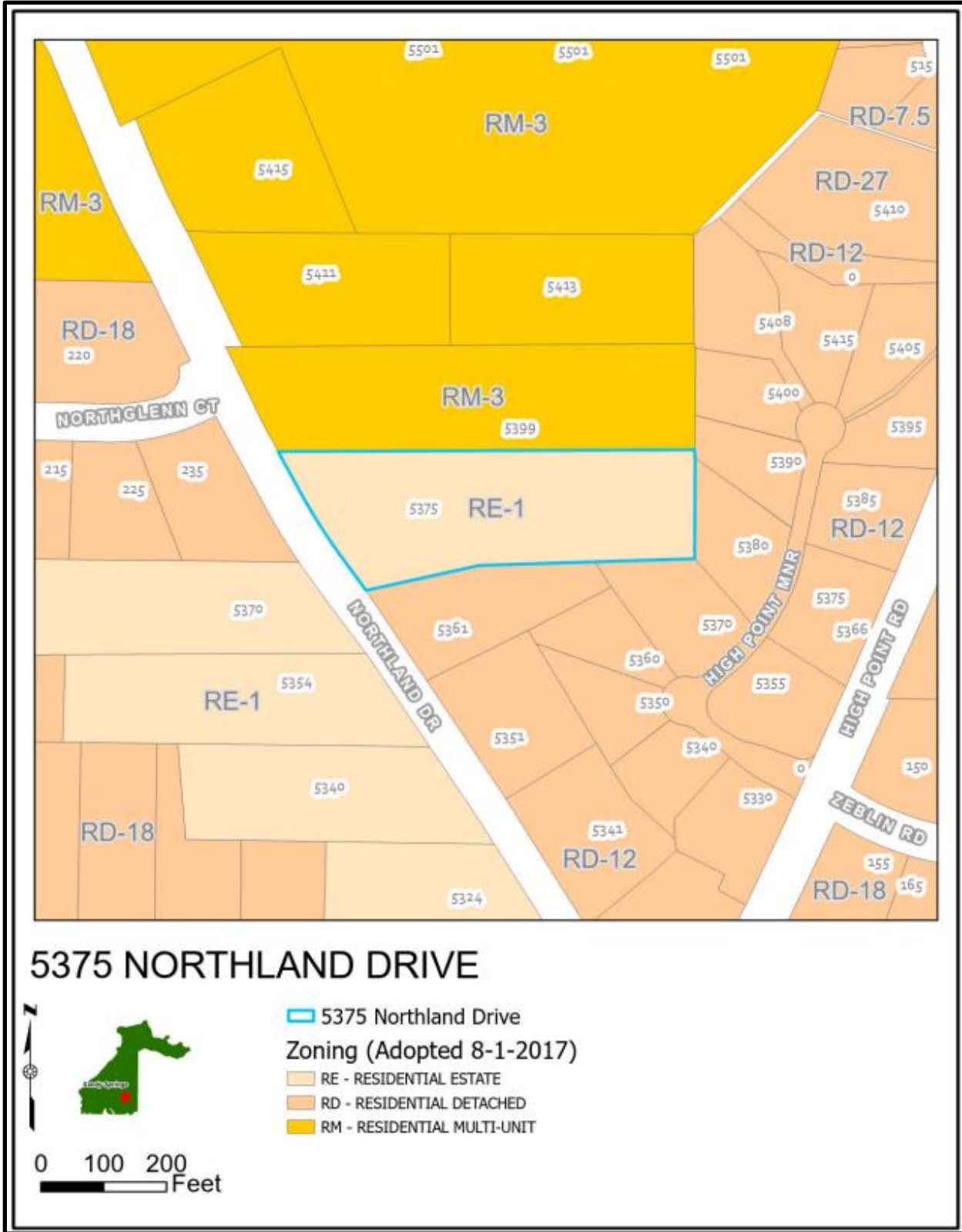
PROCESS			
Initial Community Meeting (CMI): March 12, 2025	Second Community Meeting (CMII): April 24, 2025	Planning Commission Hearing: July 16, 2025	Mayor and City Council Hearing: August 19, 2025

EXISTING CHARACTER AREAS, ZONING, AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Character Area / Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	Residential Multi-Unit / RM-3 / Age Restricted Unit	5399 Northland Drive	1.92 Acres
East	Residential Detached / RD-12 / Single Family Home	5390 High Point Manor	0.28 Acres
East	Residential Detached / RD-12 / Single Family Home	5380 High Point Manor	0.41 Acres
South	Residential Detached / RD-12 / Single Family Home	5370 High Point Manor	0.42 Acres
South	Residential Detached / RD-12 / Single Family Home	5361 Northland Drive	0.61 Acres
West	Residential Estate / RE-1 / Single Family Home	5370 Northland Drive	1.31 Acres
West	Residential Detached / RD-18 / Single Family Home	235 Northglenn Court	0.46 Acres
EXISTING DEVELOPMENT			
--	Residential Estate / RE-1 / Single Family Home	5375 Northland Drive	1.99 Acres

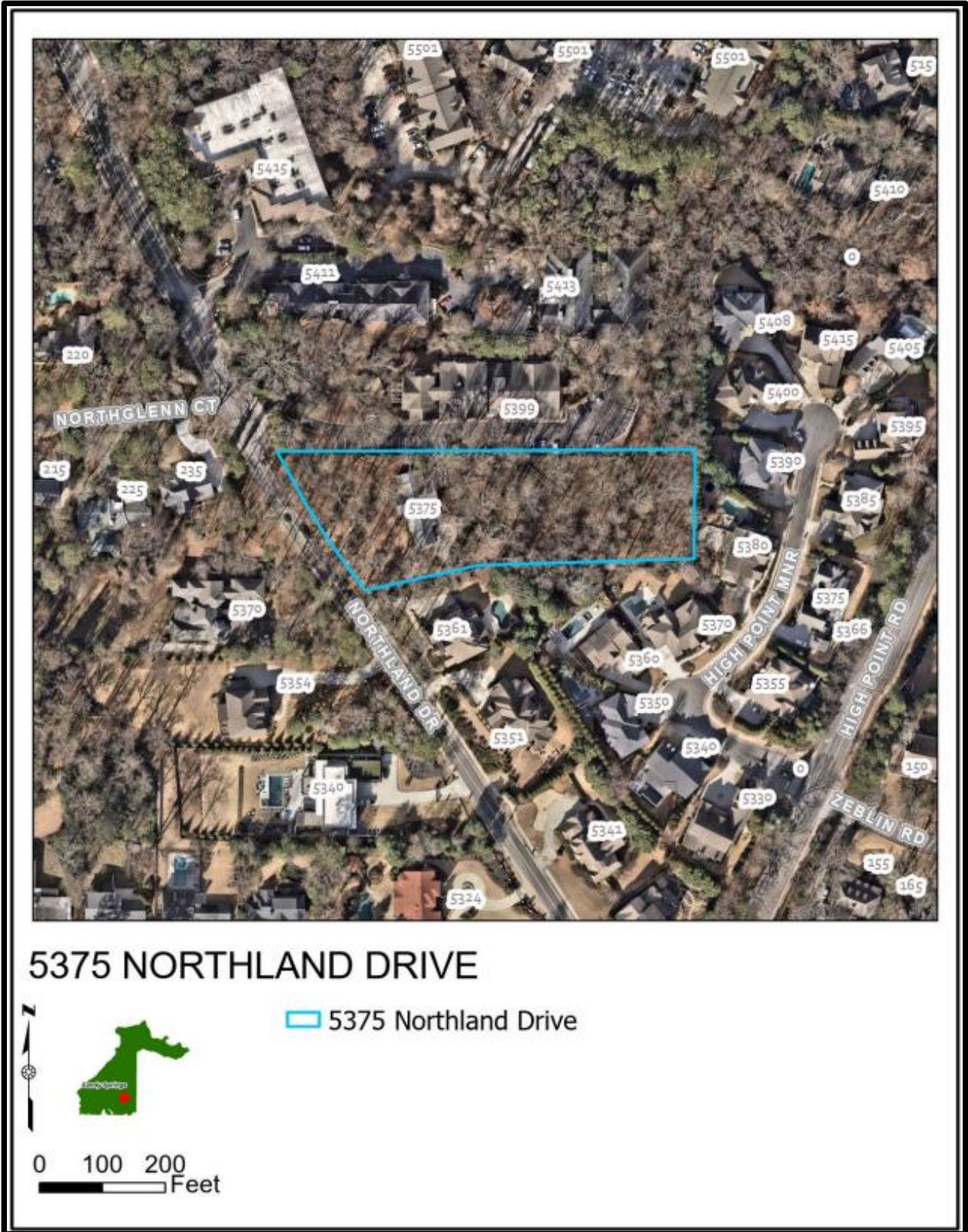
CHARACTER AREA MAP



ZONING MAP



AERIAL IMAGE



EXISTING DEVELOPMENT

The existing development on site is a single family (unit) residential house, sitting back approximately 100 feet from the Northland Drive right-of-way. The house was built in 1966 per Fulton County records and is a single-story ranch style structure. The site consists of a mildly long, slender driveway which circles around the south side of the home to a rear-entry garage. The structure is currently in disrepair and unoccupied.



View of existing residential structure, facing southeast



View facing east, with long driveway in foreground

The property is mostly flat to the front of the home with some noticeable overgrowth of vegetation. To the rear of the house, the heavily wooded property begins to slope downward, especially to the neighboring property to the north. The site is situated between low-rise apartments to the north and single-family lots, including the High Point Manor subdivision to the south and rear.



View facing east, the wooded rear of the property



View facing north, limited view of multi-family structure

ZONING MAP AMENDMENT (REZONING) CONSIDERATIONS

Per Sec. 11.3.6.C. of the Development Code, the following list of approval criteria for a Zoning Map Amendment (Rezoning) provides guidance for making decisions on approval:

1. The Zoning Map Amendment corrects an error or meets the challenge of some changing condition, trend or fact.

Finding: The Zoning Map Amendment proposal would help meet the challenge of a **changing condition**, in that housing, particularly detached housing has become scarce. Demand in the metro, especially communities located in the inner rings of the metro (such as Sandy Springs), has outpaced production. As Sandy Springs has become increasingly built out, land becomes expensive and hard to find. This has made the supply not be able to keep up with demand.

Additionally, this Amendment would also help to meet the challenge of a **changing trend** in that a large share of housing coming online within Sandy Springs has been of the multi-family (unit) sort. Scarce land prices have put a premium on more compact housing types in desirable areas such as Sandy Springs, from apartments or condos, to townhouses, or somewhere in between. Often with multi-family style development, home ownership is not an option.

2. The Zoning Map Amendment substantially conforms with the Comprehensive Plan.

Finding: The Zoning Map Amendment substantially conforms with the Comprehensive Plan. The first Priority Action listed in the Housing Element of The Next Ten is to “**Preserve** established single-family neighborhoods.” This is followed by “**Increase** the supply of housing and the range of housing choices.”

Preserving the existing neighborhoods and increasing housing supply could seem to be at odds, however, when considered in context it is staff’s belief that this request would do both. Certainly, the housing supply would increase 3-fold on the subject site alone, but the Amendment would also ensure that neighborhood character (large lot single-family detached housing) be retained. Additionally, the emphasis on preserving “neighborhoods” by maintaining a 1-to-1 replacement ratio (pg. 96, The Next Ten Comprehensive Plan) is primarily within the context of platted subdivisions versus individual lots off of collector streets which may better serve as land use transition “buffers.”

3. The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code.

-PURPOSE-

A. This Development Code is intended to guide the future growth of the City of Sandy Springs in alignment with the vision set forth by The Next Ten Comprehensive Plan.

B. This Development Code was developed to help foster more predictable results and a higher-quality public realm by prescribing the physical form of buildings and addressing the relationship between building façades and the public realm, the form and mass of buildings in relation to one another and the scale and types of streets and blocks.

-INTENT-

A. This Development Code is intended to balance conservation and development.

B. This Development Code is intended to encourage design excellence in the built environment.

C. This Development Code is intended to guide Sandy Springs' prosperous and sustainable future.

Finding: The Amendment substantially conforms with the stated purpose and intent of the Development Code. It is in alignment with The Next Ten Comprehensive Plan, “managing land use transitions at the periphery of single-family residential neighborhoods (pg. 92, The Next Ten).”

Also, the Amendment, with appropriate conditions would help maintain conservation, while allowing for the proposed change in development requirements. The Amendment would be in keeping with the desire for Sandy Springs future prosperity as it would promote the likely potential for increased home ownership opportunities, while maintaining large lots and robust tree canopy and vegetation.

4. *The Zoning Map Amendment will reinforce the existing or planned character of the area.*

Finding: The Zoning Map Amendment will reinforce the existing or planned character of the area. The proposed amendment is within the same family of zoning districts, the Protected Neighborhood Character Area. The average lot size would be more than that of the subject lot’s neighbors. No material change in character is being proposed.

5. *The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.*

Finding: The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties. The allowed development surrounding the property is the same as the allowed development concept being proposed (minor single-family subdivision), and the lot sizes are at least as large as those of the direct neighboring properties as alluded to previously.

6. *There are substantial reasons why the property must not be used according to the existing zoning.*

Finding: There are no substantial reasons why the property should be rezoned. However, there are logical reasons in that the existing zoning is inadequate- it does not serve as a useful transition between the large lot detached housing neighborhoods to the south, and the more urban development to the north.

7. *There is a need for the proposed use at the proposed location.*

Finding: One of the core tenants of The Next Ten (Comprehensive Plan) is appropriate land use transition. It is staff’s opinion that Residential Detached, 7,500 square foot (RD-7.5) lots would be appropriate as a land use transition between Residential Detached, 18,000 square foot (RD-18) lots and subdivisions to the south and a Residential Multi-Unit lot to the north. Additionally, the three (3) lots proposed would far exceed the actual minimum lot size of 7,500 square feet at an average of over 25,000 square feet.

Furthermore, new housing is hard to come by in many parts of the region, and Sandy Springs is no exception. The more housing that is available, the better chance there is for prospective citizens to settle in and become a part of the community. This amendment would increase the housing supply by 300% at the subject site and maintain appropriate character and lot size.

By being rezoned to RD-7.5 versus any of the other larger lot RD- districts, the impact on neighboring lots is reduced from an infrastructure standpoint as all three (3) lots may be serviced by a singular, low-impact driveway rather than a 50-foot-wide right-of-way with a 20 foot or larger street surface.

8. *The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.*

Finding: The City and other service providers will be able to provide sufficient public facilities as the increase in dwelling units would be negligible at three (3). The impact would be so low that the development allows up to three (lots) to be served by a single driveway.

9. *The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation.*

Finding: The proposed amendment would not significantly impact on the natural environment. It would marginally reduce the amount of vegetation as the lot is currently heavily wooded and arguably overgrown, even where there is existing development. Staff proposes (as a condition) to reduce the allowed Lot Coverage from the RD-7.5 required 47% to 30%, which would be more compatible with RD-18 and RD-27 zoning district given the larger lot size. This will also increase the vegetative coverage of the site by reducing the impervious surfaces allowed.

10. *The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.*

Finding: The proposed amendment would not have a significant adverse impact on neighboring property. The use would be in harmony as it would also be detached, single family (unit) housing, on considerably larger lots than the neighbors to the south and east.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

When developed, a single driveway for access to all 3 resulting parcels with necessary sight distance requirements will be requested.

Sandy Springs Transportation Engineer:

All three (3) lots shall be served by one access point from Northland Drive at the most suitable location, to be determined by the City Engineer.

Sandy Springs City Engineer:

All three (3) lots shall be served by one access point from Northland Drive at the most suitable location, to be determined by the City Engineer.

Sandy Springs Site Division:

No comment provided.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

No comment provided.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Sandy Springs Economic Development:

No comment provided.

Sandy Springs Recreation & Parks:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Public Services and Utilities:

No comment provided.

PUBLIC PARTICIPATION

Community Meeting I

For the Community Meeting I there were approximately 25 people in attendance in-person and virtually, including the Applicant team on March 12, 2025. The Community Meeting was held at Congregation Beth Tefillah, located at 5065 High Point Road. Topics discussed were existing lot size and layout verses proposed, driveways and access, proposed home sizes, and current property conditions.

Community Meeting II

For the Community Meeting II there were approximately ten people in attendance in-person and virtually, including the Applicant team, community members and staff on April 24, 2025. The Community Meeting was held at Sandy Springs City Hall, located at 1 Galambos Way. Topics discussed were the proposed zoning district, lot frontages, size, layout, conditioning the site plan, proposed home sizes, and current property conditions.

Correspondence Received

Staff received a letter via mail with 14 signatures in opposition

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval of Zoning Map Amendment RZ25-0001** request for a Zoning Map Amendment (Rezoning) of **5375 Northland Drive** from RE-1 to RD-7.5 with the following conditions:

1. There be a maximum of three (3) residential lots subdivided at tax parcel # 17 006800030463;
2. All three (3) lots shall be served by one access point from Northland Drive at the most suitable location, to be determined by the City Engineer; and
3. Maximum Lot Coverage for each lot shall not exceed 30% with an additional 5% subject to proper mitigation efforts determined by Director of Community Development.

New judges: Who Kemp just appointed to the bench

By Cedra Mayfield
Law.com



This article appears in the Neighbor Newspapers as part of a content-sharing agreement with the Fulton County Daily Report. For more from the Daily Report, go to www.law.com/dailyreportonline

It's been just over a month since the Judicial Nominating Commission of Georgia shortlisted Henry County State Court Judge Chaundra D. Lewis Lewis and Sexton & Moody attorney James D. Boles Jr. for a superior court vacancy created by the resignation of Flint Judicial Circuit Superior Court Chief Judge Brian J. Amero.

This week Gov. Brian Kemp announced his decision to appoint Lewis to fill Amero's vacancy, but his decision didn't knock Boles out of the running to become a judge.

As Lewis gears up for a transition to the superior court bench, Boles is now preparing to fill Lewis' state court seat.

Lewis has spent just shy of four years serving on the Henry County State Court bench after being appointed by Kemp in July 2021.

Lewis filled a vacancy created by the resignation of Judge Ben W. Studdard, III in March 2020.

Prior to becoming a judge, Lewis garnered more than two decades of legal experience serving in both private and public practice.

After representing personal injury and employment discrimination clients as a partner with Lewis McCray in Atlanta, Lewis joined Deming Parker Hoffman Green & Campbell in Norcross handling personal injury, medical malpractice, family and criminal law matters.

Lewis later opened her

own Jonesboro-based law practice in January 2003 before becoming an analyst at Huron Consulting Group in Rock Hill, South Carolina two years later. In July 2007, Lewis made a shift to the public legal sector when she joined the State Court of Clayton County as a staff attorney. After three years of service, she scaled to become a senior assistant solicitor general for the county before joining the Henry County District Attorney's Office as an assistant district attorney in April 2017.

Over the next four years, Lewis transitioned to the Fulton County Solicitor General's Office as a deputy assistant solicitor general before returning to the Henry County District Attorney's Office as a deputy chief assistant district attorney. She remained in the role until her judicial appointment in 2021.

Lewis is a graduate of the University of Memphis Ce-

cil C. Humphreys School of Law. She was admitted to the State Bar of Georgia in November 1998.

Upon learning she'd been shortlisted for the superior court vacancy in April, Lewis is told the Daily Report she felt gratitude toward those who'd supported her through the judicial application submission process.

"I am equally grateful to members of various bar organizations that reached out to me with words of support and encouragement when they learned of my interest in this position," Lewis said at the time. "It is an honor for my work to be acknowledged, and for the Judicial Nominating Commission to allow me to advance in the appointment process."

Having been appointed, Lewis will now serve the remainder of Amero's former judicial term, which expires Dec. 31, 2026.

Lewis' appointment to

Henry County's superior court bench didn't amount to defeat for Boles. Instead, Kemp opted to appoint the trial lawyer to fill the vacancy created by Lewis' escalation.

For the past three years, Boles has served as a partner at Sexton & Moody, P.C. in McDonough handling criminal defense, family law, personal injury, estate planning and probate matters. Boles first joined the firm in 2017 as of counsel after founding his own practice, the Law Office of James D. Boles, the same year.

In addition to interning at Lee Sexton & Associates P.C. while earning his juris doctorate, Boles served as a law clerk at The Lotti Law Firm, LLC in Stockbridge. Boles currently serves as a member of the Phi Alpha Delta Law Fraternity Alumni Society, and as a member and previous metro-Atlanta Vice President of the Georgia Association of Criminal

Defense Lawyers.

Boles is a graduate of Atlanta's John Marshall Law School. He was admitted to the State Bar of Georgia in November 2016.

Upon learning he'd been shortlisted for the Flint Judicial Circuit Superior Court vacancy, Boles told the Daily Report he felt excited "to be considered for such a prestigious opportunity" in April. "To be selected amongst the many well qualified applicants is truly an honor," Boles said at the time.

Having been appointed, Boles will now serve the remainder of Lewis' judicial term, which expires Dec. 31, 2026.

Nine judicial hopefuls applied for the Flint Judicial Circuit superior court vacancy. After conducting interviews with each applicant on April 25, the JNC selected Lewis and Boles for Kemp's appointment consideration.

Safety issues force closure of apartment complex in College Park

By Alex Amos
aamos@mdjonline.com

After months of uncertainty and difficult decisions, several College Park residents are now facing displacement due to the closure of a condemned property.

On June 2, the City of College Park issued a statement confirming the official closure of Chelsea Gardens Apartments, citing long-standing neglect that resulted in more than 2,000 violations of building codes and public health regulations.

After the property was purchased by a new owner earlier this year in March, tenants were initially asked to vacate in April — a move that sparked community backlash and ultimately led the

city to extend the deadline to June 1. Some residents alleged that water and electricity were shut off before the final move-out date, a claim the city denied in its statement.

As the deadline approached, the city pledged \$86,000 in relocation assistance through nonprofit partners Sage Hands and Community Growth Partners. Despite these efforts, several tenants reported that they had not received any support.

The city claims that the funds went towards "moving, storage, and relocation assistance to more than 50 leaseholders."

In a final bid to fight for more accommodations, tenants marched into College Park City Hall to attend

the latest council meeting on June 2 to discuss more support, transparency, and time to secure stable housing. Many shared personal stories of struggling to find affordable units, facing application denials, and feeling left out of the relocation process, calling on city leaders to take further action before the property officially closes.

"We are not just here to complain, we are here because we were failed by the landlord who took our money and by a system that allowed this to happen," Former Chelsea Garden Apartments tenant Jackie MacQuarie said. "We want solutions, not excuses; we want accountability, not silence, and we want justice."

At the conclusion of the

meeting, the council voted to allocate an additional \$20,000 to support tenant relocation efforts. However, despite the increased funding, several tenants were reported to be squatting, citing limited access to the resources needed to secure new housing.

"I do not condone what has taken place here," College Park Mayor Bianca Motley Broom said in a statement posted to her website. "The people of College Park deserve transparency, compassion, and a government that takes its duty to serve seriously. We must do better. I will continue to push for processes and decisions that reflect the dignity and humanity of the people we represent."



College Park Mayor Pro Tem Janelle McKenzie speaks with protestors from the Atlanta Branch of the Party for Socialism and Liberation during her Harvest and Harmony Brunch on May 31 at the College Park Senior Community Garden.

Reality television star Yandy Smith-Harris hosts community gathering

On May 31, Yandy Smith-Harris marked the grand opening of her new restaurant, Cliché Tapas and Wine Bar, with a lively block party — the Yelle for the Culture Festival — at the Virginia Station Shopping Center. The celebration featured local vendors, live performances by Atlanta artists, and appearances by College Park city officials, including Councilwoman Tracey Arnold and Mayor Pro Tem Janelle McKenzie.



College Park's Tracie Arnold interacts with a snake at the Yelle for the Culture Festival.

Yandy Smith-Harris shares a light-spirited dance with an attendee at the Yelle for the Culture Festival.



From left to right, reality television star Yandy Smith-Harris, College Park Councilwoman Tracie Arnold, Nouveau Bar and Grill owner Ebony Austin, and College Park Mayor Pro Tem Janelle McKenzie pose for a photo at the Yelle for the Culture Festival.

**SANDY SPRINGS
2025 ANNUAL ACTION PLAN
NOTICE OF PUBLIC HEARING
July 15, 2025**

The City of Sandy Springs, GA has begun preparations to submit its 2025 Annual Action Plan for the CDBG Program to the U.S. Department of Housing and Urban Development (HUD). To meet the requirements of Consolidated Submissions for Community Planning and Development Programs, Sandy Springs will hold a public hearing on Tuesday, July 15, 2025, at 6:00 p.m. This meeting can be attended virtually or in-person at City Hall located at 1 Galambos Way, Sandy Springs, GA, 30328. To attend and participate virtually, please visit <http://spr.gs/pm> for more information.

In 2025, Staff will begin working on the implementation of South Roswell Road Multiyear Sidewalk Project, specifically the area south of Interstate 285 (Phase III), and other projects as determined. Citizens can offer input on this project at the public hearing, as well as other needs in their community relative to the CDBG Program. The City was awarded \$485,216, this program year.

The CDBG program assists cities with developing viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons. Citizens in need of translation services or materials in alternative formats should call 770-730-5600 seven calendar days prior to the regularly scheduled meeting. Additional CDBG Program information can be found on the City's CDBG webpage at <http://spr.gs/cdbg1>

**SANDY SPRINGS
NOTICE OF ZONING MAP AMENDMENT (REZONING)**

Petition Number: RZ-25-1

Petitioner: Lauren Powers
Palladian Landing LLC

Property Location: 5375 Northland Drive

Request: Zoning Map Amendment (Rezoning) from RE-1 to RD-7.5

Public Hearing: Planning Commission
July 16, 2025 at 6:00 p.m.

Location: Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

Virtual Option: The meeting will be live-stream at www.sandyspringsga.gov/stream. For instructions on how to provide public comment during the Public Hearing, please visit <http://spr.gs/publiccomment>.

FIND US
/NeighborNewspapers

**City of Sandy Springs Advertisement for Public Comment
2024 Consolidated Annual Performance Report (CAPER)**

The City of Sandy Springs has completed a draft of its 2024 Consolidated Annual Performance Report (CAPER). This report provides an objective assessment of the City's progress toward meeting the Consolidated Plan's five-year goals through yearly Action Plan activities. The 2024 Consolidated Annual Performance and Evaluation Report (CAPER) will be available for review at <http://spr.gs/2o> beginning July 15, 2025 through August 19, 2025.

Those who may wish to provide comments on the 2024 CAPER may send an email to the CDBG Program mailbox at cdbgprogram@sandyspringsga.gov or hard copy correspondence to the Sandy Springs Community Development Department at 1 Galambos Way, Sandy Springs, GA 30328.

After the conclusion of the public comment period, the report will be finalized. The report will be available on <http://spr.gs/2o>. As required by 24 CFR Part 91. 105 (b) (2), the City will hold a public hearing for the adoption of the plans at the August 19, 2025 Mayor and City Council Meeting. This meeting will start at 6:00 p.m., and is open to the public. Instructions on how to attend this meeting and how to participate in the public hearing are available on <http://spr.gs/publiccomment>. The meeting will be streamed online and can be accessed using the following link: <http://spr.gs/pm>

Citizens in need of translation services or materials in alternative formats should call 770-730-5600 seven calendar days prior to the scheduled meeting.



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Case No.: **RZ-25-1**
Planner's initials: **LSW**

PROJECT INFORMATION SHEET

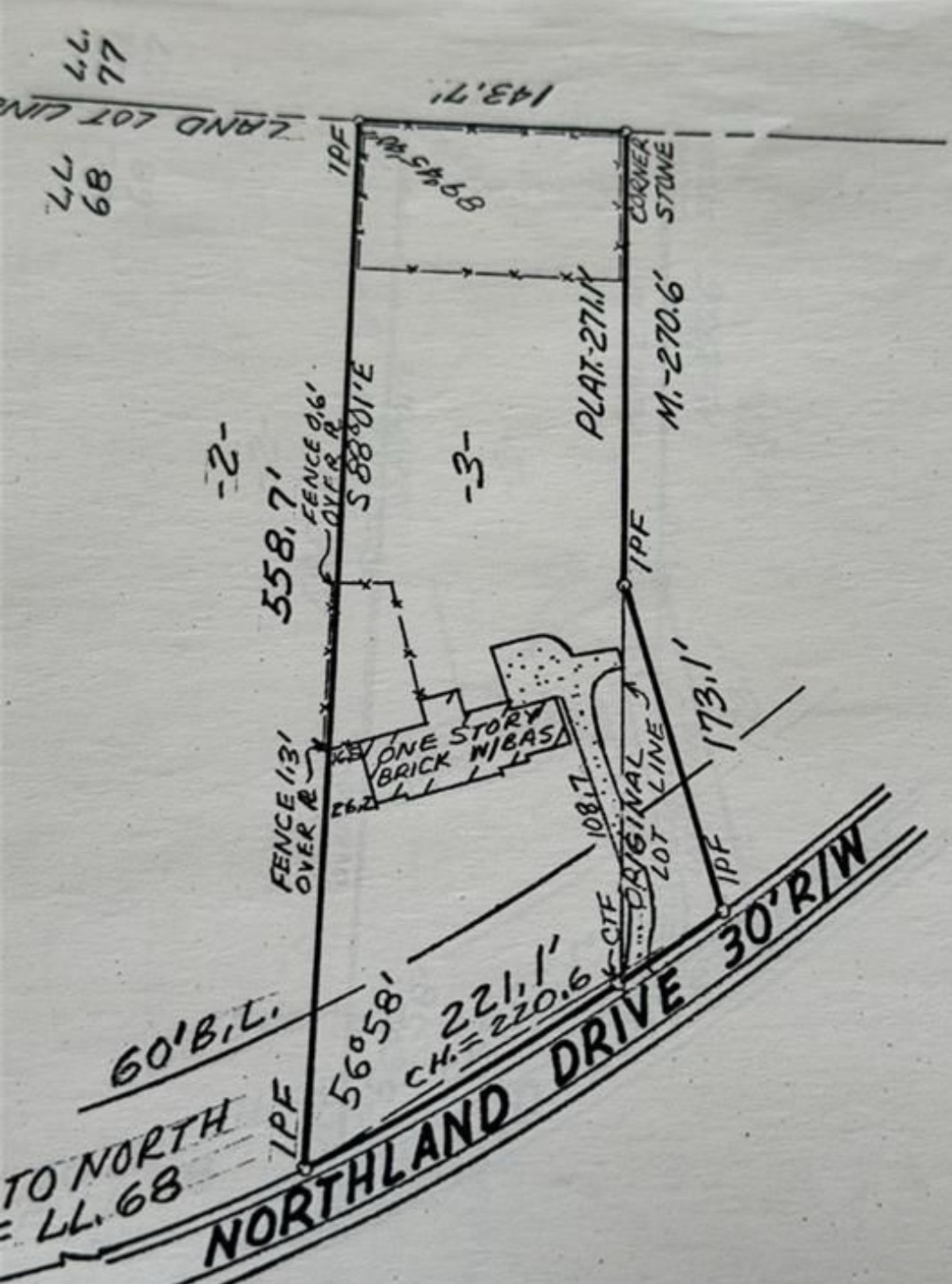
PROPERTY	Address(es): 5375 Northland Drive	
	Parcel Tax ID(s): 17 006800030463	
	Total acreage: 1.9862	Council District: 5
	Current zoning: RE-1	Current use: Residential
	Character Area:	Protected Area

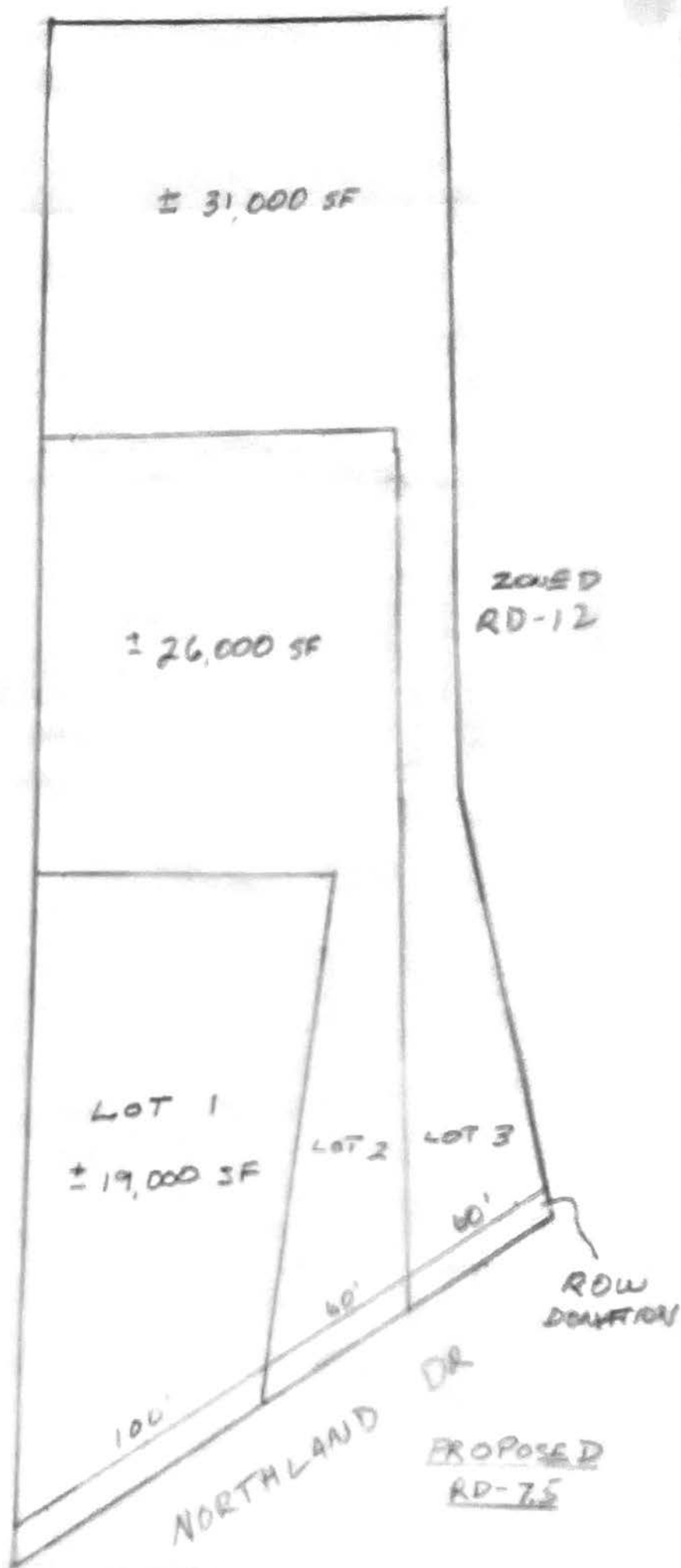
APPLICATION	Purpose of the Application: Zoning Map Amendment from RE-1 to RD-7.5	
	Check all that apply: <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) <input type="checkbox"/> Conditional Use Permit	
	Detailed request: Request Zoning Map Amendment from RE-1 to RD-7.5 for the development of three lots to build custom residential homes	
	Petitioner: Palladian Land LLC	
	Petitioner's address: 860 Johnson Ferry Rd., Atlanta, GA 30342	
	Phone: 404-502-0427	Email: pmarotte@gmail.com

OWNER	Property owner: Adelita Serna	
	Owner's address: 700 Rankin St. #1912, Atlanta, GA 30308	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process):	
	<i>If the property is under contract, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	Anticipated Application date:
CMI date, time, and location:	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



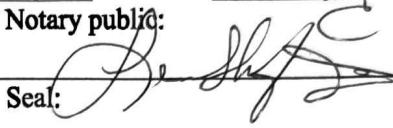
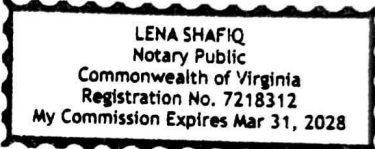

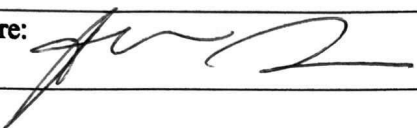




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AUTHORIZATION FORM – PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: <u>Adelita Serena</u>	Sworn and subscribed before me this <u>6</u> th day of <u>February</u> 20 <u>25</u> Notary public:  Seal:  Commission expires: <u>3/31/2028</u>
Address: <u>21 Port of Call</u> <u>MIRAMAR Beach, FL 32550</u>	
City, State, Zip Code: <u>MIRAMAR Beach, FL 32550</u>	
Email address: 	
Phone number:	
Owner's signature: 	

B- If the Applicant is *not* the current owner of the subject property:
Fill out the following section, check the appropriate statement, and have it notarized.

Applicant states under oath that:	
<input type="checkbox"/> He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or <input type="checkbox"/> He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or <input type="checkbox"/> He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this <u> </u> th day of <u> </u> 20 <u> </u> Notary public: Seal: Commission expires:
Company name:	
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Applicant's signature:	



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AUTHORIZATION FORM – PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name:	Sworn and subscribed before me this th day of _____ 20____ Notary public: Seal: Commission expires:
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Owner's signature:	

B- If the Applicant is *not* the current owner of the subject property:

Fill out the following section, check the appropriate statement, and have it notarized.

Applicant states under oath that:	
<input type="checkbox"/> He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or	
<input type="checkbox"/> He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or	
<input type="checkbox"/> He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: PAUL MAROTTE	Sworn and subscribed before me this 5 th day of February 2025 Notary public: <i>Amy Elizabeth Murphy</i> Seal:  Commission expires:
Company name: PALLADIAN LAND, LLC	
Address: 860 JOHNSON FERRY RD # 140-336, SANDY SPRINGS 30342	
City, State, Zip Code:	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Applicant's signature: <i>Paul Marotte</i>	




SANDY SPRINGS
GEORGIA

AUTHORIZATION FORM – PART II

C- If an agent or attorney will represent the owner and/or the Applicant:
Fill out the following section and have it notarized.

Agent's name:	Lauren Powers
Company:	
Address:	1190 Hightower Trail
City, State, Zip Code:	Atlanta, GA 30350
Email address:	
Phone number:	
Agent's signature:	<i>Lauren Powers</i>
Applicant's signature:	<i>Ray Martin</i>

Sworn and subscribed before me this
<i>4th</i> day of <i>February</i> 2025
Notary public:
<i>Bidhan Ch. Sen</i>
Seal:

Commission expires: <i>07/13/2025</i>

LOT PURCHASE AND SALE AGREEMENT

Offer Date: 01/09/2025



2024 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 5375 Northland Drive
City Sandy Springs, County Fulton, Georgia, Zip Code 303421
MLS Number: _____ Tax Parcel I.D. Number: 17 006800030463

b. Legal Description: The legal description of the Property is [select one of the following below]:
 (1) attached as an exhibit hereto;
 (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.
\$1,500,000; or
\$ _____ per acre
based upon a survey performed in accordance with the attached Survey Resolution Exhibit.

3. Closing Costs.
Seller's Contribution at Closing:
\$ 0

4. Closing Date and Possession.
Closing Date shall be See Special Stips _____ with possession of the Property transferred to Buyer at
 upon Closing **OR** _____ days after Closing at _____ o'clock AM **OR** PM (attach F219 Temporary Occupancy Agreement).

5. Closing Law Firm ("Closing Attorney").
Weissman PC - Perimeter Office
Phone Number: 404-926-4990

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)
Weisman PC-Perimeter

7. Earnest Money. Earnest money will be paid to Holder in a method of payment acceptable to the Holder of immediately available funds as follows:
 a. \$ _____ as of the Offer Date.
 b. \$20,000 within 3 days from the Binding Agreement Date.
 c. _____

8. Inspection and Due Diligence.
a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 60 days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay directly to Seller additional option money of \$n/a by check ACH or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller.

9. Brokerage Relationships in this Transaction.
a. Buyer's Broker is Keller Williams Peachtree Road **and is:**
(1) representing Buyer as a client.
(2) working with Buyer as a customer.
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where:
_____ has been assigned to exclusively represent Buyer.
b. Seller's Broker is EXP Realty, LLC **and is:**
(1) representing Seller as a client.
(2) working with Seller as a customer.
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where:
_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:
Seller is a licensed agent in the State of Georgia. Buyer's principal Paul Marotte is a licensed agent in the State of Georgia

10. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____ .m. on the date _____.
Buyer(s) Initials _____ Seller(s) Initials _____

CASE RZ-17-005- COMMUNITY MEETING 1
3/12/2025 AT 6:00 PM
CONGREGATION BETH TEFILLAH
5065 HIGH POINT RD.

Name and Organization	Address	Email Address
KAREN McNulty	5415 Northland Dr	
Susan + David Rosner	5341 Northland Dr	
David Kuziarsky	neighbor	
Mary Ford		
Chris Laird	820 E Powderhorn	
Nancy Harris	5415 Northland Dr Arlington	
KATHLENE Schwesman	5415 Northland Dr	
Billie Barnett	5415 Northland Dr	
Claudia Wyatt	5415 Northland Dr #1	
Mike + Susan Brown	235 Northglenn Ct	
Jennifer Barnes	115 High Point Walk	
Steve Kessinger	5370 High Point Manor	
Anne Henderson	255 Green Hill Rd NE	
Bill Jamon		
MATTI PAINK	900 LANDMARK DR	
JE STANLEY	4659 High Point Rd	
DOUG FALCIELLA	5925 Brookwood	
Steven Robinson	5361 Northland Dr	
Charlie Korte	905 Landmark Dr. N.E	
COLIN HUBBARD	5445 Shiver Summit	
Sue Griffin	150 Franklin Pl.	
Katie Kardian	530 Pine forest	
Mira Liniado	Northway	

Michele McIntosh-Ross

1 Galambos Way

m McIntosh-Ross@sandy Springsga.gov

La Quinta William

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B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

2. Purchase Price of Property to be Paid by Buyer. The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any commission obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. **Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs of the Closing Attorney: (1) to prepare and record title curative documents; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
- c. **Items Paid By Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the Closing Date for eight (8) days upon notice to the other party given prior to or on the date of Closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the Closing Attorney is delayed and cannot fulfill their respective obligations by the date of Closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the Closing Date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the Closing Date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.

5. Closing Law Firm. Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer

6. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Earnest Money.

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written notice of the same to Holder within the above referenced notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.**
- b. Buyer's Right to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions of concern to Buyer that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.qbi.georgia.gov.**
- c. Buyer's Inspection Rights Continue through Closing:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
- d. Buyer's Inspection Indemnification Obligations:** **Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.**

- e. **Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. **Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. **Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.

9. Brokerage Relationships in this Transaction.

- a. **Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
 - (1) **No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
 - (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
 - i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
 - (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
 - (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 - (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - ii. **Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one licensee of Broker is exclusively representing Buyer and another licensee of Broker is exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent the client assigned to the other designated agent in this transaction.
- b. **Brokerage:** Unless otherwise specified herein, the real estate commissions owing to the Seller's Broker and Buyer's Broker, if any, are being paid pursuant to separate brokerage engagement agreements. Buyer and Seller agree that any commissions to be paid to Broker(s) shall be shown on the settlement statement and collected by Closing Attorney as a pre-condition to Buyer and Seller closing of Property so long as the same is permitted by Buyer's mortgage lender, if any. The Closing Attorney is hereby authorized and directed to pay the Broker(s) at Closing, their respective commissions pursuant to written instructions from the Broker(s) at Closing, their respective commissions pursuant to written instructions from the Broker(s). If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.
- c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate, inspect the Property for defects, hazardous conditions, repairs or any other matter or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

- 10. Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall only be effective if the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to Broker in this transaction the commission the Broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Risk of Damage to Property.

Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at Closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. Other Provisions.

- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

- b. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing attorney preparing and distributing an American Land Title Association (“ALTA”) Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers’ affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer’s mortgage lender or the other party.
- e. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay any real estate commission owed by the assignor.
- f. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- g. FIRPTA Affidavit:** Unless Seller is a “foreign person”, as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the Closing Attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a “foreign person”. If Seller is a “foreign person”, additional taxes may need to be withheld at Closing.
- h. GAR Forms:** The Georgia Association of REALTORS®, Inc. (“GAR”) issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- i. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- j. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- k. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
- l. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- m. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, the Amendatory Clause in any FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in another exhibit or a special stipulation.
 - (5) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the “Further Agreement Pertaining to Amendatory Clause” section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.

- n. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- o. **Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; and (8) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- p. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- q. **Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction unless the context would indicate otherwise.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. **Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the lands records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- h. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- i. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- j. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".

6. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE: There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent seller.

8. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):
 a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THEN THE SUM OF \$100; AND**
 b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

9. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Back-up Agreement Contingency Exhibit (F604) "_____"
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "_____"
- Community Association Disclosure Exhibit (F322) "_____"
- Conventional Loan Contingency Exhibit (F404) "_____"
- Legal Description Exhibit (F807 or other) "A"
- Loan Assumption Exhibit (F416) "_____"
- No Financing Contingency Exhibit (F401) "B"
- Sale or Lease of Buyer's Property Contingency Exhibit (F601) "_____"
- Seller's Property Disclosure Statement Exhibit (F302, F307) "_____"
- Survey of Property as Exhibit "_____"
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_____"
- USDA-RD Loan Contingency Exhibit (F413) "_____"
- Other Brokers Compensation Agreement _____
- Other _____
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

- 1. All Parties agree that this is an All Cash Offer with no financing and appraisal contingencies.**
- 2. All Parties agree that this contract is contingent upon the property successfully rezoning to RD 7.5. In the event zoning is not obtained, Buyer may terminate and receive a full refund of earnest money. Buyer shall apply for zoning no later than 60 days after the Binding Agreement Date.**
- 3. The Closing Date shall be no later than 30 days after the Zoning is finalized.**
- 4. All Parties acknowledge that the Listing Agent is the owner of this property and holds a real estate license with the state of GA.**
- 5. All Parties acknowledge that Paul Marotte, a managing member of Palladian Land, LLC, holds a real estate license with the state of GA.**
- 6. Any fees associated with Weisman holding Earnest Money will be paid by seller.**

Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

Palladian Land LLC

dotloop verified
01/13/25 7:52 AM EST
JD49-QURS-LMI6-SUI8

1 Buyer's Signature

Palladian Land, LLC

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

Buyer's Phone Number: Cell Home Work

pmarotte@gmail.com

Buyer's E-mail Address _____

2 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address _____

Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Keller Williams - Atlanta - Peachtree Road

Buyer Brokerage Firm _____

Jennifer Barnes

dotloop verified
01/13/25 3:41 PM EST
65QD-3IAB-E2JC-JDQH

Broker/Affiliated Licensee Signature _____ Date _____

Jennifer Barnes _____ 157557
Print or Type Name _____ GA Real Estate License # _____

404-271-1347
Licensee's Phone Number _____ Fax Number _____

jennifer@barnesyoung.com
Licensee's E-mail Address _____

ARA
REALTOR® Membership _____

804 Town Blvd., Ste A2040, Atlanta, GA 30319
Broker's Address _____

404-419-3500
Broker's Phone Number _____ Fax Number _____

KWPR01 _____ H-44680
MLS Office Code _____ Brokerage Firm License Number _____

Seller Acceptance and Contact Information

AS

dotloop verified
01/17/25 12:24 PM EST
4MO6-D9IP-DNLE-2ANH

1 Seller's Signature

Adelita Serna

Print or Type Name _____ Date _____

Seller's Address for Receiving Notice _____

Seller's Phone Number: Cell Home Work

adelitaserna@me.com

Seller's E-mail Address _____

2 Seller's Signature

Print or Type Name _____ Date _____

Seller's Address for Receiving Notice _____

Seller's Phone Number: Cell Home Work

Seller's E-mail Address _____

Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

EXP Realty, LLC

Seller Brokerage Firm _____

AS

dotloop verified
01/17/25 2:24 PM EST
KBUA-KYRO-Y7XV-OGVJ

Broker/Affiliated Licensee Signature _____ Date _____

Adelita Serna _____ 312138
Print or Type Name _____ GA Real Estate License # _____

770-374-7388
Licensee's Phone Number _____ Fax Number _____

adelitaserna@me.com
Licensee's Email Address _____

REALTOR® Membership _____

1230 Peachtree St NE, Ste 1900, Atlanta, GA 30309
Broker's Address _____

888-959-9461
Broker's Phone Number _____ Fax Number _____

EXPR01 _____ H-65080
MLS Office Code _____ Brokerage Firm License Number _____

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 01/17/2025 and has been filled in by Jennifer Barnes.

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 68 of the 17th District of Fulton County, Georgia, being Lot 3 and Part of Lot 4, being more particularly described as follows:

Beginning at an iron pin on the Northeasterly side of Northland Drive, Two Hundred Fifty Nine and Two Tenths (259.2) feet Southeasterly as measured along the Northeasterly side of Northland Drive, from the point of intersection of the Northeasterly side of Northland Drive and the North line of Land Lot 68; said Point of Beginning also being at the line which divides Lots 2 and 3; thence running Southeasterly along the Northeasterly side of Northland Drive, Two Hundred Twenty One and One Tenth (221.1) feet to an iron pin; thence Northeasterly One Hundred Seventy Three and One Tenths (173.1) feet to an iron pin; thence Easterly Two Hundred Seventy and Six Tenths (270.6) feet to a corner stone on the East line of Land Lot 68, thence Northerly along the East line of said Land Lot 68, One Hundred Forty Three and Seven Tenths (143.7) feet to an iron pin on the line which divides the above mentioned Lots 2 and 3; thence North 88 Degrees 01 Minutes West, along the line which divides said Lots 2 and 3, forming an interior angle of 89 Degrees 45 minutes 40 Seconds with the preceding course, Five Hundred Fifty Eight and Seven Tenths (558.7) feet to an iron pin on the Northeasterly side of Northland Drive and the Point of Beginning; being improved property.

FOR INFORMATIONAL PURPOSES ONLY: Said property being commonly known as 5375 Northland Drive NE, SANDY SPRINGS, GA 30342 according to the present system of numbering properties in Fulton County, Georgia.



NO FINANCING CONTINGENCY

EXHIBIT " B "



2024 Printing

This Exhibit is part of the Agreement with an Offer Date of 01/09/2025 for the purchase and sale of that certain Property known as: 5375 Northland Drive, Sandy Springs, Georgia 303421.

1. Method of Purchase

A. **All Cash Purchase:** Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash". The Buyer has no right to unilaterally extend the Closing Date for eight (8) days for reason of mortgage lender delay. Notwithstanding the above, Buyer shall have the right to extend the Closing Date for eight (8) days if the Closing Attorney is not ready except if the basis for the Closing Attorney not being ready is due to or related to the mortgage lender delay.

OR

B. **Financed Purchase with No Financing Contingency:** Buyer intends to obtain mortgage financing to pay for all or a portion of the sales price of the Property; provided, however, this Agreement shall not be subject to a financing contingency. Even though Buyer is obtaining a mortgage loan, the Buyer has no right to unilaterally extend the Closing Date for eight (8) days for reason of mortgage delay. Notwithstanding the above, Buyer shall have the right to extend the Closing Date for eight (8) days if the Closing Attorney is not ready except if the basis for the Closing Attorney not being ready is due to or related to the mortgage lender delay.

2. **Verification of Funds.** Within _____ days from the Binding Agreement Date, Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail the source of all Buyer's funds necessary to purchase the Property ("Required Information"). The Required Information shall consist of one or more of the following:

A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds in US Dollars of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;

B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds in US Dollars on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.

C. If Option 1(B) is selected above, a loan commitment letter from a mortgage lender.

3. **Authorization and Security.** Buyer does hereby authorize Seller and Seller's Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

4. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement shall or shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(24)) with respect to the Property.

B. **Selection of Appraiser:** The appraiser shall be selected by *[Select one. The sections not selected shall not be a part of this Agreement.]*: Buyer, Seller, OR Other (_____); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

C. Rights of Buyer If Property Does Not Appraise: If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within _____ days from the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Sales Price (F713) ("ATSP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATSP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATSP shall run through the earlier of: (1) three (3) days from the date that the ATSP is delivered to Seller; or (2) the time of Closing (excluding any extensions of the Closing resulting from the unilateral extension of the Closing Date).

If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of Closing.

D. Buyer Not Obligated to Seek Price Reduction: Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Initials: _____


01/13/25
7:52 AM EST
dotloop verified

Seller's Initials: _____


01/17/25
11:56 AM EST
dotloop verified

BUYER'S BROKER COMPENSATION AGREEMENT

Exhibit " C "



2025 Printing

(THIS EXHIBIT SHOULD NOT BE USED IF THE BROKER(S) COMPENSATION AND THE PARTY OR BROKER PAYING IT HAVE ALREADY BEEN AGREED TO IN A SEPARATE WRITTEN AGREEMENT AND IS NOT BEING MODIFIED)

This Exhibit is part of the Agreement with an Offer Date of 01/09/2025 for the purchase and sale of that certain Property known as: 5375 Northland Drive, Sandy Springs, Georgia ("Agreement").

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Compensation Being Offered to Buyer's Broker. The compensation of the undersigned Buyer's Broker for professional brokerage services ("Compensation") provided in the above-referenced transaction is set forth below and shall be paid by the following party or the Broker working with or representing such party:

A. Compensation Shared by Seller's Broker with Buyer's Broker. Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below:

- _____ percent (_____ %) of the sales price;
- \$ _____ ;
- (other) _____

B. Compensation Paid by Seller to Buyer's Broker. The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below:

- Three _____ percent (3 %) of the sales price;
- \$ _____ ;
- (other) _____

2. General.

- A.** Neither Broker shall have a claim for Compensation against the other in the event the closing does not occur.
- B.** Any licensee signing this Buyer's Broker Compensation Agreement ("Compensation Agreement") on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Compensation Agreement.
- C.** Once this Compensation Agreement is signed, it cannot be further modified without the express written consent of the Broker(s) whose Compensation is set forth or shared herein and any such modification shall be null and void without the affected Broker's written consent.
- D.** The Brokers referenced herein are express third-party beneficiaries of this Agreement. The rights to Compensation herein shall survive the Closing, and Brokers shall have all remedies available at law or in equity, in the event Broker is not timely paid.
- E.** If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the Buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

Additional Special Stipulations (F246) are attached.

[SIGNATURES ON FOLLOWING PAGE]

Palladian Land LLC

dotloop verified
01/09/25 3:30 PM EST
OO2Y-JUV8-DM4L-UZIF

1 Buyer's Signature

Date

[Signature box]

2 Buyer's Signature

Date

Additional Signature Page (F267) is attached.

Keller Williams - Atlanta - Peachtree Road
Buyer Brokerage Firm

Jennifer Barnes

dotloop verified
01/09/25 3:24 PM EST
L076-M48S-Q09C-GWZA

Broker Signature (or authorized representative)

Date

Adelita Serna

dotloop verified
01/17/25 11:56 AM EST
HQV9-LMBZ-C59Q-4VR7

1 Seller's Signature

Date

[Signature box]

2 Seller's Signature

Date

Additional Signature Page (F267) is attached.

EXP Realty, LLC
Seller Brokerage Firm

Adelita Serna

dotloop verified
01/17/25 11:56 AM EST
10GB-GEOR-VF05-UDD2

Broker Signature (or authorized representative)

Date



SANDY SPRINGS™

GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? Yes No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more
N/A	N/A	N/A	N/A

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Adelita Serna	
Signature:	Date: 02-06-2025

Note: Each party involved in the Application must sign an individual copy of this form.



SANDY SPRINGS™

GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? Yes No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:
PALLADIAN LAND, LLC PAUL MAROTTE, MANAGER

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: PAUL MAROTTE, MANAGER OF PALLADIAN LAND, LLC
Signature: <i>Paul Marotte</i> Date: 2/5/25

Note: Each party involved in the Application must sign an individual copy of this form.



SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT

Planning Commission Meeting, July 16, 2025

Case: **U-25-1 – 8721 Roswell Road**
Staff Contact: LaQuita Williams(lwilliams@sandyspringsga.gov)
Report Date: July 9, 2025

REQUEST
Request for a Conditional Use Permit to allow a drive through facility in the CX-3 zoning district

APPLICANT		
Property Owner:	Petitioner:	Representative:
MTO RE Sandy Springs Roswell Rd LLC	Dale Friedly	Dale Friedly

SUMMARY
The Applicant requests a Conditional Use Permit to allow for a drive through facility in the CX-3 zoning district.

RECOMMENDATION
Department of Community Development
Staff recommends Approval with Conditions of Conditional Use Permit U-25-1.

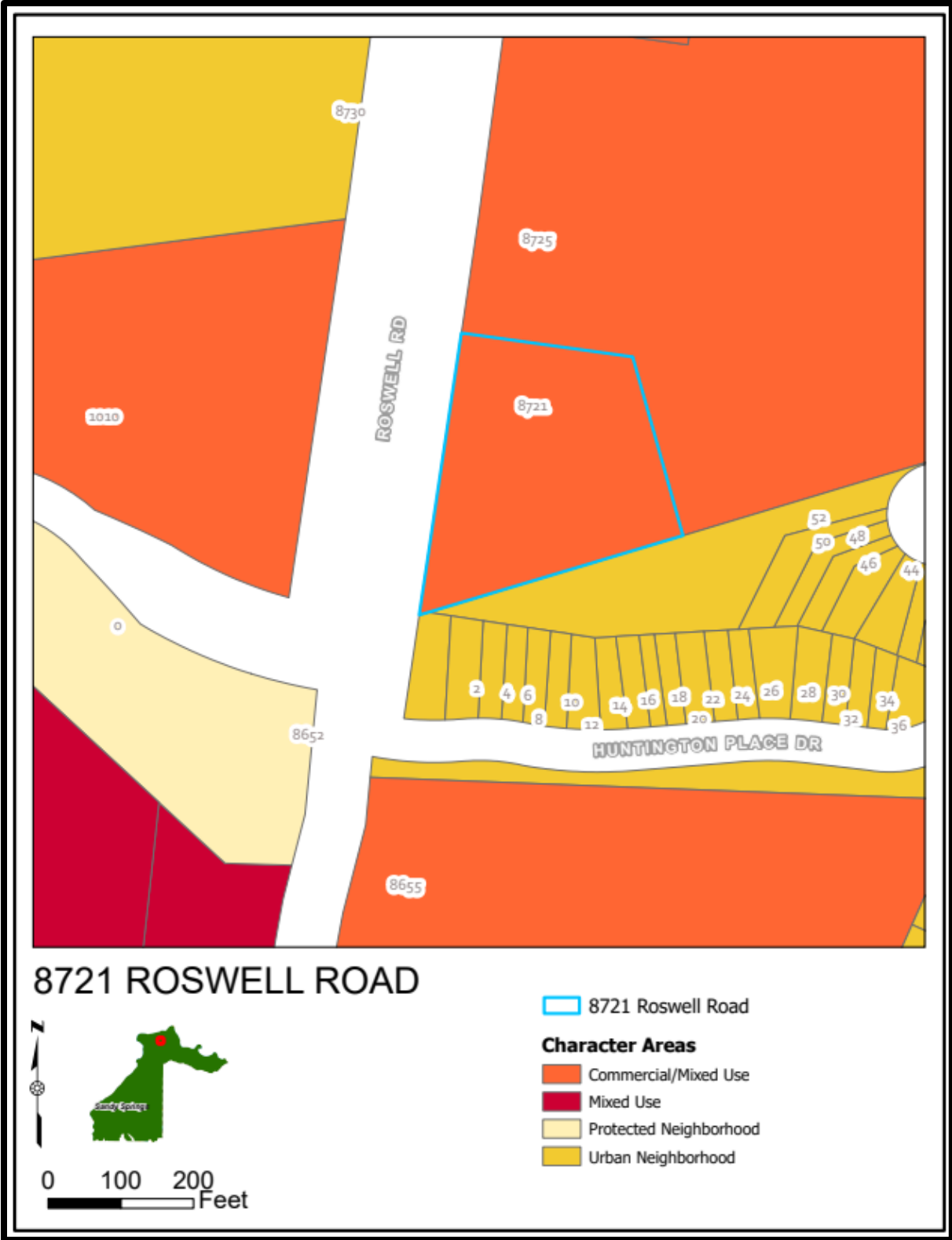
MATERIALS SUBMITTED AND REVIEWED
Materials:
1. Application, received April 1, 2025
2. Stormwater Management Concept, prepared by Travis Pruitt & Associates, received June 16, 2025
3. Traffic Impact Study, prepared by Travis Pruitt & Associates, received June 10, 2025
Plans:
1. "24-2411 ALTA Survey 11x17.pdf" prepared by Eric M. Hammer received April 1, 2025
2. "240583PN-Site Plan.pdf" prepared by Travis Pruitt & Associates and received on April 1, 2025
3. "240583PN-Landscape Plan.pdf" prepared by Travis Pruitt & Associates and received on June 16, 2025
4. "240583PN-Grading Plan.pdf" prepared by Travis Pruitt & Associates and received on June 16, 2025

PROPERTY INFORMATION	
Location:	8721 Roswell Road (Parcel # 06 0368 LL0814)
Council District:	1 – John Paulson
Road frontage:	Approximately 324 feet of frontage on Roswell Road
Acreage:	Approximately 1.36 acres
Current Zoning: Existing Land Use:	CX-3 (Commercial Mixed Use – 3 stories maximum) Former Bank (existing vacant building)
Previous Zoning Case/Cases:	ZM09-005, CV09-009, M09-005, M1996-012, M1994-068 (Withdrawn), R1991-035 (Withdrawn)
Character Area:	Urban Neighborhood

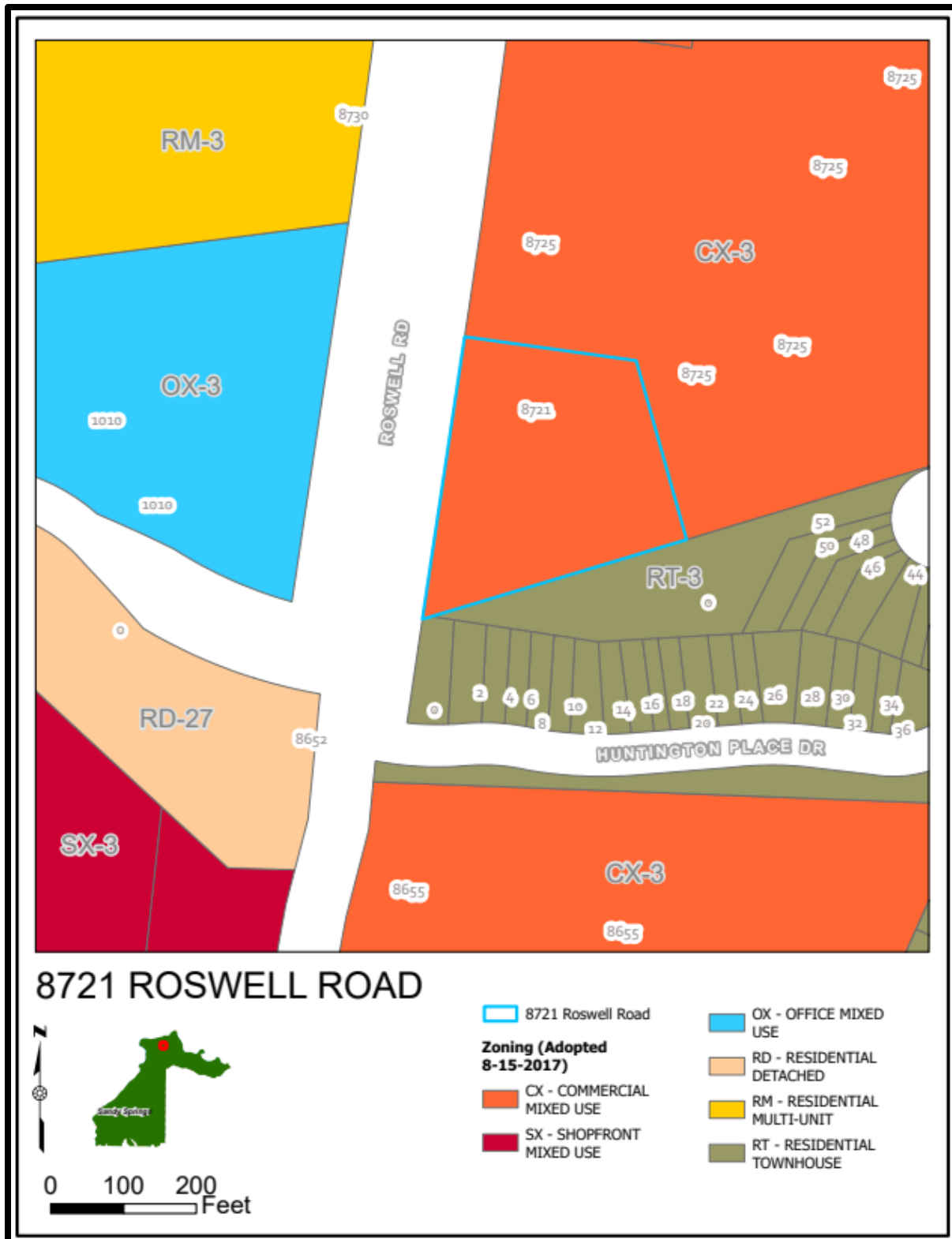
PROCESS				
First Community Meeting: March 25, 2025	Second Community Meeting: April 28, 2025	Third Community Meeting: May 19, 2025	Planning Commission Hearing: July 16, 2025	Mayor and City Council Hearing: August 19, 2025

CHARACTER AREA MAP

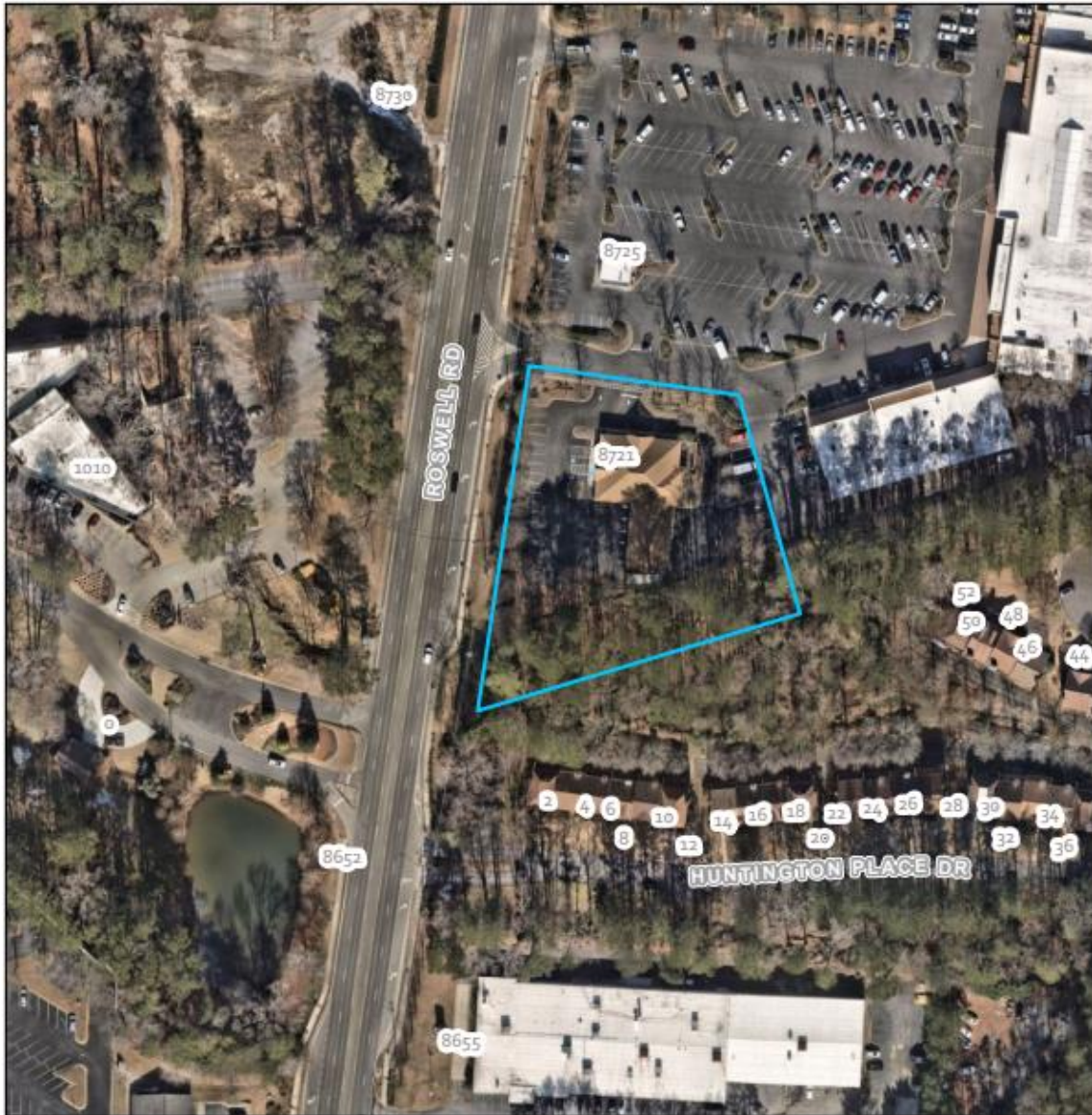
EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	CX-3 (Commercial Mixed Use) Retail Shopping Center	8725 Roswell Road	11.73 acres
South	RT-3 (Residential Townhouse) Single Unit Attached	Huntington Place Community	Varies
West	OX-3 (Office Mixed Use) Office Building	1010 Huntcliff Trace	3.41 acres
PROPOSED DEVELOPMENT			
--	CX-3 (Commercial Mixed Use)	8721 Roswell Road, outparcel in Dunwoody Place Shopping Center	1.36 acres



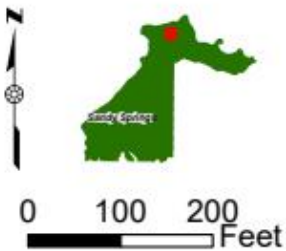
ZONING MAP



AERIAL IMAGE

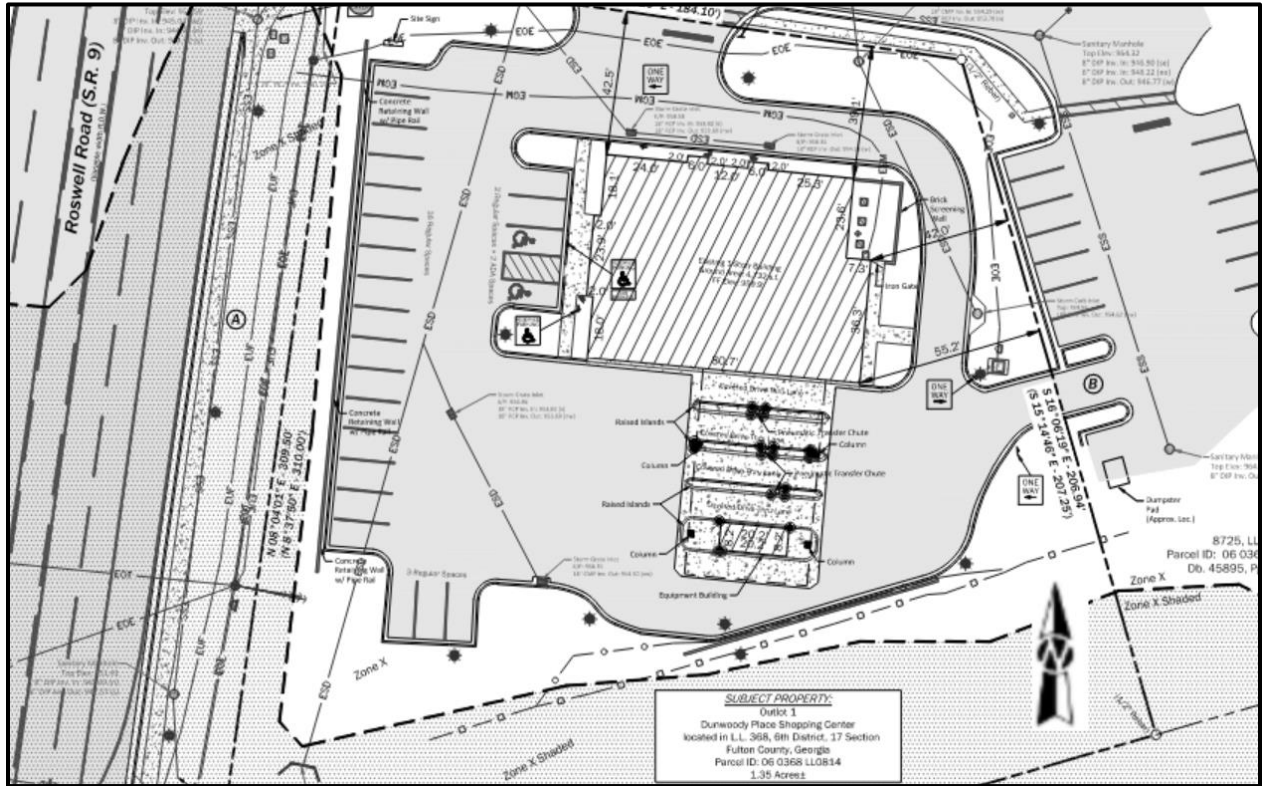


8721 ROSWELL ROAD



8721 Roswell Road

SURVEY (received July 11, 2023) (full size Site Plan in Package)



EXISTING DEVELOPMENT

The 1.36-acre site is zoned CX-3 (Commercial Mixed Use – 3 stories maximum) originally was a Wells Fargo branch bank built in 1995; per the Fulton County tax assessors. The property at 8721 Roswell Road is an outparcel of Dunwoody Place shopping center, with a Publix grocery store as the anchor, between Roswell Road and Dunwoody Place. The site currently consists of a vacant branch bank with a drive through. To the north of the property is a retail shopping center. To the west of the property is the Avila Real Estate office buildings. To the south is the Residential Townhouse subdivision, Huntington Place Community.



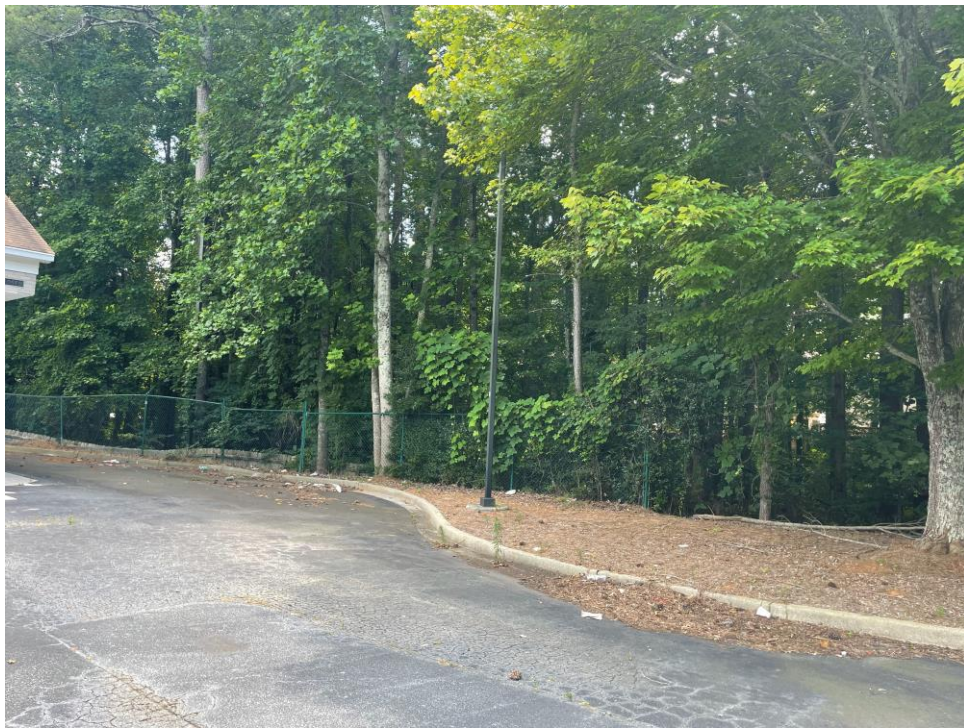
View of existing building standing on Roswell Road looking east



Front (East) view of drive through facility facing Roswell Road



View of parking lot in front of bank – Roswell Rd is to your right



View facing North showing existing buffer at property line. The residential townhomes, Huntington Place Community, is on the other side of the buffer.

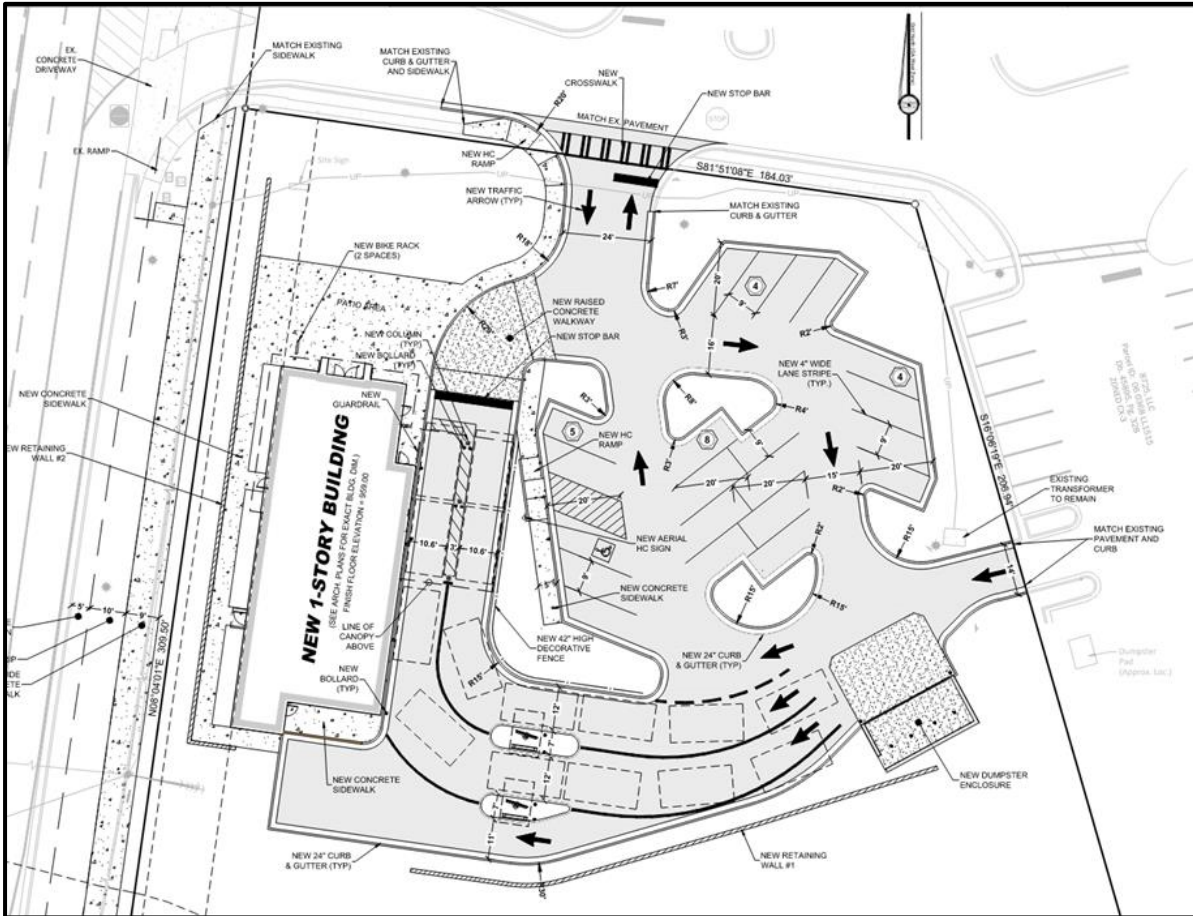


View facing West showing rear of bank



View of existing building and parking lot facing South

SITE PLAN (received April 1, 2025) (full size Site Plan in Package)



PROPOSED DEVELOPMENT

The proposed development involves demolishing the existing vacant structure and drive-through facility and building a new restaurant structure (Whataburger) that would include an outdoor patio seating area, drive-through facilities, and a 9-foot-wide sidewalk. The proposed 1-story standalone, Whataburger, will have a footprint of 3,287 square feet and will be relocated closer to Roswell Road in accordance with the current City Development Code. The proposal seeks to route the drive-through around the back of the building, away from Roswell Road. The parking lot will have a total of 20 parking spaces, including the required ADA spaces, a dumpster enclosure, and the associated landscaping and hardscape amenities.



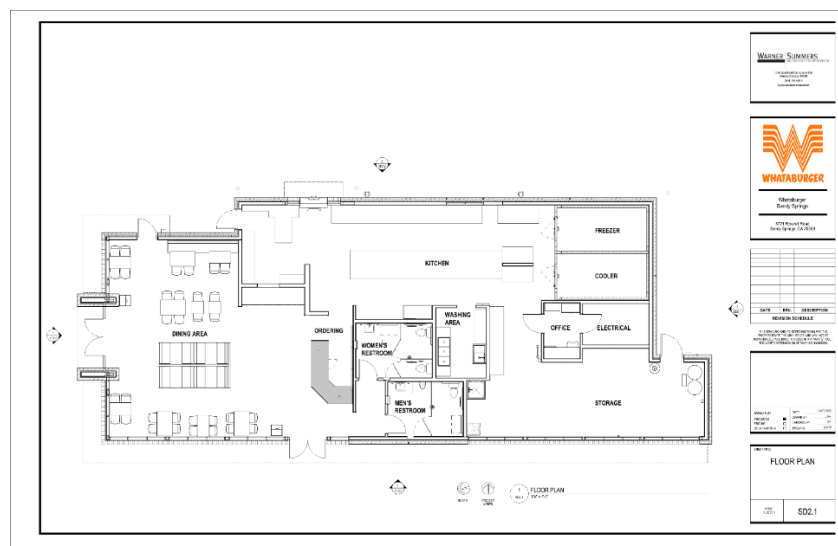
Exterior Perspective



South Elevation



View from Roswell Road



Proposed Floor Plan

CONDITIONAL USE PERMIT CONSIDERATIONS

Per Sec. 11.3.6.D. of the Development Code, the following list of approval criteria for a Conditional Use Permit provides guidance for making decisions on approval:

1. The use is allowed as a conditional use in the respective zoning district (See Div. 7).

Finding: The proposed use as a fast service restaurant is allowed by right in the CX-3 (Commercial Mixed Use) zoning district. The use of the drive-through facility is allowed via a Conditional Use Permit in the CX-3 zoning district.

2. The use complies with the applicable specific use standard listed in Article 7 without the granting of any Variance.

Finding: The use and proposed site amendments would not require any variances based on the information provided. A restaurant and its accessory site apparatus is defined as, “A facility at which the customer is served while sitting in a vehicle, typically associated with drive-through restaurants, banks and pharmacies,” and has the following “Basic Use Standards”:

a. No buildings and use areas/structures other than parking and pedestrian walkways may be located within 100 feet of any Protected Neighborhood district used for residential purposes.

The proposed drive-through restaurant is not located within 100 feet of any Protected Neighborhood district.

b. No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential purposes.

The proposed drive-through restaurant’s parking and pedestrian walkways are not located within 50 feet of any Protected Neighborhood district.

c. Any associated private schools, recreational fields or other uses requiring a conditional use permit as a stand-alone use in that zoning district are allowed only under a separately approved conditional use permit for each use.

This condition is not applicable. The presented plan excludes any proposal for a private school, recreational field, or other use requiring a separate conditional use permit.

d. The maximum lot coverage and maximum building height beyond those of the underlying zoning district are determined through the Conditional Use Permit process.

The applicants are not proposing to decrease or increase the lot coverage or height of the building, maintaining its compliance with the Development Code. It is staff’s assessment that no proposed or existing structure exceeds the zoning district’s maximum height allowance. No exceptional building height allowance is needed as a part of this request. The lot coverage as proposed would not be outside the normal district maximum of 85%.

3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Finding: The proposed use is compatible with adjacent uses. The neighboring parcel to the north is zoned CX-3 and is developed with a retail shopping center, and the proposed restaurant with a drive-through, is a permitted use under “Commercial Mixed” zoning district. The parcel to the west across Roswell Road, is developed as an office building for Avila Real Estate. The parcel to the south is Huntington Place Community, zoned RT-3, an Urban Neighborhood zoning district. Overall, the

proposed accessory structures and principal use are compatible with adjacent uses in terms of scale, intensity, and operating characteristics, except the hours of operations will be 24hours.

4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

Finding: There are no known adverse impacts that will result from the proposed site improvements in the area. Additionally, site improvements create a useable quasi-public amenity that the neighboring communities could benefit from aesthetically. The amenities will include a bike rack, outdoor patio, and the pedestrian crossing from the parking area to the restaurant dining space will be a raised crossing with a stamped concrete design.

5. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

Finding: The City and other service providers will be able to provide sufficient public services to the site, as proposed increases in services should be negligible.

Note: North End Redevelopment Plan was adopted in 2021 with the following Vision Statement and list of Community Priorities related to the redevelopment of underutilized shopping centers. The shopping centers that were chosen to be example sites for redevelopment scenarios did not include the Dunwoody Place shopping center (subject site).

Vision Statement: The North End of Sandy Springs will redevelop in a way that fulfills existing and future demand for housing, commercial space, and amenities that can attract a variety of residents and patrons from all backgrounds and lifestyles.

Community Priorities:

- 1. Create mixed use developments with quality retail and grocery stores*
- 2. Add green spaces, parks, and usable open space, particularly with connections to the Chattahoochee River*
- 3. Offer a mix of housing options affordable to different income levels – more than townhouses and apartments – and balance ownership units and rental unites*
- 4. Increase walkability and connectivity*

The Plan included some goals which support this redevelopment

From Goal 2: Provide a mix of retail and dining options that reach a variety of needs and income levels.

Establish an identity for the North End through quality landscaping, streetscapes, wayfinding, and building design.

From Goal 3: Include usable green spaces and plazas in mixed-use developments

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works & Transportation:

Provide mitigation to prevent Left turning movements from Roswell Road southbound into the project site and prevent left turn movements from the site southbound onto Roswell Road. While there is a channelizing island currently, it has been found by City Public Works to be ineffective in preventing these movements. Developer shall provide mitigation acceptable to the City Engineer to significantly reduce these dangerous traffic movements. They need to show on the Site Plan a total of 10 stacking spaces per lane. If they cannot show 10 on the site plan, provide study data based on observations from a minimum of three other Whataburger facilities in similar locations showing that they do not achieve a total of 10 per lane during peak hour.

Sandy Springs Transportation Engineer:

Sandy Springs City Engineer:

Developer shall provide dual ingress lanes on the eastern access point, if an agreement for such is possible with the shopping center owner. The right-hand lane shall also provide site access for on-site parking facilities.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

- 1) The landscape plan includes 'Concorde' bayberry, which is an invasive species. Please select alternate species and avoid invasive plant species listed on <https://invasivespeciescouncil.org/list/invasive-plants/>.
- 2) Show all Boundary Trees on the plan that are 10" DBH or larger that may be impacted by the project and assess impacts to the trees per Division 9.3 of the Sandy Springs Development Code.
- 3) The property will be required to meet the 40% canopy coverage requirement. The current landscape plan shows that the required canopy coverage is 19,750 sf, which is incorrect. The required canopy coverage is 23,522 sf (1.35 ac / 58,806 sf x 0.4). Please show compliance with the canopy requirement.

Sandy Springs Land Development:

Applicant will be required to obtain all necessary permits for this project.

Sandy Springs Sustainability Comments:

Developer shall provide acceptable Green Infrastructure or Low Impact Development Practices to the maximum extent feasible based on infiltration testing and Development Code requirements as part of the Land Disturbance Permitting process.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Fulton County Schools:

Not Applicable

Fulton County Public Services and Utilities:

Not Applicable

PUBLIC PARTICIPATION

Community Meeting I

There were 6 attendees at the first Community Meeting (CMI) on March 25, 2025. Attendees including staff, the applicants and members of the Sandy Springs Council of Neighborhoods and the Huntcliff Homeowners Association. Topics that were discussed included the North End Redevelopment Plan, build-to-zones, unhoused population and public amenities.

Community Meeting II

There were four attendees at the second Community Meeting (CMII) on April 28, 2025. Attendees including staff, the applicants and a member of the Huntington Place Community. Topics that were discussed included hours of operation, unhoused population and the principal use.

Community Meeting III

There were 12 attendees at the third Community Meeting (CMIII) on May 19, 2025. Attendees including staff, the applicants and members of the Huntcliff community. Topics that were discussed included principal use, hours of operations and public amenities.

Correspondence Received

As of July 11, 2025, one comment in opposition, one comment in support and one comment is neutral.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval of Conditional Use Permit U-25-1**, request for a Conditional Use Permit to allow for a drive-through facility in the CX-3 zoning district, subject to the following conditions:

1. Hours of operations will be restricted to the following: Sunday – Wednesday 5AM-12AM and Thursday to Saturday 5AM-2AM;
2. Must satisfy the code sec. 8.2.9. – stacking requirement of 10 stacking spaces per lane and 7 stacking spaces per lane before order station; and
3. That construction be similar to the provided site plan submitted on April 1, 2025; and must apply the site edits offered by city staff during permitting.



Special Photos — Casey Ford



Georgia Ensemble Theatre presents 'A Midsummer Night's Dream'

As the closing production of its 2024-2025 season, the Georgia Ensemble Theatre presents Shakespeare's "A Midsummer Night's Dream," running through June 29 at Act3 Playhouse

in Sandy Springs.

The theater company's rendition of the Shakespearean classic features a cast of professional Atlanta actors and student actors ranging from 10 to 19. Its closing weekend is

this Friday, June 27 at 7:30 p.m., Saturday, June 29 at 2:30 and 7:30 p.m. and Sunday, June 29 at 2:30 p.m. Tickets are \$30.

For more information, visit the Georgia Ensemble Theatre's website.

COMING SOON



SANDY SPRINGS NOTICE OF CONDITIONAL USE PERMIT

Petition Number: U-25-1
 Petitioner: Dale Friedly, AIA
 Property Location: 8721 Roswell Road
 Request: Request for a Conditional Use Permit to allow for a drive through facility in the CX-3 zoning district.
 Public Hearing: Planning Commission
 July 16, 2025 at 6:00 p.m.
 Location: Sandy Springs City Hall
 1 Galambos Way
 Sandy Springs, GA 30328
 770-730-5600
 Virtual Option: The meeting will be live-stream at www.sandyspringsga.gov/stream
 For instructions on how to provide public comment during the Public Hearing, please visit <http://spr.gs/publiccomment>.

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ANOTHER ACTIVE



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March 25, 2025

Sandy Springs
Community Development Department
1 Galambos Way
Sandy Springs, GA 30328

RE: Whataburger Sandy Springs
Conditional Use Permit
Case U-25-1
Project No. 24078
Letter of Intent

Matthew-

This letter serves as our request for a Conditional Use Permit (Case U-25-1) to allow a Drive-Through for the proposed Whataburger restaurant to be located at 8721 Roswell Rd, Sandy Springs, GA 30350.

The property carries a CX-3 Zoning designation which includes Restaurants as an allowable use but also requires a Conditional User Permit for the Drive-Through.

The project will include a single-story 3,287 SF building, a 20-space parking lot (including required ADA space(s)), a dumpster enclosure, and the associated landscaping and hardscape amenities.

There are no residential units associated with this project.

The restaurant is open 24 hours a day, 7 days a week, 364 days a year while being closed on Christmas Day. The number of employees working each shift will vary depending on the time of day and anticipated volume of customers. An average shift will include fifteen employees.

We appreciate your assistance in our pursuit of the Conditional Use Permit for the Drive-Through. Please let us know if you need any additional information.

Sincerely,

Warner Summers Inc.



Dale Friedly, AIA
Associate / Sr. Project Architect

Case U-25-1 Conditional Use Permit
Community Meeting I
03/25/2025
Meeting Notes

Attendees

1. LaQuita Williams, City of Sandy Springs, 1 Galambos Way, lwilliams@sandyspringsga.gov
2. Ian Samuels, City of Sandy Springs, 1 Galambos Way, isamuels@sandyspringsga.gov
3. M. McIntosh, City of Sandy Springs, 1 Galambos Way, mmcintosh@sandyspringsga.gov
4. Ronda Smith-Sandy Springs Council of Neighborhoods, president@sandyspringscouncil.org
5. Craig Gilchrist-Huntcliff HOA, gilchrist1505@gmail.com
6. Katherine (online)
7. Adrienne (online)
8. Joe DiPalma (online)
9. Harrison Parker, MTO RE Sandy Springs Roswell Rd, LLC, 3230 Camp Bowie Blvd, Suite 800, Forth Worth, TX 76107, harrisonp@mtoh.com
10. Josh Hendon, Warner Summers Inc., 1550 Southland Circle NW, Suite 100, Atlanta, GA 30318, jhendon@warnersummers.com
11. Dale Friedly, Warner Summers Inc., 1550 Southland Circle NW, Suite 100, Atlanta, GA 30318, dfriedly@warnersummers.com

Project Conditional Use Summary

Whataburger has purchased the vacant Wells Fargo Bank site located at 8721 Roswell Rd, an outparcel of the Publix shopping center.

The property is zoned as CX-3 Commercial Mixed Use

- Restaurants are an allowable use under CX-3
- No issues or variances required
- Drive-thru is also allowable under CX-3 provided that we obtain a Conditional Use Permit

The vacant Wells Fargo building will be demolished.

- We would like to re-use, but the building is really too large for the Whataburger operation.

Nearby businesses with drive-thru's include the following:

- Smoothie King, Starbucks, McDonalds, Chipotle

Simplified Conceptual Site Plan

- Locating the building 20' from the property line as required by City of Sandy Springs.
- At the street, we are preserving a 5' bike lane, maintaining a 10' landscape strip, and adding a new 9' wide sidewalk.
- We are adding an outdoor patio seating area

- The Drive-Thru is located on the opposite side of the building away from the street.
- We are preserving as many existing trees as possible and planting new where required.
- We are establishing a one-way traffic pattern on site to allow for on-site drive-thru stacking space.

Floor Plan

- The Dining area will be enclosed by glass.
- The Drive-thru is located away from the streetscape.

Perspective Views, Front and Back Views of the building, and Street and Drive-Thru views of the building were also presented.

Meeting Discussion Notes

Katherine (online):

Is a traffic study required?

- Answer: Yes, it will be completed as part of the CUP process

What are the operational hours?

- Answer: The operating hours are 24-hours per day, seven days per week, 364 days per year. They are closed on Christmas Day.

What are the crime statistics for a 24-hour quick service restaurant?

- Answer: The crime statistics for this type of 24-hour establishment are unknown. We will reach out to the Sandy Springs Police Department for that information.

You will have to get approval and a land disturbance permit.

- Answer: This will be completed as part of the permitting process.

There is a concern with traffic backing up with people making a left.

- Answer (not discussed): Left turns are prohibited at the nearest entrance to the retail development. The entrance to the Whataburger property does not have direct access to Roswell Road. There are no turn restrictions on the Whataburger property entrance.

Adrienne (online);

When will construction be completed?

- Answer: If all goes well with the CUP and permitting process, we anticipate starting construction in August. We plan to be open for business in the first quarter of 2026 (January or February).

Are we aware there is a homeless element in the neighboring woods? (Clarified they are just pointing it out).

- Answer: We have seen evidence of homeless activity near the existing building. We plan to treat them with respect that all individuals deserve. If their behavior becomes disruptive to our customers, we would work with the Sandy Springs police to address the issue as compassionately as possible.

Are we aware there were multiple accidents when the bank was open? A Whataburger would have more traffic.

- Answer: Left turns are illegal at the nearest entrance to the development. We will provide plenty of signage. There is a future redevelopment of Roswell Road that should provide red lights.

Ronda Smith (in-person attendee):

Is the land purchase conditional on getting the CUP approved?

- Answer: No, the property has already been purchased.

Are we aware of the North End Revitalization plan?

- Answer: We were not aware of that initiative, but we will familiarize ourselves with it.

Is this really the best use for this site? (relating to the North End Revitalization Plan referenced above).

- Answer: Our client has purchased the land with the intent to build a Whataburger restaurant. We are here to discuss the Conditional Use Permit for the Drive-Thru.

Stated that the Kennesaw store was an issue when it opened.

- Answer: The Kennesaw location is a Corporate store. This store will be operated by Made To Order Holdings which is a local franchisee. As a local franchisee, we want to be a part of the community. We will hire off-duty police officers direct traffic during the initial opening time frame and beyond, if necessary. The Kennesaw location was the first Whataburger location to open in Georgia. It had a lot of publicity and a lot of traffic. As a local Franchisee, we have opened ten stores so far, and none of them have had the same traffic issues that happened at the Kennesaw location.

Craig Gilchrist (in-person attendee)

State this area is part of Phase Two of the Revitalization Plan.

Stated there isn't a protected left out of that shopping center.

- Answer (not discussed): The entrance to the Whataburger property occurs within the retail development, not directly from Roswell Rd. We agree that left turns (legal and otherwise) are an issue, but we have no control over access from Roswell Road.

End of Community Meeting I Notes

March 31, 2025

Sandy Springs
Community Development Department
1 Galambos Way
Sandy Springs, GA 30328

RE: Whataburger Sandy Springs
8721 Roswell Rd
Sandy Springs, GA 30350
Conditional Use Permit
Case U-25-1
Project No. 24078
Conditional Use Analysis

Matthew-

This letter serves as our Conditional Use Analysis with respect to criteria listed in Sec. 11.3.6 of the Sandy Springs Development Code for the project referenced above.

The 8721 Roswell Rd property carries a CX-3 Zoning designation which includes Restaurants as permitted use but also requires a Conditional User Permit for the Drive-Through as described in the Sandy Springs Development Code Div. 7.2 – Allowed Use Table, Commercial Uses and Accessory Uses.

The proposed Drive-Through complies with the requirements of Sec. 7.8.4 – Drive-Through Facility:

- Customers will be served while sitting in a vehicle associated with a drive-through restaurant.
- The drive-through window, lanes, and order kiosks will not be located within 50 feet of a Protected Neighborhood or Urban Neighborhood District.
- All drive-through elements will be located on the rear side of the building (away from Roswell Rd) and will not be placed between the street and the associated Whataburger building.
- Stacking space for 7-10 cars minimum for the drive-through lanes will be located on the Whataburger property.
- The pedestrian crossing from the parking area to the restaurant dining space will be a raised crossing with a stamped concrete design. General pedestrian paths will be via sidewalks.
- No additional variances are required for this project.

The proposed single-story Whataburger restaurant and drive-through is similar to other businesses within the Dunwoody Place retail development. Similar businesses with drive-throughs in the Dunwoody Place development are:

- Smoothie King
- Starbucks
- McDonalds
- Chipotle

Any significant adverse impacts resulting from the proposed Drive-Through will be mitigated or offset by the redevelopment of the property. The proposed redevelopment will demolish the vacated branch bank and locate the proposed Whataburger restaurant closer to Roswell Rd according to the current Sandy Springs Development Code requirements. The 24 / 7 operating hours will bring a presence to the property that does not currently exist. In addition, the Whataburger will be operated by the local franchisee, Made to Order Holdings rather than by Whataburger Corporate. MTOH intends to be an active part of the community and provide as many as 100 jobs.

Whataburger Sandy Springs
8721 Roswell Rd
Conditional Use Permit
Case U-25-1
Conditional Use Analysis
Page 2 of 2

The project site is being redeveloped in a way that will allow the City and other service providers to provide sufficient public facilities and services. Sufficient measures addressing wastewater treatment, water supply, and stormwater are part of the redevelopment design. The proposed Drive-Through will have no impact on schools, recreation facilities, police, fire, emergency medical services or services to the existing Dunwoody Place development.

We appreciate your assistance in our pursuit of the Conditional Use Permit for the Drive-Through. Please let us know if you need any additional information.

Sincerely,

Warner Summers Inc.



Dale Friedly, AIA
Associate / Sr. Project Architect

Legal Description

8721 Roswell Rd, Sandy Springs, GA 30350

Outlot 1, Dunwoody Place Shopping Center

LAND DESCRIPTION PER TITLE COMMITMENT and SURVEY

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 368 of the 6th District, 17th Section of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Dunwoody Place (a variable right-of-way) and the easterly right-of-way of Roswell Road (a variable right-of-way); thence run south along the easterly right-of-way of Roswell Road a distance of 1270.00 feet to a point, such point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way run South 81° 02' 10" East a distance of 184.10 feet to a point; thence run South 15° 14' 46" East a distance of 207.25 feet to a point; thence run South 74° 43' 14" West a distance of 295.00 feet to a point on the easterly right-of-way line of Roswell Road; thence along said right-of-way run North 08° 37' 50" East a distance of 310.00 feet to a point and the TRUE POINT OF BEGINNING, according to a plat of survey prepared by Stan Steele, Georgia Registered Land Surveyor No. 2615, of Walden, Ashworth & Associates, be., dated October 7, 1994 and being shown as 1.36 acres of land according to said plat of survey



SANDY SPRINGS
COMMUNITY DEVELOPMENT

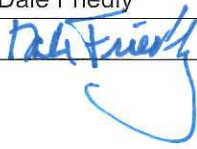
DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? Yes No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:
MTO RE Sandy Springs Roswell Rd, LLC

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Dale Friedly
Signature:  Date: 3-31-2025

Note: Each party involved in the Application must sign an individual copy of this form.



SANDY SPRINGS
COMMUNITY DEVELOPMENT

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? Yes No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:
MOT RE Sandy Springs Roswell Rd, LLC

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: <i>Harrison Parker</i>	Date: <i>3/31/2025</i>
Signature: <i>[Handwritten Signature]</i>	

Note: Each party involved in the Application must sign an individual copy of this form.



SANDY SPRINGS
COMMUNITY DEVELOPMENT

AUTHORIZATION FORM – PART II

B- If an agent or attorney will represent the owner and/or the Applicant:
Fill out the following section and have it notarized.

Agent's name: Dale Friedly
Company: Warner Summers Inc.
Address: 1550 Southland Circle NW, Suite 100
City, State, Zip Code: Atlanta, GA 30318
Email address: dfriedly@warnersummers.com
Phone number: 404-351-6075 ext 139
Agent's signature: <i>Dale Friedly</i> 3-31-2025
Applicant's signature: <i>Dale Friedly</i> 3-31-2025

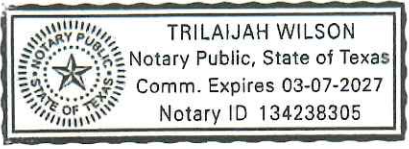
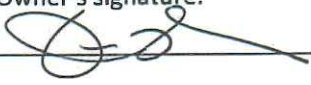
Sworn and subscribed before me this 31 st day of March 20 25
Notary public: <i>Kristi L Mundt</i>
Seal:
Commission expires: 10-30-25






SANDY SPRINGS
COMMUNITY DEVELOPMENT

AUTHORIZATION FORM – PART I

The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: MTO RE Sandy Springs Roswell Rd, LLC	Sworn and subscribed before me this 5 th day of <u>March</u> 20 <u>25</u> Notary public: Seal:  Commission expires:
Address: 3230 Camp Bowie Blvd, Suite 800	
City, State, Zip Code: Fort Worth, Texas 76107	
Email address: harrisonp@mtoh.com	
Phone number: [REDACTED]	
Owner's signature: 	

A- If the Applicant is *not* the owner of the subject property:
Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
<input checked="" type="checkbox"/> He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or <input type="checkbox"/> He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or <input type="checkbox"/> He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: Dale Friedly	Sworn and subscribed before me this 31 st day of <u>March</u> 20 <u>25</u> Notary public:  Seal:  Commission expires:
Company name: Warner Summers Inc.	
Address: 1550 Southland Circle NW, Suite 100	
City, State, Zip Code: Atlanta, GA 30318	
Email address: dfriedly@warnersummers.com	
Phone number: [REDACTED]	
Applicant's signature:  3-31-2025	



WARNER SUMMERS
ARCHITECTURE & INTERIOR DESIGN

1550 Southland Circle, Suite 100
Atlanta, Georgia 30318
(404) 351-6075
www.warnersummers.com



Whataburger
Sandy Springs

8721 Roswell Road
Sandy Springs, GA 30350

DATE	REV.	DESCRIPTION

THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTIES OF THE ARCHITECTS AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF WARNER SUMMERS.

ISSUED FOR	DATE	1 APR 2025
PROGRESS	DRAWN BY	JAH
PRICING	CHECKED BY	DF
CONSTRUCTION	PROJ NO	24078

SHEET TITLE

EXTERIOR PERSPECTIVE

SHEET NUMBER

SD3.0

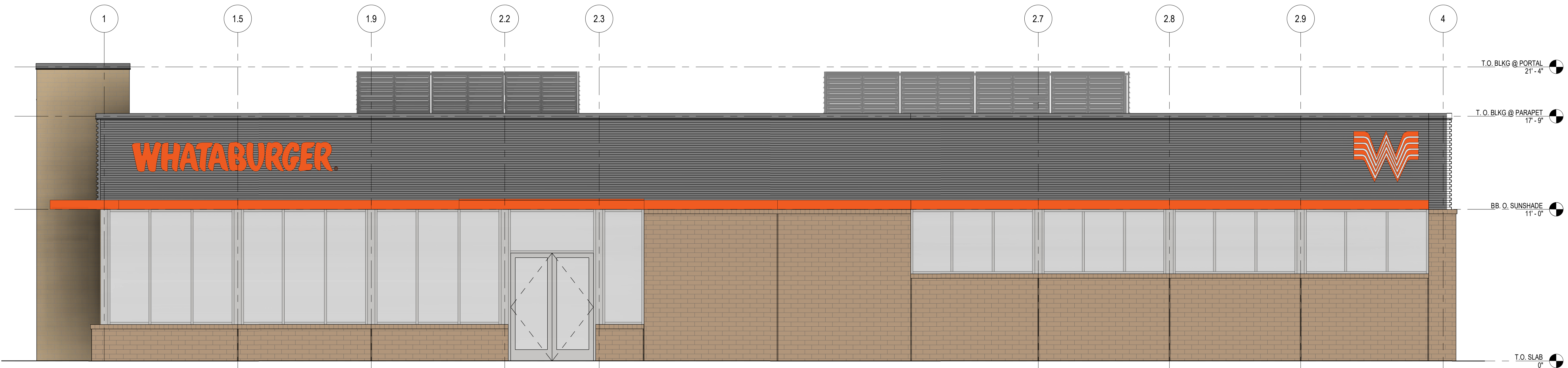


Whataburger
Sandy Springs

8721 Roswell Road
Sandy Springs, GA 30350



2 WEST ELEVATION
1/4" = 1'-0"



1 EAST ELEVATION
1/4" = 1'-0"

DATE	REV.	DESCRIPTION
REVISION SCHEDULE		

THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTIES OF THE ARCHITECTS AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF WARNER SUMMERS.

ISSUED FOR	DATE	1 APR 2025
PROGRESS	DRAWN BY	JAH
PRICING	CHECKED BY	DF
CONSTRUCTION	PROJ NO	24078

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
SD3.2

Commencement Point
Intersection of Southerly R.O.W.
Dunwoody Place with the
Easterly R.O.W. of Roswell Road

Dunwoody Place
(R.O.W. varies)

(1270.00)

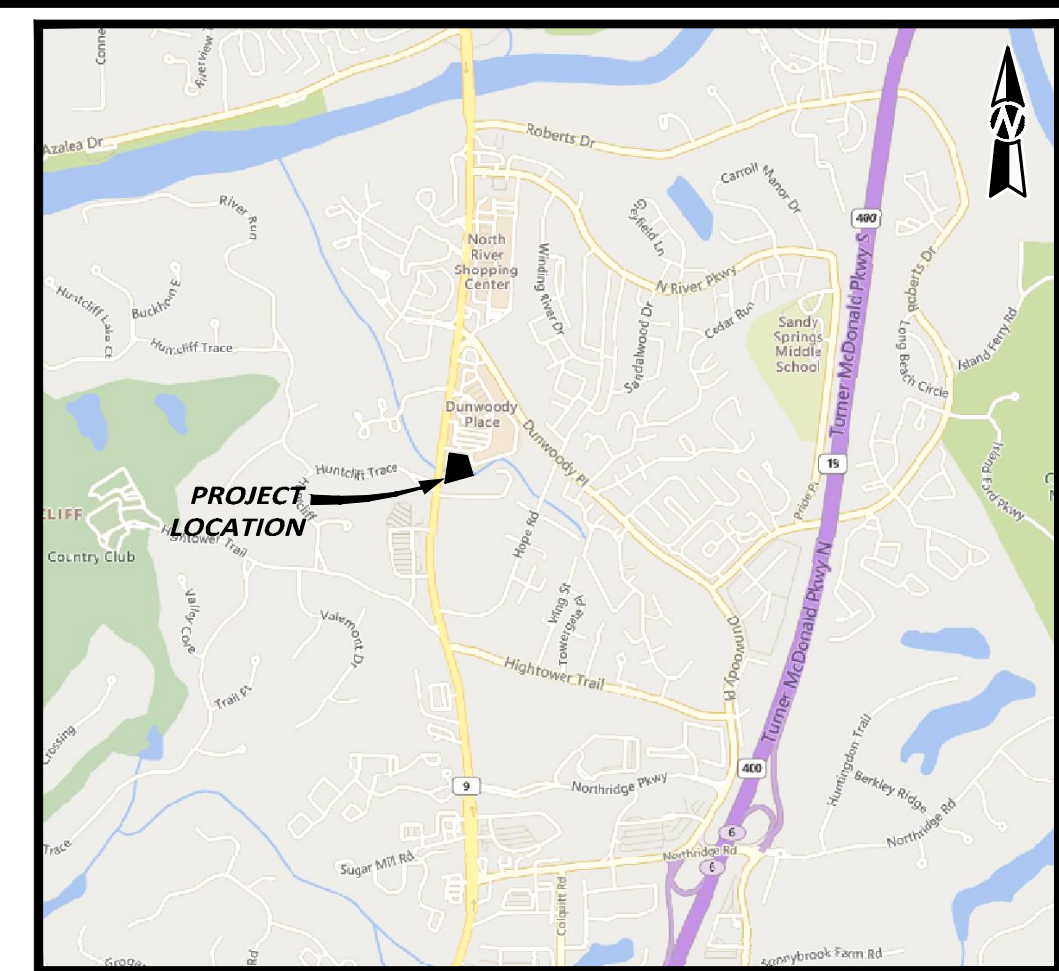
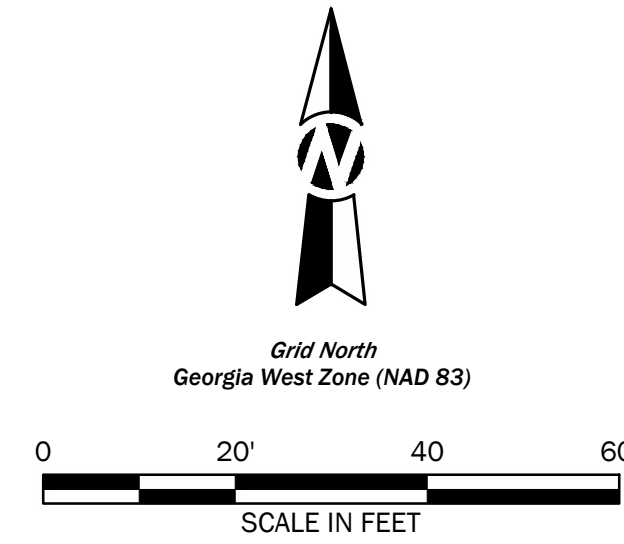
8725, LLC
Parcel ID: 06 0368 LL1515
Db. 45895, Pg. 328

TECHNICAL NOTES

Equipment Used: Leica GS-18 Receiver RTK
Topcon GM-503 Total Station
**GPS utilized for coordinate system and topographical locations.

Error of Closure: 1:43.400
Relative Positional Accuracy: 0.03" H, 0.04" V @ 95% Confidence Level

Horizontal Datum: Georgia State Plane, West Zone, NAD83 (2011)
Vertical Datum: NGVD88
Reference Station: GANC (eGPS Network)
Reference Station Data: (Pt #200)
Easting: 290,451 meters
Datum: NAD 83 (2011), Epoch 2010.00
0.999862645
Combined Grid Factor:
Convergence Angle: 0° 06' 11.47216"



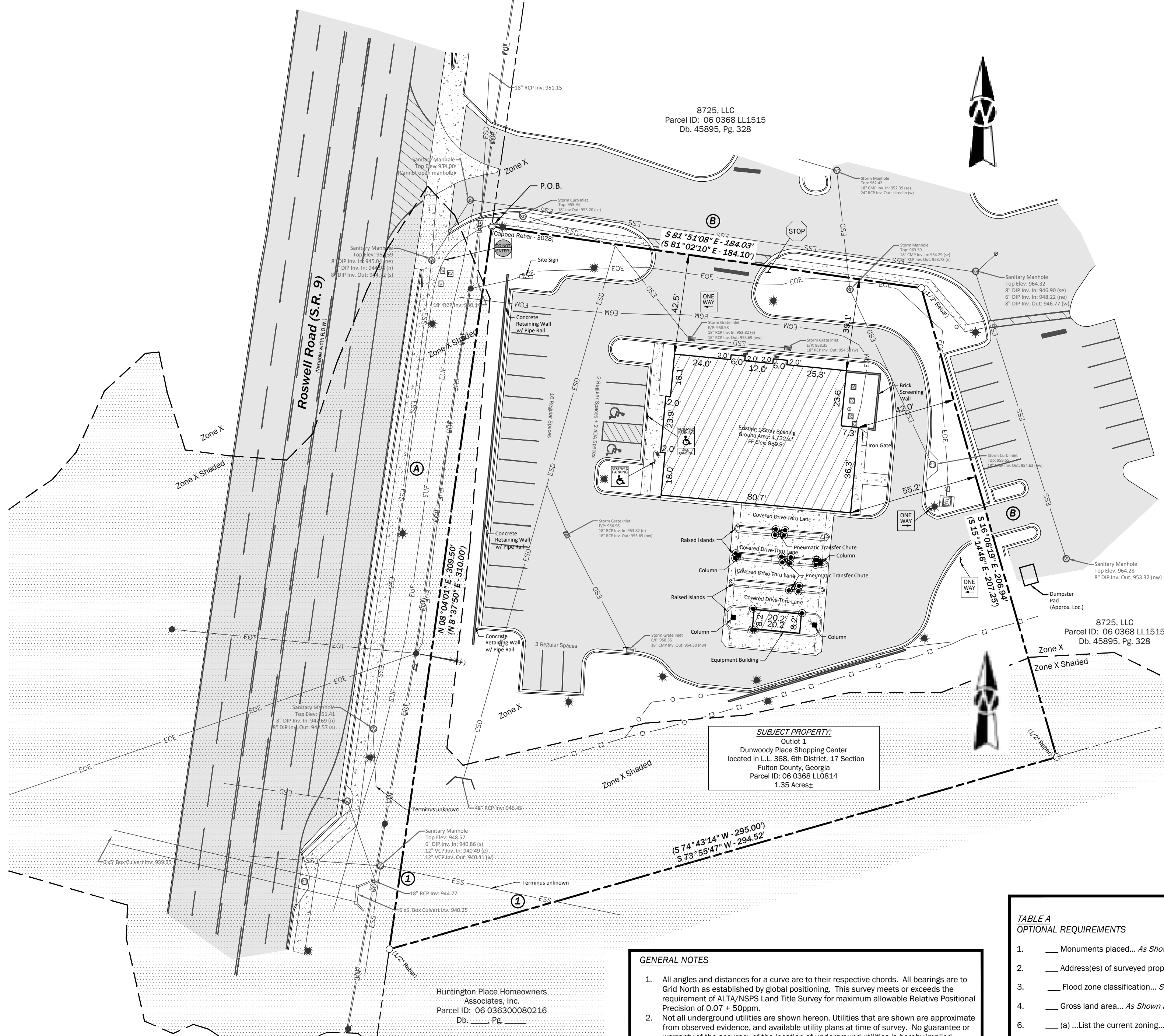
VICINITY MAP
NO SCALE

SURVEY LEGEND

	EXISTING BOUNDARY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE
	EXISTING SUBDIVISION LOT LINE
	EXISTING CHAIN LINK FENCE
	EXISTING IRON FENCE
	EXISTING WIRE FENCE
	EXISTING WOOD FENCE
	EXISTING CONTOUR 5' INTERVAL
	EXISTING CONTOUR 1' INTERVAL
	EXISTING SURFACE ELEVATION
	EXISTING SANITARY SEWER MAIN
	EXISTING SANITARY SEWER FORCE MAIN
	EXISTING STORM DRAIN
	EXISTING WATER MAIN
	EXISTING GAS MAIN
	EXISTING OVERHEAD ELECTRICAL
	EXISTING UNDERGROUND ELECTRICAL
	EXISTING OVERHEAD CABLE TELEVISION
	EXISTING UNDERGROUND CABLE TELEVISION
	EXISTING OVERHEAD TELEPHONE
	EXISTING UNDERGROUND TELEPHONE
	EXISTING TRAFFIC SIGNAL LINE
	EXISTING UNDERGROUND FIBER OPTIC
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER CLEANOUT
	EXISTING STORM MANHOLE
	EXISTING STORM DOUBLE WING INLET
	EXISTING STORM SINGLE WING INLET
	EXISTING STORM YARD INLET
	EXISTING STORM GRATE INLET
	EXISTING STORM JUNCTION BOX
	EXISTING WATER VALVE
	EXISTING IRRIGATION CONTROL VALVE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING WATER SPIGOT
	EXISTING GAS METER
	EXISTING GAS VALVE
	EXISTING ELECTRIC MANHOLE
	EXISTING POWER POLE
	EXISTING GUY ANCHOR
	EXISTING LIGHT POLE
	EXISTING GROUND/LANDSCAPE LIGHT
	EXISTING ELECTRIC POWER METER
	EXISTING ELECTRICAL BOX
	EXISTING A/C PAD
	EXISTING TELEPHONE MANHOLE
	EXISTING TRAFFIC POLE
	EXISTING TELEPHONE PEDESTAL
	EXISTING CABLE TELEVISION PEDESTAL
	EXISTING AT&T MANHOLE
	EXISTING BOLLARD
	EXISTING MAILBOX
	EXISTING SIGN
	IRON PIPE / PIN FOUND
	CAPPED REBAR FOUND
	CONCRETE MONUMENT SET
	CONCRETE MONUMENT FOUND
	AXLE FOUND
	PINE KNOT FOUND
	CAPPED REBAR SET
	SECTION
	TOWNSHIP RANGE
	RIGHT-OF-WAY
	MINIMUM BUILDING LINE
	PLAT BOOK
	DEED BOOK
	PAGE
	RECORD DIMENSION
	EXISTING TREE
	EXISTING TREE STUMP
	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	EXISTING BRICK PAVERS
	EXISTING BUILDING
	EXISTING GRAVEL DRIVE
	EXISTING RIPRAP LINING
	Flood Zone X Shaded - Areas determined to be within the 0.2% annual chance flood
	Flood Zone X Shaded Boundary

First American Title Insurance Company
Commitment Number: 77-4381/24875-32
September 22, 2024
SCHEDULE B - SECTION II EXCEPTIONS

- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records. Potential encroachments found at the time of survey - see Encroachment Schedule.
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- Easement from William J. Wing and Steve Wing to Georgia Power Company dated March 2, 1951 and recorded in Deed Book 2616, Page 693, Fulton County, Georgia records. Blanket easement - cannot plot
- Right of Way Easement from Harry V. Powell to Georgia Power Company dated January 24, 1952 and recorded in Deed Book 2363, Page 522, Fulton County, Georgia records. Blanket easement - cannot plot
- Sanitary Sewer Easement by and between The First National Bank of Atlanta, Trustee, under the Will of Harry V. Powell and The Citizens and Southern National Bank dated April 14, 1989 and recorded in Deed Book 12426, Page 164, Fulton County, Georgia records. Does not affect subject property - lies within Roswell Road R.O.W.
- Conveyance of Access Rights in favor of the Department of Transportation dated May 11, 1989 and recorded in Deed Book 12488, Page 165, Fulton County, Georgia records. Does affect subject property - not a survey matter
- Slope Easement contained in that certain Right-of-Way Deed to Fulton County dated March 29, 1989 and recorded in Deed Book 12524, Page 44, Fulton County, Georgia records. Does not affect subject property
- Flood Plain Indemnification by Selig Enterprises, Inc. in favor of Fulton County dated September 9, 1993 and recorded in Deed Book 17076, Page 201, Fulton County, Georgia records. Does affect subject property - not a survey matter
- Declaration of Easements, Restrictions and Covenants by Wachovia Bank of Georgia, N.A. 1/4/a The First National Bank of Atlanta, as Trustee of the Remainder Trust pursuant to Item VI of the Last Will and Testament of Harry Vinson Powell, deceased, and Bonnie Bennett Powell, dated December 17, 1993 and recorded December 21, 1993 in Deed Book 17542, Page 229, Fulton County, Georgia records. Does affect subject property - easements are blanket in nature - other matters are not survey matters
- Easements contained in that certain Right of Way Deed in favor of Fulton County dated December 17, 1993 and recorded in Deed Book 18037, Page 200, Fulton County, Georgia records. Does not affect subject property
- Memorandum of Lease by and between Selig Enterprises, Inc. and Public Super Markets, Inc. dated September 15, 1993, and recorded in Deed Book 18366, Page 326, Fulton County, Georgia records. Does affect subject property - not a survey matter
- Declaration of Restrictive Covenants by Selig Enterprises, Inc. dated December 7, 1994 and recorded in Deed Book 19025, Page 246, Fulton County, Georgia records. Does affect subject property - not a survey matter
- Sanitary Sewer Easement Agreement by and between Selig Enterprises, Inc. and First Union National Bank of Georgia dated December 7, 1994 and recorded in Deed Book 19025, Page 257, Fulton County, Georgia records. Instrument provided is not a sanitary sewer easement but a limited warranty deed.
- Easement to Georgia Power Company dated September 7, 1995 and recorded in Deed Book 19223, Page 182, Fulton County, Georgia records. Exhibit not included - not enough information to plot
- Easement to Georgia Power Company dated June 7, 1995 and recorded in Deed Book 19953, Page 139, Fulton County, Georgia records. Does affect subject property - blanket easement cannot plot
- Affidavit to Give Notice of Facts Recited by William J. Dawkins dated July 13, 2000 and recorded in Deed Book 29412, Page 666, Fulton County, Georgia records. Does not affect subject property



POTENTIAL ENCROACHMENTS

① Potential encroachment of sanitary sewer line in the southwest portion of the property, across subject property as shown. No easement was provided to or located by surveyor at time of survey.

ACCESS AREAS

④ Frontage along Roswell Road (S.R. 9), a dedicated public street.

⑤ Paved Turnouts onto shopping center travelways with indirect access to Roswell Road (S.R. 9), a dedicated public street

LAND DESCRIPTION PER TITLE COMMITMENT and SURVEY

Legal Description
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 368 of the 6th District, 17th Section of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Dunwoody Place (a variable right-of-way) and the easterly right-of-way of Roswell Road (a variable right-of-way); thence run south along the easterly right-of-way of Roswell Road a distance of 1270.00 feet to a point, such point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way run South 81° 02' 10" East a distance of 184.10 feet to a point; thence run South 15° 14' 46" East a distance of 207.25 feet to a point; thence run South 74° 43' 14" West a distance of 295.00 feet to a point on the easterly right-of-way line of Roswell Road; thence along said right-of-way run North 08° 37' 50" East a distance of 310.00 feet to a point and the TRUE POINT OF BEGINNING, according to a plat of survey prepared by Stan Steele, Georgia Registered Land Surveyor No. 2615, of Walden, Ashworth & Associates, Inc., dated October 7, 1994 and being shown as 1.36 acres of land according to said plat of survey

GENERAL NOTES

- All angles and distances for a curve are to their respective chords. All bearings are to Grid North as established by global positioning. This survey meets or exceeds the requirement of ALTA/NSPS Land Title Survey for maximum allowable Relative Positional Precision of 0.07 + 50ppm.
- Not all underground utilities are shown hereon. Utilities that are shown are approximate from observed evidence, and available utility plans at time of survey. No guarantee or warranty of the accuracy of the location of underground utilities is hereby implied. Utilities should be verified onsite through Georgia OneCall 811 prior to any construction or digging.
- Source of Title: Db. 19025, Pg. 257
- Total Area of Property: 58,953 SqFt / 1.35 Acres
- Current Zoning and Restrictions: (Zoning information not provided by the client)
Current Zoning: unknown
Setback Restrictions: Front: unknown
Side: unknown
Rear: unknown
Building Height Restrictions: Unknown
Lot Coverage: Unknown
Parking: Unknown
- Parking: 23 Total Spaces (21 regular spaces + 2 ADA spaces).
- A portion of this property is currently located in Zone X shaded (Areas determined to be inside the 0.2% annual chance floodplain), as depicted on FEMA Flood Panel 13121C0151 G, revised September 18, 2013.
- The property has frontage along and indirect access to Roswell Road (S.R. 9), a dedicated public street (See Access Area Schedule)
- Addresses of Property: (From Tax Assessor's Records)
8721 Roswell Road
Sandy Springs, GA
- Potential encroachments were found at time of survey. (See Encroachment Schedule).
- The property described hereon is the same as the property described in First American Title Insurance Company Commitment No. 77-4381/24875-32 with an effective date of September 22, 2024. The land surveyed and the land description in the Title Commitment describe the same property, being the subject property shown hereon. The property and parcels surveyed are contiguous with no evidence of gaps, omissions, or overlaps observed. All easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site have been plotted hereon or otherwise noted to its effect on the subject property.
- No evidence of cemeteries was observed during survey.
- Survey not final without Seal and Signature of Surveyor.
- This survey may not be reproduced, altered, or copied without written permission of TTL, Inc.

**TABLE A
OPTIONAL REQUIREMENTS**

- Monuments placed... As Shown Hereon
- Address(es) of surveyed property... See Note #9
- Flood zone classification... See Note #7
- Gross land area... As Shown Hereon, See Note #4
- ...List the current zoning... See Note #5
- (a) Exterior dimensions of all buildings... As shown hereon
(1) exterior footprint of all buildings... As shown hereon
(b) Square footage of:
- Substantial features observed... As Shown Hereon
- Number and type... of parking spaces... As shown hereon - See Note 6
- As designated by client, a determination of the relationship and location of certain division or party walls... None Designated by Client
- Evidence of underground utilities existing on or serving the... property... (b) markings coordinated by the surveyor... As Shown Hereon, See Note #2
- As specified by the client, Governmental Agency... requirements... None Requested by Client
- Names of adjoining owners according to current tax records... As Shown Hereon
- As specified by the client, distance to the nearest intersecting street... None Requested by client.
- Rectified orthophotography, photogrammetric mapping... Not requested for this survey.
- Evidence of recent earth moving work... None Observed
- Proposed changes in street right of way lines, ... Evidence of recent street or sidewalk construction... None Observed
- ... include as part of the survey any plottable offsite easements... Provided offsite Easement Information Plotted if possible
- Professional liability insurance policy obtained by surveyor... Certificate available upon request

To MTO RE SANDY SPRINGS ROSWELL RD, LLC and First American 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 2021 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, 6(a), 7(a), 7(b)(1), 8, 9, 10, 11(b), 12, 13, 14, 15, 16, 17, 18 and 19 of Table A thereof. The field work was completed on September 6, 2024.

Date of Plat or Map: October 2, 2024.

PRELIMINARY

Eric M. Hammer, GA PLS #3410
Date:



Surveyor's Acknowledgment:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Former Wells Fargo Bank Site
Outlot 1, Dunwoody Place Shopping Center
Sevan Multi-Site Solutions
8721 Roswell Road
Being Located in Land Lot 368, 6th District, 17th Section of Fulton County, Georgia

PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES
OR IMPLEMENTATION)

No.	Date	Revision Description

Drawn By: SGF / ENH
Checked By: SGF / ENH
Date Drawn: 10/02/2024
Date Surveyed: 09/06/2024
Scale: 1"=20'
Proj. No.: 24-01-241100
File Name: 24-2411-ALTA-Survey.dwg

Commencement Point
Intersection of southerly R.O.W.
Dunwoody Place with the
Easterly R.O.W. of Roswell Road

Dunwoody Place
(R.O.W. varies)

(1270.00')

8725, LLC
Parcel ID: 06 0368 LL1515
Db. 45895, Pg. 328

8725, LLC
Parcel ID: 06 0368 LL1515
Db. 45895, Pg. 328

SUBJECT PROPERTY:
Outlet 1
Durwoody Place Shopping Center
located in L.L. 368, 6th District, 17th Section
Fulton County, Georgia
Parcel ID: 06 0368 LL0814
1.35 Acres

GENERAL NOTES

- 1. All angles and distances for a curve are to their respective chords. All bearings are to Grid North as established by global positioning. This survey meets or exceeds the requirement of ALTA/NSPS Land Title Survey for maximum allowable Relative Positional Precision of 0.07 + 50ppm.
- 2. Not all underground utilities are shown hereon. Utilities that are shown are approximate from observed evidence, and available utility plans at time of survey. No guarantee or warranty of the accuracy of the location of underground utilities is hereby implied. Utilities should be verified onsite through Georgia OneCall 811 prior to any construction or digging.
- 3. Source of Title: Db. 19025, Pg. 257
- 4. Total Area of Property: 58,953 S.F. / 1.35 Acres
- 5. Current Zoning and Restrictions: (Zoning information not provided by the client)
- 6. Current Zoning: unknown
- 7. Setback Restrictions: Front: unknown
Side: unknown
Rear: unknown
Building Height Restrictions: Unknown
- 8. Lot Coverage: Unknown
- 9. Parking: Unknown
- 10. Parking: 23 Total Spaces (21 regular spaces + 2 ADA spaces).
- 11. A portion of this property is currently located in Zone X shaded (Areas determined to be inside the 0.2% annual chance floodplain), as depicted on FEMA Flood Panel 13121C0151 G, revised September 18, 2013.
- 12. The property has frontage along and indirect access to Roswell Road (S.R. 9), a dedicated public street (See Access Area Schedule)
- 13. Address of Property: (From Tax Assessor's Records)
8721 Roswell Road
Sandy Springs, GA
- 14. Potential encroachments were found at time of survey. (See Encroachment Schedule).
- 15. The property described hereon is the same as the property described in First American Title Insurance Company Commitment No. 77-4381/24875-32 with an effective date of September 22, 2024. The land surveyed and the land description in the Title Commitment describe the same property, being the subject property shown hereon. The property and parcels surveyed are contiguous with no evidence of gaps, gores, or overlaps observed. All easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site have been plotted hereon or otherwise noted as to their effect on the subject property.
- 16. No evidence of cemeteries was observed during survey.
- 17. Survey not final without Seal and Signature of Surveyor.
- 18. This survey may not be reproduced, altered, or copied without written permission of TTL, Inc.

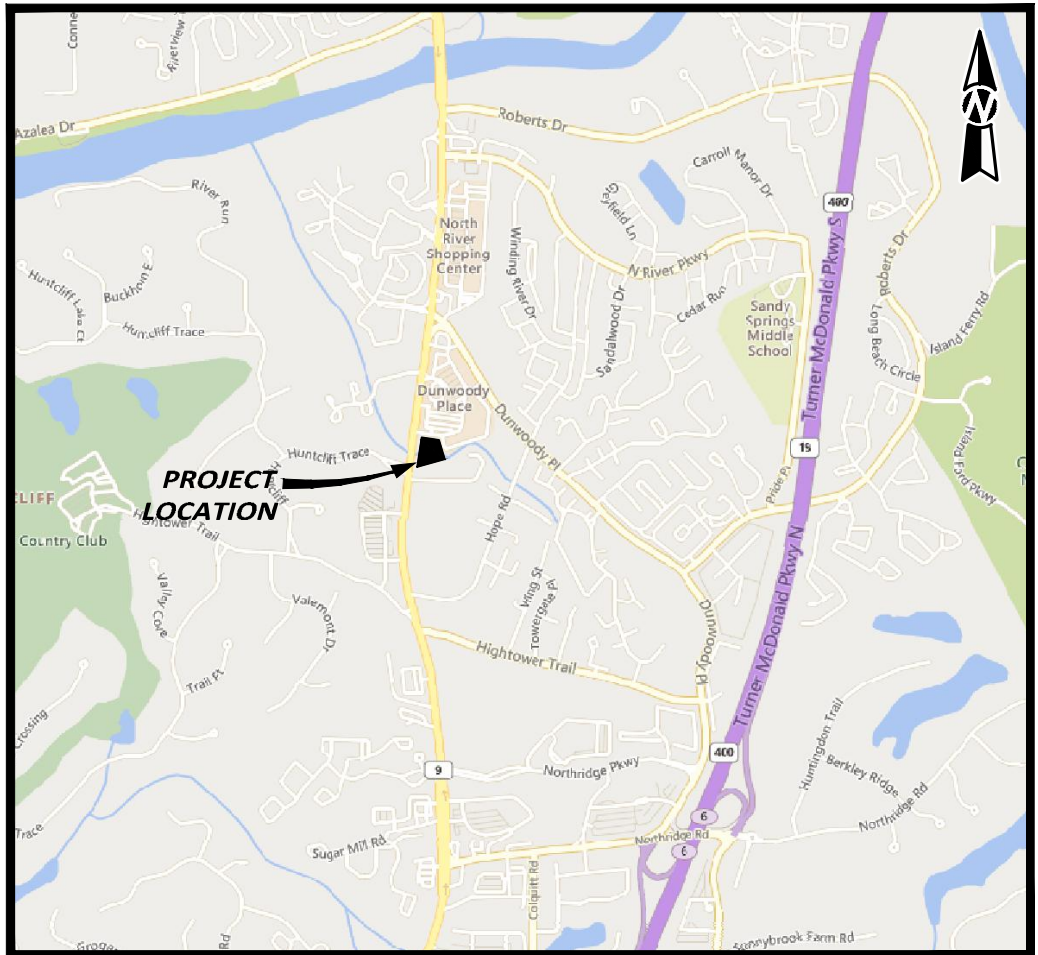
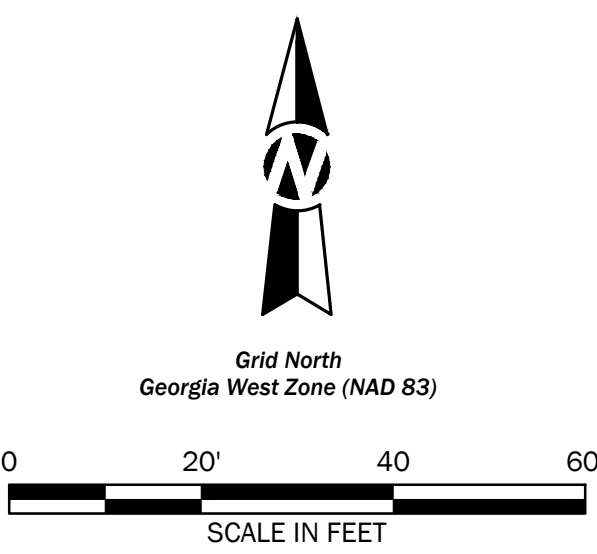
LAND DESCRIPTION PER SURVEY

Legal Description
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 368 of the 6th District, 17th Section of Fulton County, Georgia, and being more particularly described as follows:
TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Dunwoody Place (a variable right-of-way) and the easterly right-of-way of Roswell Road (a variable right-of-way); thence run south along the easterly right-of-way of Roswell Road a distance of 1270.00 feet to a point, such point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way run South 81° 51' 08" East a distance of 184.03 feet to a point; thence run South 15° 14' 46" East a distance of 206.94 feet to a point; thence run South 73° 55' 47" West a distance of 294.52 feet to a point on the easterly right-of-way line of Roswell Road; thence along said right-of-way run North 08° 37' 50" East a distance of 310.00 feet to a point and the TRUE POINT OF BEGINNING. Said parcel containing 1.35 acres, more or less and being the same property as described in Deed Book 19025, Page 257, Fulton County, Georgia records.

LAND DESCRIPTION PER TITLE COMMITMENT

Legal Description
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 368 of the 6th District, 17th Section of Fulton County, Georgia, and being more particularly described as follows:
TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Dunwoody Place (a variable right-of-way) and the easterly right-of-way of Roswell Road (a variable right-of-way); thence run south along the easterly right-of-way of Roswell Road a distance of 1270.00 feet to a point, such point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way run South 81° 51' 08" East a distance of 184.10 feet to a point; thence run South 15° 14' 46" East a distance of 207.25 feet to a point; thence run South 74° 43' 14" West a distance of 295.00 feet to a point on the easterly right-of-way line of Roswell Road; thence along said right-of-way run North 08° 37' 50" East a distance of 310.00 feet to a point and the TRUE POINT OF BEGINNING. Said parcel containing 1.35 acres, more or less and being shown as a distance of 309.50 feet to the TRUE POINT OF BEGINNING. Said parcel containing 1.35 acres, more or less and being shown as a distance of 309.50 feet to the TRUE POINT OF BEGINNING. Said parcel containing 1.35 acres, more or less and being shown as a distance of 309.50 feet to the TRUE POINT OF BEGINNING.

TECHNICAL NOTES
Equipment Used: Leica GS-18 Receiver RTK
Topcon GM-503 Total Station
**GPS utilized for coordinate system and topographical locations.
Error of Closure: 1:43.400
Relative Positional Accuracy: 0.03" H, 0.04" V @ 95% Confidence Level
Horizontal Datum: Georgia State Plane, West Zone, NAD83 (2011)
Vertical Datum: NGVD88
Reference Station: GANC (eGPS Network)
Reference Station Data: (Pt. #200)
Reference Station: Lat: 33° 59' 37.17110" N, Lon: 84° 21' 04.407399" W
Height: 290.451 meters
Datum: NAD 83 (2011), Epoch 2010.00
0.999862645
Combined Grid Factor: 0.06' 11.47216"
Convergence Angle: 0° 06' 11.47216"



VICINITY MAP

NO SCALE

SURVEY LEGEND

	EXISTING BOUNDARY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE
	EXISTING SUBDIVISION LOT LINE
	EXISTING CHAIN LINK FENCE
	EXISTING IRON FENCE
	EXISTING WIRE FENCE
	EXISTING WOOD FENCE
	EXISTING CONTOUR 5' INTERVAL
	EXISTING CONTOUR 1' INTERVAL
	EXISTING SURFACE ELEVATION
	EXISTING SANITARY SEWER MAIN
	EXISTING SANITARY SEWER FORCE MAIN
	EXISTING STORM DRAIN
	EXISTING WATER MAIN
	EXISTING GAS MAIN
	EXISTING OVERHEAD ELECTRICAL
	EXISTING UNDERGROUND ELECTRICAL
	EXISTING OVERHEAD CABLE TELEVISION
	EXISTING UNDERGROUND CABLE TELEVISION
	EXISTING OVERHEAD TELEPHONE
	EXISTING UNDERGROUND TELEPHONE
	EXISTING TRAFFIC SIGNAL LINE
	EXISTING UNDERGROUND FIBER OPTIC
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER CLEANOUT
	EXISTING STORM MANHOLE
	EXISTING STORM DOUBLE WING INLET
	EXISTING STORM SINGLE WING INLET
	EXISTING STORM YARD INLET
	EXISTING STORM GRATE INLET
	EXISTING STORM JUNCTION BOX
	EXISTING WATER VALVE
	EXISTING IRRIGATION CONTROL VALVE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING WATER SPIGOT
	EXISTING GAS METER
	EXISTING ELECTRIC MANHOLE
	EXISTING POWER POLE
	EXISTING GUY ANCHOR
	EXISTING LIGHT POLE
	EXISTING GROUND/LANDSCAPE LIGHT
	EXISTING ELECTRIC POWER METER
	EXISTING ELECTRICAL BOX
	EXISTING A/C PAD
	EXISTING TELEPHONE MANHOLE
	EXISTING TRAFFIC POLE
	EXISTING TELEPHONE PEDESTAL
	EXISTING CABLE TELEVISION PEDESTAL
	EXISTING AT&M MANHOLE
	EXISTING BOLLARD
	EXISTING MAILBOX
	EXISTING SIGN
	IRON PIPE / PIN FOUND
	CAPPED REBAR FOUND
	CONCRETE MONUMENT SET
	CONCRETE MONUMENT FOUND
	AXLE FOUND
	SECTION
	TOWNSHIP
	RANGE
	RIGHT-OF-WAY
	MINIMUM BUILDING LINE
	PLAT BOOK
	DEED BOOK
	PAGE
	RECORD DIMENSION
	EXISTING TREE
	EXISTING TREE STUMP
	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	EXISTING BRICK PAVERS
	EXISTING BUILDING
	EXISTING GRAVEL DRIVE
	EXISTING RIPRAP LINING
	Flood Zone X Shaded - Areas determined to be within the 0.2% annual chance flood

- SCHEDULE B - SECTION II EXCEPTIONS**
1. (NOT A SURVEY MATTER)
 2. (NOT A SURVEY MATTER)
 3. (NOT A SURVEY MATTER)
 4. (NOT A SURVEY MATTER)
 5. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. *Potential encroachments found at the time of survey - see Encroachment Schedule.*
 6. (NOT A SURVEY MATTER)
 7. (NOT A SURVEY MATTER)
 8. (NOT A SURVEY MATTER)
 9. (NOT A SURVEY MATTER)
 10. Easement from William J. Wing and Steve Wing to Georgia Power Company dated March 2, 1951 and recorded in Deed Book 2616, Page 693, Fulton County, Georgia records. *Blanket easement - cannot plot*
 11. Right of Way Easement from Harry V. Powell to Georgia Power Company dated January 24, 1952 and recorded in Deed Book 2963, Page 522, Fulton County, Georgia records. *Blanket easement - cannot plot*
 12. Sanitary Sewer Easement by and between The First National Bank of Atlanta, Trustee, under the Will of Harry V. Powell and The Citizens and Southern National Bank dated April 14, 1989 and recorded in Deed Book 12426, Page 164, Fulton County, Georgia records. *Does not affect subject property - lies within Roswell Road R.O.W.*
 13. Conveyance of Access Rights in favor of the Department of Transportation dated May 11, 1989 and recorded in Deed Book 12488, Page 165, Fulton County, Georgia records. *Does affect subject property - Not a survey matter*
 14. Slope Easement contained in that certain Right-of-Way Deed to Fulton County dated March 29, 1989 and recorded in Deed Book 12524, Page 44, Fulton County, Georgia records. *Does not affect subject property*
 15. Flood Plain Indemnification by Selig Enterprises, Inc. in favor of Fulton County dated September 9, 1993 and recorded in Deed Book 17076, Page 201, Fulton County, Georgia records. *Does affect subject property - Not a survey matter*
 16. Declaration of Easements, Restrictions and Covenants by Wachovia Bank of Georgia, N.A. / The First National Bank of Atlanta, as Trustee of the Remainder Trust pursuant to Item VI of the Last Will and Testament of Harry Vinson Powell, deceased, and Bonnie Bennett Powell, dated December 17, 1993 and recorded December 21, 1993 in Deed Book 17542, Page 229, Fulton County, Georgia records. *Does affect subject property - easements are blanket in nature - other matters are not survey matters*
 17. Easements contained in that certain Right of Way Deed in favor of Fulton County dated December 17, 1993 and recorded in Deed Book 18337, Page 200, Fulton County, Georgia records. *Does not affect subject property*
 18. Memorandum of Lease by and between Selig Enterprises, Inc. and Public Super Markets, Inc. dated September 15, 1993 and recorded in Deed Book 18386, Page 326, Fulton County, Georgia records. *Does affect subject property - not a survey matter*
 19. Declaration of Restrictive Covenants by Selig Enterprises, Inc. dated December 7, 1994 and recorded in Deed Book 19025, Page 245, Fulton County, Georgia records. *Does affect subject property - not a survey matter*
 20. Sanitary Sewer Easement Agreement by and between Selig Enterprises, Inc. and First Union National Bank of Georgia dated December 7, 1994 and recorded in Deed Book 19025, Page 257, Fulton County, Georgia records. *Instrument provided is not a sanitary sewer easement but a limited warranty deed.*
 21. Easement to Georgia Power Company dated September 7, 1995 and recorded in Deed Book 19223, Page 182, Fulton County, Georgia records. *Exhibit not included - not enough information to plot*
 22. Easement to Georgia Power Company dated June 7, 1995 and recorded in Deed Book 19953, Page 139, Fulton County, Georgia records. *Does affect subject property - blanket easement cannot plot*
 23. Affidavit to Give Notice of Facts Recited by William J. Dawkins dated July 13, 2000 and recorded in Deed Book 29412, Page 666, Fulton County, Georgia records. *Does not affect subject property*

- POTENTIAL ENCROACHMENTS**
- 1. Potential encroachment of sanitary sewer line in the southwest portion of the property, across subject property as shown. No easement was provided to or located by surveyor at time of survey.

- ACCESS AREAS**
- A Frontage along Roswell Road (S.R. 9), a dedicated public street.
 - B Paved Turnouts onto shopping center travelways with indirect access to Roswell Road (S.R. 9), a dedicated public street

To MTO RE SANDY SPRINGS ROSWELL RD, LLC, O&M Title Co.; InterBank; Made to Order Holdings, LLC, and First American 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 2021 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, 6(a), 7(a), 7(b)(1), 8, 9, 10, 11(b), 12, 13, 14, 15, 16, 17, 18 and 19 of Table A thereof. The field work was completed on September 6, 2024.

Date of Plat or Map: October 2, 2024.

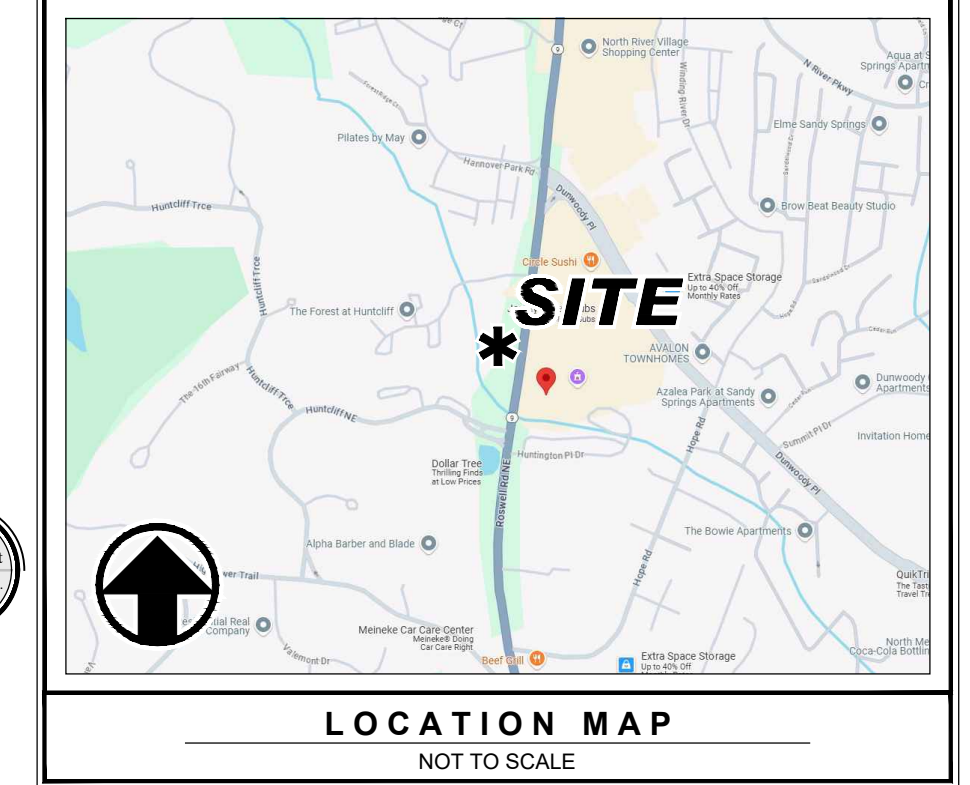
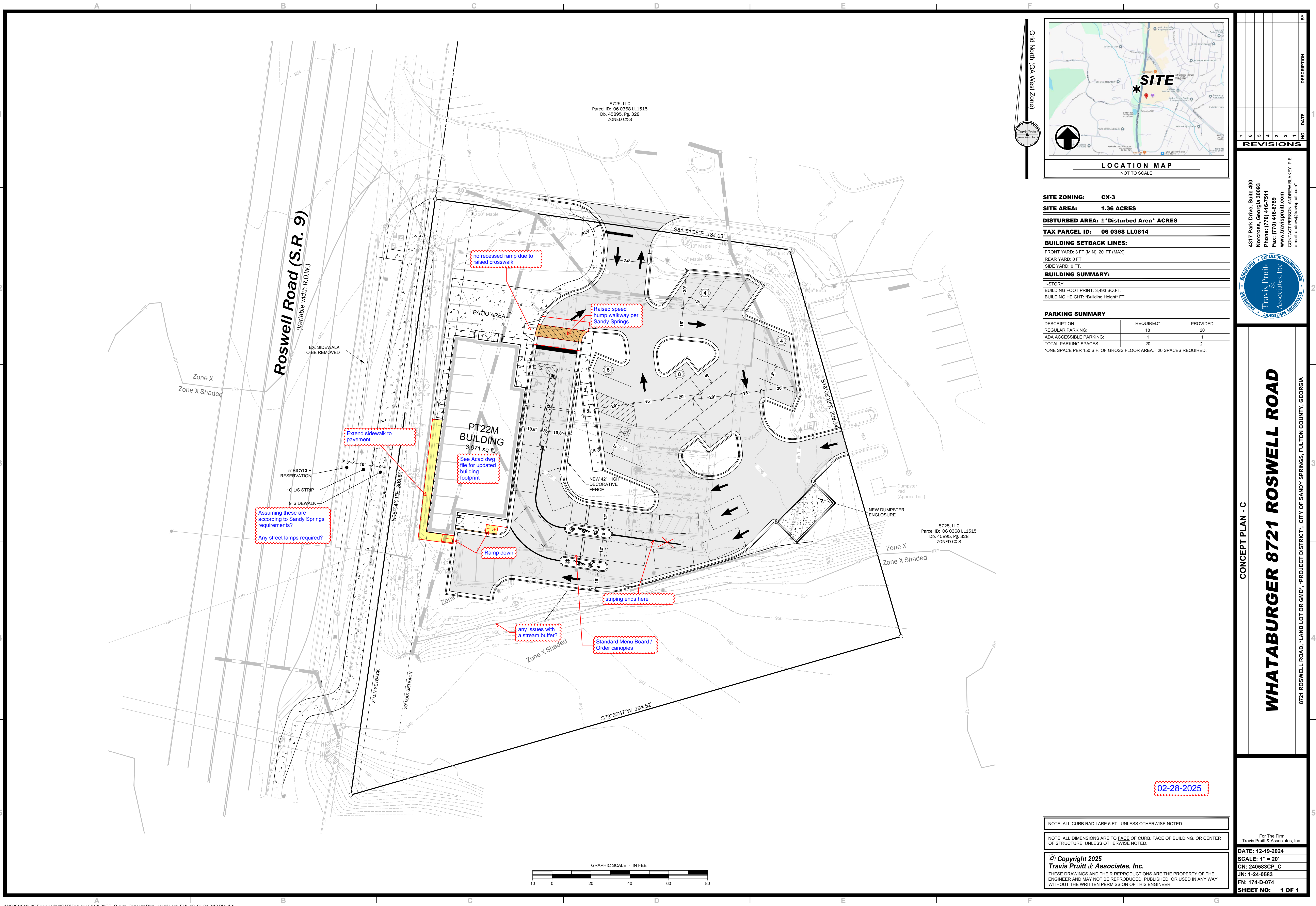
Eric M. Hammer, GA PLS #3410
Date: 10/10/2024



Surveyor's Acknowledgment:
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

TABLE A
OPTIONAL REQUIREMENTS

1. Monuments placed... As Shown Hereon
2. Address(es) of surveyed property... See Note #9
3. Flood zone classification... See Note #7
4. Gross land area... As Shown Hereon, See Note #4
6. (a) ...List the current zoning... See Note #5
7. (a) Exterior dimensions of all buildings... As shown hereon
(b) Square footage of:
(1) exterior footprint of all buildings... As shown hereon
8. Substantial features observed... As Shown Hereon
9. Number and type... of parking spaces... As shown hereon - See Note 6
10. As designated by client, a determination of the relationship and location of certain division or party walls... None Designated by Client
11. Evidence of underground utilities existing on or serving the... property... (b) markings coordinated by the surveyor... As Shown Hereon, See Note #2
12. As specified by the client, Governmental Agency... requirements... None Requested by Client
13. Names of adjoining owners according to current tax records... As Shown Hereon
14. As specified by the client, distance to the nearest intersecting street... None Requested by client.
15. Rectified orthophotography, photogrammetric mapping... Not requested for this survey.
16. Evidence of recent earth moving work... None Observed
17. Proposed changes in street right of way lines... Evidence of recent street or sidewalk construction... None Observed
18. ... include as part of the survey any plottable offsite easements... Provided offsite Easement Information Plotted if possible
19. Professional liability insurance policy obtained by surveyor... Certificate available upon request



SITE ZONING: CX-3

SITE AREA: 1.36 ACRES

DISTURBED AREA: ± *Disturbed Area* ACRES

TAX PARCEL ID: 06 0368 LL0814

BUILDING SETBACK LINES:

FRONT YARD: 3 FT (MIN), 20 FT (MAX)
 REAR YARD: 0 FT.
 SIDE YARD: 0 FT.

BUILDING SUMMARY:

1-STORY
 BUILDING FOOT PRINT: 3,493 SQ.FT.
 BUILDING HEIGHT: *Building Height* FT.

PARKING SUMMARY

DESCRIPTION	REQUIRED*	PROVIDED
REGULAR PARKING:	18	20
ADA ACCESSIBLE PARKING:	1	1
TOTAL PARKING SPACES:	20	21

*ONE SPACE PER 150 S.F. OF GROSS FLOOR AREA = 20 SPACES REQUIRED.

NO	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770) 416-7511
 Fax: (770) 416-6759
 www.travisprutt.com
 CONTACT PERSON: ANDREW BLANEY, P.E.
 e-mail: andrew@travisprutt.com

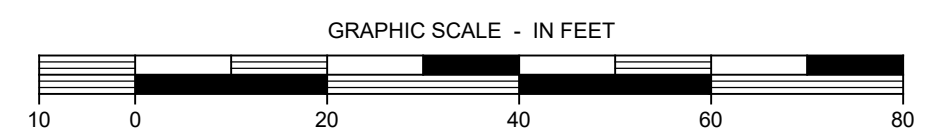
CONCEPT PLAN - C
WHATABURGER 8721 ROSWELL ROAD
 8721 ROSWELL ROAD, "LAND LOT OR GMD", "PROJECT DISTRICT", "CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA"

02-28-2025

NOTE: ALL CURB RADII ARE 5 FT., UNLESS OTHERWISE NOTED.

NOTE: ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING, OR CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.

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 THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.



For The Firm
 Travis Pruitt & Associates, Inc.

DATE: 12-19-2024
 SCALE: 1" = 20'
 CN: 240583CP_C
 JN: 1-24-0583
 FN: 174-D-074
SHEET NO: 1 OF 1

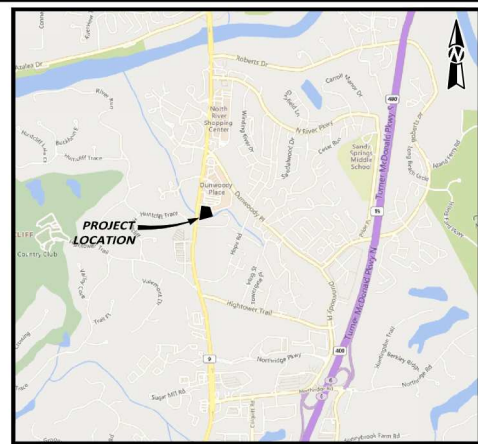
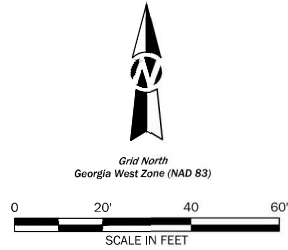
Commencement Point
Intersection of Southerly R.O.W.
Dunwoody Place with the
Easterly R.O.W. of Roswell Road

TECHNICAL NOTES

Equipment Used: Leica GS-18 Receiver RTK
Topcon GM-503 Total Station
** GPS utilized for coordinate system and topographical locations.

Error of Closure: 1:43,400
Relative Positional Accuracy: 0.02" ±, 0.04" V @ 95% Confidence Level

Horizontal Datum: Georgia State Plane, West Zone, NAD83 (2011)
Vertical Datum: NGVD88
Reference Station: GANC (eGPS Network)
Reference Station Data: (PT #200)
Latitude: 33° 59' 31.17110" N
Longitude: 84° 21' 04.40799" W
Height: 290.451 meters
Datum: NAD 83 (2011), Epoch 2010.00
Convergence Angle: 0.999862645
0° 06' 11.47216"



VICINITY MAP
NO SCALE

SURVEY LEGEND

---	EXISTING BOUNDARY LINE
- - - -	EXISTING RIGHT-OF-WAY
- · - · -	EXISTING PROPERTY LINE
- · - · - · -	EXISTING SUBDIVISION LOT LINE
- · - · - · - · -	EXISTING CHAIN LINK FENCE
- · - · - · - · - · -	EXISTING IRON FENCE
- · - · - · - · - · - · -	EXISTING WIRE FENCE
- · - · - · - · - · - · - · -	EXISTING WOOD FENCE
- · - · - · - · - · - · - · - · -	EXISTING CONTOUR 5' INTERVAL
- · - · - · - · - · - · - · - · - · -	EXISTING CONTOUR 1' INTERVAL
- · - · - · - · - · - · - · - · - · - · -	EXISTING SURFACE ELEVATION
- · - · - · - · - · - · - · - · - · - · - · -	EXISTING SANITARY SEWER MAIN
- · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING SANITARY SEWER FORCE MAIN
- · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING STORM DRAIN
- · - · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING GAS MAIN
- · - · - · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING OVERHEAD ELECTRICAL
- · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING UNDERGROUND ELECTRICAL
- · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING OVERHEAD CABLE TELEVISION
- · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING UNDERGROUND CABLE TELEVISION
- · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · - · -	EXISTING OVERHEAD TELEPHONE
- · -	EXISTING UNDERGROUND TELEPHONE
- · -	EXISTING TRAFFIC SIGNAL LINE
- · -	EXISTING UNDERGROUND FIBER OPTIC
- · -	EXISTING SANITARY SEWER MANHOLE
- · -	EXISTING SANITARY SEWER CLEANOUT
- · -	EXISTING STORM MANHOLE
- · -	EXISTING STORM DOUBLE WING INLET
- · -	EXISTING STORM SINGLE WING INLET
- · -	EXISTING STORM YARD INLET
- · -	EXISTING STORM GRATE INLET
- · -	EXISTING STORM JUNCTION BOX
- · -	EXISTING WATER VALVE
- · -	EXISTING IRRIGATION CONTROL VALVE
- · -	EXISTING WATER METER
- · -	EXISTING FIRE HYDRANT
- · -	EXISTING WATER SPOUT
- · -	EXISTING GAS METER
- · -	EXISTING GAS VALVE
- · -	EXISTING ELECTRIC MANHOLE
- · -	EXISTING POWER POLE
- · -	EXISTING GUY ANCHOR
- · -	EXISTING LIGHT POLE
- · -	EXISTING GROUND/LANDSCAPE LIGHT
- · -	EXISTING ELECTRIC POWER METER
- · -	EXISTING ELECTRICAL BOX
- · -	EXISTING A/C PAD
- · -	EXISTING TELEPHONE MANHOLE
- · -	EXISTING TRAFFIC POLE
- · -	EXISTING TELEPHONE PEDESTAL
- · -	EXISTING CABLE TELEVISION PEDESTAL
- · -	EXISTING AT&T MANHOLE
- · -	EXISTING BOLLARD
- · -	EXISTING MAILBOX
- · -	EXISTING SIGN
- · -	IRON PIPE / PIN FOUND
- · -	CAPPED REBAR FOUND
- · -	CONCRETE MONUMENT SET
- · -	CONCRETE MONUMENT FOUND
- · -	AXLE FOUND
- · -	PINE KNOT FOUND
- · -	CAPPED REBAR SET
- · -	SECTION
- · -	TOWNSHIP
- · -	RANGE
- · -	RIGHT-OF-WAY
- · -	MINIMUM BUILDING LINE
- · -	PLAT BOOK
- · -	DEED BOOK
- · -	PAGE
- · -	RECORD DIMENSION
- · -	EXISTING TREE
- · -	EXISTING TREE STUMP
- · -	EXISTING CONCRETE PAVEMENT
- · -	EXISTING ASPHALT PAVEMENT
- · -	EXISTING BRICK PAVERS
- · -	EXISTING BUILDING
- · -	EXISTING GARAGE DRIVE
- · -	EXISTING RIPRAP LINING
- · -	Flood Zone X Shaded - Areas determined to be within the 0.2% annual chance flood
- · -	Flood Zone X shaded boundary

*First American Title Insurance Company
Commitment Number: 77-4381/24875-32
September 22, 2024
SCHEDULE B - SECTION II EXCEPTIONS*

- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records, Potential encroachments found at the time of survey - see Encroachment Schedule.
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- (NOT A SURVEY MATTER)
- Easement from William J. Wing and Steve Wing to Georgia Power Company dated March 2, 1951 and recorded in Deed Book 2616, Page 693, Fulton County, Georgia records, *Blanket easement - cannot plot*
- Right of Way Easement from Harry V. Powell to Georgia Power Company dated January 24, 1952 and recorded in Deed Book 2963, Page 522, Fulton County, Georgia records, *Blanket easement - cannot plot*
- Sanitary Sewer Easement by and between The First National Bank of Atlanta, Trustee, under the Will of Harry V. Powell and The Citizens and Southern National Bank dated April 14, 1989 and recorded in Deed Book 12426, Page 184, Fulton County, Georgia records, *Does not affect subject property - lies within Roswell Road R.O.W.*
- Conveyance of Access Rights in favor of the Department of Transportation dated May 11, 1989 and recorded in Deed Book 12488, Page 165, Fulton County, Georgia records, *Does affect subject property - Not a survey matter*
- Slope Easement contained in that certain Right-of-Way Deed to Fulton County dated March 29, 1989 and recorded in Deed Book 12524, Page 44, Fulton County, Georgia records, *Does not affect subject property*
- Flood Plain Indemnification by Selig Enterprises, Inc. in favor of Fulton County dated September 9, 1993 and recorded in Deed Book 17076, Page 201, Fulton County, Georgia records, *Does affect subject property - Not a survey matter*
- Declaration of Easements, Restrictions and Covenants by Wachovia Bank of Georgia, N.A. f/k/a The First National Bank of Atlanta, as Trustee of the Remainder Trust pursuant to Item VI of the Last Will and Testament of Harry Vinson Powell, deceased, and Bonnie Bennett Powell, dated December 17, 1993 and recorded December 21, 1993 in Deed Book 17542, Page 229, Fulton County, Georgia records, *Does affect subject property - easements are blanket in nature - other matters are not survey matters*
- Easements contained in that certain Right of Way Deed in favor of Fulton County dated December 17, 1993 and recorded in Deed Book 18037, Page 200, Fulton County, Georgia records, *Does not affect subject property*
- Memorandum of Lease by and between Selig Enterprises, Inc. and Publix Super Markets, Inc. dated September 15, 1993, and recorded in Deed Book 18366, Page 326, Fulton County, Georgia records, *Does affect subject property - not a survey matter*
- Declaration of Restrictive Covenants by Selig Enterprises, Inc. dated December 7, 1994 and recorded in Deed Book 19025, Page 246, Fulton County, Georgia records, *Does affect subject property - not a survey matter*
- Sanitary Sewer Easement Agreement by and between Selig Enterprises, Inc. and First Union National Bank of Georgia dated December 7, 1994 and recorded in Deed Book 19025, Page 257, Fulton County, Georgia records, *Instrument provided is not a sanitary sewer easement but a limited warranty deed.*
- Easement to Georgia Power Company dated September 7, 1995 and recorded in Deed Book 19223, Page 182, Fulton County, Georgia records, *Exhibit not included - not enough information to plot*
- Easement to Georgia Power Company dated June 7, 1995 and recorded in Deed Book 19953, Page 139, Fulton County, Georgia records, *Does affect subject property - blanket easement cannot plot*
- Affidavit to Give Notice of Facts Recited by William J. Dawkins dated July 13, 2000 and recorded in Deed Book 29412, Page 666, Fulton County, Georgia records, *Does not affect subject property*

To MTD RE SANDY SPRINGS ROSWELL RD, LLC and First American 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 2021 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, 6(a), 7(a), 7(b)(1), 8, 9, 10, 11(b), 12, 13, 14, 15, 16, 17, 18 and 19 of Table A thereof. The field work was completed on September 6, 2024.

Date of Plat or Map: October 2, 2024.

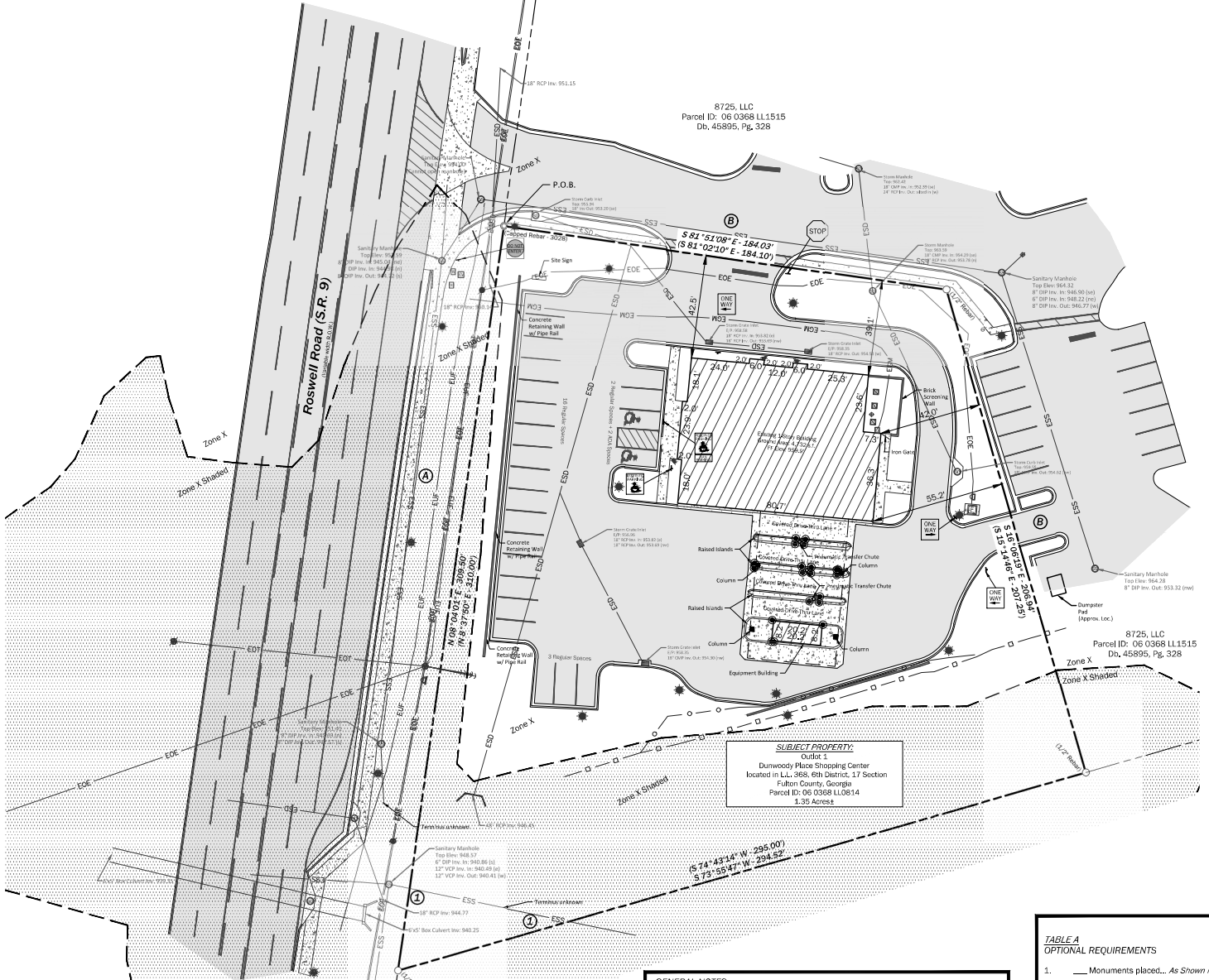
PRELIMINARY

Eric M. Hamner, GA PLS #3410
Date: _____



Surveyor's Acknowledgment:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



POTENTIAL ENCROACHMENTS

- Potential encroachment of sanitary sewer line in the southwest portion of the property, across subject property as shown. No easement was provided to or located by surveyor at time of survey.

ACCESS AREAS

- Frontage along Roswell Road (S.R. 9), a dedicated public street.
- Paved Turnouts onto shopping center travelways with indirect access to Roswell Road (S.R. 9), a dedicated public street

LAND DESCRIPTION PER TITLE COMMITMENT and SURVEY

Legal Description
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 368 of the 6th District, 17th Section of Fulton County, Georgia, and being more particularly described as follows:
TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Dunwoody Place (a variable right-of-way) and the easterly right-of-way of Roswell Road (a variable right-of-way); thence run south along the easterly right-of-way of Roswell Road a distance of 1270.00 feet to a point, such point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way run South 61° 02' 10" East a distance of 184.10 feet to a point; thence run South 15° 14' 46" East a distance of 207.25 feet to a point; thence run South 74° 43' 14" West a distance of 295.00 feet to a point on the easterly right-of-way line of Roswell Road; thence along said right-of-way run North 08° 37' 50" East a distance of 310.00 feet to a point and the TRUE POINT OF BEGINNING, according to a plat of survey prepared by Stan Steele, Georgia Registered Land Surveyor No. 2615, of Walden, Ashworth & Associates, Inc., dated October 7, 1994 and being shown as 1.36 acres of land according to said plat of survey.

GENERAL NOTES

- All angles and distances for a curve are to their respective chords. All bearings are to Grid North as established by global positioning. This survey meets or exceeds the requirement of ALTA/NSPS Land Title Survey for maximum allowable Relative Positional Precision of 0.07 + 50ppm.
- Not all underground utilities are shown hereon. Utilities that are shown are approximate from observed evidence, and available utility plans at time of survey. No guarantee or warranty of the accuracy of the location of underground utilities is hereby implied. Utilities should be verified onsite through Georgia OneCall 811 prior to any construction or digging.
- Source of Title: Dk. 19025, Pg. 257
- Total Area of Property: 58,953 SF ± / 1.35 Acres
- Current Zoning and Restrictions: (Zoning information not provided by the client)
Current Zoning: unknown
Setback Restrictions: Front: unknown
Side: unknown
Rear: unknown
Building Height Restrictions: Unknown
Lot Coverage: Unknown
Parking: Unknown
- Parking: 23 Total Spaces (21 regular spaces + 2 ADA spaces)
- A portion of this property is currently located in Zone X shaded (Areas determined to be inside the 0.2% annual chance floodplain), as depicted on FEMA Flood Panel 1312100151 G, revised September 18, 2013.
- The property has frontage along and indirect access to Roswell Road (S.R. 9), a dedicated public street (See Access Area Schedule)
- Addresses of Property: (From Tax Assessor's Records)
8721 Roswell Road
Sandy Springs, GA
- Potential encroachments were found at time of survey. (See Encroachment Schedule)
- The property described hereon is the same as the property described in First American Title Insurance Company Commitment No. 77-4381/24875-32 with an effective date of September 22, 2024. The land surveyed and the land description in the Title Commitment describe the same property, being the subject property shown hereon. The property and parcels surveyed are contiguous with no evidence of gaps, gores, or overlaps observed. All easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site have been plotted hereon or otherwise noted as to their effect on the subject property.
- No evidence of cemeteries was observed during survey.
- Survey not final without Seal and Signature of Surveyor.
- This survey may not be reproduced, altered, or copied without written permission of TTL, Inc.

**TABLE A
OPTIONAL REQUIREMENTS**

- Monuments placed... As Shown Hereon
- Address(es) of surveyed property... See Note #9
- Flood zone classifications... See Note #7
- Gross land area... As Shown Hereon, See Note #4
- (a) ... List the current zoning... See Note #5
- (a) Exterior dimensions of all buildings... As shown hereon
(b) Square footage of:
(1) exterior footprint of all buildings... As shown hereon
- Substantial features observed... As Shown Hereon
- Number and type... of parking spaces... As shown hereon - See Note 6
- As designated by client, a determination of the relationship and location of certain division or party walls... None Designated by Client
- Evidence of underground utilities existing on or serving the property... (b) markings coordinated by the surveyor... As Shown Hereon, See Note #2
- As specified by the client, Governmental Agency... requirements... None Requested by Client
- Names of adjoining owners according to current tax records... As Shown Hereon
- As specified by the client, distance to the nearest intersecting street... None Requested by client.
- Rectified orthophotography, photogrammetric mapping... Not requested for this survey.
- Evidence of recent earth moving work... None Observed
- Proposed changes in street right of way lines... Evidence of recent street or sidewalk construction... None Observed
- ... include as part of the survey any plottable offsite easements... Provided offsite Easement information Plotted if possible
- Professional liability insurance policy obtained by surveyor... Certificate available upon request

Former Wells Fargo Bank Site
Outlot 1, Dunwoody Place Shopping Center
Sevan Multi-Site Solutions
8721 Roswell Road
Being Located in Land Lot 368, 6th District, 17th Section of Fulton County, Georgia

**PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES
OR IMPLEMENTATION)**

Sheet Title
**ALTA/NSPS
Land Title Survey**

No.	Date	Revision Description

Checked By: SGT / CMH
Date Surveyed: 09/06/2024
Drawn By: SGT / GNF
Date Drawn: 10/07/2024
Scale: 1" = 20'
Proj. No.: 24-01-2411.00
File Name: 24-2411-ALTA-surveydwg

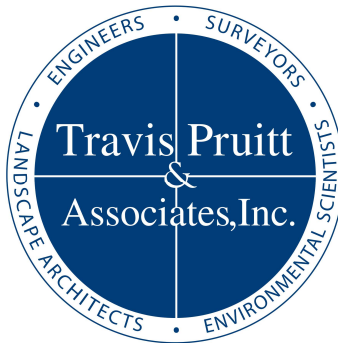
STORMWATER MANAGEMENT CONCEPT

for

WHATABURGER SANDY SPRINGS

Land Lot 368 of the 6th District
Sandy Springs, Georgia

TPA Job No. 1-24-0583



4317 Park Drive, Suite 400
Norcross, Georgia 30093
(770) 416-7511

FOR THE FIRM
Travis Pruitt & Associates, Inc.



Stormwater Management Summary

To account for runoff reduction on 8721 Roswell Road, the site area was separated into four drainage basins with bioretention areas to account for the runoff reduction volume requirement. The basins provide the majority of the required with the remaining volume accounted for via water quality treatment in an underground detention pond. With the total disturbed site area being 1.07 acres and the total impervious area being 0.70 acres, the total required runoff reduction volume for the site is 2,977 cubic feet; however, each basin calculated individually requires 1852 cubic feet of runoff reduction volume. The bioretention basins account for the RRv as follows:

Basin	Drainage Area (Ac.)	Impervious Area (Ac.)	Percent Impervious	RRv Required (Cu. Ft.)	RRv Provided (Cu. Ft.)
1	0.13	0.08	61.54%	342	911
2	0.08	0.06	75.00%	253	261
3	0.31	0.25	80.65%	1048	1113
4	0.06	0.05	83.33%	209	201*
5	0.49	0.26	53.06	1126	0**

* Bioretention basin #4 does not fully satisfy the volume requirement for the given area. In the event that the bioretention pond fills completely, excess water will flow downhill to be collected by bioretention basin #3 where there is additional volume provided to account for overflow.

**The remaining volume not able to be treated by the bioretention ponds will be accounted for in an underground stormwater storage facility. 1.2” * required RRv = 1351 cubic feet of water quality required. 1375.69 cubic feet will be provided.

Channel protection for the underground pond was calculated using the water quality volumes to require 3181 cubic feet of channel protection volume. 3191 cubic feet will be provided. See attached calculations for RRv, water quality, and channel protection.

The total impervious area on the site is less under developed conditions than the previous development. The underground detention pond ensures that all peak flows for storm events remain less than the pre-developed conditions. See attached hydrograph return period recap and summary report for pre/post developed peak flows and volumes.

RUNOFF REDUCTION VOLUME CALCULATIONS - BIORETENTION AREA #1

Bioretention Area

Calculate the Target Runoff Reduction Volume (RR_v) to capture the first 1.0-inch of rainfall over the contributory drainage area to be retained on-site.

1. Determine Runoff Reduction Target Volume:

$$P = 1.2'' * R_v$$

$$R_v = 0.05 + (\%I) * 0.009$$

$$RR_v = (P / 12) * A$$

P = target runoff reduction rainfall (watershed inches)

R_v = the weighted volumetric runoff coefficient

I = percent impervious as a whole number

A = on-site area (ft²)

Total On-Site Impervious Drainage Area =	0.08	ac.
Total On-Site Drainage Area =	0.13	ac.
%I (percent impervious) =	61.54%	

R _v =	0.604	
P =	0.725	
RR _v =	342	ft ³

$$(VP_{\min}) \geq RRV \text{ (target)} / (RR\%)$$

RR% = runoff reduction percentage or credit

VP_{min} = minimum storage volume required for RR

RR_v (target) = Runoff reduction target volume (ft³)

RR% =	100%	
RR _v (target) =	342	ft ³
VP _{min} ≥	342	ft ³

3. Determine Storage Volume of the Practice & Pretreatment Volume:

$$VP = (PV + VES (N))$$

VP = volume provided (temporary storage) (ft³)

PV = ponding volume (ft³)

VES = volume of infiltration stone (ft³)

N = porosity

PV =	475	ft ³	(1 ft)
VES =	1744	ft ³	(3.0 ft)
N =	0.25		
VP =	911	ft ³	

4. Determine if Minimum Storage Volume is met:

$$VP \geq VP_{\min}$$

VP =	911	ft ³
VP _{min} =	342	ft ³
	YES	

RUNOFF REDUCTION VOLUME CALCULATIONS - BIORETENTION AREA #2

Bioretention Area

Calculate the Target Runoff Reduction Volume (RR_v) to capture the first 1.0-inch of rainfall over the contributory drainage area to be retained on-site.

1. Determine Runoff Reduction Target Volume:

$$P = 1.2'' * R_v$$

$$R_v = 0.05 + (\%I) * 0.009$$

$$RR_v = (P / 12) * A$$

P = target runoff reduction rainfall (watershed inches)

R_v = the weighted volumetric runoff coefficient

I = percent impervious as a whole number

A = on-site area (ft²)

Total On-Site Impervious Drainage Area =

0.06 ac.

Total On-Site Drainage Area =

0.08 ac.

%I (percent impervious) =

75.00%

R_v =

0.725

P =

0.870

RR_v =

253 ft³

$$(VP_{\min}) \geq RRV \text{ (target)} / (RR\%)$$

RR% = runoff reduction percentage or credit

VP_{min} = minimum storage volume required for RR

RR_v (target) = Runoff reduction target volume (ft³)

RR% =

100%

RR_v (target) =

253 ft³

VP_{min} ≥

253 ft³

3. Determine Storage Volume of the Practice & Pretreatment Volume:

$$VP = (PV + VES (N))$$

VP = volume provided (temporary storage) (ft³)

PV = ponding volume (ft³)

VES = volume of infiltration stone (ft³)

N = porosity

PV =

142 ft³

(1 ft)

VES =

475 ft³

(3.0 ft)

N =

0.25

VP =

261 ft³

4. Determine if Minimum Storage Volume is met:

$$VP \geq VP_{\min}$$

VP =

261 ft³

VP_{min} =

253 ft³

YES

RUNOFF REDUCTION VOLUME CALCULATIONS - BIORETENTION AREA #3

Bioretention Area

Calculate the Target Runoff Reduction Volume (RR_v) to capture the first 1.0-inch of rainfall over the contributory drainage area to be retained on-site.

1. Determine Runoff Reduction Target Volume:

$P = 1.2'' * R_v$	$P =$ target runoff reduction rainfall (watershed inches)
$R_v = 0.05 + (\%I) * 0.009$	$R_v =$ the weighted volumetric runoff coefficient
$RR_v = (P / 12) * A$	$I =$ percent impervious as a whole number
	$A =$ on-site area (ft ²)

Total On-Site Impervious Drainage Area =	0.25	ac.
Total On-Site Drainage Area =	0.31	ac.
%I (percent impervious) =	80.65%	

R _v =	0.776
P =	0.931
RR _v =	1048 ft ³

$(VP_{min}) \geq RR_v \text{ (target)} / (RR\%)$	RR% = runoff reduction percentage or credit
	VP _{min} = minimum storage volume required for RR
	RR _v (target) = Runoff reduction target volume (ft ³)

RR% =	100%
RR _v (target) =	1048 ft ³
VP _{min} ≥	1048 ft ³

3. Determine Storage Volume of the Practice & Pretreatment Volume:

$VP = (PV + VES (N))$	VP = volume provided (temporary storage) (ft ³)
	PV = ponding volume (ft ³)
	VES = volume of infiltration stone (ft ³)
	N = porosity

PV =	725 ft ³	(1 ft)
VES =	1553 ft ³	(3.0 ft)
N =	0.25	
VP =	1113 ft ³	

4. Determine if Minimum Storage Volume is met:

$VP \geq VP_{min}$

VP =	1113 ft ³
VP _{min} =	1048 ft ³
	YES

RUNOFF REDUCTION VOLUME CALCULATIONS - BIORETENTION AREA #4

Bioretention Area

Calculate the Target Runoff Reduction Volume (RR_v) to capture the first 1.0-inch of rainfall over the contributory drainage area to be retained on-site.

1. Determine Runoff Reduction Target Volume:

$$P = 1.2'' * R_v$$

$$R_v = 0.05 + (\%I) * 0.009$$

$$RR_v = (P / 12) * A$$

P = target runoff reduction rainfall (watershed inches)

R_v = the weighted volumetric runoff coefficient

I = percent impervious as a whole number

A = on-site area (ft²)

Total On-Site Impervious Drainage Area =

0.05 ac.

Total On-Site Drainage Area =

0.06 ac.

%I (percent impervious) =

83.33%

R_v =

0.800

P =

0.960

RR_v =

209 ft³

$$(VP_{\min}) \geq RRV \text{ (target)} / (RR\%)$$

RR% = runoff reduction percentage or credit

VP_{min} = minimum storage volume required for RR

RR_v (target) = Runoff reduction target volume (ft³)

RR% =

100%

RR_v (target) =

209 ft³

VP_{min} ≥

209 ft³

3. Determine Storage Volume of the Practice & Pretreatment Volume:

$$VP = (PV + VES (N))$$

VP = volume provided (temporary storage) (ft³)

PV = ponding volume (ft³)

VES = volume of infiltration stone (ft³)

N = porosity

PV =

110 ft³

(1 ft)

VES =

365 ft³

(3.0 ft)

N =

0.25

VP =

201 ft³

4. Determine if Minimum Storage Volume is met:

$$VP \geq VP_{\min}$$

VP =

201 ft³

VP_{min} =

209 ft³

NO

STORMWATER POND "A"

Calculate the Water Quality Runoff (WQ_R) and the required Water Quality Volume (WQ_V) to capture

1. Water Quality Volume estimation can be determined by the following method:

$$\begin{aligned}WQ_R &= 1.2'' * R_v & WQ_R &= \text{water quality runoff (watershed inches)} \\R_v &= 0.05 + (\%I) * 0.009 & R_v &= \text{the weighted volumetric runoff coefficient} \\WQ_V &= (WQ_R / 12) * A & I &= \text{percent impervious as a whole number} \\ & & A &= \text{on-site area (ft}^2\text{)}\end{aligned}$$

$$\begin{aligned}\text{Total On-Site Impervious Drainage Area to Pond} &= & 0.26 & \text{ ac.} \\ \text{Total On-Site Drainage Area to Pond} &= & 0.49 & \text{ ac.} \\ \%I \text{ (percent impervious)} &= & 53.06\% & \end{aligned}$$

$$\begin{aligned}R_v &= & 0.5276 & \\ WQ_R &= & 0.7597 & \\ WQ_V &= & 1351 & \text{ c.f.}\end{aligned}$$

Water Quality Volume Provided: 1376 ft³ @ Elev. 950.83

$$WQ_V \text{ Provided} = 1375.69$$

2. Channel Protection volume estimation can be determined by the following basic approach:

$$V_s/V_r = 0.682 - 1.43(q_o/q_i) + 1.64(q_o/q_i)^2 - 0.804(q_o/q_i)^3$$

Where:

$$\begin{aligned}V_s &= \text{required storage volume (acre-feet)} \\ V_r &= \text{runoff volume (acre-feet)} \\ q_o &= \text{peak outflow discharge (cfs)} \\ q_i &= \text{peak inflow discharge (cfs)}\end{aligned}$$

The required storage volume can be calculated by:

$$V_s = ((V_s/V_r)(Q_d)(A))/12$$

Where:

$$\begin{aligned}V_s \text{ and } V_r &= \text{as previously defined} \\ Q_d &= \text{the developed runoff for the design storm (inches)} \\ A &= \text{total drainage area (acres)} = 0.81 \text{ ac.}\end{aligned}$$

$$I_a/P \text{ for CN} = 77.1$$

(Table 2.1.5-3 Georgia Stormwater Management Manual)

$$I_a = 0.59$$

$$P = 3.3$$

$$I_a/P = 0.179$$

$$q_u = 1000 \text{ csm/in (1-year) (Figure 2.1.5-6 GSMM)}$$

$$(q_o/q_i) = 0.020 \text{ (Figure 2.2.5-1 Georgia Stormwater Management Manual)}$$

$$V_s/V_r = 0.682 - 1.43(0.020) + 1.64(0.020)^2 - 0.804(0.020)^3$$

$$V_s/V_r = 0.654$$

$$S = (1000/CN) - 10$$

$$S = 2.97$$

$$Q_d = (P1 - 0.2(S))^2 / (P1 + 0.8(S))$$

$$Q_d = 1.29$$

$$CP_v = V_s = ((V_s/V_r)(Q_d)(A))/12$$

$$CP_v = 0.057 \text{ acre-feet}$$

$$CP_v = 2481 \text{ c.f.}$$

Calculate the volume required for the one year (channel protection)
+ (water quality volume provided - 1/2 required water quality volume).

$$= 3181$$

Channel Protection Vol. Provided: 3191 ft³ @ Elev.

952.58

3. Calculate the required sediment forebay for each pond inlet. The forebay is sized to contain 0.1 inches per impervious acre of contributing drainage.

$$V_f = (\text{impervious area}) * (0.1\text{-in}) * (43,560 \text{ sf/acre}) / (12 \text{ in/ft})$$

$$V_f = 94 \text{ c.f.}$$

4. Calculate the required orifice size to release the water quality volume over a 24-hour period.

$$A_o = (WQ_v/t) / (0.6) * [(64.4) * (h/2)]^{0.5}$$

A_o = Area of orifice (square feet)

WQ_v = Water Quality Volume required (cubic feet)

t = Release time (seconds)

h = Height above centroid of orifice (feet)

$$= 1351$$

$$= 86400$$

$$\text{Bottom of Pond} = 949.25$$

$$WQ_v \text{ elev} = 950.83$$

$$A_o = 0.004 \text{ s.f.}$$

$$d = 0.07 \text{ ft.}$$

$$d = 0.82 \text{ in.}$$

Use a 0.75-inch Diameter Orifice

5. Calculate the orifice required for the facility for a 24 hr draw down time for the provided channel protection volume:

$$A_o = (Vol/t)/(0.6) * [(64.4)*(h/2)]^{0.5}$$

A_o = Area of orifice (square feet)

CP_v = Channel Protection Volume required (cubic feet) = 2481

Vol = CP_v required - 50% WQ_v required = 1805

t = Release time (seconds)

h = Height above centroid of orifice (feet)

WQ_v elev = 950.83

CP_v elev = 952.58

A_o = 0.005 s.f.

d = 0.08 ft.

d = 0.92 in.

Use a 0.75-inch Diameter Orifice

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	----	3.229	3.978	----	5.318	6.519	8.294	9.745	11.30	Pre-Dev Basin 1
2	SCS Runoff	----	1.498	1.717	----	2.093	2.419	2.888	3.263	3.658	Offsite 1
3	SCS Runoff	----	2.826	3.239	----	3.948	4.561	5.445	6.153	6.898	Offsite 2
4	Combine	2, 3	4.324	4.956	----	6.041	6.979	8.333	9.416	10.56	Offsite 1 & 2
5	Reach	4	4.108	4.768	----	5.888	6.846	8.212	9.296	10.45	Offsite 1&2 thru pipe
6	SCS Runoff	----	2.440	2.797	----	3.409	3.939	4.703	5.314	5.958	Offsite 3
7	SCS Runoff	----	4.239	4.858	----	5.921	6.841	8.168	9.229	10.35	Offsite 4
8	Combine	5, 6, 7	10.61	12.24	----	15.02	17.43	20.88	23.65	26.55	Offsite 1-4
9	SCS Runoff	----	0.646	0.732	----	0.880	1.007	1.192	1.340	1.496	Offsite 5
10	Reach	9	0.435	0.516	----	0.661	0.788	0.973	1.122	1.284	Offsite 5 thru pipe
11	SCS Runoff	----	2.612	2.993	----	3.649	4.215	5.033	5.687	6.376	Offsite 6
12	SCS Runoff	----	6.765	7.753	----	9.450	10.92	13.04	14.73	16.51	Offsite 7
13	SCS Runoff	----	8.734	10.01	----	12.20	14.10	16.83	19.02	21.32	Offsite 8
14	Combine	11, 12, 13	18.11	20.76	----	25.30	29.23	34.90	39.44	44.21	Offsite 6-8
15	SCS Runoff	----	2.654	3.042	----	3.708	4.284	5.115	5.780	6.480	Offsite 9
16	Combine	8, 10, 14, 15	31.60	36.29	----	44.38	51.40	61.54	69.65	78.19	Offsite 1-9
17	SCS Runoff	----	10.06	11.58	----	14.19	16.45	19.71	22.32	25.06	Offsite 10
18	SCS Runoff	----	9.008	10.63	----	13.47	15.95	19.55	22.44	25.49	Offsite 11
20	SCS Runoff	----	0.194	0.327	----	0.602	0.878	1.319	1.702	2.128	Post Dev Bypass
21	SCS Runoff	----	3.055	3.563	----	4.441	5.203	6.306	7.189	8.120	Post Dev Basin 1 to Pond
22	Reservoir	21	0.300	0.857	----	2.588	4.600	5.742	6.209	6.786	Basin 1 to Pond
23	Combine	20, 22	0.354	1.148	----	3.189	5.458	7.021	7.894	8.901	Post-Dev Basin 1 & Bypass
25	Combine	1, 16, 17, 18,	52.25	60.59	----	75.03	87.58	105.75	120.34	135.73	Pre-Dev Study Point
26	Combine	16, 17, 18, 23,	49.18	56.89	----	71.19	85.11	104.31	118.20	132.92	Post-Dev Study Point
28	Combine	16, 17, 18, 20, 21,	52.19	60.40	----	74.61	86.97	104.86	119.24	134.40	<no description>

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	3.229	1	718	6,488	----	----	----	Pre-Dev Basin 1
2	SCS Runoff	1.498	1	717	3,204	----	----	----	Offsite 1
3	SCS Runoff	2.826	1	717	6,043	----	----	----	Offsite 2
4	Combine	4.324	1	717	9,247	2, 3	----	----	Offsite 1 & 2
5	Reach	4.108	1	719	9,246	4	----	----	Offsite 1&2 thru pipe
6	SCS Runoff	2.440	1	717	5,219	----	----	----	Offsite 3
7	SCS Runoff	4.239	1	717	9,064	----	----	----	Offsite 4
8	Combine	10.61	1	718	23,529	5, 6, 7	----	----	Offsite 1-4
9	SCS Runoff	0.646	1	717	1,437	----	----	----	Offsite 5
10	Reach	0.435	1	722	1,259	9	----	----	Offsite 5 thru pipe
11	SCS Runoff	2.612	1	717	5,585	----	----	----	Offsite 6
12	SCS Runoff	6.765	1	717	14,466	----	----	----	Offsite 7
13	SCS Runoff	8.734	1	717	18,677	----	----	----	Offsite 8
14	Combine	18.11	1	717	38,728	11, 12, 13	----	----	Offsite 6-8
15	SCS Runoff	2.654	1	717	5,676	----	----	----	Offsite 9
16	Combine	31.60	1	718	69,192	8, 10, 14, 15	----	----	Offsite 1-9
17	SCS Runoff	10.06	1	717	21,310	----	----	----	Offsite 10
18	SCS Runoff	9.008	1	723	25,718	----	----	----	Offsite 11
20	SCS Runoff	0.194	1	723	752	----	----	----	Post Dev Bypass
21	SCS Runoff	3.055	1	717	6,329	----	----	----	Post Dev Basin 1 to Pond
22	Reservoir	0.300	1	744	5,577	21	952.86	3,439	Basin 1 to Pond
23	Combine	0.354	1	743	6,329	20, 22	----	----	Post-Dev Basin 1 & Bypass
25	Combine	52.25	1	718	122,707	1, 16, 17, 18,	----	----	Pre-Dev Study Point
26	Combine	49.18	1	718	122,548	16, 17, 18, 23,	----	----	Post-Dev Study Point
28	Combine	52.19	1	718	123,300	16, 17, 18, 20, 21,	----	----	<no description>
24-0583.gpw					Return Period: 1 Year			Monday, 06 / 16 / 2025	

TRAFFIC IMPACT STUDY

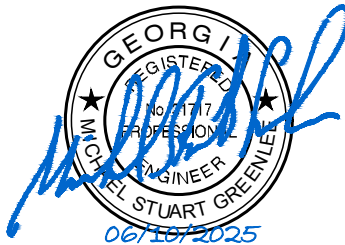
Whataburger Sandy Springs

8721 Roswell Road
Sandy Springs, Fulton County, Georgia

TPA Job No. 1-24-0583



1586 Mars Hill Road, Suite A
Watkinsville, Georgia 30677
(706) 310-1551



FOR THE FIRM
Travis Pruitt & Associates, Inc.

Issued: 6/10/2025



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I. INTRODUCTION

The proposed development is a quick service restaurant land use located at 8721 Roswell Road in the City of Sandy Springs in Fulton County, Georgia. The property is 1.35 acres and located on Tax Parcel 06 0368 LL0814. The development will include 1 new building with a total of 3,591 square feet of space. The project will be constructed in a single phase. Construction will begin in 2025 (Existing Year) and the project is anticipated to be completed and fully occupied in 2026 (Opening Year). In addition to the building, the project will include outdoor dining space, dual drive-through lanes, internal parking and a new dumpster enclosure. The parking lot will have a two-way access on the north side of the property and an ingress-only access on the east side of the property. The access points will connect to the existing parking and internal drive aisles that serve the Dunwoody Place shopping center. The proposed project does not include any new direct connections from the site to the adjacent public roadway network (Roswell Road and Dunwoody Place). The project will also include water, sanitary sewer and stormwater management facilities.

The project access will be made through the existing driveways located on Roswell Road and Dunwoody Place. The driveways will be designated as Existing Driveway #1 (right-in/right out driveway on Roswell Road adjacent to the project site), Existing Driveway #2 (full access driveway on Roswell Road approximately 296LF north of Existing Driveway #1), and Existing Driveway #3 (full access driveway on Dunwoody Place to the north of the Publix Building).

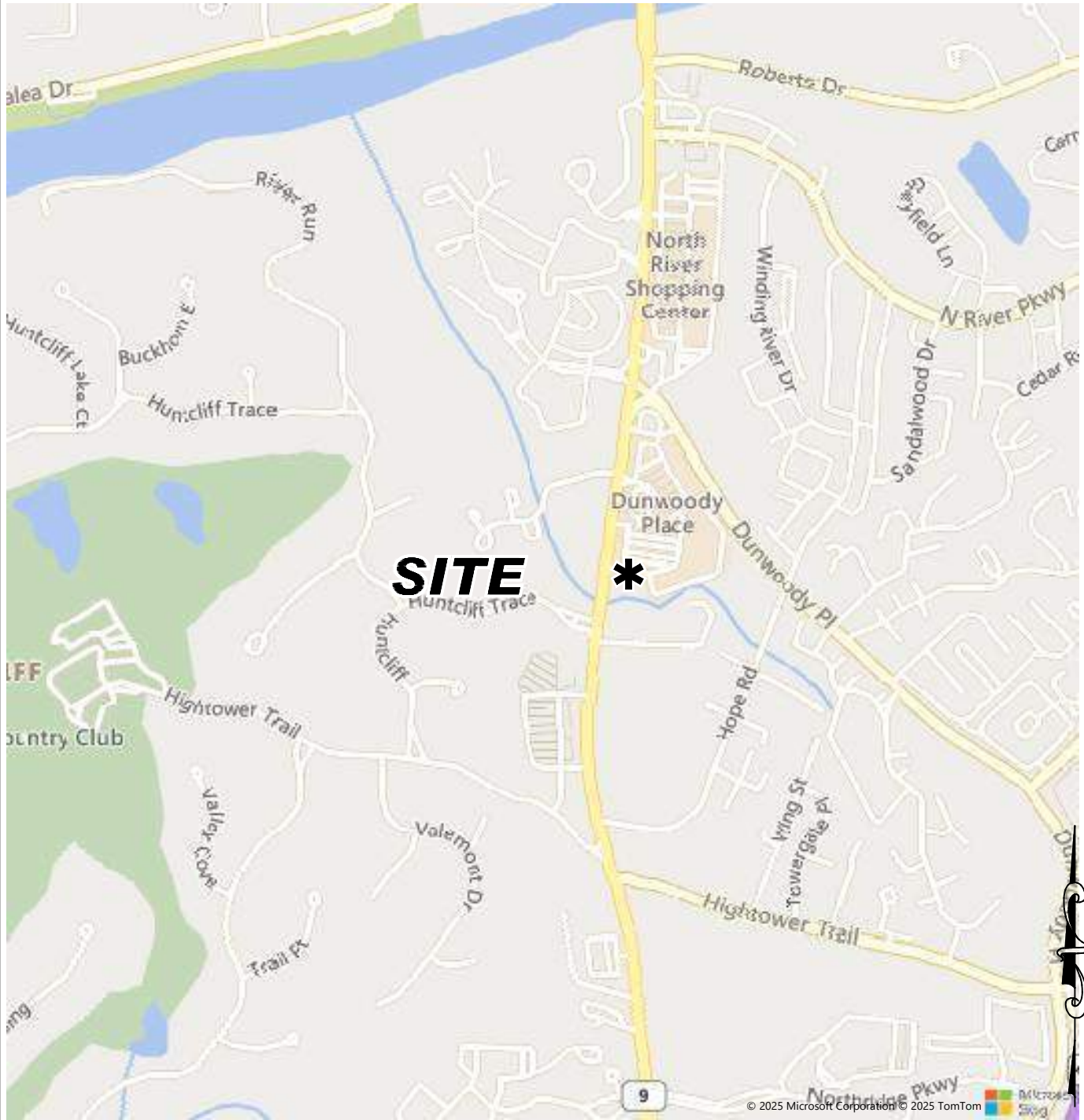
The properties to the north and east of the project site, are zoned commercial and include the Dunwoody Place shopping center. Roswell Road is located to the west of the site. A creek is located on the south side of the property. To the south of the creek are the Huntington Place townhomes.

The project is expected to be completed and occupied in one (1) year.

The purpose of this study is to determine the impact of this development on Roswell Road and Dunwoody Place. Figure 1 is a vicinity map for the subject property and Figure 2 is a site plan that shows the location of the proposed access points for the project. The scope of the study includes analyses of the following intersections:

- #1 Roswell Road / Existing Driveway #1 (RIRO)
- #2 Roswell Road / Existing Driveway #2
- #3 Dunwoody Place / Existing Driveway #3
- #4 Roswell Road / Dunwoody Place

**FIGURE 1
VICINITY MAP**




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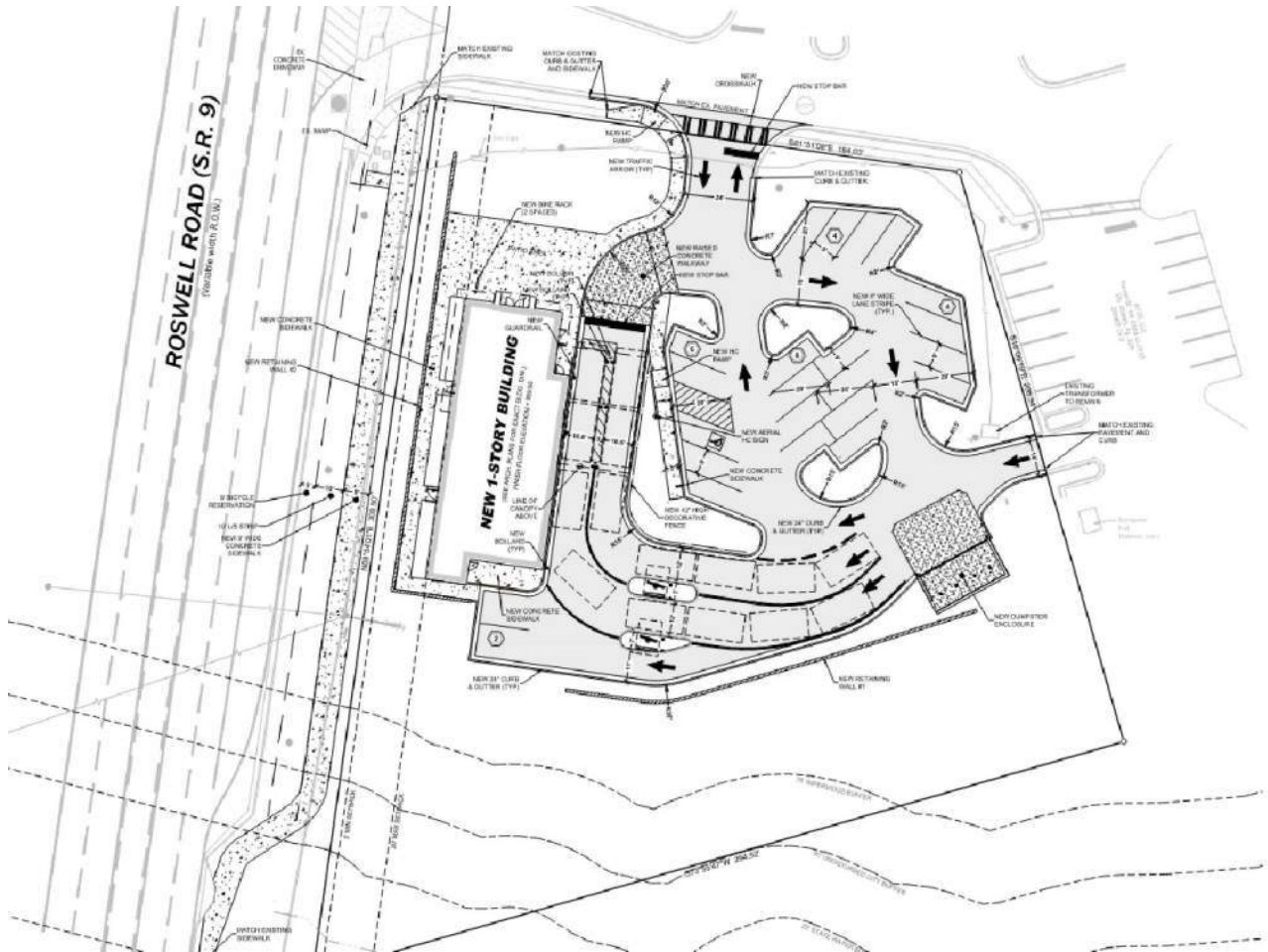
FIGURE 1 VICINITY MAP

**WHATABURGER SANDY
SPRINGS**

8721 Roswell Road
FULTON COUNTY GEORGIA

DATE: 6/8/2025
SCALE: NTS
CN: 240583 Traffic
JN: 1-24-0583
FN:
Sheet No. ----

FIGURE 2 SITE PLAN





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FIGURE 2 SITE PLAN	
WHATABURGER SANDY SPRINGS	
8721 ROSWELL ROAD FULTON COUNTY GEORGIA	

DATE: 6/8/2025
SCALE: NTS
CN: 240583 Traffic
JN: 1-24-0583
FN: ----
Sheet No. ----



II. EXISTING TRAFFIC CONDITIONS

The study area for the traffic impact study has been defined to include the following intersections:

- #1 Roswell Road / Existing Driveway #1 (RIRO)
- #2 Roswell Road / Existing Driveway #2
- #3 Dunwoody Place / Existing Driveway #3
- #4 Roswell Road / Dunwoody Place

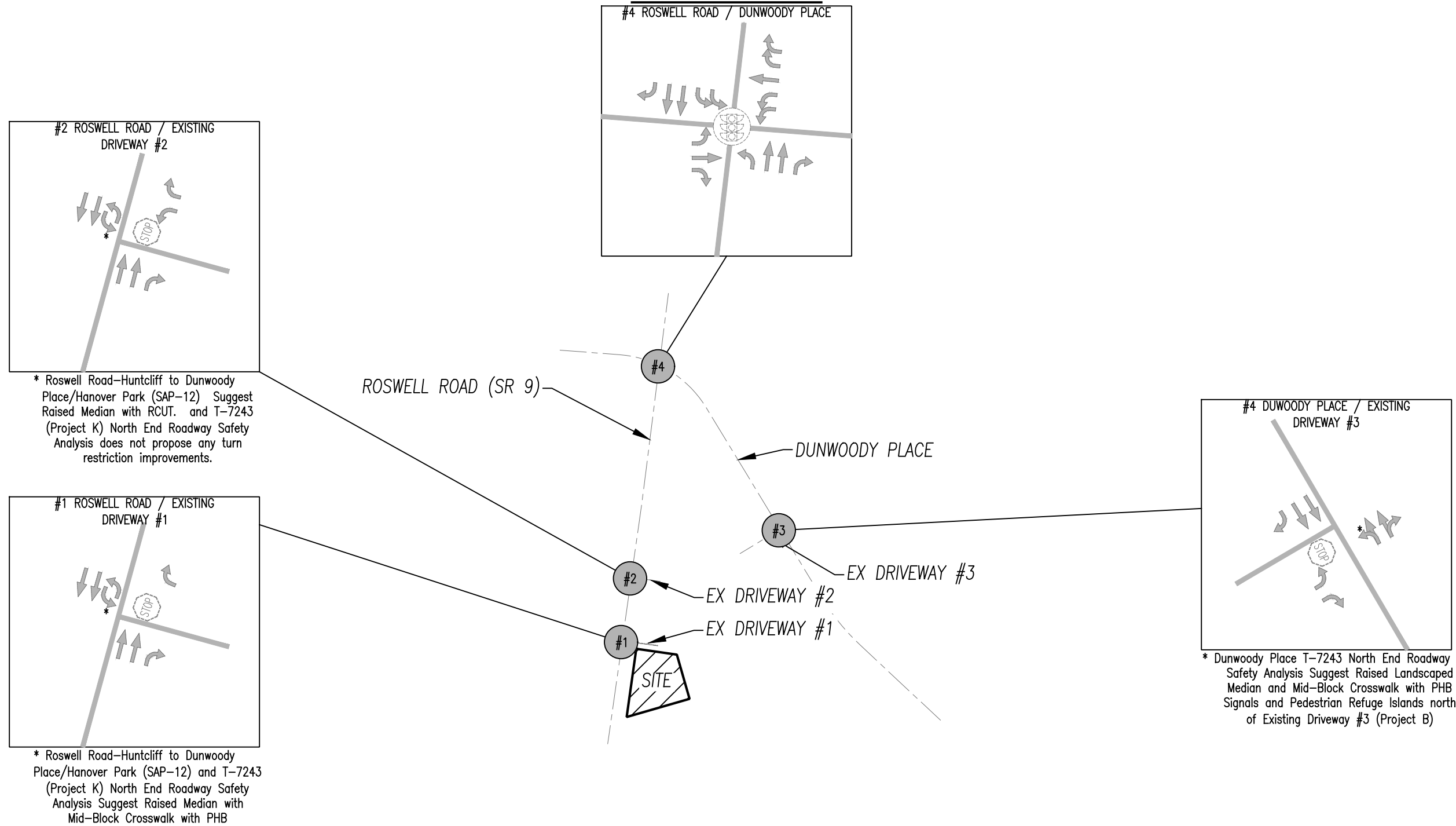
Table 1 below lists the relevant cross section data for the existing road in the study area.

Table 1. Existing Roadway Conditions

Roadway Name	Speed Limit	Cross Section	Maintained By	Lanes	Bike & Ped Facilities	Turn Lanes	Signals	Stop Control
Roswell Road	45 mph	Urban	GDOT	4	Sidewalks on both sides of road. No bike facilities.	Right turn lanes at all project intersections. TWLTL. Restricted LT at Project Driveway #1.	At Intersection with Dunwoody Place	TWSC on Private Driveways
Dunwoody Place	35 mph	Urban	City of Sandy Springs	4	Sidewalks on both sides of road. No bike facilities.	Right turn lanes at all project intersections. No LT at Project Driveway #3.	At Intersection with Roswell Road	TWSC on Private Driveways

A lane diagram for the study intersections is given in Figure 3. AM and PM turning movement counts were made at the existing studied intersections. These counts are shown in Figure 4 through 7, and the original counts are provided in the Appendix.

**FIGURE 3
LANE DIAGRAM**



- Existing Lane
- Existing Lane To Be Removed
- Proposed Lane
- Programmed Improvements

DATE: 6/6/2025
 SCALE: NTS
 CN: 240583 Traffic
 JN: 1-24-0583
 FN: ----
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WHATABURGER SANDY SPRINGS

8721 ROSWELL ROAD
 FULTON COUNTY GEORGIA

FIGURE 3 LANE DIAGRAM

REVISIONS	
6	####
5	
4	
3	
2	
1	
0	

Figure 4

EXISTING TRAFFIC (2025)
AM & PM PEAK HOUR TURNING MOVEMENTS

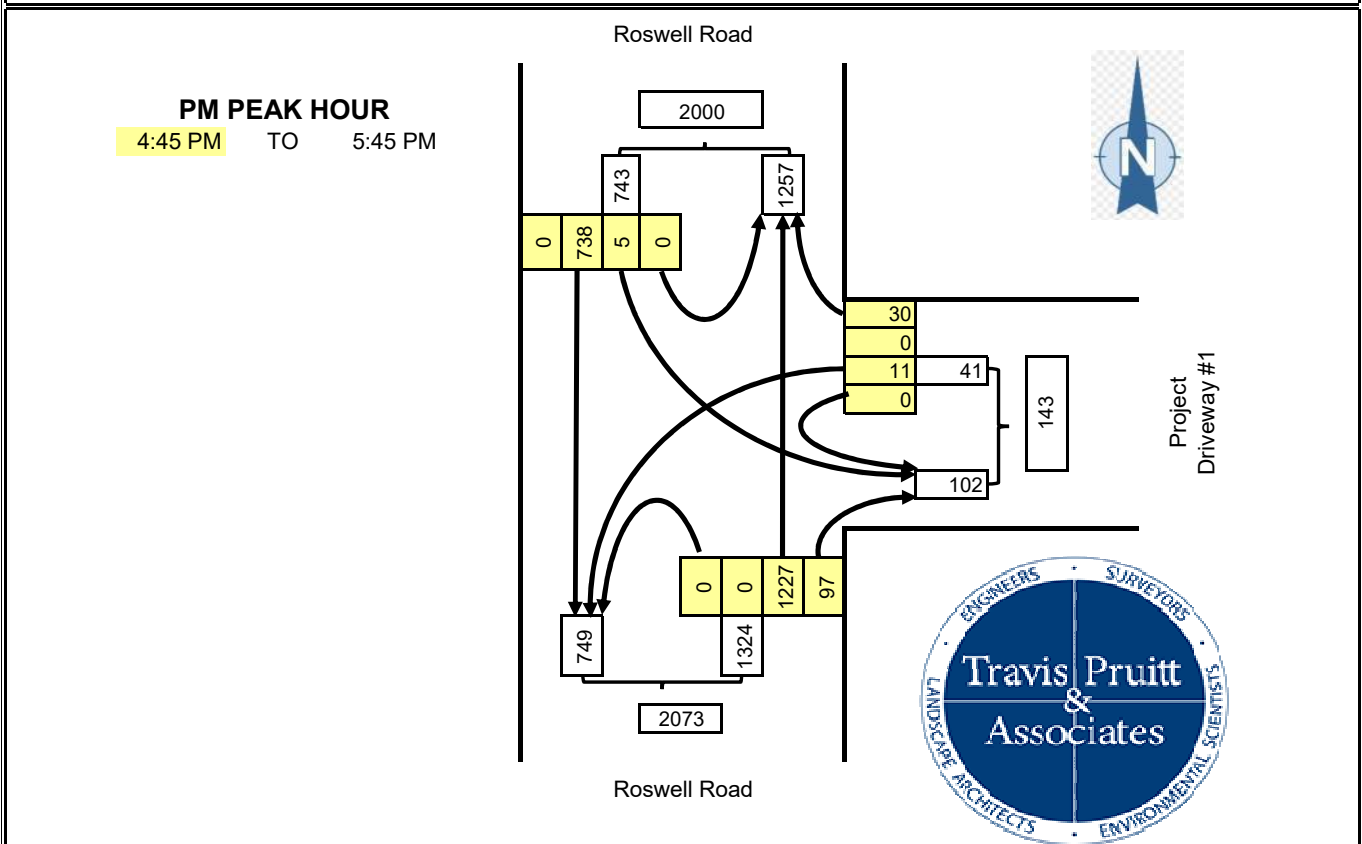
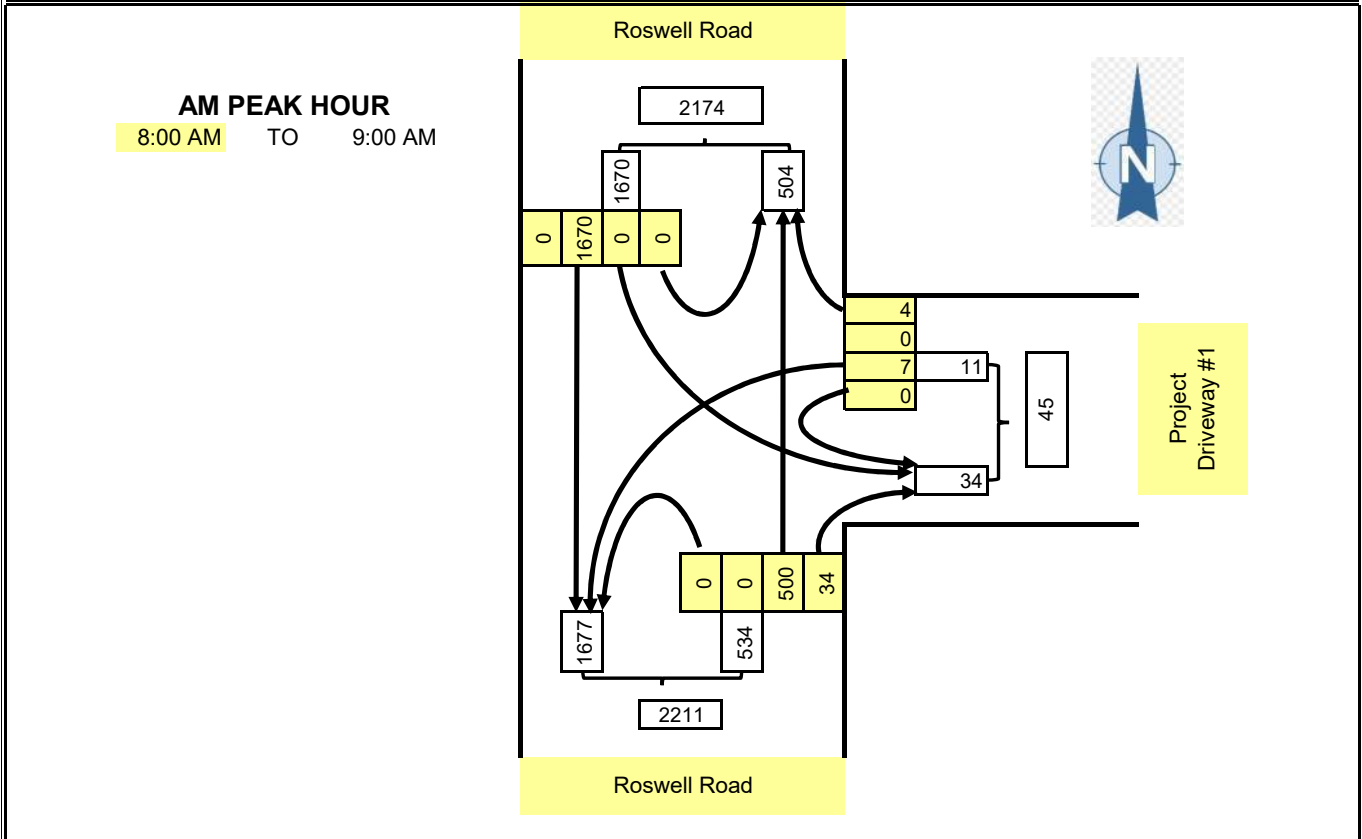


Figure 5

EXISTING TRAFFIC (2025)
AM & PM PEAK HOUR TURNING MOVEMENTS

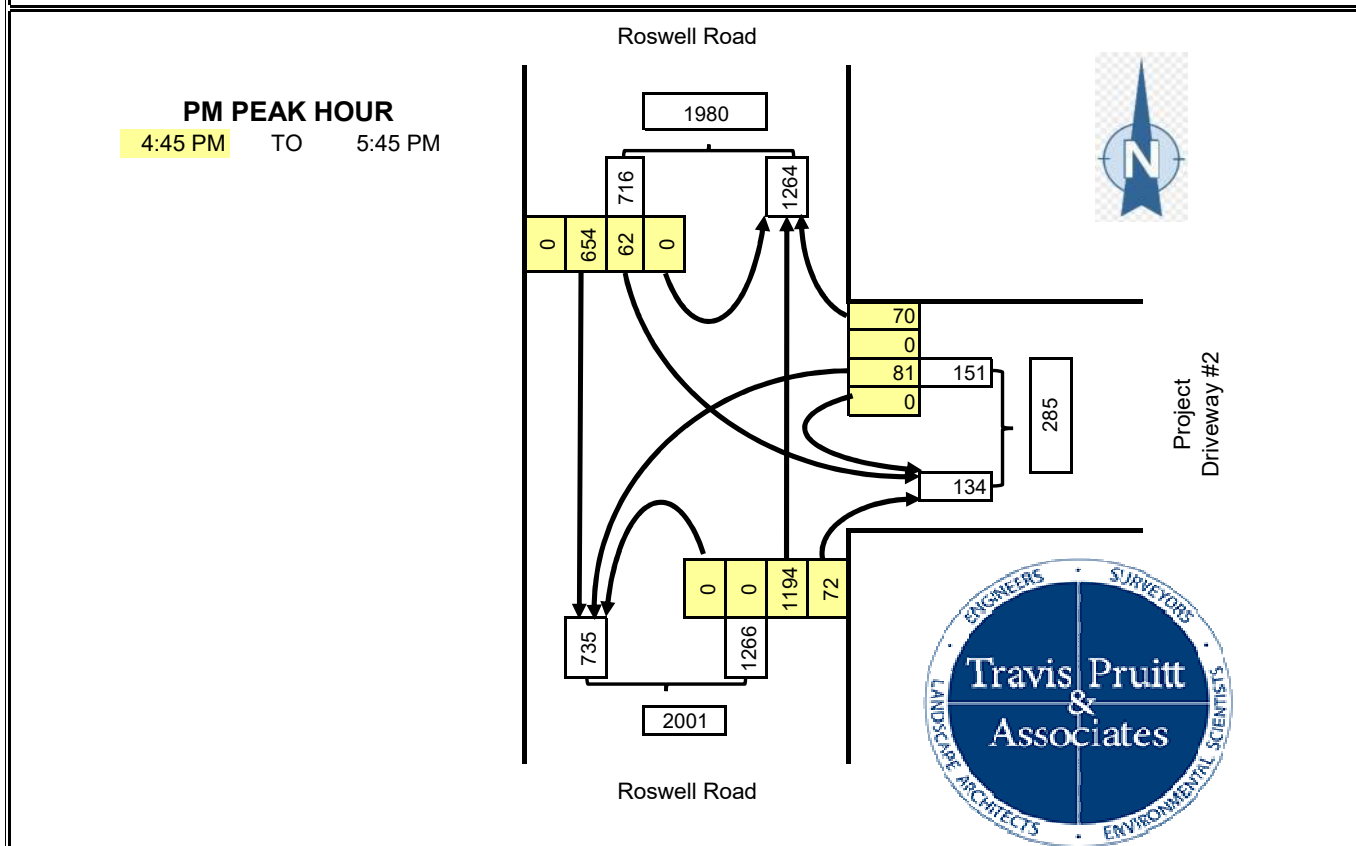
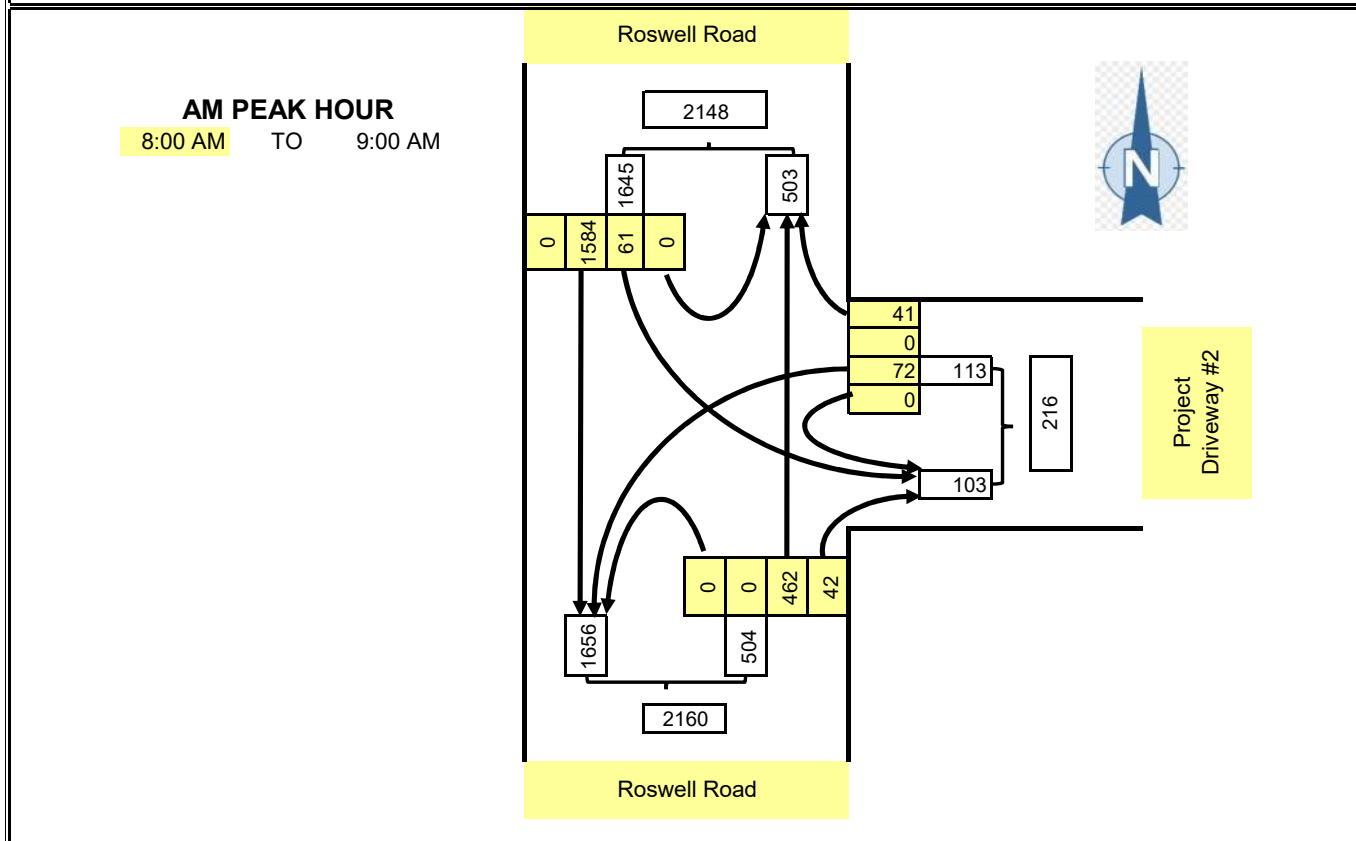


Figure 6

EXISTING TRAFFIC (2025)
AM & PM PEAK HOUR TURNING MOVEMENTS

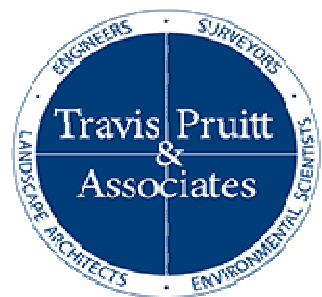
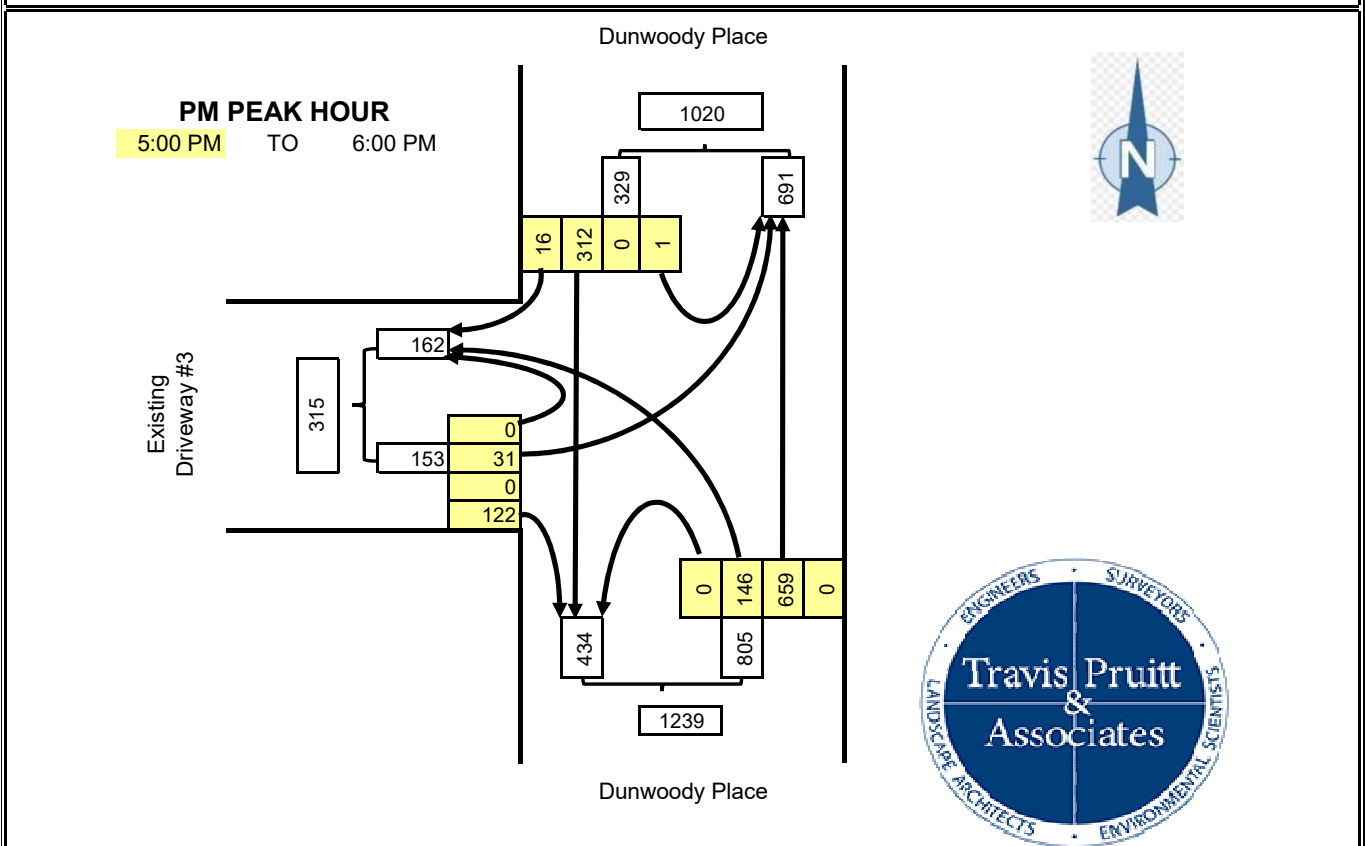
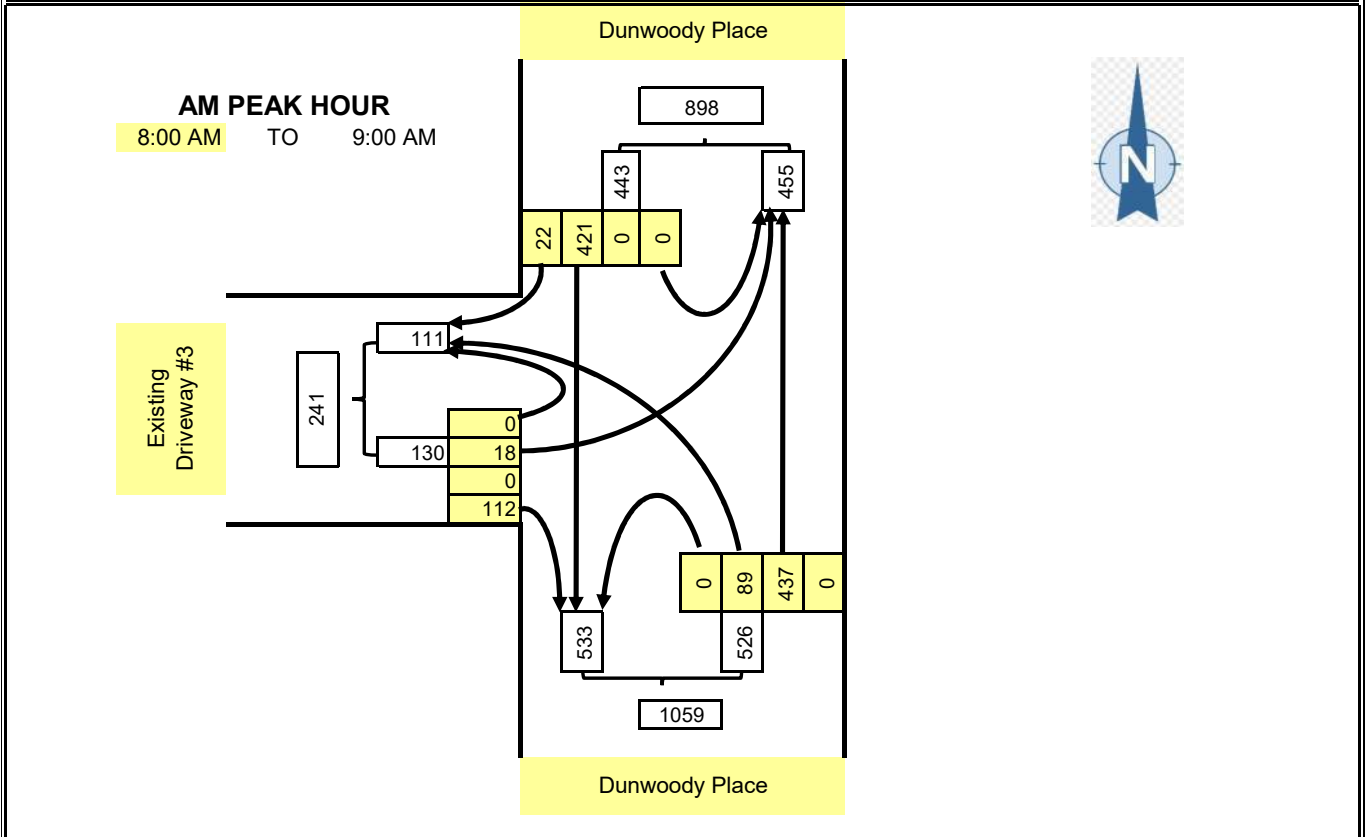
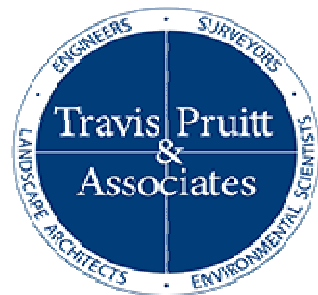
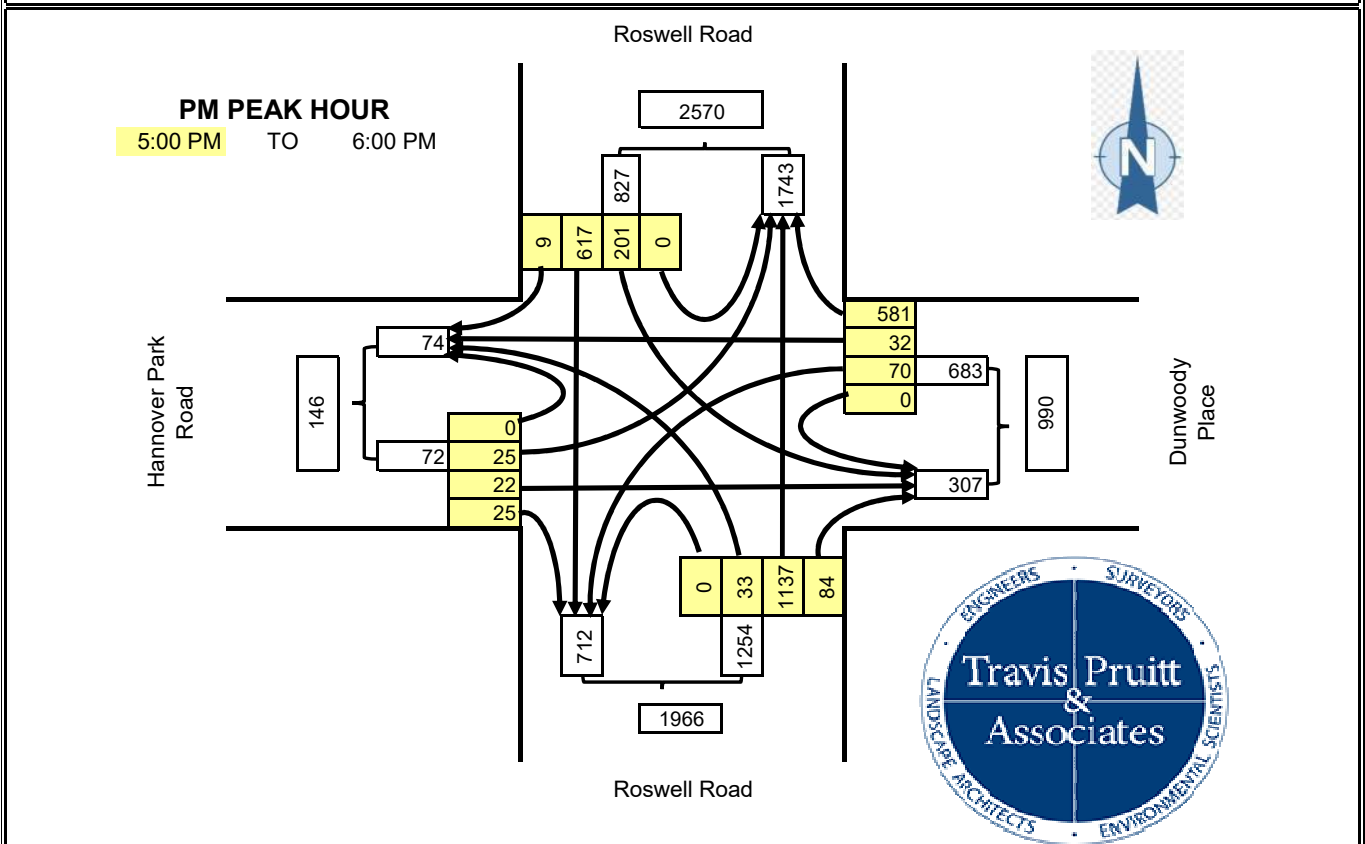
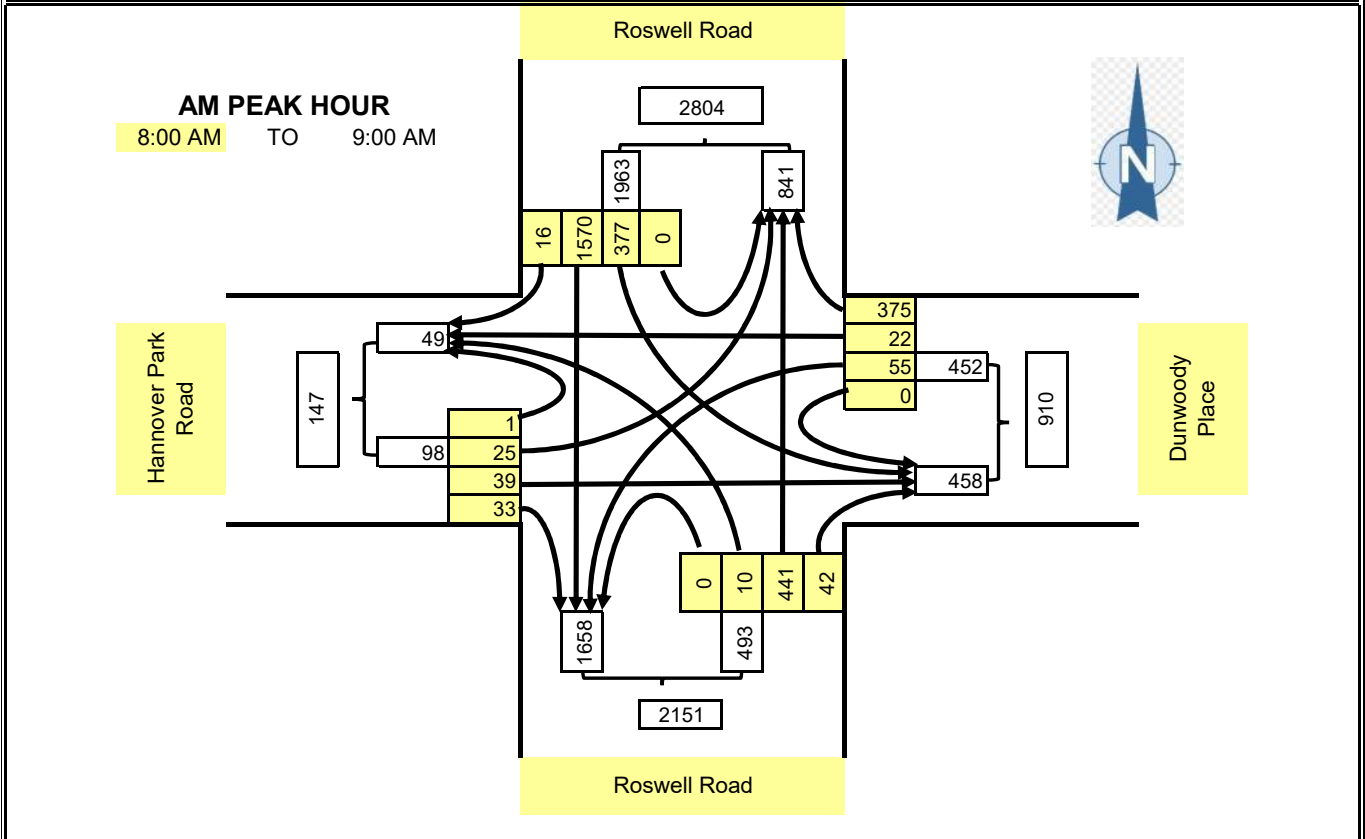


Figure 7

EXISTING TRAFFIC (2025)
AM & PM PEAK HOUR TURNING MOVEMENTS





III. TRIP GENERATION

The accepted procedure for determining the trips generated by the development of a property based on the land use and intensity is to apply the rates or equations developed by the Institute of Transportation Engineers (ITE) as published in the Trip Generation Manual – 11th Edition. The rates or equations in this informational report are calculated from nationally collected data. This method was used to establish the trip generation for the proposed development.

The results of the total vehicle trip generation for Whataburger Sandy Springs are given in Table 2.

Table 2. Trip Generation Results

Trip Generation									
Land Use (ITE Code)	Intensity	Independent Variable	ADT	AM Peak Hour			PM Peak Hour		
			2-Way	Enter	Exit	Total	Enter	Exit	Total
Fast-Food Restaurant with Drive-Through (934)	3.6	1000 Sq. Ft. GFA	1,683	82	79	161	62	57	119
Total			1,683	82	79	161	62	57	119

Pass-By Trips

Pass-by trips are an immediate stop on the way from an origin to a primary trip destination without a route diversion. Pass-by trips are attracted from traffic passing the site on an adjacent street or roadway that offers direct access to the generator. Pass-by trips are deducted from the through volume on the adjacent roadway and are added as ingress turning movements and a corresponding egress trip to continue the vehicle’s original travel direction.

The ITE Trip Generation Manual provides pass-by trip rates for Fast Food Restaurants with Drive-Through (ITE Land Use 934). The pass-by rates are 49% for the AM peak hour and 50% for the PM peak hour. An additional limit is that MARTA allows a maximum pass-by volume of 15% of the traffic volume on the adjacent roadway. For the purpose of this study, a pass-by rate of 49% will be used for both the AM and PM peak hours.

Pass by Trips

AM Entering = 82vpd * 49% = 40vpd
 AM Exiting = 79vpd * 49% = 39vpd

PM Entering = 62vpd * 49% = 30vpd
 PM Exiting = 57vpd * 49% = 28vpd

Primary Trips

AM Entering = 82vpd – (40vpd pass-by) = 42vpd
 AM Exiting = 79vpd – (39vpd pass-by) = 40pd

PM Entering = 62vpd – (30vpd pass-by) = 32vpd
 PM Exiting = 57vpd – (28vpd pass-by) = 29vpd

See Figure 12 for the project traffic volumes with the pass by and primary trips combined.



IV. GROWTH RATE

Growth rate is the annual rate of growth expected at a location within a project facility based on historical traffic trends as well as estimates of expected future growth due to new development and redevelopment.

The required GDOT traffic forecasting methodology relies on two important calculations:

- The existing traffic growth rate based on the analysis of long-term (historical) trends in traffic volumes based on actual traffic counts (not just travel demand model data or output); and
- An estimated future annual traffic growth rate based on expected population and employment growth due to new development or redevelopment based on documented, credible information sources.

For the purposes of this study, GDOT TADA data was used as historical data for the calculation of growth rates on the arterials and major collectors. The subject project includes the development of the growth rate for Roswell Road and Dunwoody Place.

The growth rates were combined to obtain a weighted average for the project. **The calculated growth rate is 0.00%; however, a growth rate of 1.00% will be used for this project.** The calculations are provided in the appendix.



V. CRASH SUMMARY

Historical crash data was obtained for the past 5 years (1/2020-1/2025) for the project limits from the Georgia GEARS database.

For the crashes within the project limits, rear end collisions accounted for 56 percent of the crashes while sideswipe-same direction collisions accounted for 20 percent of all crashes.

Table 3. Intersection #1 (Roswell Road / Existing Driveway #1- RIRO) Crash Data

YEAR	Angle (Other)	Head On	Left Angle	Not a Collision with Motor Vehicle	Rear End	Right Angle Crash	Sideswipe -Opposite Direction	Sideswipe -Same Direction	Total
2020	0	0	0	0	0	0	0	0	0
2021	0	0	1 (O)	0	0	0	0	0	1
2022	0	0	0	0	0	1 (C)	0	0	1
2023	0	0	1 (C)	0	0	0	0	0	1
2024	0	0	0	0	1 (O)	0	0	0	1
Total	0	0	2	0	1	1	0	0	4

Table 4. Intersection #2 (Roswell Road / Existing Driveway #2) Crash Data

YEAR	Angle (Other)	Head On	Left Angle	Not a Collision with Motor Vehicle	Rear End	Right Angle Crash	Sideswipe -Opposite Direction	Sideswipe -Same Direction	Total
2020	0	0	0	0	0	0	0	0	0
2021	0	0	0	0	1(O)	0	0	0	1
2022	0	0	0	0	0	1(B)	0	0	1
2023	0	0	1(O)	1(C)	0	0	0	1(O)	3
2024	0	0	0	0	0	0	0	0	0
Total	0	0	1	1	1	1	0	1	5



Table 5. Intersection #3 (Dunwoody Place / Existing Driveway #3) Crash Data

YEAR	Angle (Other)	Head On	Left Angle	Not a Collision with Motor Vehicle	Rear End	Right Angle Crash	Sideswipe -Opposite Direction	Sideswipe -Same Direction	Total
2020	0	0	0	0	0	0	0	0	0
2021	0	0	0	0	0	0	0	0	0
2022	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	1(A)	0	0	1
2024	0	0	2(O)	0	1(O)	0	0	1(O)	3
Total	0	0	2	0	1	1	0	1	4

Table 6. Intersection #4 (Roswell Road / Dunwoody Place) Crash Data

YEAR	Angle (Other)	Head On	Left Angle	Not a Collision with Motor Vehicle	Rear End	Right Angle Crash	Sideswipe -Opposite Direction	Sideswipe -Same Direction	Total
2020	0	0	3(B,C, O)	0	17 (14O, 3C)	0	0	1(O)	21
2021	0	0	6(O)	2(O)	18 (13O, 5C)	5(4O, 1C)	0	6(5O, 1B)	37
2022	0	0	1(O)	1(C)	17 (13O, 1B, 3C)	5(3O, 1B, 1C)	0	6(4O, 1C, 1B)	30
2023	0	0	0	1(O)	16 (12O, 1B, 3C)	1(O)	0	10 (7O, 2A, B)	27
2024	0	0	0	1(B)	17 (15O, 2C)	2 (1C, 1O)	0	5 (1C, 5O)	25
Total	0	0	10	4	85	13	0	28	140

As displayed in the Crash Data Tables above, the prominent types of crashes are “rear end”, “sideswipe” collisions accounting for 77% of the total crashes. This is indicative of congestion and turning movement



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

conflicts with high through-volumes in the intersections. The vast majority of the rear-end collisions occur where westbound traffic on Dunwoody Place turns north on Roswell Road.



VI. PROGRAMMED IMPROVEMENTS

The City of Sandy Springs has long-term plans that include the North End Roadway Safety Analysis projects B and K (T-7243) and the Roswell Road – Huntcliff to Dunwoody Place/ Hannover Park Road (SAP-12) projects. GDOT PI 0019793 is in the preliminary concept phase of design for the section of road from intersection #4 (Roswell Road / Dunwoody Place) to the river. The following projects data has been provided; however, with the 1-year buildout of the proposed project, the programmed improvements are not anticipated to be designed and constructed until after the opening year (2026) and the design year (2029):

- GDOT PI 0019793 (North End Boulevard)
 - Currently in preliminary concept phase
 - Plan not available at this time.
 - Scope to include Intersection #4 (Roswell Road/Dunwoody Place)
- North End Roadway Safety Analysis Project B(T-7243)
 - Center turn lane/raised median
 - Midblock crossing
 - Multi use path
 - Relocate MARTA bus stop



- North End Roadway Safety Analysis Project K(T-7243)
 - Raised median
 - Midblock crossing
 - Multi use path
 - Relocate MARTA bus stop



- Roswell Road – Huntcliff to Dunwoody Place/ Hannover Park Road (SAP-12)
 - Raised median on Roswell Road to control access and provide pedestrian refuge area
 - Signalized (Hybrid Pedestrian Beacon) pedestrian midblock crossing at 8721 Roswell Road
 - Protected facility for bicycles along Roswell Road
 - Relocate MARTA bus stops



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June 10, 2025

This study assumes that the proposed GDOT and City of Sandy Springs improvements will be completed after the design year (2029).

When these programmed improvements are completed, with or without the Whataburger project, traffic patterns will change.



VII. MULTI-MODAL ANALYSIS

Multi-modal transportation analysis of the existing and proposed infrastructure for alternative modes of transportation includes pedestrian, bicycle, and pedestrian improvements and accessibility to and from the proposed development. Considerations in the viability of safety, connectivity, and accessibility are considered in the adequacy of these alternative modes of transportation and the barriers to use. The more accessible these alternative transportation modes are to users, the more likely they are to be considered which may result in reduced personal vehicle use.

With the project site located in a urban setting, the expectation that more people will select an alternative mode of travel is higher than it would be in a less dense urban setting, but not as high as it would be in a dense central business district with access to rail. Typical rates for pedestrians are 4%, which includes pedestrians from transit.

Using a vehicle occupancy of 1.3 occupants/vehicle, there are a total of 88 daily multimodal trips ($1683\text{ADT} \times 1.3 \text{ occupants/vehicle} \times 4\%$) to and from the site.

In the AM Peak Hour, there are 8 multimodal trips ($161\text{vph} \times 1.3 \text{ occupants/vehicle} \times 4\%$) to and from the site. Of those 8 multimodal trips, 4 trips will be entering and 4 will be exiting. Following the same traffic assignment as for the vehicle trips, 2 entering trips will come from the north, 1 entering trip from south on Roswell Road, and 1 entering trip from the south on Dunwoody Place. The exiting multimodal trips will also follow the same traffic assignment as the vehicle trips with 2 exiting trips going to the north, 1 exiting trip to the south on Roswell Road, and 1 exiting trip to the south on Dunwoody Place.

In the PM Peak Hour, there are 6 multimodal trips ($119\text{vph} \times 1.3 \text{ occupants/vehicle} \times 4\%$) to and from the site. Of those 6 multimodal trips, 3 trips will be entering and 3 will be exiting. Following the same traffic assignment as for the vehicle trips, 2 entering trips will come from the north, 1 entering trip from south on Roswell Road, and no entering trips from the south on Dunwoody Place. The exiting multimodal trips will also follow the same traffic assignment as the vehicle trips with 2 exiting trips going to the north, 1 exiting trip to the south on Roswell Road, and no exiting trips to the south on Dunwoody Place.

While the multimodal split between pedestrians, bikes, and transit are not provided by ITE and the exact origins of the trips (residential development on project sides or far sides of Roswell Road and Dunwoody Place are not known, it can be assumed that 1 entering and 1 exiting pedestrian will cross both Roswell Road and Dunwoody Place during the AM and the PM peak hours. As discussed below, pedestrians are required to cross the roads at intersection #4. The programmed improvements will provide a shorter and safer travel path for pedestrians.

Existing Facilities

Roswell Road has transit stops/shelters located 350' to the south of intersection #1 at Huntcliff Road and 110' to the north of intersection #2. Both transit stops are located on the southbound (west) side of Roswell Road. Roswell Road also has a transit stop without a shelter located 310' south of intersection #1 on the northbound (east) side of Roswell Road. Roswell Road has 5'-wide sidewalks on both sides of the



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road with no bike lanes. Pedestrian crosswalks between the southbound transit stops and the project site are located at intersection #4 and require 1500' to 2000' of detour.

Dunwoody Place has a transit stop/shelter located 215' north of intersection #3 on the southbound (west) side of to the south of Dunwoody Place. A second transit stop/shelter is located 75' to the north of intersection #3 on the northbound (east) side of Dunwoody Place. Dunwoody Place has 5'-wide sidewalks on both side of the road with no bike lanes. Pedestrian crosswalks between the northbound transit stop and the project site are located at intersection #4 and require 1200' of detour.

Project Facilities

Project improvements include a sidewalk connection from the new building to the existing sidewalk along the south side of existing driveway #1. The new site will also provide bike parking.

Programmed Improvement Facilities

See Section IV for more information on the programmed improvements. When the City installs the raised medians, PHB's with midblock pedestrian crosswalks, and protected bike facilities, the multi-modal users will have improved access to the site.

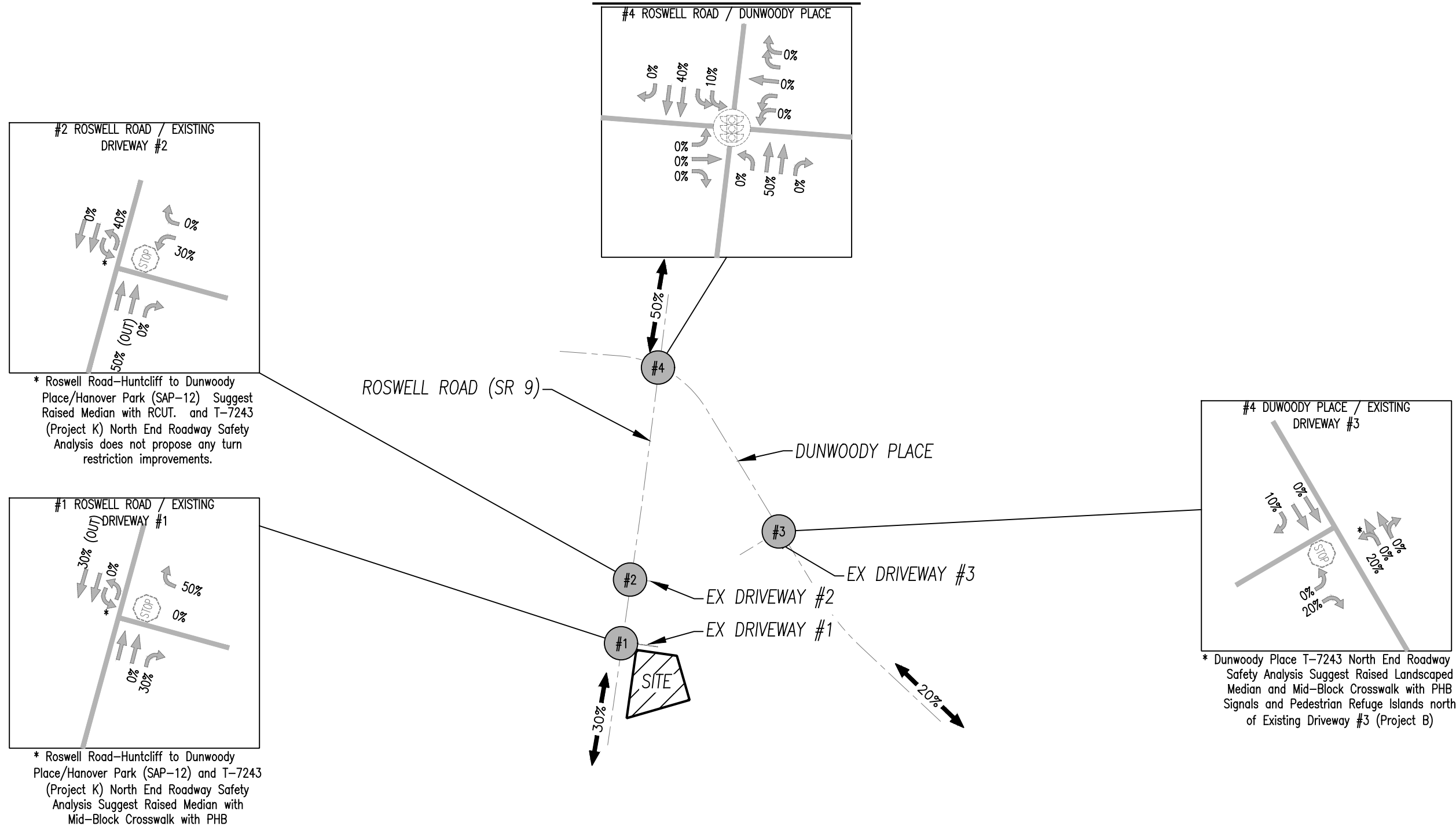


VIII. TRAFFIC ASSIGNMENT

The assignment of traffic to the existing street network has been developed in accordance with an analysis of the existing traffic volumes, a general knowledge of the area, and analysis of its existing development.

Figure 8 shows the assignment of traffic generated by the proposed project to the surrounding road network. Figure 9 shows the project traffic for the AM and PM peak hour periods and includes the pass-by trips at each intersection based on the rates and volumes discussed in Section III.

**FIGURE 8-
TRAFFIC ASSIGNMENT**



- Existing Lane
- Existing Lane To Be Removed
- Proposed Lane
- Programmed Improvements

DATE: 6/6/2025
SCALE: NTS
CN: 240583 Traffic
JN: 1-24-0583
FN: ----
Sheet No. ----

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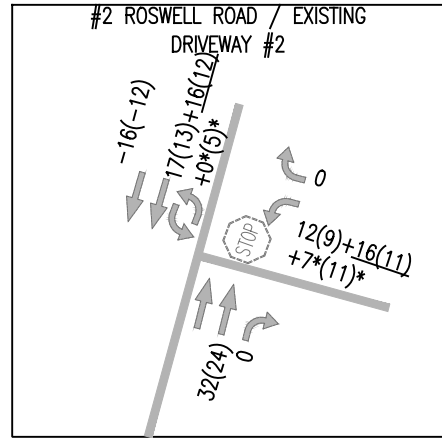
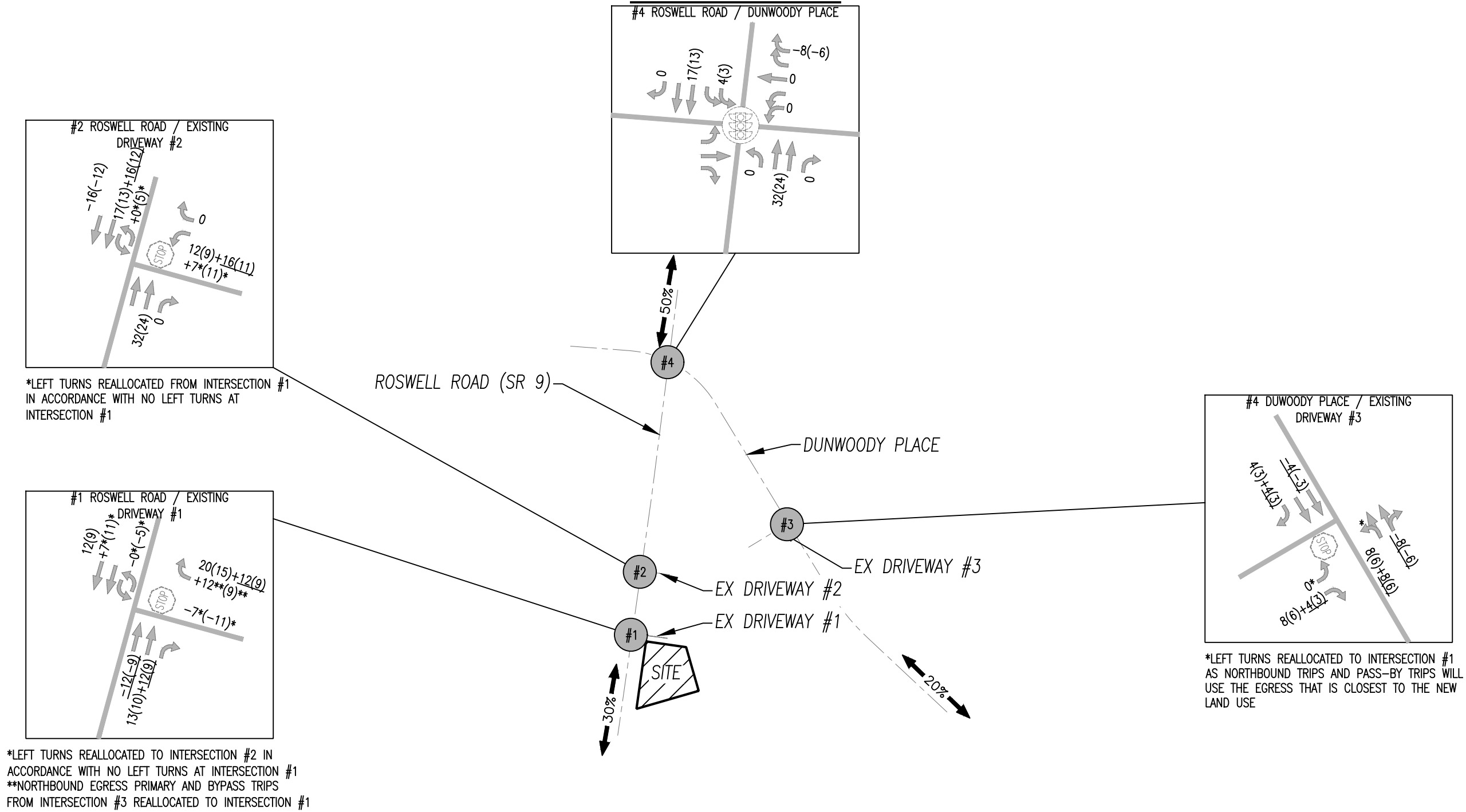
FIGURE 8 TRAFFIC ASSIGNMENT

WHATABURGER SANDY SPRINGS

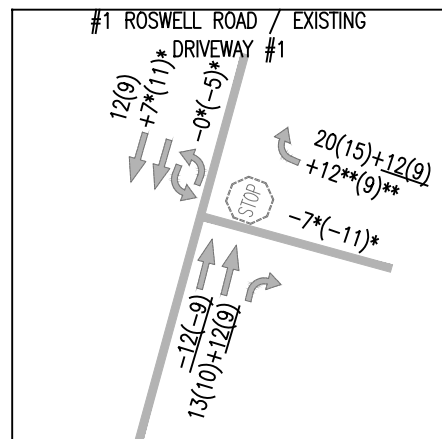
8721 ROSWELL ROAD
FULTON COUNTY GEORGIA

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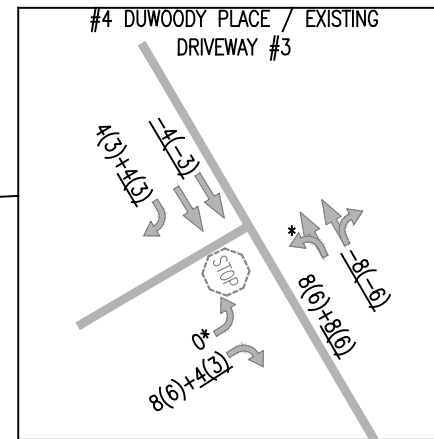
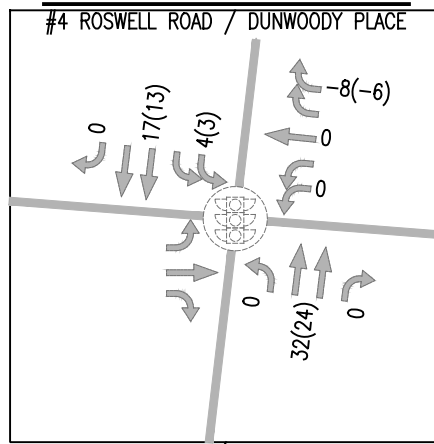
**FIGURE 9-
PROJECT TRAFFIC**



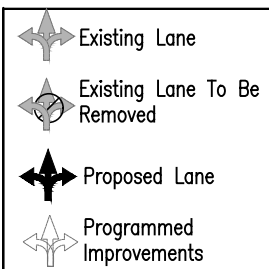
*LEFT TURNS REALLOCATED FROM INTERSECTION #1 IN ACCORDANCE WITH NO LEFT TURNS AT INTERSECTION #1



*LEFT TURNS REALLOCATED TO INTERSECTION #2 IN ACCORDANCE WITH NO LEFT TURNS AT INTERSECTION #1
 **NORTHBOUND EGRESS PRIMARY AND BYPASS TRIPS FROM INTERSECTION #3 REALLOCATED TO INTERSECTION #1



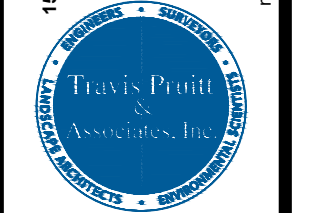
*LEFT TURNS REALLOCATED TO INTERSECTION #1 AS NORTHBOUND TRIPS AND PASS-BY TRIPS WILL USE THE EGRESS THAT IS CLOSEST TO THE NEW LAND USE



XX(XX) = AM Trips(PM Trips)
XX(XX) = Pass-by Trips AM (Pass-by Trips PM)

DATE: 6/6/2025
 SCALE: NTS
 CN: 240583 Traffic
 JN: 1-24-0583
 FN: ----
 Sheet No. ----

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WHATABURGER SANDY SPRINGS
 8721 ROSWELL ROAD
 FULTON COUNTY GEORGIA

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IX. CAPACITY ANALYSIS

Capacity analyses of the study intersections were completed using procedures in the *Highway Capacity Manual (HCM), HCM 6 (2016)*. This is the usual methodology for the analysis of traffic conditions. The software program *Synchro 11* was used to perform the analyses. The capacity analysis printouts are included in the Appendix.

Operating conditions are evaluated in terms of levels of service (LOS). Levels of service A through E are normally considered acceptable levels of service for un-signalized intersections. Levels of service for signalized intersections are reported in composite fashion; i.e., one LOS for the entire intersection and are presented in terms of control delay. Individual turning movements at signalized intersections may experience poor levels of service, particularly where those volumes are relatively low, while the intersection as whole has an acceptable level of service. This is because the major movements on the major roadway are given priority in assigning green signal time. Levels of service A through D are considered to be acceptable peak hour operations for signalized intersections. Level of service E is normally acceptable for stop-controlled approaches and for left turns from the major street at un-signalized intersections. Level of service F is generally considered an unacceptable peak hour condition, except at low volume, stop-controlled approaches.

Traffic conditions at un-signalized intersections with stop control on the minor street only are evaluated for the minor street approach(es) and for the left turn from the major street. Unsignalized through-traffic on the major street is assumed to have no delay as there is no control (no stop sign). Poor levels of service for minor street approaches to un-signalized intersections are not uncommon, because the continuous flow traffic will always have the priority. The LOS criteria for signalized and un-signalized intersections are shown in Table 7.

Table 7. Level of Service Delay Criteria

LEVEL OF SERVICE	CONTROL DELAY (seconds per vehicle)	
	Signalized Intersection	Un-signalized Intersection
A	<10	<10
B	>10 and <20	>10 and <15
C	>20 and <35	>15 and <25
D	>35 and <55	>25 and <35
E	>55 and <80	>35 and <50
F	>80	>50



X. EXISTING CONDITIONS

Based on the existing conditions and traffic counts, the level of service was analyzed for each of the study intersections. The results of the capacity analysis for existing traffic are given in Table 8. Calculation reports for each intersection are provided in the Appendix.

Table 8. Levels of Service – Existing (2025)

INTERSECTION	CONTROL	APPROACH	LEVEL OF SERVICE (Approach Delay)			
			AM		PM	
			LOS	DELAY	LOS	DELAY
#1 Roswell Road / Existing Driveway #1	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	B	14.3	B	12.6
		NB	A	0.0	A	0.0
		SB	A	0.0	A	0.1
		Intersection LOS	A	0.1	A	0.3
#2 Roswell Road / Existing Driveway #2	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	C	24.4	F	73.9
		NB	A	0.0	A	0.0
		SB	A	0.3	A	1.2
		Intersection LOS	A	1.4	A	5.6
#3 Dunwoody Place/ Existing Driveway #3	Unsignalized	EB	B	13.0	C	16.2
		WB	N/A	N/A	N/A	N/A
		NB	A	1.8	A	2.0
		SB	A	0.0	A	0.0
		Intersection LOS	A	2.4	A	3.2
#4 Roswell Road / Dunwoody Place	Signalized	EB	E	58.9	E	58.0
		WB	E	62.7	E	72.7
		NB	B	12.6	B	18.5
		SB	C	22.2	C	21.9
		Intersection LOS	C	27.9	C	33.5

Analysis:

In the Existing traffic conditions, all intersections function at acceptable levels of service in both the AM and PM peak hours. The westbound stop-controlled approach at intersection #2 operates at a LOS F in the PM peak hour. As the westbound approach is a minor approach to a two-way stop-controlled intersection, a LOS E or F is considered acceptable and the overall intersection LOS is acceptable.



XI. OPENING YEAR NO-BUILD CONDITIONS (2026)

In the Opening Year No-Build Conditions (2026), the existing traffic was increased at a rate of 1.00% (see Section IV for Growth Rate discussion) per year for the 1-year project buildout period (2026) and the study intersections were re-analyzed to determine their levels of service. None of the city-programmed improvements are expected to be completed by the opening year (2026). Figure 10 – Figure 13 show the projected turning movements at each study intersection. Table 9 summarizes the projected LOS for each intersection based on these conditions. Calculation reports are included in Appendix.

Table 9. Levels of Service – Opening Year No-Build Condition (2026)

INTERSECTION	CONTROL	APPROACH	LEVEL OF SERVICE (Approach Delay)			
			AM		PM	
			LOS	DELAY	LOS	DELAY
#1 Roswell Road / Existing Driveway #1	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	B	14.4	B	12.7
		NB	A	0.0	A	0.0
		SB	A	0.0	A	0.1
		Intersection LOS	A	0.1	A	0.3
#2 Roswell Road / Existing Driveway #2	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	C	24.9	F	80.0
		NB	A	0.0	A	0.0
		SB	A	0.3	A	1.3
		Intersection LOS	A	1.5	A	6.1
#3 Dunwoody Place/ Existing Driveway #3	Unsignalized	EB	B	13.1	C	16.4
		WB	N/A	N/A	N/A	N/A
		NB	A	1.8	A	2.1
		SB	A	0.0	A	0.0
		Intersection LOS	A	2.4	A	3.3
#4 Roswell Road / Dunwoody Place	Signalized	EB	E	58.9	E	58.0
		WB	E	62.6	E	72.4
		NB	B	12.7	B	18.9
		SB	C	22.3	C	21.8
		Intersection LOS	C	28.0	C	33.6

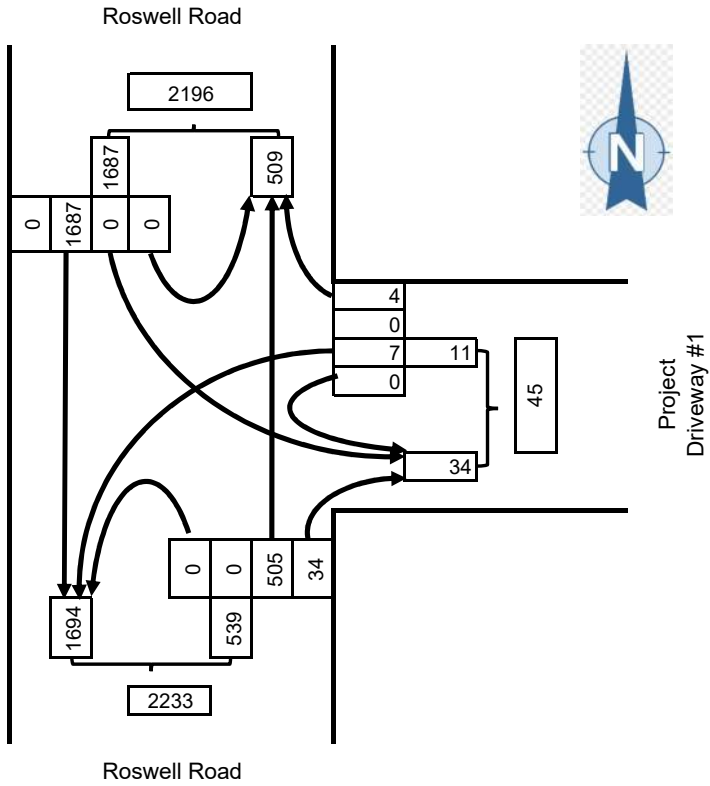
Analysis:

In the Opening Year No-Build traffic conditions, all intersections continue to function at acceptable levels of service in both the AM and PM peak hours. The westbound stop-controlled approach at intersection #2 operates at a LOS F in the PM peak hour. As the westbound approach is a minor approach to a two-way stop-controlled intersection, a LOS E or F is considered acceptable and the overall intersection LOS is acceptable.

Figure 10

OPENING YEAR (NO BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

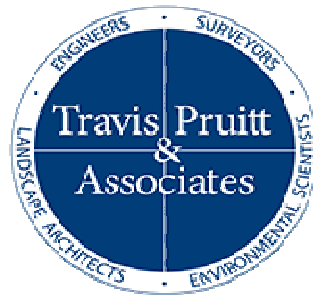
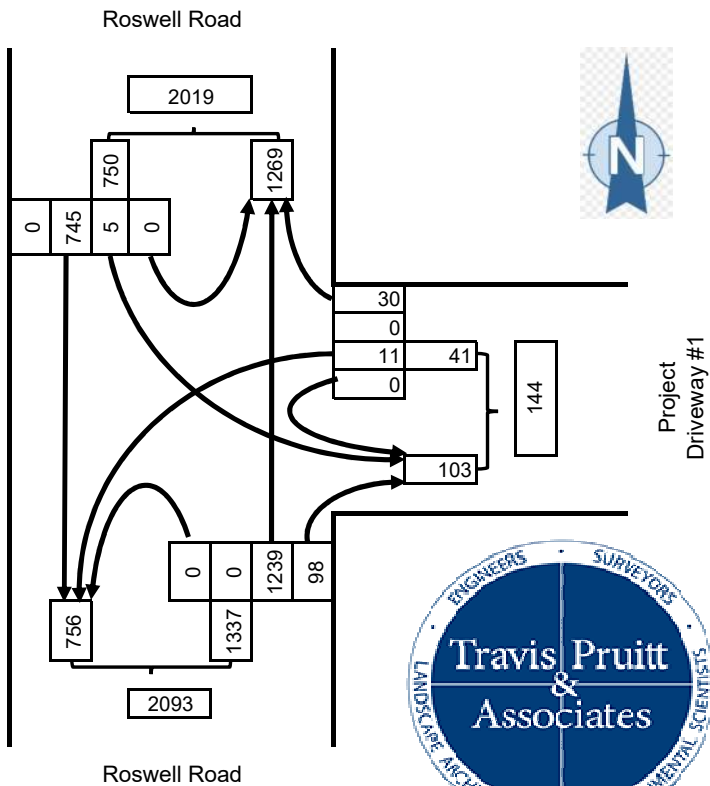
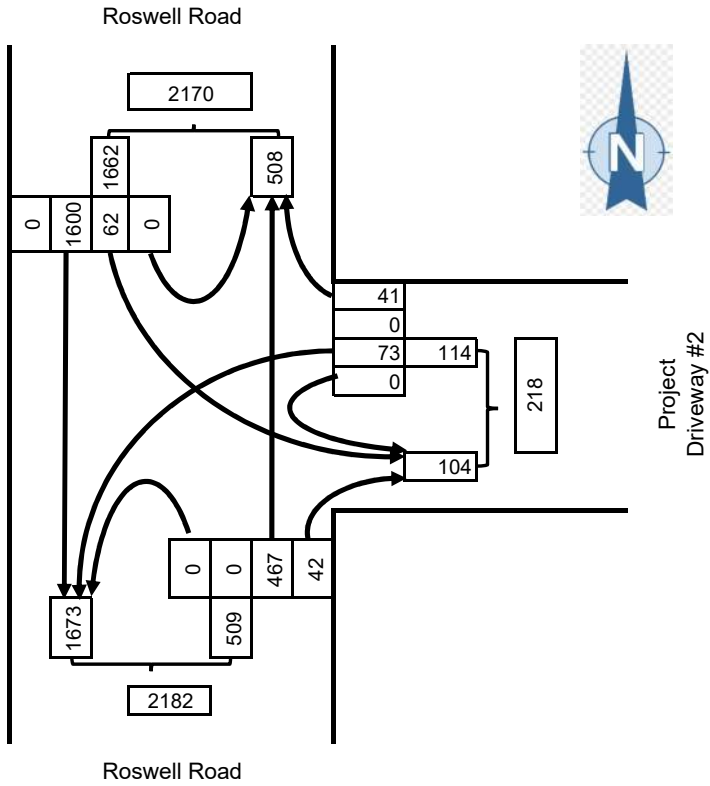


Figure 11

OPENING YEAR (NO BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

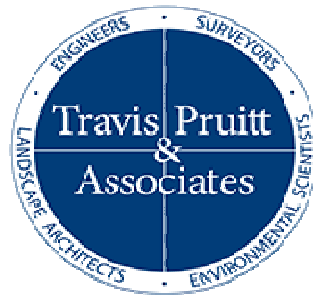
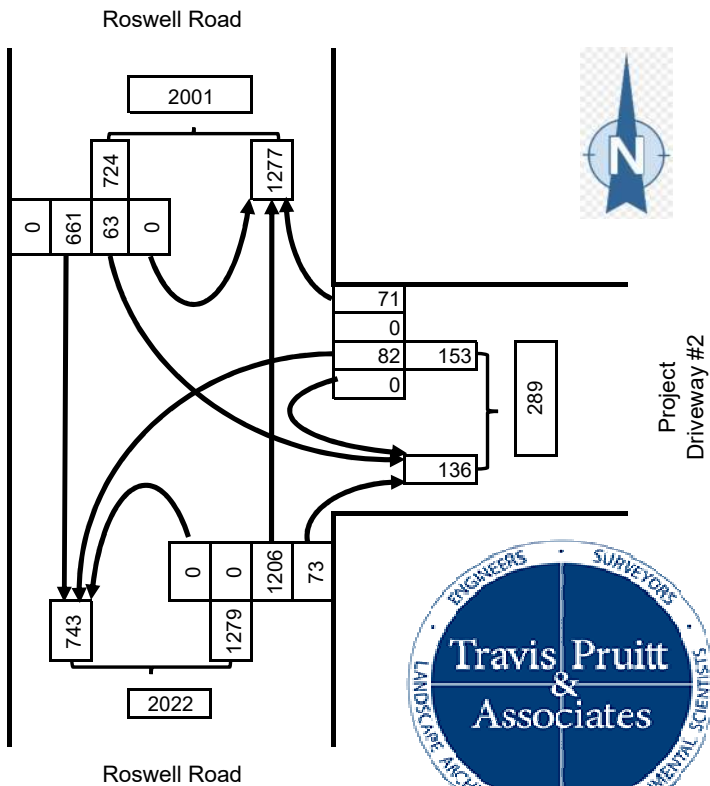


Figure 12

OPENING YEAR (NO BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS

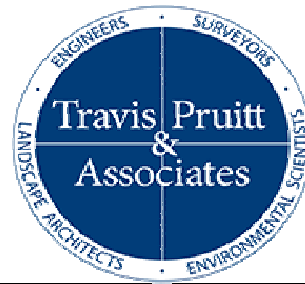
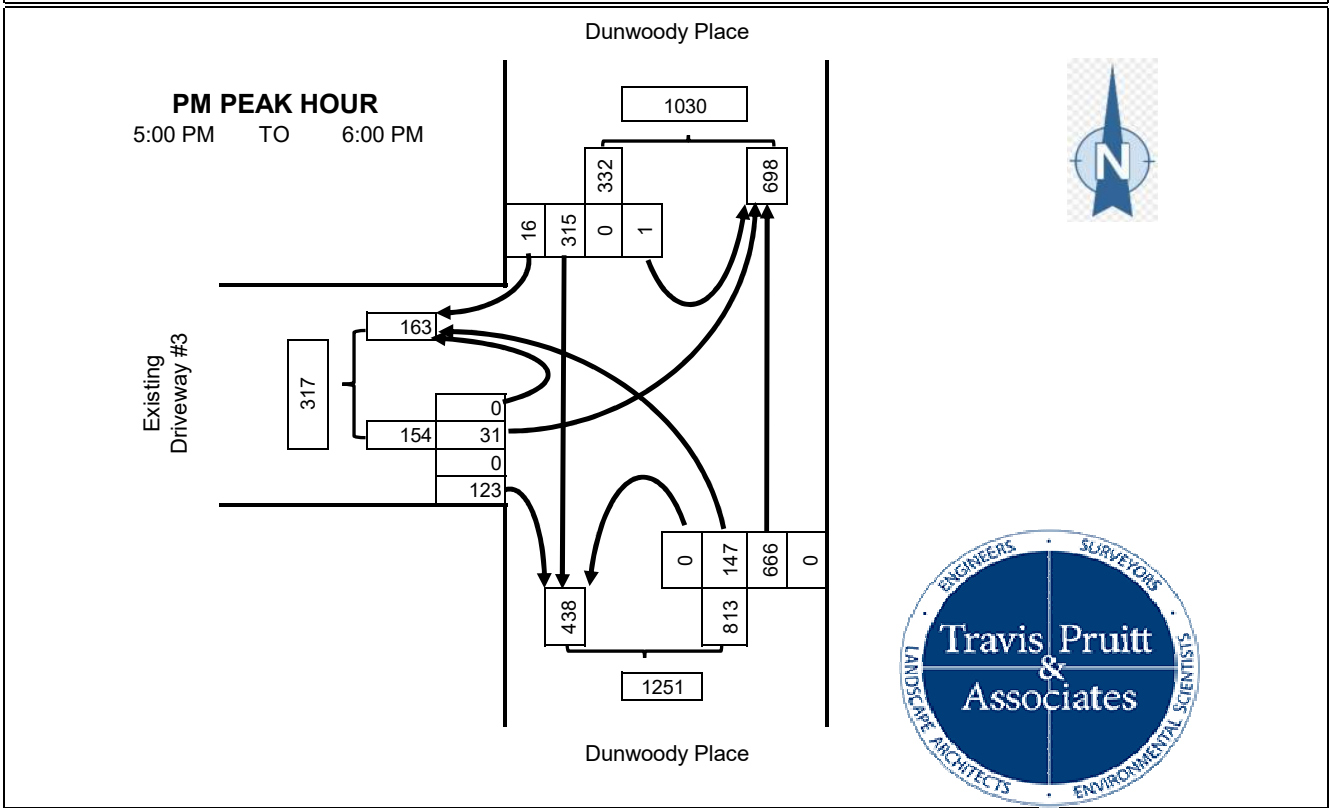
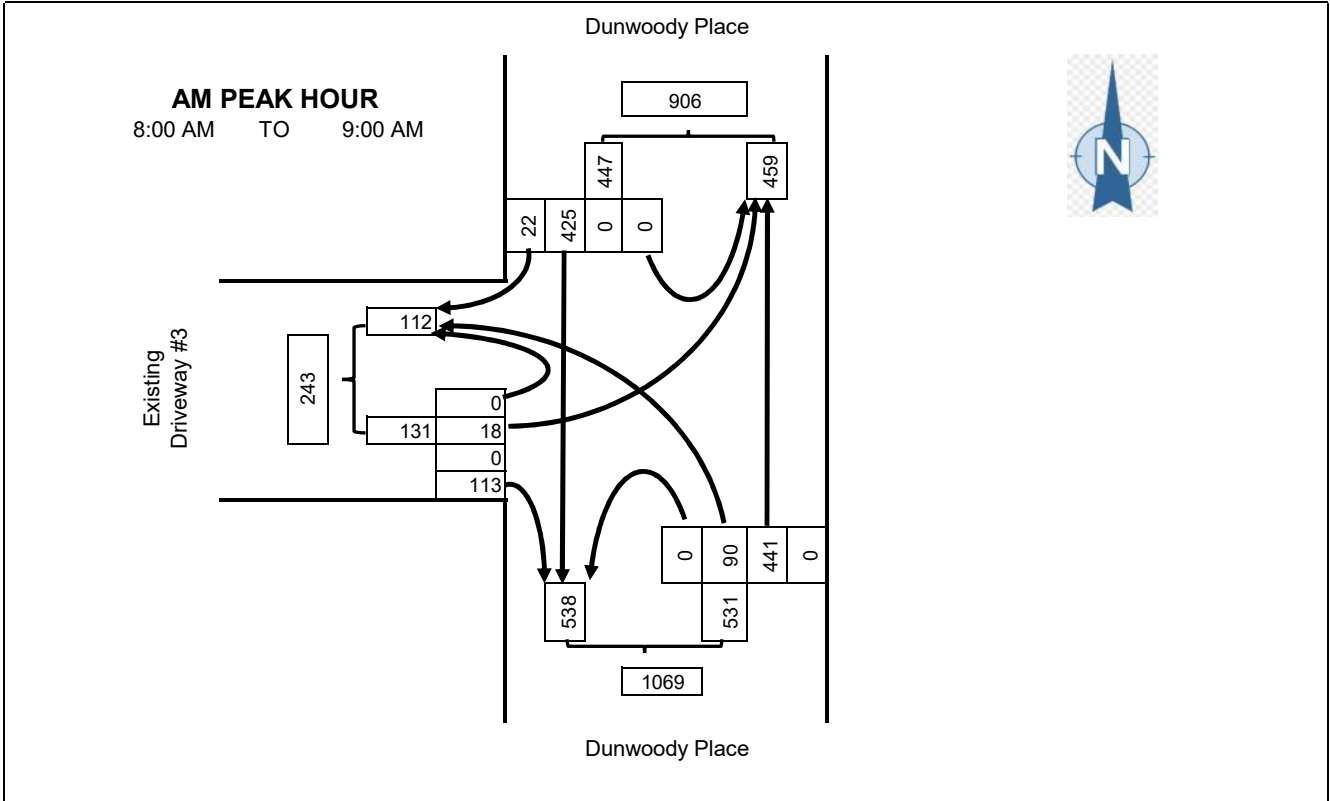
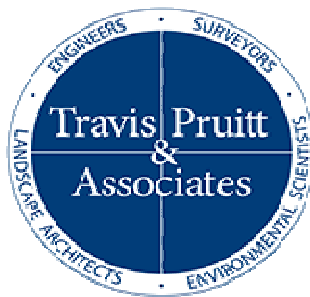
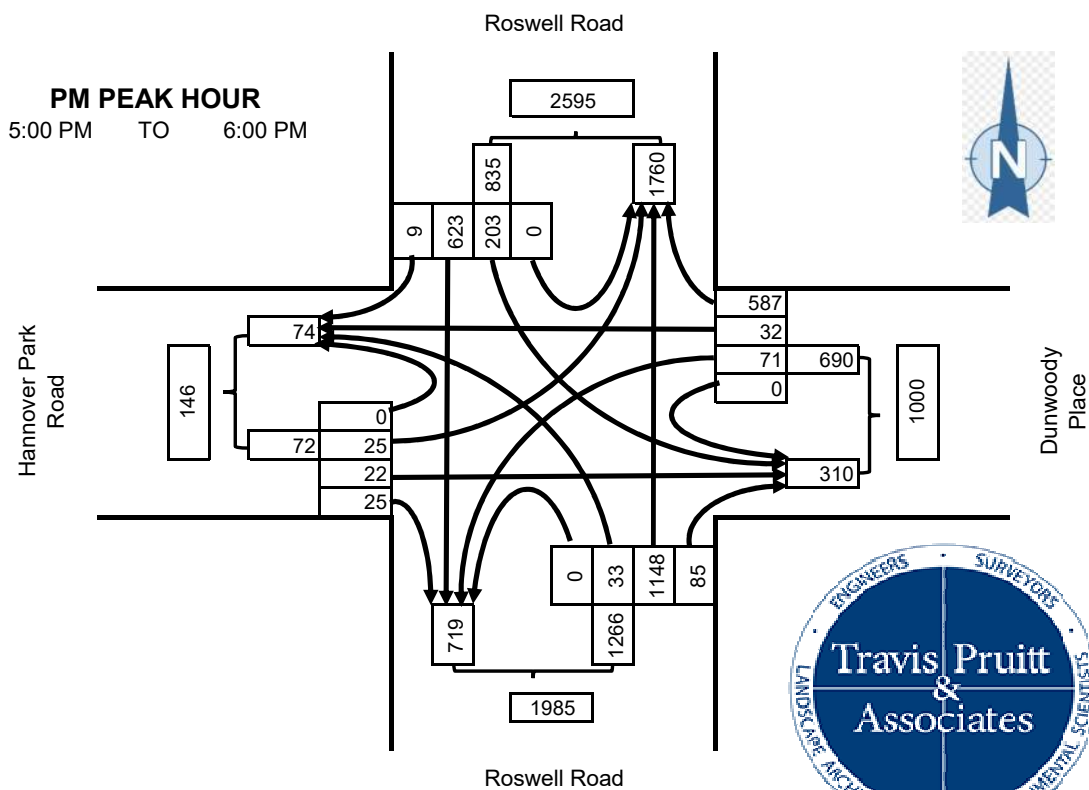
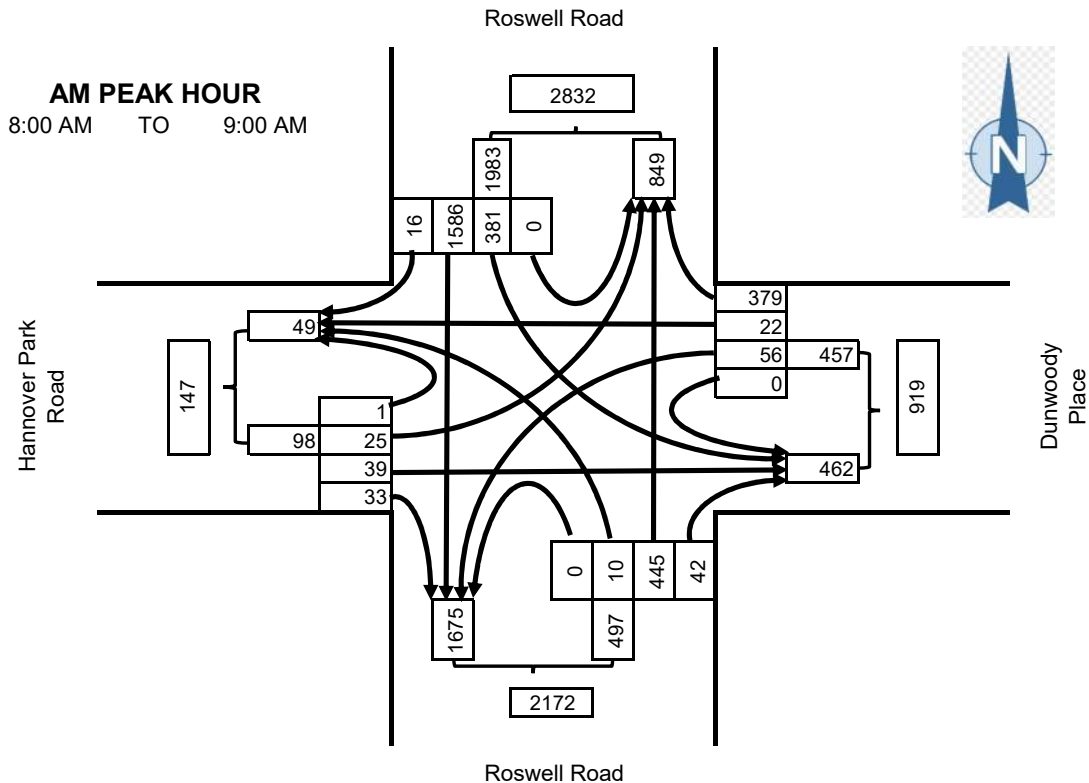


Figure 13

**OPENING YEAR (NO BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS**





XII. OPENING YEAR BUILD CONDITIONS (2026)

In the Opening Year Build Conditions (2026), the existing traffic was increased at a rate of 1.00% (see Section IV for Growth Rate discussion) per year for the 1-year project buildout period (2026) and the project traffic was distributed to the study intersections and re-analyzed to determine their levels of service. Neither the City of Sandy Springs nor the GDOT programmed improvements will be designed and constructed by 2026; however, project-related improvements will be installed at intersection #1 to further restrict left turn movements. With these additional restrictions, the existing left turn inbound and outbound vehicles at intersection #1 will be reallocated to intersection #2 as shown in Figure 9. Figures 14 through 17 show the projected turning movements at each study intersection. Table 10 summarizes the projected LOS for each intersection based on these conditions. Calculation reports are included in Appendix.

Table 10. Levels of Service – Opening Year Build Conditions (2026)

INTERSECTION	CONTROL	APPROACH	LEVEL OF SERVICE (Approach Delay)			
			AM		PM	
			LOS	DELAY	LOS	DELAY
#1 Roswell Road / Existing Driveway #1	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	B	10.2	C	16.8
		NB	A	0.0	A	0.0
		SB	A	0.0	A	0.0
		Intersection LOS	A	0.2	A	0.5
#2 Roswell Road / Existing Driveway #2	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	E	41.4	F	182.6
		NB	A	0.0	A	0.0
		SB	A	0.5	A	1.9
		Intersection LOS	A	3.0	C	15.9
#3 Dunwoody Place/ Existing Driveway #3	Unsignalized	EB	B	13.3	C	16.7
		WB	N/A	N/A	N/A	N/A
		NB	A	2.1	A	2.2
		SB	A	0.0	A	0.0
		Intersection LOS	A	2.7	A	3.4
#4 Roswell Road / Dunwoody Place	Signalized	EB	E	58.9	E	58.0
		WB	E	62.6	E	72.4
		NB	B	12.9	B	18.9
		SB	C	22.3	C	21.9
		Intersection LOS	C	27.7	C	33.4

Analysis:

In the Opening Year Build traffic conditions (2026), all intersections continue to function at acceptable levels of service in both the AM and PM peak hours. The westbound stop-controlled approach at intersection #2 operates at a LOS F in the PM peak hour. As the westbound approach is a minor approach



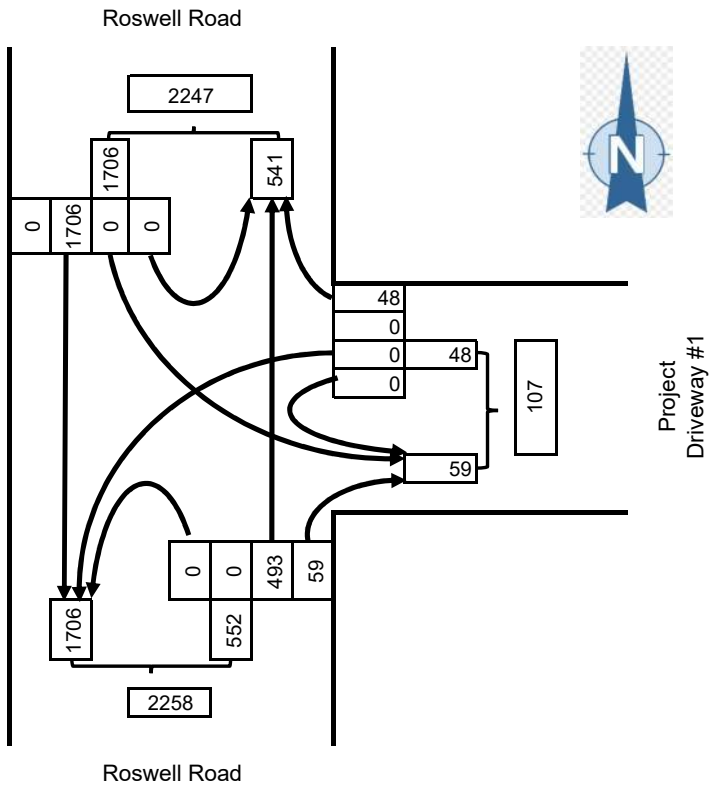
Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

to a two-way stop-controlled intersection, a LOS E or F is considered acceptable and the overall intersection LOS is acceptable.

Figure 14

OPENING YEAR (BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

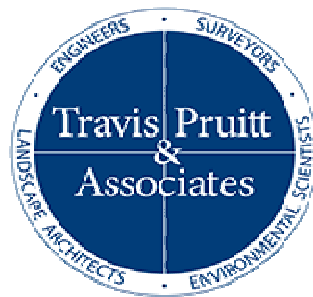
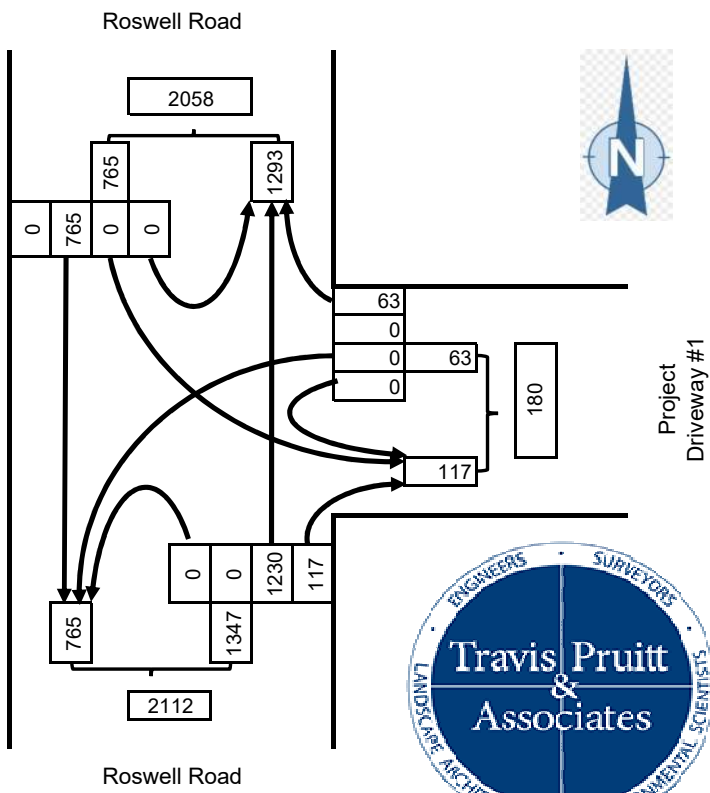
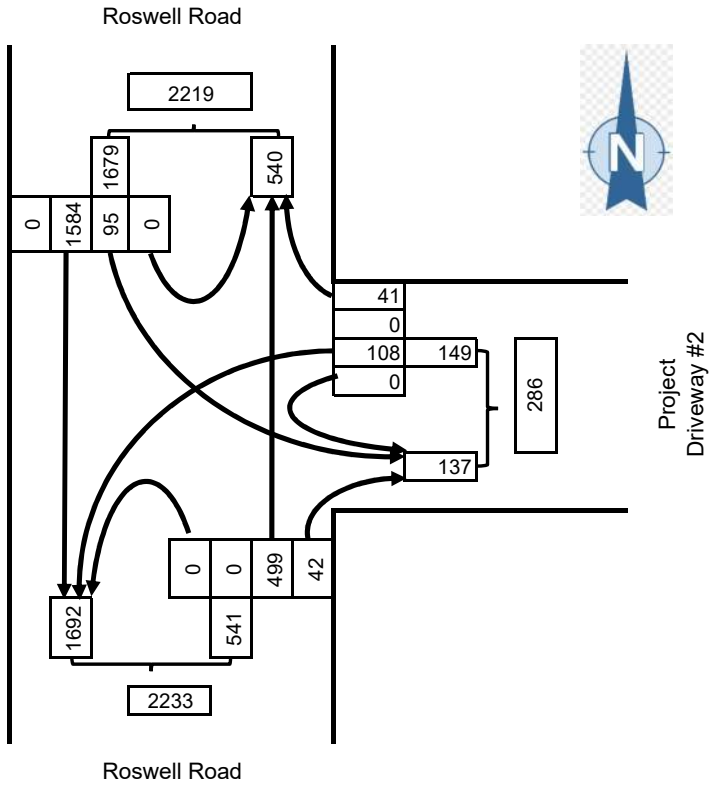


Figure 15

OPENING YEAR (BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

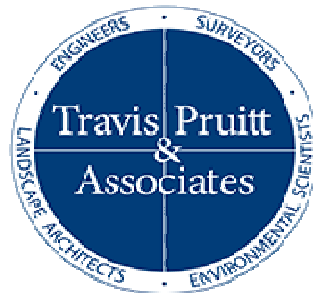
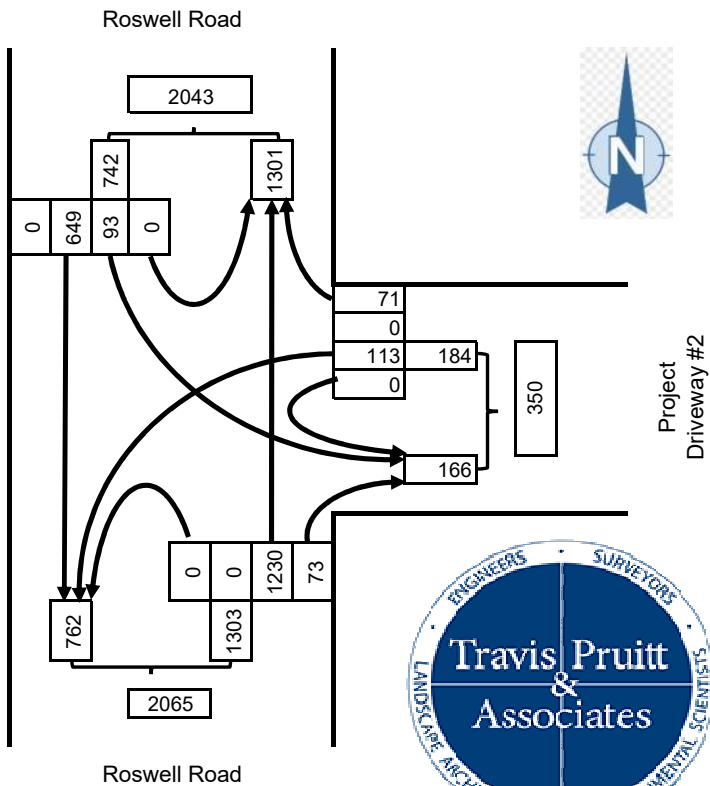


Figure 16

OPENING YEAR (BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS

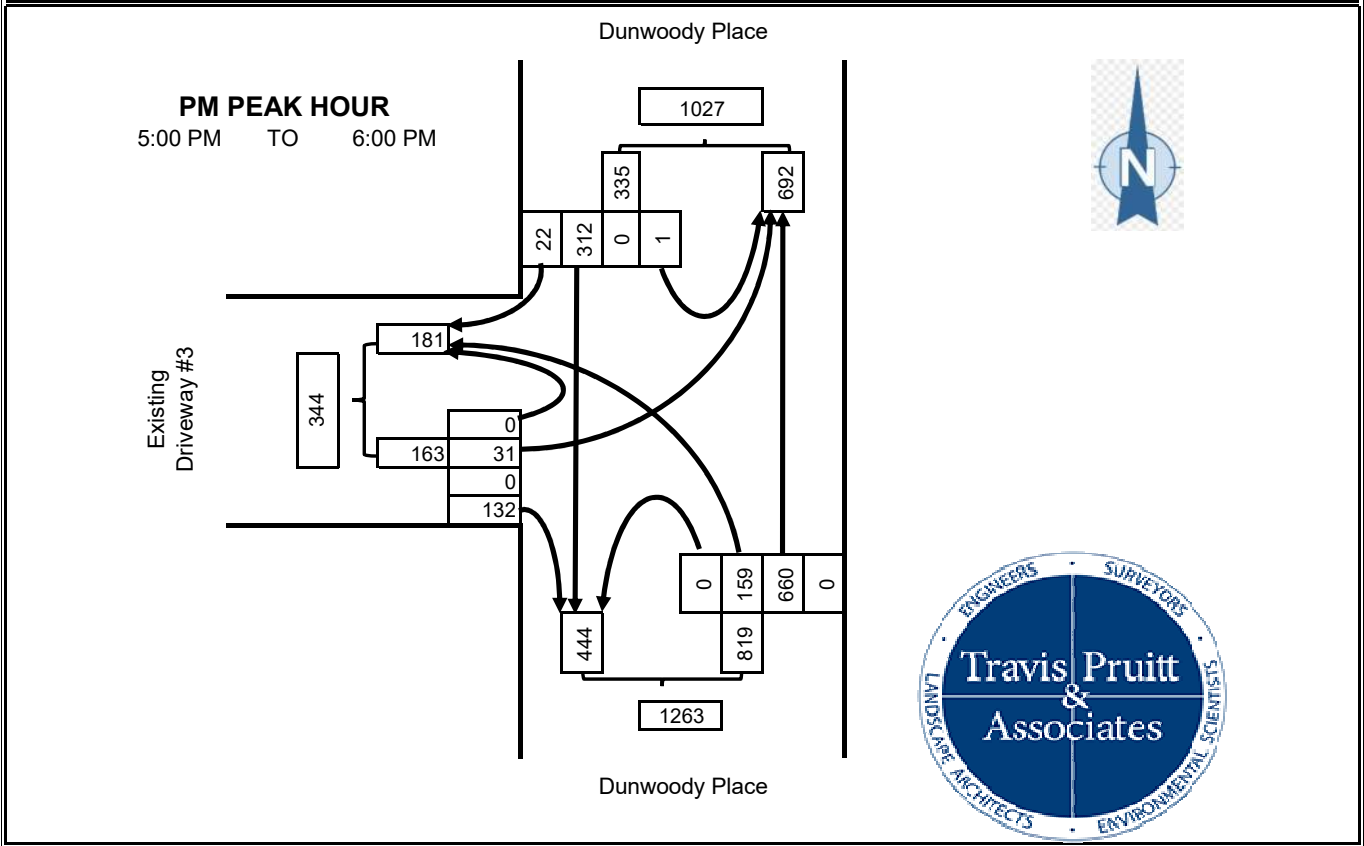
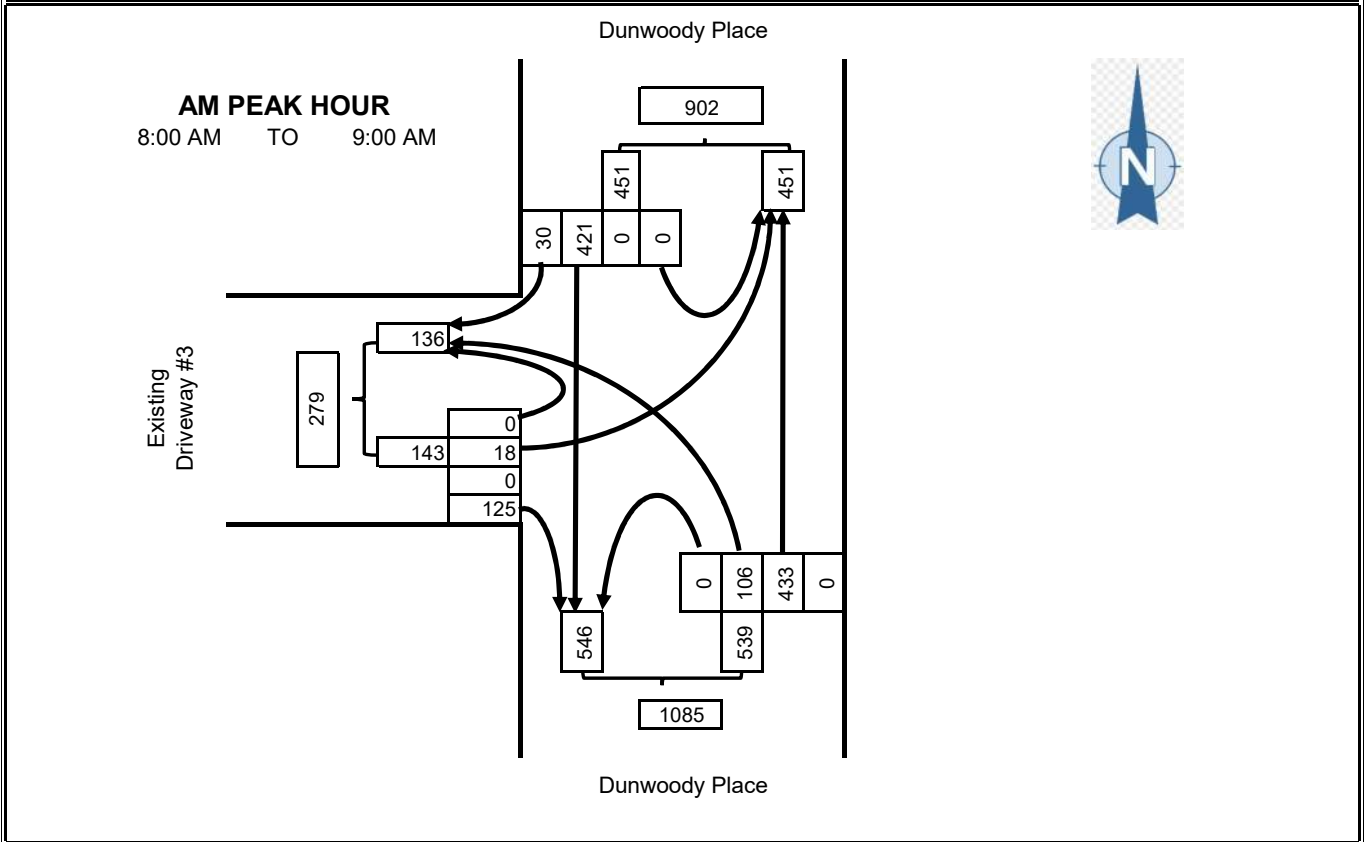
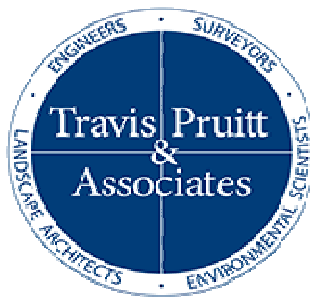
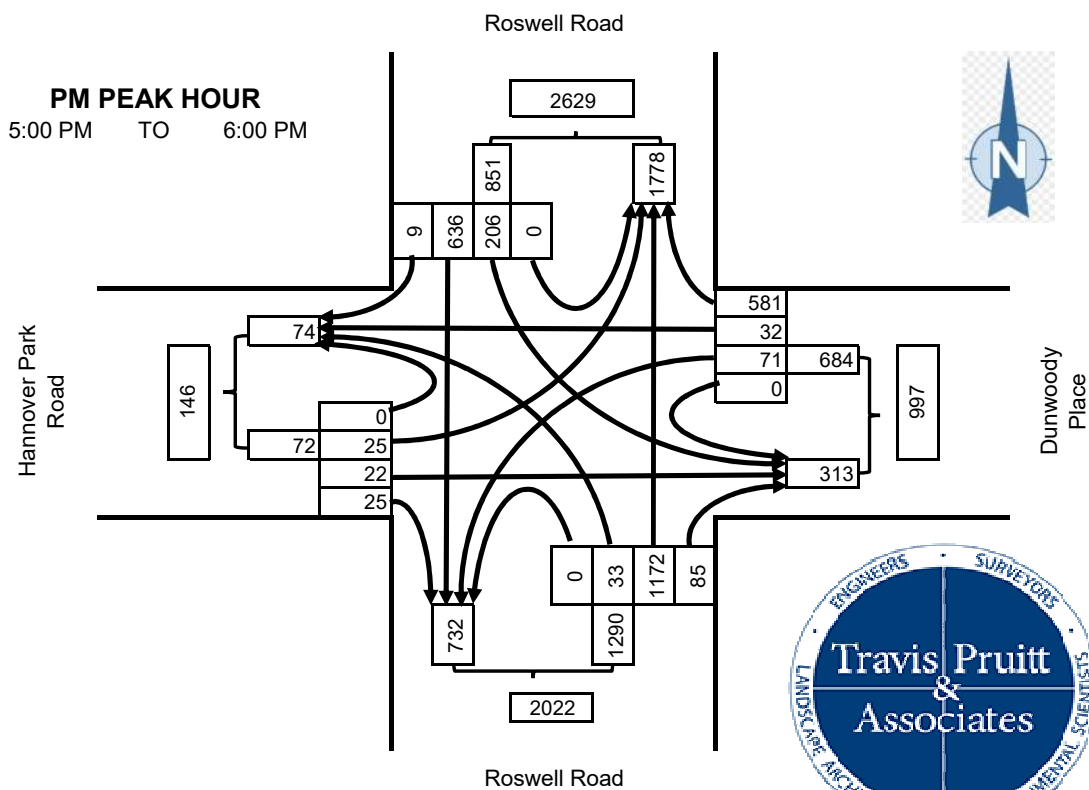
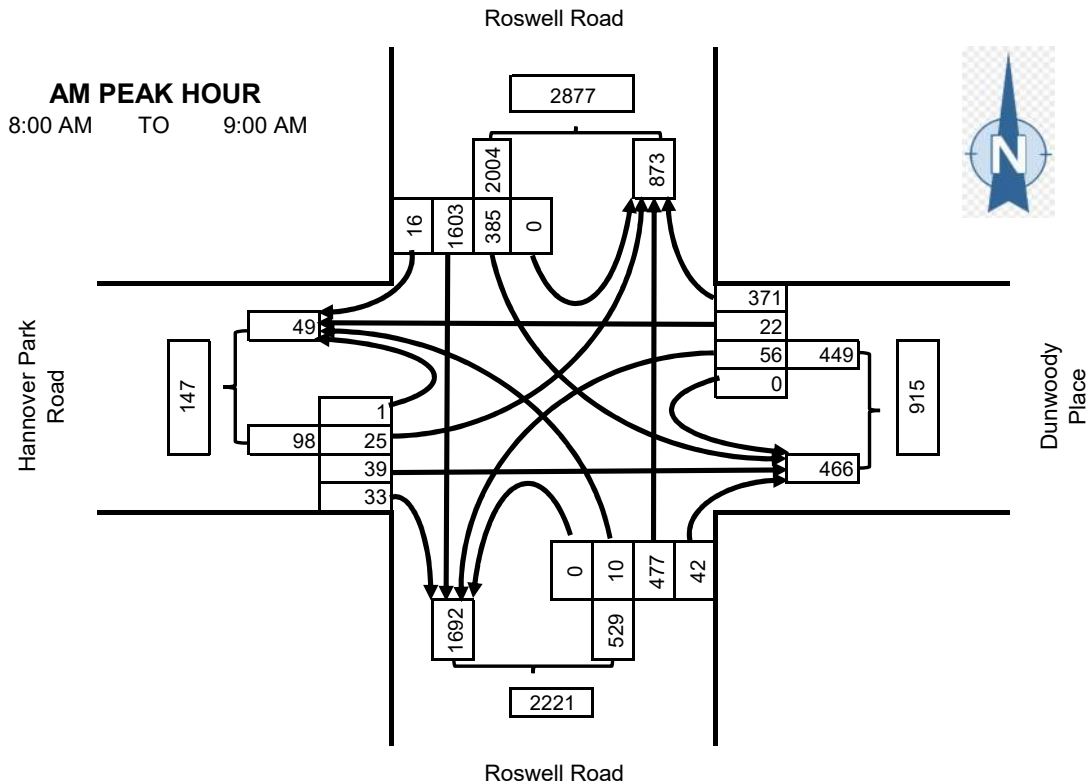


Figure 17

OPENING YEAR (BUILD) TRAFFIC (2026)
AM & PM PEAK HOUR TURNING MOVEMENTS





XIII. QUEUE LENGTHS

Queue lengths for each leg of the study intersections were calculated based on the Opening Year Build traffic (2026) conditions. These queue lengths are shown in Table 11 - Table 14 and calculations are included in Appendix. All queue lengths are in feet and represent the 95% queue lengths.

Table 11. #1 Roswell Road / Existing Driveway #1

Existing + Background + Project Conditions												
	EB			WB			NB			SB		
						R		T	R		T	
AM						5		0	0		0	
PM						17.5		0	0		0	

Analysis

Queue lengths are less than the available storage.

Table 12. #2 Roswell Road / Existing Driveway #2

Existing + Background + Project Conditions												
	EB			WB			NB			SB		
					LR			T	R	L	T	
AM					97.5			0	0	7.5	0	
PM					283			0	0	22.5	0	

Analysis

Queue lengths are less than the available storage.

Table 13. #3 Dunwoody Place / Existing Driveway #3

Existing + Background + Project Conditions												
	EB			WB			NB			SB		
		LR						LT			T	R
AM		27.5						10			0	0
PM		42.5						12.5			0	0

Analysis

Queue lengths are less than the available storage.



Table 14. #4 Roswell Road / Dunwoody Place

Existing + Background + Project Conditions												
	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
AM	69	92	0	61	60	46	35	182	0	288	587	0
PM	70	63	0	78	84	341	88	615	0	165	173	0

Analysis

Queue lengths are less than the available storage.



XIV. DESIGN YEAR NO-BUILD CONDITIONS (2029)

In the Design Year No-Build conditions (2029), the existing traffic was increased at a rate of 1.00% (see Section IV for Growth Rate discussion) per year for the 1-year project buildout period then grown for an additional 3 years (2029) and then is re-analyzed to determine the levels of service. Neither the City of Sandy Springs nor the GDOT programmed improvements will be designed and constructed by 2026. Figure 18 through Figure 21 show the projected turning movements at each study intersection. Table 15 summarizes the projected LOS for each intersection based on these conditions. Calculation reports are included in Appendix.

Table 15. Levels of Service – Design Year No-Build (2029)

INTERSECTION	CONTROL	APPROACH	LEVEL OF SERVICE (Approach Delay)			
			AM		PM	
			LOS	DELAY	LOS	DELAY
#1 Roswell Road / Existing Driveway #1	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	B	14.7	B	13.1
		NB	A	0.0	A	0.0
		SB	A	0.0	A	0.1
		Intersection LOS	A	0.1	A	0.3
#2 Roswell Road / Existing Driveway #2	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	D	26.6	F	96.0
		NB	A	0.0	A	0.0
		SB	A	0.3	A	1.3
		Intersection LOS	A	1.5	A	7.2
#3 Dunwoody Place/ Existing Driveway #3	Unsignalized	EB	B	13.5	C	17.3
		WB	N/A	N/A	N/A	N/A
		NB	A	1.8	A	2.1
		SB	A	0.0	A	0.0
		Intersection LOS	A	2.5	A	3.4
#4 Roswell Road / Dunwoody Place	Signalized	EB	E	57.0	E	58.6
		WB	E	63.8	E	71.7
		NB	B	13.5	C	20.2
		SB	C	22.8	C	21.5
		Intersection LOS	C	28.6	C	34.0

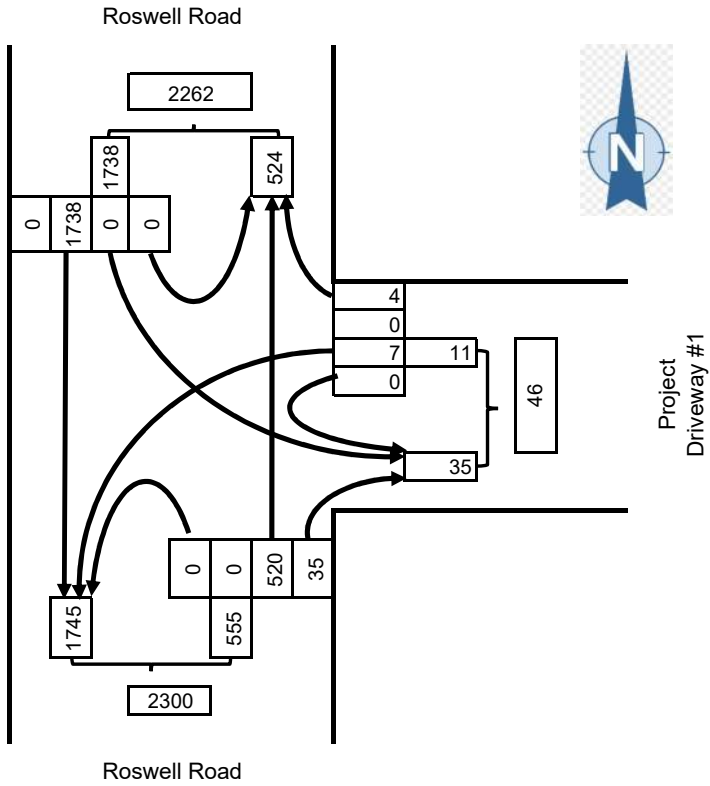
Analysis:

In the Design Year No-Build traffic conditions (2029), all intersections continue to function at acceptable levels of service in both the AM and PM peak hours. The westbound stop-controlled approach at intersection #2 operates at a LOS F in the PM peak hour. As the westbound approach is a minor approach to a two-way stop-controlled intersection, a LOS E or F is considered acceptable and the overall intersection LOS is acceptable.

Figure 18

DESIGN YEAR (NO BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

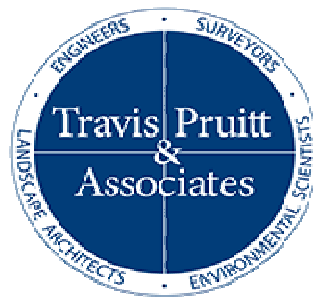
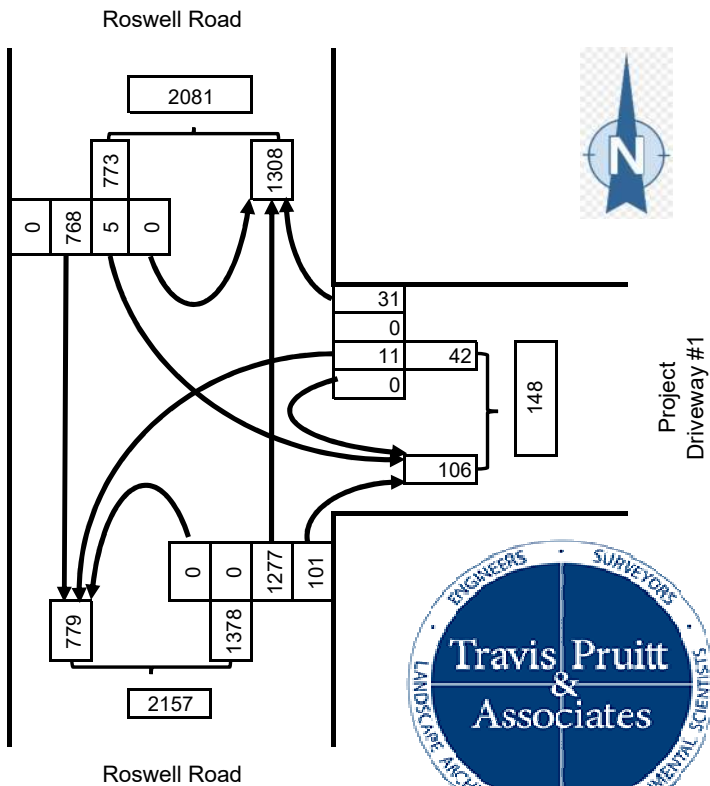
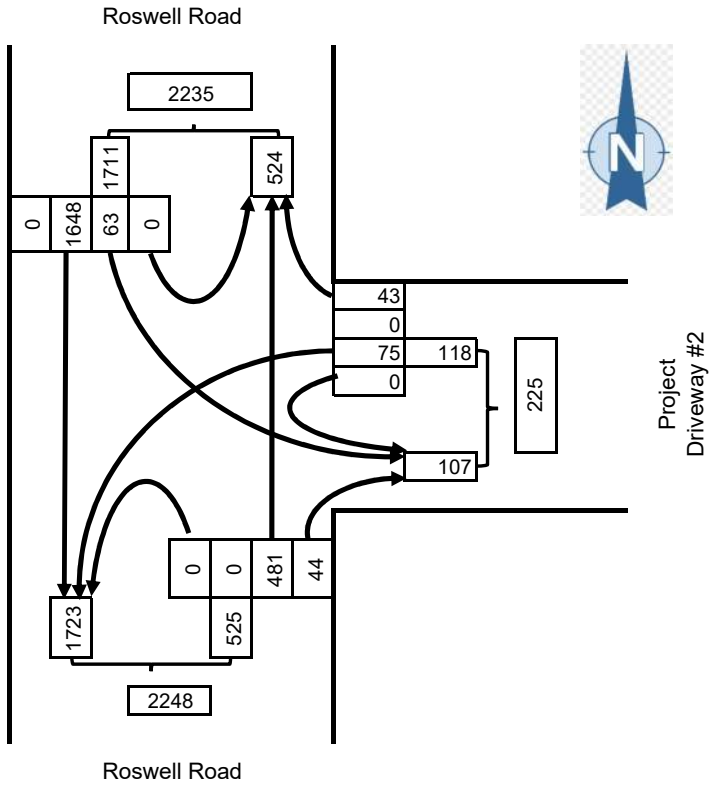


Figure 19

DESIGN YEAR (NO BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

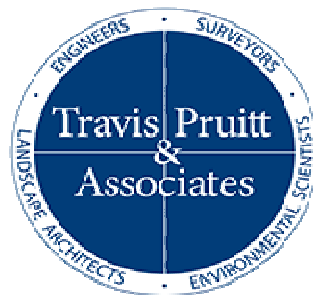
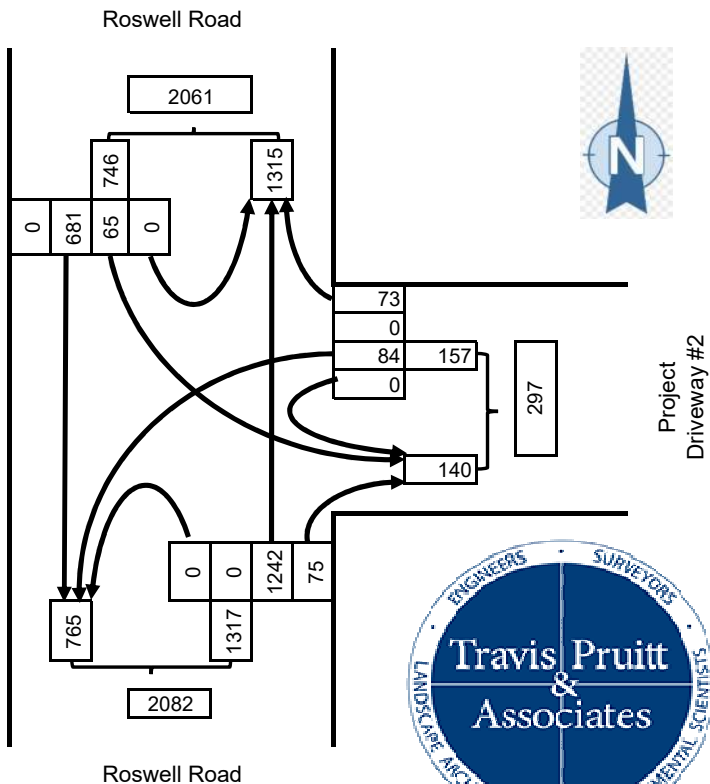


Figure 20

DESIGN YEAR (NO BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS

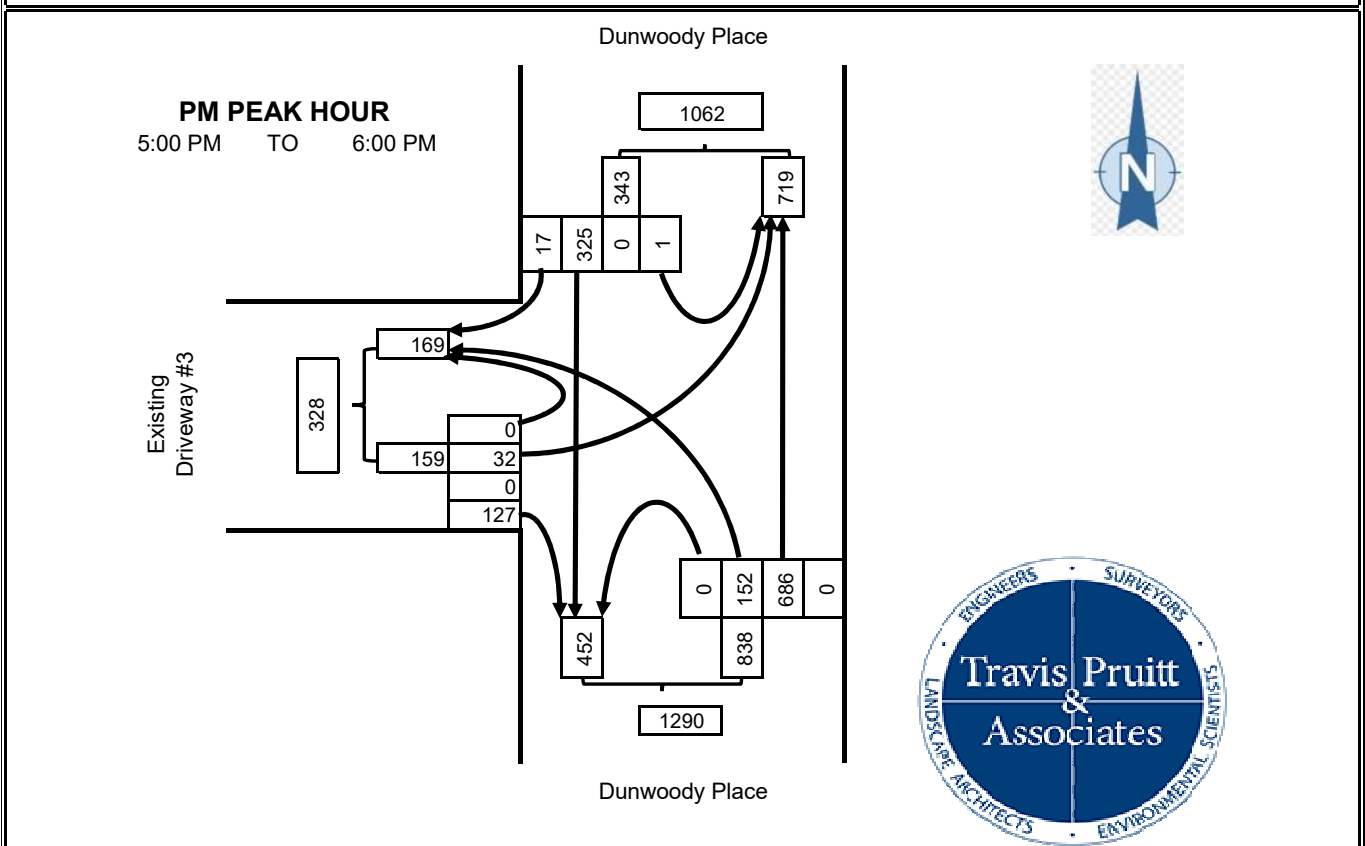
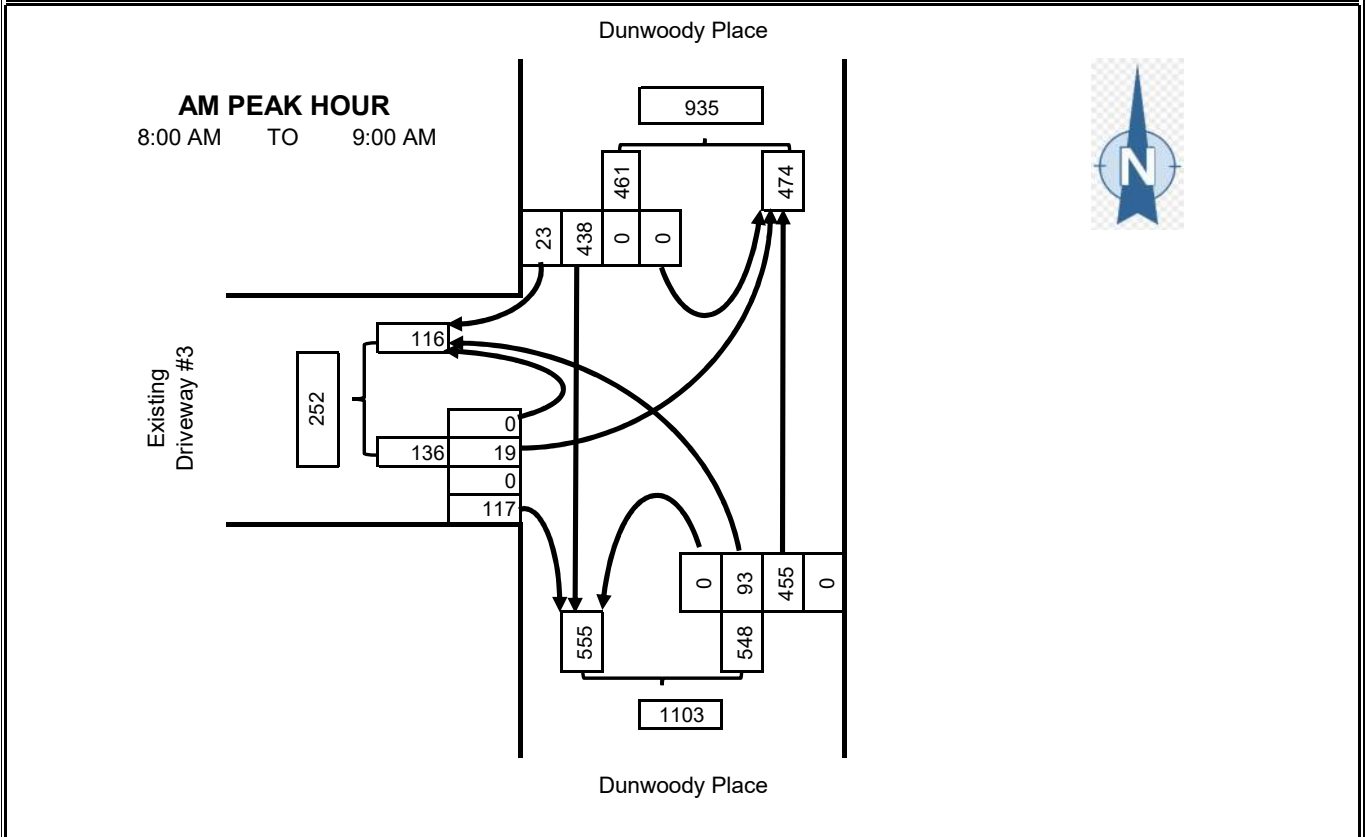
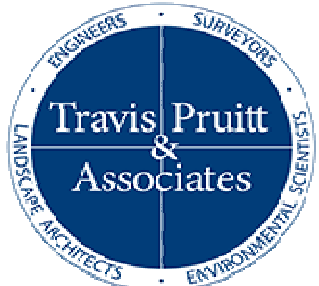
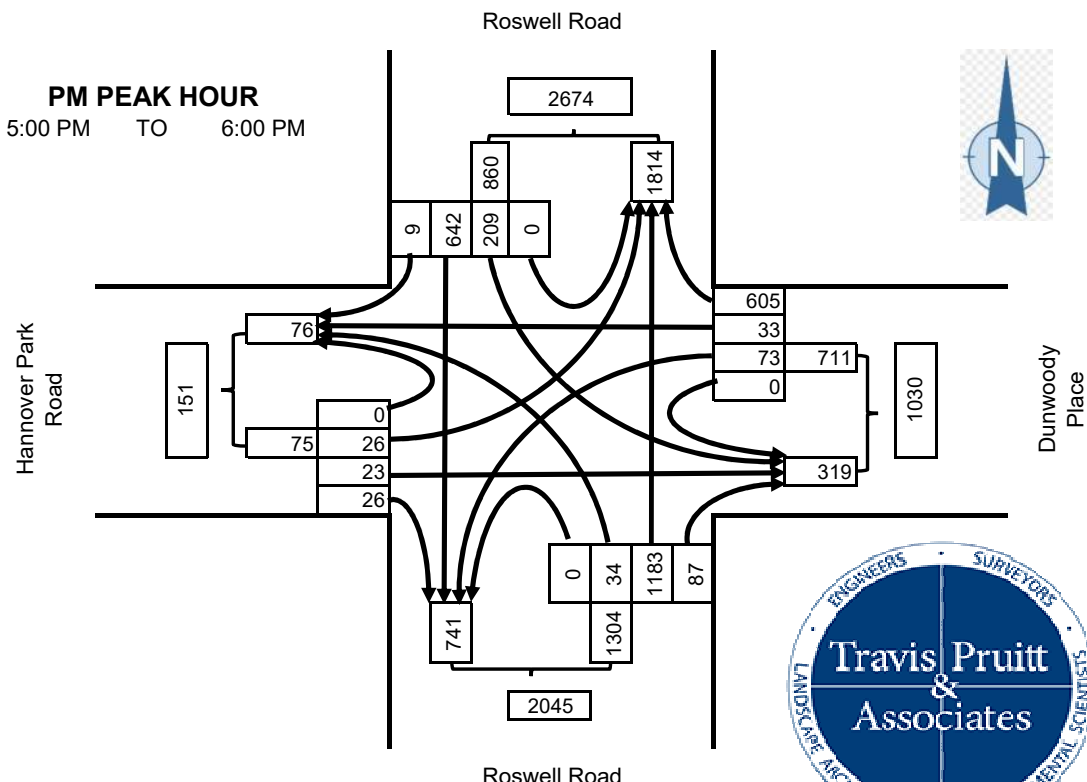
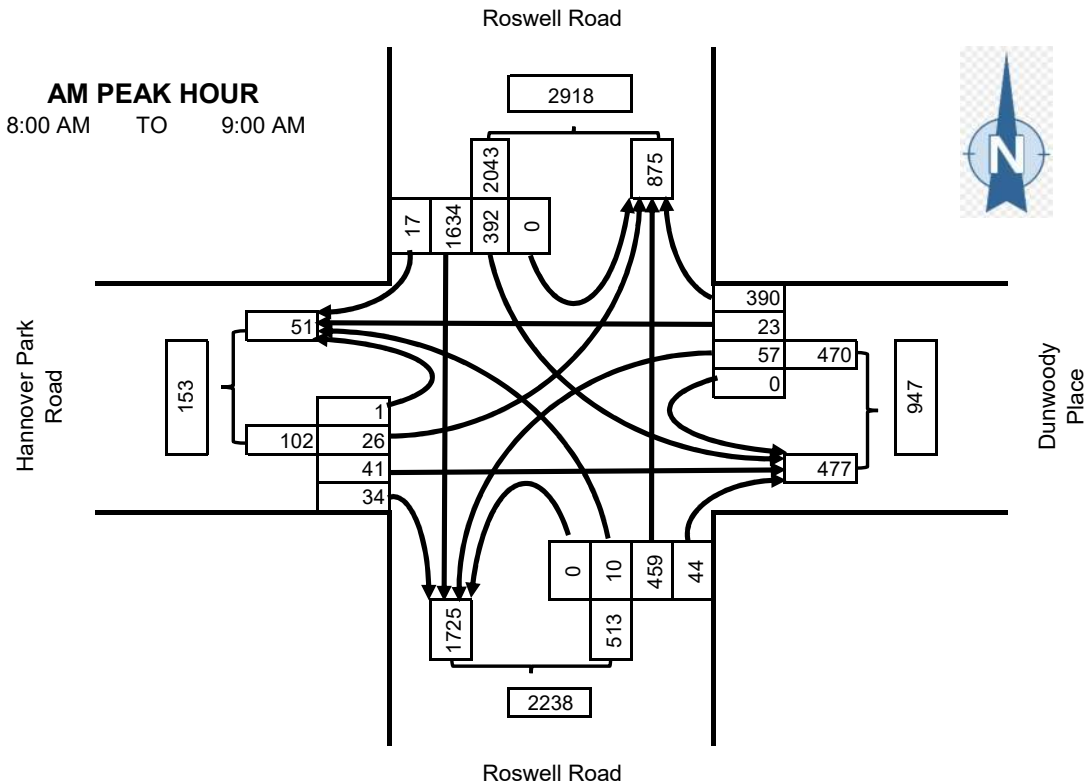


Figure 21

DESIGN YEAR (NO BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS





XV. DESIGN YEAR BUILD CONDITIONS (2029)

In the Design Year Build conditions (2029), the existing traffic was increased at a rate of 1.00% (see Section IV for Growth Rate discussion) per year for the 1-year project buildout period then grown for an additional 3 years (2029) after the project has been built and then is re-analyzed to determine the levels of service. Neither the City of Sandy Springs nor the GDOT programmed improvements will be designed and constructed by 2029; however, project-related improvements will be installed at intersection #1 to further restrict left turn movements. With these additional restrictions, the existing left turn inbound and outbound vehicles at intersection #1 will be reallocated to intersection #2 as shown in Figure 9. Figure 22 through Figure 25 show the projected turning movements at each study intersection. Table 16 summarizes the projected LOS for each intersection based on these conditions. Calculation reports are included in Appendix.

Table 16. Levels of Service – Design Year Build (2029)

INTERSECTION	CONTROL	APPROACH	LEVEL OF SERVICE (Approach Delay)			
			AM		PM	
			LOS	DELAY	LOS	DELAY
#1 Roswell Road / Existing Driveway #1	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	B	10.3	C	17.3
		NB	A	0.0	A	0.0
		SB	A	0.0	A	0.0
		Intersection LOS	A	0.2	A	0.5
#2 Roswell Road / Existing Driveway #2	Unsignalized	EB	N/A	N/A	N/A	N/A
		WB	E	45.4	F	216.2
		NB	A	0.0	A	0.0
		SB	A	0.5	A	2.0
		Intersection LOS	A	3.2	A	18.4
#3 Dunwoody Place/ Existing Driveway #3	Unsignalized	EB	B	13.8	C	17.8
		WB	N/A	N/A	N/A	N/A
		NB	A	2.1	A	2.2
		SB	A	0.0	A	0.0
		Intersection LOS	A	2.7	A	3.6
#4 Roswell Road / Dunwoody Place	Signalized	EB	E	57.0	E	58.6
		WB	E	63.7	E	71.7
		NB	B	13.7	C	20.3
		SB	C	23.0	C	21.6
		Intersection LOS	C	28.4	C	33.8

Analysis:

In the Design Year Build traffic conditions (2029), all intersections continue to function at acceptable levels of service in both the AM and PM peak hours. The westbound stop-controlled approach at



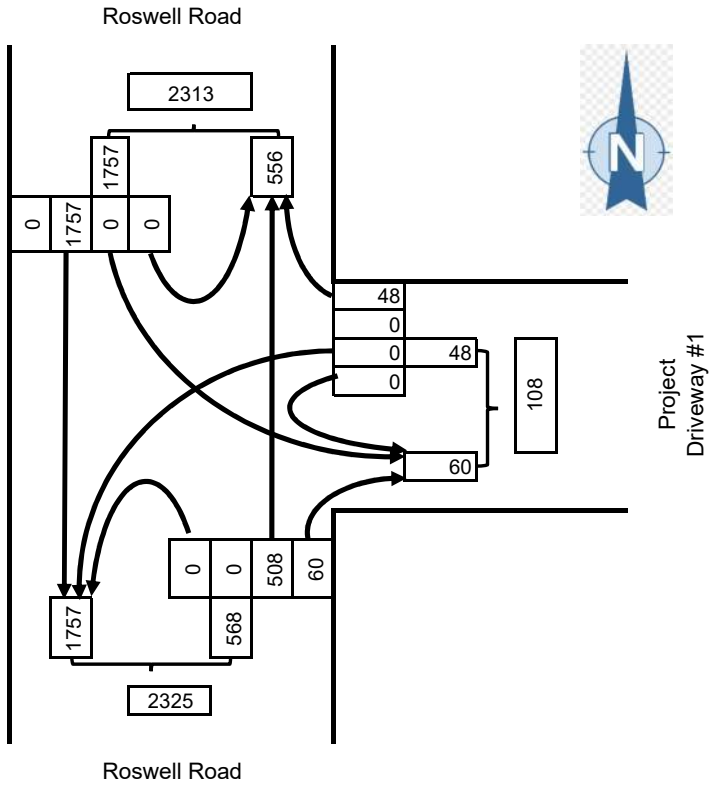
Whataburger Sandy Springs
8721 Roswell Road
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intersection #2 operates at a LOS F in the PM peak hour. As the westbound approach is a minor approach to a two-way stop-controlled intersection, a LOS E or F is considered acceptable and the overall intersection LOS is acceptable.

Figure 22

DESIGN YEAR (BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

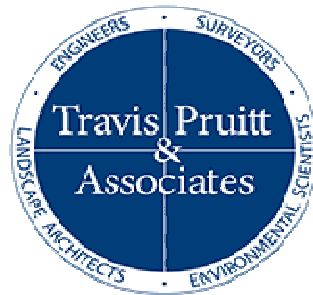
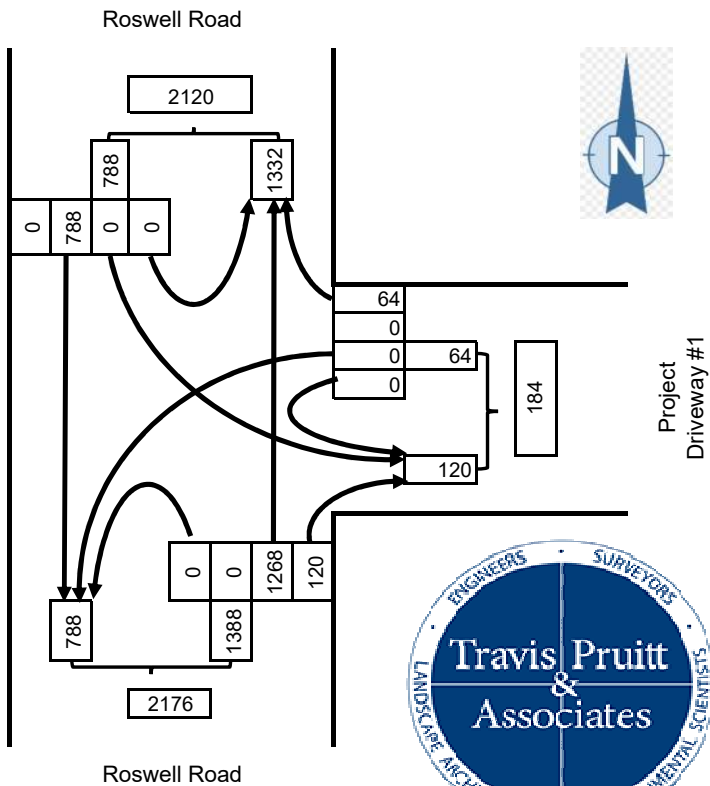
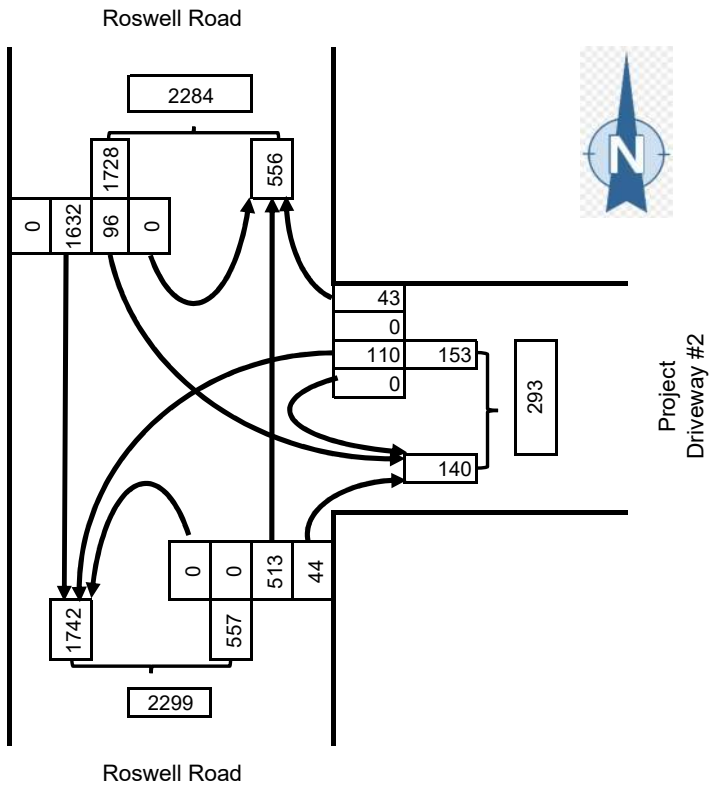


Figure 23

DESIGN YEAR (BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS

AM PEAK HOUR
8:00 AM TO 9:00 AM



PM PEAK HOUR
4:45 PM TO 5:45 PM

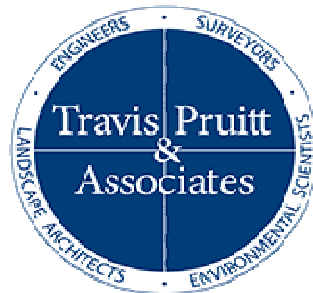
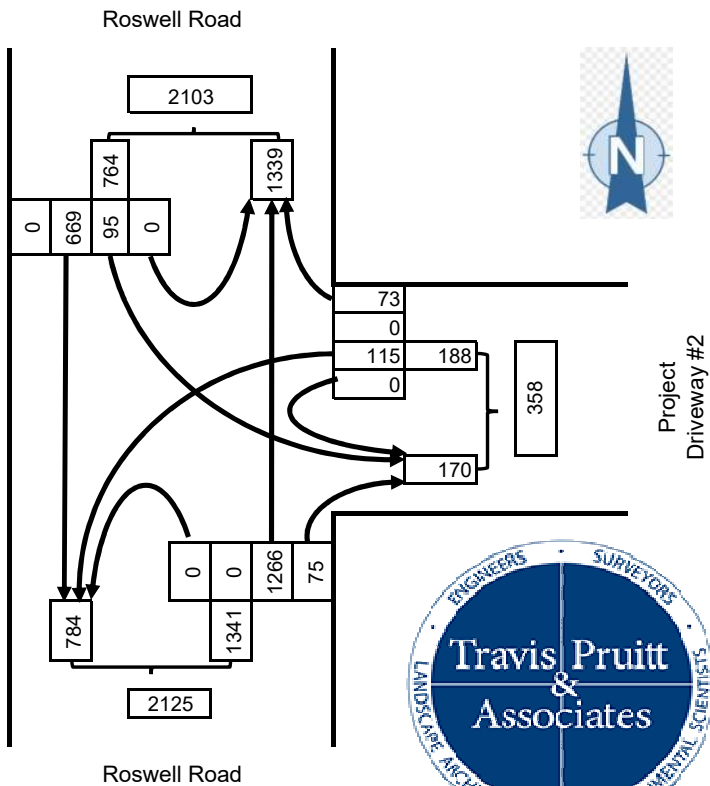


Figure 24

DESIGN YEAR (BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS

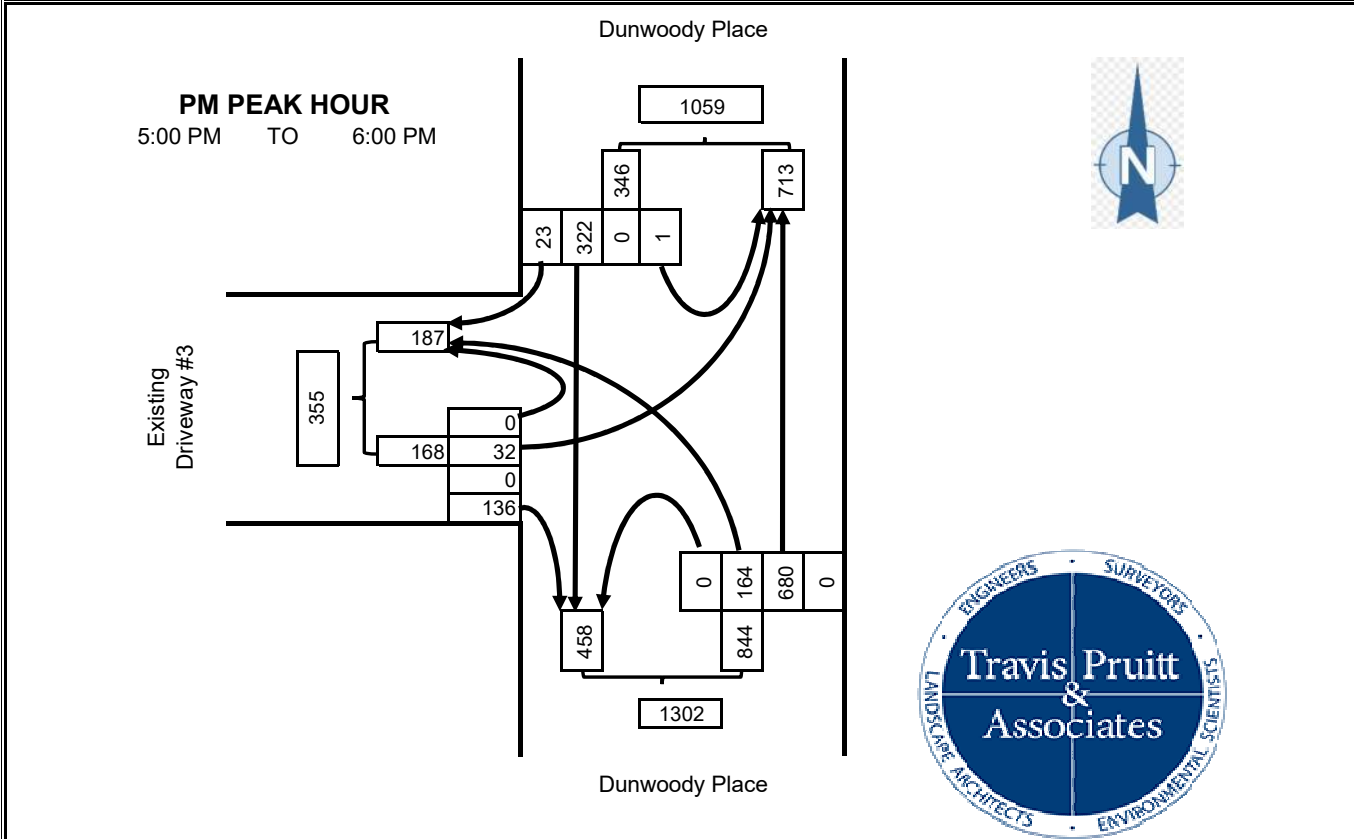
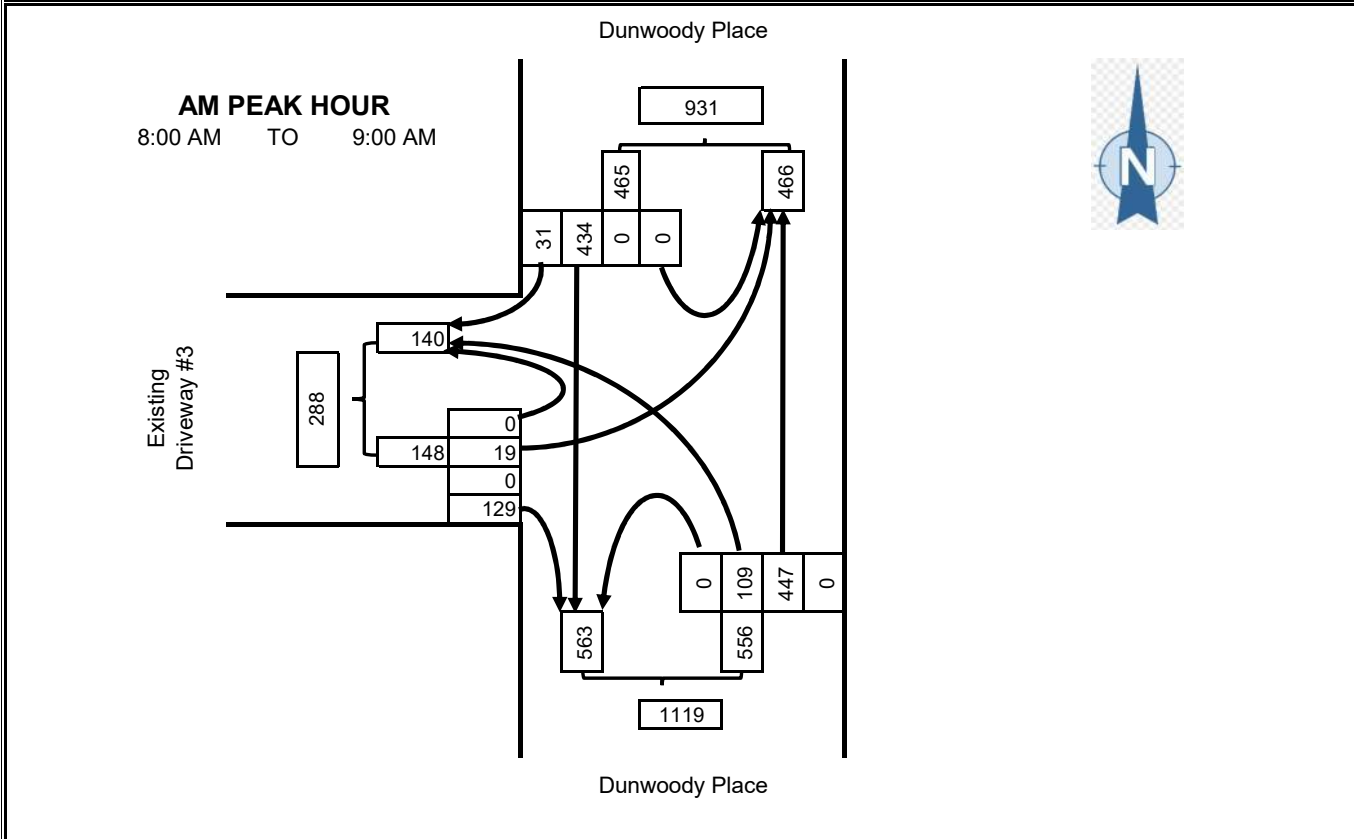
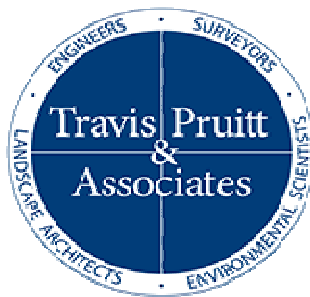
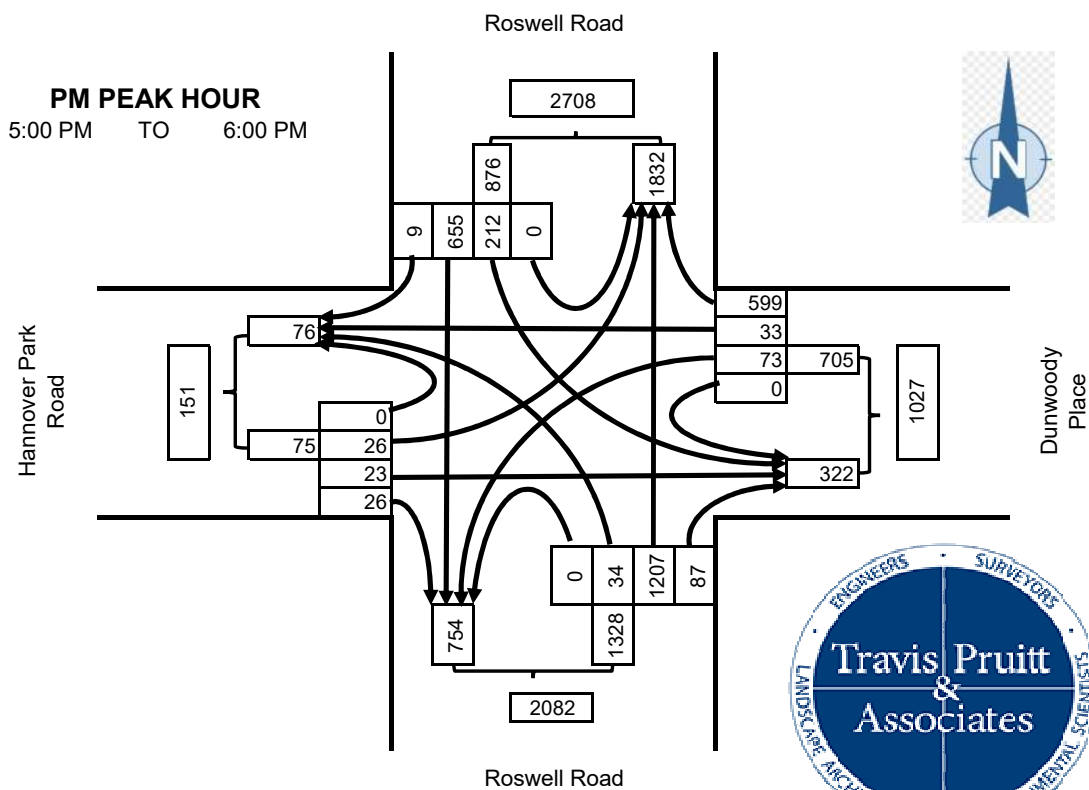
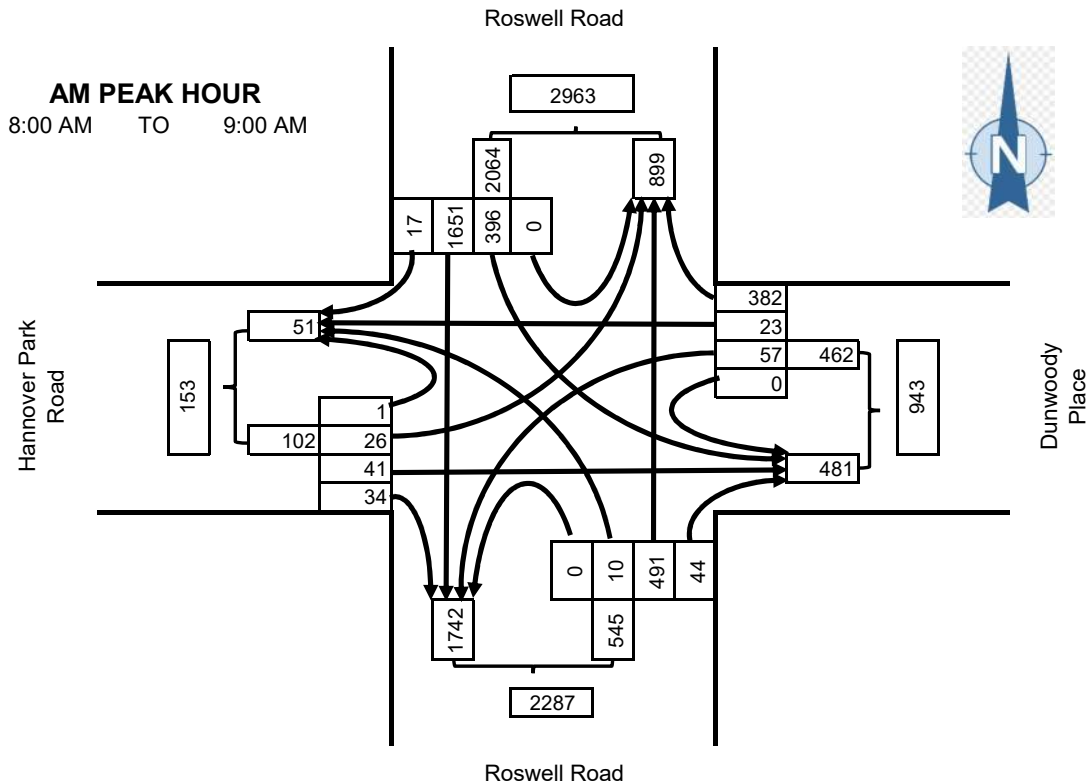


Figure 25

DESIGN YEAR (BUILD) TRAFFIC (2029)
AM & PM PEAK HOUR TURNING MOVEMENTS





XVI. CONCLUSIONS AND RECOMMENDATIONS

Conclusions

The proposed development is a quick service restaurant land use located at 8721 Roswell Road in the City of Sandy Springs in Fulton County, Georgia. The property is 1.35 acres and located on Tax Parcel 06 0368 LL0814. The development will include 1 new building with a total of 3,591 square feet of space. The project will be constructed in a single phase. Construction will begin in 2025 (Existing Year) and the project is anticipated to be completed and fully occupied in 2026 (Opening Year). In addition to the building, the project will include outdoor dining space, dual drive-through lanes, internal parking and a new dumpster enclosure. The parking lot will have a two-way access on the north side of the property and an ingress-only access on the east side of the property. The access points will connect to the existing parking and internal drive aisles that serve the Dunwoody Place shopping center. The proposed project does not include any new direct connections from the site to the adjacent public roadway network (Roswell Road and Dunwoody Place). The project will also include water, sanitary sewer and stormwater management facilities.

The project access will be made through the existing driveways located on Roswell Road and Dunwoody Place. The driveways will be designated as Existing Driveway #1 (right-in/right out driveway on Roswell Road adjacent to the project site), Existing Driveway #2 (full access driveway on Roswell Road approximately 296LF north of Existing Driveway #1), and Existing Driveway #3 (full access driveway on Dunwoody Place to the north of the Publix Building).

The properties to the north and east of the project site, are zoned commercial and include the Dunwoody Place shopping center. Roswell Road is located to the west of the site. A creek is located on the south side of the property. To the south of the creek are the Huntington Place townhomes.

The project is expected to be completed and occupied in one (1) year.

The purpose of this study is to determine the impact of this development on Roswell Road and Dunwoody Place. Figure 1 is a vicinity map for the subject property and Figure 2 is a site plan that shows the location of the proposed access points for the project. The scope of the study includes analyses of the following intersections:

- #1 Roswell Road / Existing Driveway #1 (RIRO)
- #2 Roswell Road / Existing Driveway #2
- #3 Dunwoody Place / Existing Driveway #3
- #4 Roswell Road / Dunwoody Place

The existing conditions were studied to determine the level of service at each of the study intersections listed above. In each of the study conditions, each of the intersections function at acceptable levels of service in both the AM and PM peak hours. The westbound stop-controlled approach at intersection #2 operates at a LOS F in the PM peak hour. As the westbound approach is a minor approach to a two-way



stop-controlled intersection, a LOS E or F is considered acceptable and the overall intersection LOS is acceptable.

A traffic analysis was performed to evaluate how each of the study intersections will operate under the proposed conditions. The existing traffic was grown at 1.00% per year for 1 years to generate the expected background traffic growth. The GDOT and City of Sandy Springs programmed improvements are not anticipated to be completed/under construction prior to the Opening Year (2026) or Design Year (2029).

The scope of this study includes the analysis of 4 intersections within the vicinity of the subject property in each of the following traffic conditions:

- Existing (2025)
- Opening Year No-Build (2026)
- Opening Year Build (2026)
- Design Year No-Build (2029)
- Design Year Build (2029)

With or without the development of the Whataburger Sandy Springs project as determined in this study, traffic will continue to grow, congestion and delay will increase, and roadway improvements will be required. The following are the conclusions based on the analysis of the data:

Intersection #1: Roswell Road / Existing Driveway #1

1. The intersection of Roswell Road / Existing Driveway #1 operates at acceptable levels of service with and without the addition of the project traffic in the Opening Year and Design Year conditions.
2. Both analysis of the existing traffic data and input from City staff indicate that drivers are making SB left turns from Roswell Road into Existing Driveway #1 and WB left turns from Existing Driveway #1 onto Roswell Road despite the existing raised concrete median. The driveway configuration intent is for the driveway to be right-in/right-out. Programmed improvements will provide additional turning movement restrictions by means of raised median.
 - i. Provide improvements to restrict further the left turn movements into and out of Existing Driveway #1 prior to the City's construction of the raised median as a part of the programmed improvements. Short-term improvements may include:
 1. Raised pavement markers (Type 11) to enhance existing gore area at the raised concrete right-in/right-out median.
 2. Flexible lane delineators to enhance existing gore area at the raised concrete right-in/right-out median.
 3. Additional R5-1 Do Not Enter sign in the raised right-in/right-out island



Intersection #2: Roswell Road / Existing Driveway #2

1. The intersection of Roswell Road / Existing Driveway #2 operates at acceptable levels of service with and without the addition of the project traffic in the Opening Year and Design Year conditions.

Intersection #3: Dunwoody Place / Existing Driveway #3

1. The intersection of Dunwoody Place / Existing Driveway #3 operates at acceptable levels of service with and without the addition of the project traffic in the Opening Year and Design Year conditions.

Intersection #4: Roswell Road / Dunwoody Place

1. The intersection of Roswell Road / Dunwoody Place operates at acceptable levels of service with and without the addition of the project traffic in the Opening Year and Design Year conditions.

Recommendations

As traffic develops along this roadway network, we recommend that the developer of the facility and roadway network address the following items as outlined below:

#1 Roswell Road / Existing Driveway #1

1. No improvements are required.

#2 Roswell Road / Existing Driveway #2

2. No improvements are required.

#3 Dunwoody Place / Existing Driveway #3

1. No improvements are required.

#4 Roswell Road / Dunwoody Place

1. No improvements are required.



Whataburger Sandy Springs
8721 Roswell Road
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XVII. APPENDIX

- A. CAPACITY ANALYSIS – EXISTING AM (2025)
- B. CAPACITY ANALYSIS – EXISTING PM (2025)
- C. CAPACITY ANALYSIS – OPENING NO-BUILD AM (2026)
- D. CAPACITY ANALYSIS – OPENING NO-BUILD PM (2026)
- E. CAPACITY ANALYSIS – OPENING BUILD AM (2026)
- F. CAPACITY ANALYSIS – OPENING BUILD PM (2026)
- G. CAPACITY ANALYSIS – DESIGN NO-BUILD AM (2029)
- H. CAPACITY ANALYSIS – DESIGN NO-BUILD PM (2029)
- I. CAPACITY ANALYSIS – DESIGN BUILD AM (2029)
- J. CAPACITY ANALYSIS – DESIGN BUILD PM (2029)
- K. CAPACITY ANALYSIS – OPENING BUILD (2026) SIGNALIZED INTERSECTION QUEUES
- L. TRAFFIC COUNTS
- M. GROWTH RATE CALCULATIONS



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

A. CAPACITY ANALYSIS – EXISTING AM (2025)

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	7	4	500	34	0	1670
Future Vol, veh/h	7	4	500	34	0	1670
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	4	532	36	0	1777

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1421	266	0	0	-
Stage 1	532	-	-	-	-
Stage 2	889	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	127	732	-	-	0
Stage 1	553	-	-	-	0
Stage 2	362	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	127	732	-	-	-
Mov Cap-2 Maneuver	254	-	-	-	-
Stage 1	553	-	-	-	-
Stage 2	362	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	399
HCM Lane V/C Ratio	-	-	0.029
HCM Control Delay (s)	-	-	14.3
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.1

Intersection						
Int Delay, s/veh	1.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑	↑	↑↑
Traffic Vol, veh/h	72	41	462	42	61	1584
Future Vol, veh/h	72	41	462	42	61	1584
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	77	44	491	45	65	1685

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1464	246	0	0	536
Stage 1	491	-	-	-	-
Stage 2	973	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	119	754	-	-	1028
Stage 1	581	-	-	-	-
Stage 2	327	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	112	754	-	-	1028
Mov Cap-2 Maneuver	227	-	-	-	-
Stage 1	581	-	-	-	-
Stage 2	306	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	24.4	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	304	1028
HCM Lane V/C Ratio	-	-	0.395	0.063
HCM Control Delay (s)	-	-	24.4	8.7
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	1.8	0.2

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	↑
Traffic Vol, veh/h	18	112	89	437	421	22
Future Vol, veh/h	18	112	89	437	421	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	123	98	480	463	24

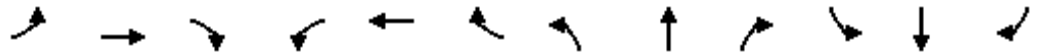
Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	899	232	487	0	-	0
Stage 1	463	-	-	-	-	-
Stage 2	436	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	279	770	1072	-	-	-
Stage 1	600	-	-	-	-	-
Stage 2	619	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	244	770	1072	-	-	-
Mov Cap-2 Maneuver	244	-	-	-	-	-
Stage 1	525	-	-	-	-	-
Stage 2	619	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13	1.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1072	-	593	-	-
HCM Lane V/C Ratio	0.091	-	0.241	-	-
HCM Control Delay (s)	8.7	0.4	13	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.3	-	0.9	-	-

HCM Signalized Intersection Capacity Analysis
 4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	39	33	56	22	379	10	445	42	381	1586	16
Future Volume (vph)	26	39	33	56	22	379	10	445	42	381	1586	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	27	41	34	58	23	395	10	464	44	397	1652	17
RTOR Reduction (vph)	0	0	0	0	0	313	0	0	0	0	0	0
Lane Group Flow (vph)	27	41	34	58	23	82	10	464	44	397	1652	17
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	5.8	9.1	180.0	7.2	10.5	37.5	3.8	118.7	180.0	27.0	141.9	180.0
Effective Green, g (s)	5.8	9.1	180.0	7.2	10.5	37.5	3.8	118.7	180.0	27.0	141.9	180.0
Actuated g/C Ratio	0.03	0.05	1.00	0.04	0.06	0.21	0.02	0.66	1.00	0.15	0.79	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	57	94	1583	137	108	650	37	2333	1583	514	2789	1583
v/s Ratio Prot	0.02	c0.02		c0.02	0.01	0.02	0.01	c0.13		c0.12	c0.47	
v/s Ratio Perm			0.02			0.01			c0.03			0.01
v/c Ratio	0.47	0.44	0.02	0.42	0.21	0.13	0.27	0.20	0.03	0.77	0.59	0.01
Uniform Delay, d1	85.6	83.0	0.0	84.4	80.8	57.9	86.7	12.0	0.0	73.5	7.6	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	6.1	3.2	0.0	2.1	1.0	0.1	3.9	0.2	0.0	7.1	0.9	0.0
Delay (s)	91.7	86.2	0.0	86.5	81.8	58.0	90.7	12.2	0.0	80.6	8.5	0.0
Level of Service	F	F	A	F	F	E	F	B	A	F	A	A
Approach Delay (s)		58.9			62.6			12.7			22.3	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	28.0	HCM 2000 Level of Service
HCM 2000 Volume to Capacity ratio	0.59	C
Actuated Cycle Length (s)	180.0	Sum of lost time (s)
Intersection Capacity Utilization	66.7%	18.0
Analysis Period (min)	15	ICU Level of Service
		C

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

B. CAPACITY ANALYSIS – EXISTING PM (2025)

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑		↑↑
Traffic Vol, veh/h	11	30	1227	97	5	738
Future Vol, veh/h	11	30	1227	97	5	738
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	34	1410	111	6	848

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1846	705	0	0	1410	0
Stage 1	1410	-	-	-	-	-
Stage 2	436	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	66	379	-	-	480	-
Stage 1	191	-	-	-	-	-
Stage 2	619	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	64	379	-	-	480	-
Mov Cap-2 Maneuver	152	-	-	-	-	-
Stage 1	191	-	-	-	-	-
Stage 2	604	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.6	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	518	480
HCM Lane V/C Ratio	-	-	0.091	0.012
HCM Control Delay (s)	-	-	12.6	12.6
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.3	0

Intersection						
Int Delay, s/veh	5.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑	↑	↑↑
Traffic Vol, veh/h	81	70	1194	72	62	654
Future Vol, veh/h	81	70	1194	72	62	654
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	93	80	1372	83	71	752

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1890	686	0	0	1455
Stage 1	1372	-	-	-	-
Stage 2	518	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 62	390	-	-	461
Stage 1	201	-	-	-	-
Stage 2	563	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 52	390	-	-	461
Mov Cap-2 Maneuver	148	-	-	-	-
Stage 1	201	-	-	-	-
Stage 2	476	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	73.9	0	1.2
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	208	461
HCM Lane V/C Ratio	-	-	0.834	0.155
HCM Control Delay (s)	-	-	73.9	14.2
HCM Lane LOS	-	-	F	B
HCM 95th %tile Q(veh)	-	-	6.2	0.5

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	3.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	↑
Traffic Vol, veh/h	31	122	146	659	312	16
Future Vol, veh/h	31	122	146	659	312	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	133	159	716	339	17

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1015	170	356	0	-	0
Stage 1	339	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	234	844	1199	-	-	-
Stage 1	693	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	183	844	1199	-	-	-
Mov Cap-2 Maneuver	183	-	-	-	-	-
Stage 1	541	-	-	-	-	-
Stage 2	467	-	-	-	-	-

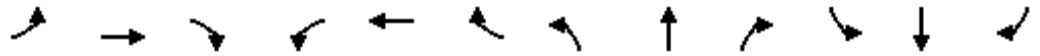
Approach	EB	NB	SB
HCM Control Delay, s	16.2	2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1199	-	487	-	-
HCM Lane V/C Ratio	0.132	-	0.341	-	-
HCM Control Delay (s)	8.5	0.6	16.2	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.5	-	1.5	-	-

HCM Signalized Intersection Capacity Analysis

4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	22	25	70	32	581	33	1137	84	201	617	9
Future Volume (vph)	25	22	25	70	32	581	33	1137	84	201	617	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	28	24	28	78	36	646	37	1263	93	223	686	10
RTOR Reduction (vph)	0	0	0	0	0	175	0	0	0	0	0	0
Lane Group Flow (vph)	28	24	28	78	36	471	37	1263	93	223	686	10
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	7.2	5.6	180.0	11.6	10.0	37.2	7.6	117.6	180.0	27.2	137.2	180.0
Effective Green, g (s)	7.2	5.6	180.0	11.6	10.0	37.2	7.6	117.6	180.0	27.2	137.2	180.0
Actuated g/C Ratio	0.04	0.03	1.00	0.06	0.06	0.21	0.04	0.65	1.00	0.15	0.76	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	70	57	1583	221	103	645	74	2312	1583	518	2697	1583
v/s Ratio Prot	0.02	0.01		c0.02	0.02	c0.11	0.02	c0.36		0.06	0.19	
v/s Ratio Perm			0.02			0.06			0.06			0.01
v/c Ratio	0.40	0.42	0.02	0.35	0.35	0.73	0.50	0.55	0.06	0.43	0.25	0.01
Uniform Delay, d1	84.3	85.6	0.0	80.6	81.9	66.7	84.3	16.8	0.0	69.4	6.3	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.7	5.0	0.0	1.0	2.1	4.3	5.2	0.9	0.1	0.6	0.2	0.0
Delay (s)	88.0	90.6	0.0	81.6	83.9	71.0	89.6	17.8	0.1	69.9	6.5	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		58.0			72.7			18.5			21.9	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	33.5	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.60	
Actuated Cycle Length (s)	180.0	Sum of lost time (s) 18.0
Intersection Capacity Utilization	66.3%	ICU Level of Service C
Analysis Period (min)	15	

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

C. CAPACITY ANALYSIS – OPENING NO-BUILD AM (2026)

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	7	4	505	34	0	1687
Future Vol, veh/h	7	4	505	34	0	1687
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	4	537	36	0	1795

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1435	269	0	0	-
Stage 1	537	-	-	-	-
Stage 2	898	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	125	729	-	-	0
Stage 1	550	-	-	-	0
Stage 2	358	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	125	729	-	-	-
Mov Cap-2 Maneuver	251	-	-	-	-
Stage 1	550	-	-	-	-
Stage 2	358	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.4	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	394
HCM Lane V/C Ratio	-	-	0.03
HCM Control Delay (s)	-	-	14.4
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.1

Intersection						
Int Delay, s/veh	1.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑	↑	↑↑
Traffic Vol, veh/h	73	41	467	42	62	1600
Future Vol, veh/h	73	41	467	42	62	1600
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	78	44	497	45	66	1702

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1480	249	0	0	542
Stage 1	497	-	-	-	-
Stage 2	983	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	116	751	-	-	1023
Stage 1	577	-	-	-	-
Stage 2	323	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	108	751	-	-	1023
Mov Cap-2 Maneuver	224	-	-	-	-
Stage 1	577	-	-	-	-
Stage 2	302	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	24.9	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	300	1023
HCM Lane V/C Ratio	-	-	0.404	0.064
HCM Control Delay (s)	-	-	24.9	8.8
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	1.9	0.2

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	↑
Traffic Vol, veh/h	18	113	90	441	425	22
Future Vol, veh/h	18	113	90	441	425	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	124	99	485	467	24

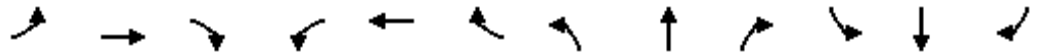
Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	908	234	491	0	-	0
Stage 1	467	-	-	-	-	-
Stage 2	441	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	275	768	1069	-	-	-
Stage 1	597	-	-	-	-	-
Stage 2	616	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	240	768	1069	-	-	-
Mov Cap-2 Maneuver	240	-	-	-	-	-
Stage 1	521	-	-	-	-	-
Stage 2	616	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13.1	1.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1069	-	590	-	-
HCM Lane V/C Ratio	0.093	-	0.244	-	-
HCM Control Delay (s)	8.7	0.4	13.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.3	-	1	-	-

HCM Signalized Intersection Capacity Analysis
 4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	39	33	56	22	379	10	445	42	381	1586	16
Future Volume (vph)	26	39	33	56	22	379	10	445	42	381	1586	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	27	41	34	58	23	395	10	464	44	397	1652	17
RTOR Reduction (vph)	0	0	0	0	0	313	0	0	0	0	0	0
Lane Group Flow (vph)	27	41	34	58	23	82	10	464	44	397	1652	17
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	5.8	9.1	180.0	7.2	10.5	37.5	3.8	118.7	180.0	27.0	141.9	180.0
Effective Green, g (s)	5.8	9.1	180.0	7.2	10.5	37.5	3.8	118.7	180.0	27.0	141.9	180.0
Actuated g/C Ratio	0.03	0.05	1.00	0.04	0.06	0.21	0.02	0.66	1.00	0.15	0.79	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	57	94	1583	137	108	650	37	2333	1583	514	2789	1583
v/s Ratio Prot	0.02	c0.02		c0.02	0.01	0.02	0.01	c0.13		c0.12	c0.47	
v/s Ratio Perm			0.02			0.01			c0.03			0.01
v/c Ratio	0.47	0.44	0.02	0.42	0.21	0.13	0.27	0.20	0.03	0.77	0.59	0.01
Uniform Delay, d1	85.6	83.0	0.0	84.4	80.8	57.9	86.7	12.0	0.0	73.5	7.6	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	6.1	3.2	0.0	2.1	1.0	0.1	3.9	0.2	0.0	7.1	0.9	0.0
Delay (s)	91.7	86.2	0.0	86.5	81.8	58.0	90.7	12.2	0.0	80.6	8.5	0.0
Level of Service	F	F	A	F	F	E	F	B	A	F	A	A
Approach Delay (s)		58.9			62.6			12.7			22.3	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	28.0	HCM 2000 Level of Service
HCM 2000 Volume to Capacity ratio	0.59	C
Actuated Cycle Length (s)	180.0	Sum of lost time (s)
Intersection Capacity Utilization	66.7%	18.0
Analysis Period (min)	15	ICU Level of Service
		C

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

D. CAPACITY ANALYSIS – OPENING NO-BUILD PM (2026)

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑		↑↑
Traffic Vol, veh/h	11	30	1239	98	5	745
Future Vol, veh/h	11	30	1239	98	5	745
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	34	1424	113	6	856

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1864	712	0	0	1424
Stage 1	1424	-	-	-	-
Stage 2	440	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	64	375	-	-	474
Stage 1	188	-	-	-	-
Stage 2	616	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	62	375	-	-	474
Mov Cap-2 Maneuver	150	-	-	-	-
Stage 1	188	-	-	-	-
Stage 2	601	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.7	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	513	474
HCM Lane V/C Ratio	-	-	0.092	0.012
HCM Control Delay (s)	-	-	12.7	12.7
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.3	0

Intersection						
Int Delay, s/veh	6.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑	↑	↑↑
Traffic Vol, veh/h	82	71	1206	73	63	661
Future Vol, veh/h	82	71	1206	73	63	661
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	94	82	1386	84	72	760

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1910	693	0	0	1470
Stage 1	1386	-	-	-	-
Stage 2	524	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 60	386	-	-	455
Stage 1	197	-	-	-	-
Stage 2	559	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 51	386	-	-	455
Mov Cap-2 Maneuver	145	-	-	-	-
Stage 1	197	-	-	-	-
Stage 2	471	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	80	0	1.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	204	455
HCM Lane V/C Ratio	-	-	0.862	0.159
HCM Control Delay (s)	-	-	80	14.4
HCM Lane LOS	-	-	F	B
HCM 95th %tile Q(veh)	-	-	6.5	0.6

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	3.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	↑
Traffic Vol, veh/h	31	123	147	666	315	16
Future Vol, veh/h	31	123	147	666	315	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	134	160	724	342	17

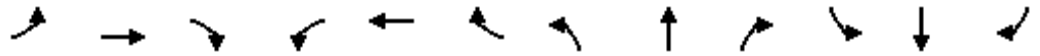
Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1024	171	359	0	-	0
Stage 1	342	-	-	-	-	-
Stage 2	682	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	231	843	1196	-	-	-
Stage 1	691	-	-	-	-	-
Stage 2	464	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	179	843	1196	-	-	-
Mov Cap-2 Maneuver	179	-	-	-	-	-
Stage 1	536	-	-	-	-	-
Stage 2	464	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.4	2.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1196	-	483	-	-
HCM Lane V/C Ratio	0.134	-	0.347	-	-
HCM Control Delay (s)	8.5	0.7	16.4	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.5	-	1.5	-	-

HCM Signalized Intersection Capacity Analysis
 4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	22	25	71	32	587	33	1148	85	203	623	9
Future Volume (vph)	25	22	25	71	32	587	33	1148	85	203	623	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	28	24	28	79	36	652	37	1276	94	226	692	10
RTOR Reduction (vph)	0	0	0	0	0	173	0	0	0	0	0	0
Lane Group Flow (vph)	28	24	28	79	36	479	37	1276	94	226	692	10
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	7.2	5.6	180.0	11.7	10.1	37.8	7.6	117.0	180.0	27.7	137.1	180.0
Effective Green, g (s)	7.2	5.6	180.0	11.7	10.1	37.8	7.6	117.0	180.0	27.7	137.1	180.0
Actuated g/C Ratio	0.04	0.03	1.00	0.06	0.06	0.21	0.04	0.65	1.00	0.15	0.76	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	70	57	1583	223	104	654	74	2300	1583	528	2695	1583
v/s Ratio Prot	0.02	0.01		c0.02	0.02	c0.11	0.02	c0.36		0.07	0.20	
v/s Ratio Perm			0.02			0.06			0.06			0.01
v/c Ratio	0.40	0.42	0.02	0.35	0.35	0.73	0.50	0.55	0.06	0.43	0.26	0.01
Uniform Delay, d1	84.3	85.6	0.0	80.5	81.8	66.4	84.3	17.2	0.0	69.0	6.4	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.7	5.0	0.0	1.0	2.0	4.2	5.2	1.0	0.1	0.6	0.2	0.0
Delay (s)	88.0	90.6	0.0	81.5	83.8	70.6	89.6	18.2	0.1	69.5	6.6	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		58.0			72.4			18.9			21.8	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	33.6	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.61	
Actuated Cycle Length (s)	180.0	Sum of lost time (s) 18.0
Intersection Capacity Utilization	66.9%	ICU Level of Service C
Analysis Period (min)	15	

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

E. CAPACITY ANALYSIS – OPENING BUILD AM (2026)

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	0	48	493	59	0	1706
Future Vol, veh/h	0	48	493	59	0	1706
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	51	524	63	0	1815

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1432	262	0	0	-
Stage 1	524	-	-	-	-
Stage 2	908	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	125	737	-	-	0
Stage 1	559	-	-	-	0
Stage 2	354	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	125	737	-	-	-
Mov Cap-2 Maneuver	251	-	-	-	-
Stage 1	559	-	-	-	-
Stage 2	354	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.2	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	737
HCM Lane V/C Ratio	-	-	0.069
HCM Control Delay (s)	-	-	10.2
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.2

Intersection						
Int Delay, s/veh	3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↑	↘	↑↑
Traffic Vol, veh/h	108	41	499	42	95	1584
Future Vol, veh/h	108	41	499	42	95	1584
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	115	44	531	45	101	1685

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1576	266	0	0	576
Stage 1	531	-	-	-	-
Stage 2	1045	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 100	732	-	-	993
Stage 1	554	-	-	-	-
Stage 2	300	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 90	732	-	-	993
Mov Cap-2 Maneuver	200	-	-	-	-
Stage 1	554	-	-	-	-
Stage 2	269	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	41.4	0	0.5
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	250	993
HCM Lane V/C Ratio	-	-	0.634	0.102
HCM Control Delay (s)	-	-	41.4	9
HCM Lane LOS	-	-	E	A
HCM 95th %tile Q(veh)	-	-	3.9	0.3

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↘↗			↕↕	↕↕	↗↘
Traffic Vol, veh/h	18	125	106	433	421	30
Future Vol, veh/h	18	125	106	433	421	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	137	116	476	463	33

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	933	232	496	0	-	0
Stage 1	463	-	-	-	-	-
Stage 2	470	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	265	770	1064	-	-	-
Stage 1	600	-	-	-	-	-
Stage 2	595	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	226	770	1064	-	-	-
Mov Cap-2 Maneuver	226	-	-	-	-	-
Stage 1	511	-	-	-	-	-
Stage 2	595	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13.3	2.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1064	-	591	-	-
HCM Lane V/C Ratio	0.109	-	0.266	-	-
HCM Control Delay (s)	8.8	0.4	13.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.4	-	1.1	-	-

HCM Signalized Intersection Capacity Analysis
 4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	39	33	56	22	371	10	477	42	385	1603	16
Future Volume (vph)	26	39	33	56	22	371	10	477	42	385	1603	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	27	41	34	58	23	386	10	497	44	401	1670	17
RTOR Reduction (vph)	0	0	0	0	0	305	0	0	0	0	0	0
Lane Group Flow (vph)	27	41	34	58	23	81	10	497	44	401	1670	17
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	5.8	9.1	180.0	7.2	10.5	37.7	3.8	118.5	180.0	27.2	141.9	180.0
Effective Green, g (s)	5.8	9.1	180.0	7.2	10.5	37.7	3.8	118.5	180.0	27.2	141.9	180.0
Actuated g/C Ratio	0.03	0.05	1.00	0.04	0.06	0.21	0.02	0.66	1.00	0.15	0.79	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	57	94	1583	137	108	653	37	2329	1583	518	2789	1583
v/s Ratio Prot	0.02	c0.02		c0.02	0.01	0.02	0.01	c0.14		c0.12	c0.47	
v/s Ratio Perm			0.02			0.01			c0.03			0.01
v/c Ratio	0.47	0.44	0.02	0.42	0.21	0.12	0.27	0.21	0.03	0.77	0.60	0.01
Uniform Delay, d1	85.6	83.0	0.0	84.4	80.8	57.7	86.7	12.2	0.0	73.4	7.6	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	6.1	3.2	0.0	2.1	1.0	0.1	3.9	0.2	0.0	7.1	1.0	0.0
Delay (s)	91.7	86.2	0.0	86.5	81.8	57.8	90.7	12.4	0.0	80.5	8.6	0.0
Level of Service	F	F	A	F	F	E	F	B	A	F	A	A
Approach Delay (s)		58.9			62.6			12.9			22.3	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	27.7	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.60	
Actuated Cycle Length (s)	180.0	Sum of lost time (s) 18.0
Intersection Capacity Utilization	67.2%	ICU Level of Service C
Analysis Period (min)	15	

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

F. CAPACITY ANALYSIS – OPENING BUILD PM (2026)

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	0	63	1230	117	0	765
Future Vol, veh/h	0	63	1230	117	0	765
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	72	1414	134	0	879

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1854	707	0	0	-
Stage 1	1414	-	-	-	-
Stage 2	440	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	65	378	-	-	0
Stage 1	190	-	-	-	0
Stage 2	616	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	65	378	-	-	-
Mov Cap-2 Maneuver	152	-	-	-	-
Stage 1	190	-	-	-	-
Stage 2	616	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	16.8	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	378
HCM Lane V/C Ratio	-	-	0.192
HCM Control Delay (s)	-	-	16.8
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.7

Intersection						
Int Delay, s/veh	15.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↑	↘	↑↑
Traffic Vol, veh/h	113	71	1230	42	93	649
Future Vol, veh/h	113	71	1230	42	93	649
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	130	82	1414	48	107	746

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	2001	707	0	0	1462
Stage 1	1414	-	-	-	-
Stage 2	587	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 52	378	-	-	458
Stage 1	190	-	-	-	-
Stage 2	519	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 40	378	-	-	458
Mov Cap-2 Maneuver	133	-	-	-	-
Stage 1	190	-	-	-	-
Stage 2	398	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	182.6	0	1.9
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	177	458
HCM Lane V/C Ratio	-	-	1.195	0.233
HCM Control Delay (s)	-	-	182.6	15.2
HCM Lane LOS	-	-	F	C
HCM 95th %tile Q(veh)	-	-	11.3	0.9

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	31	132	159	660	312	22
Future Vol, veh/h	31	132	159	660	312	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	143	173	717	339	24

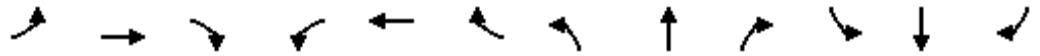
Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1044	170	363	0	-	0
Stage 1	339	-	-	-	-	-
Stage 2	705	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	225	844	1192	-	-	-
Stage 1	693	-	-	-	-	-
Stage 2	451	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	171	844	1192	-	-	-
Mov Cap-2 Maneuver	171	-	-	-	-	-
Stage 1	526	-	-	-	-	-
Stage 2	451	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.7	2.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1192	-	483	-	-
HCM Lane V/C Ratio	0.145	-	0.367	-	-
HCM Control Delay (s)	8.5	0.7	16.7	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.5	-	1.7	-	-

HCM Signalized Intersection Capacity Analysis
 4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	22	25	71	32	581	33	1172	85	206	636	9
Future Volume (vph)	25	22	25	71	32	581	33	1172	85	206	636	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	28	24	28	79	36	646	37	1302	94	229	707	10
RTOR Reduction (vph)	0	0	0	0	0	172	0	0	0	0	0	0
Lane Group Flow (vph)	28	24	28	79	36	474	37	1302	94	229	707	10
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	7.2	5.6	180.0	11.7	10.1	37.5	7.6	117.3	180.0	27.4	137.1	180.0
Effective Green, g (s)	7.2	5.6	180.0	11.7	10.1	37.5	7.6	117.3	180.0	27.4	137.1	180.0
Actuated g/C Ratio	0.04	0.03	1.00	0.06	0.06	0.21	0.04	0.65	1.00	0.15	0.76	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	70	57	1583	223	104	650	74	2306	1583	522	2695	1583
v/s Ratio Prot	0.02	0.01		c0.02	0.02	c0.11	0.02	c0.37		0.07	0.20	
v/s Ratio Perm			0.02			0.06			0.06			0.01
v/c Ratio	0.40	0.42	0.02	0.35	0.35	0.73	0.50	0.56	0.06	0.44	0.26	0.01
Uniform Delay, d1	84.3	85.6	0.0	80.5	81.8	66.5	84.3	17.3	0.0	69.3	6.4	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.7	5.0	0.0	1.0	2.0	4.1	5.2	1.0	0.1	0.6	0.2	0.0
Delay (s)	88.0	90.6	0.0	81.5	83.8	70.6	89.6	18.3	0.1	69.9	6.6	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		58.0			72.4			18.9			21.9	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	33.4	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.62	
Actuated Cycle Length (s)	180.0	Sum of lost time (s) 18.0
Intersection Capacity Utilization	67.3%	ICU Level of Service C
Analysis Period (min)	15	

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

G. CAPACITY ANALYSIS – DESIGN NO-BUILD AM (2029)

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↑		↑↑
Traffic Vol, veh/h	7	4	520	35	0	1738
Future Vol, veh/h	7	4	520	35	0	1738
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	4	553	37	0	1849

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1478	277	0	0	-
Stage 1	553	-	-	-	-
Stage 2	925	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	117	720	-	-	0
Stage 1	540	-	-	-	0
Stage 2	347	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	117	720	-	-	-
Mov Cap-2 Maneuver	243	-	-	-	-
Stage 1	540	-	-	-	-
Stage 2	347	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.7	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	382
HCM Lane V/C Ratio	-	-	0.031
HCM Control Delay (s)	-	-	14.7
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.1

Intersection						
Int Delay, s/veh	1.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗	↘	↑↑
Traffic Vol, veh/h	75	41	481	44	63	1648
Future Vol, veh/h	75	41	481	44	63	1648
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	80	44	512	47	67	1753

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1523	256	0	0	559
Stage 1	512	-	-	-	-
Stage 2	1011	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	109	743	-	-	1008
Stage 1	567	-	-	-	-
Stage 2	312	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	102	743	-	-	1008
Mov Cap-2 Maneuver	216	-	-	-	-
Stage 1	567	-	-	-	-
Stage 2	291	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	26.6	0	0.3
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	288	1008
HCM Lane V/C Ratio	-	-	0.428	0.066
HCM Control Delay (s)	-	-	26.6	8.8
HCM Lane LOS	-	-	D	A
HCM 95th %tile Q(veh)	-	-	2	0.2

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	↑
Traffic Vol, veh/h	19	117	93	455	438	23
Future Vol, veh/h	19	117	93	455	438	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	129	102	500	481	25

























Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	935	241	506	0	-	0
Stage 1	481	-	-	-	-	-
Stage 2	454	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	264	760	1055	-	-	-
Stage 1	588	-	-	-	-	-
Stage 2	606	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	229	760	1055	-	-	-
Mov Cap-2 Maneuver	229	-	-	-	-	-
Stage 1	509	-	-	-	-	-
Stage 2	606	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13.5	1.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1055	-	574	-	-
HCM Lane V/C Ratio	0.097	-	0.26	-	-
HCM Control Delay (s)	8.8	0.4	13.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.3	-	1	-	-

HCM Signalized Intersection Capacity Analysis
 4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	41	34	57	23	390	10	459	44	392	1634	17
Future Volume (vph)	27	41	34	57	23	390	10	459	44	392	1634	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	28	43	35	59	24	406	10	478	46	408	1702	18
RTOR Reduction (vph)	0	0	0	0	0	325	0	0	0	0	0	0
Lane Group Flow (vph)	28	43	35	59	24	81	10	478	46	408	1702	18
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	9.9	9.3	180.0	8.5	7.9	35.7	3.8	116.4	180.0	27.8	140.4	180.0
Effective Green, g (s)	9.9	9.3	180.0	8.5	7.9	35.7	3.8	116.4	180.0	27.8	140.4	180.0
Actuated g/C Ratio	0.06	0.05	1.00	0.05	0.04	0.20	0.02	0.65	1.00	0.15	0.78	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	97	96	1583	162	81	622	37	2288	1583	530	2760	1583
v/s Ratio Prot	0.02	c0.02		c0.02	0.01	0.02	0.01	c0.14		c0.12	c0.48	
v/s Ratio Perm			0.02			0.01			c0.03			0.01
v/c Ratio	0.29	0.45	0.02	0.36	0.30	0.13	0.27	0.21	0.03	0.77	0.62	0.01
Uniform Delay, d1	81.7	82.9	0.0	83.1	83.4	59.4	86.7	13.0	0.0	73.0	8.4	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.6	3.3	0.0	1.4	2.0	0.1	3.9	0.2	0.0	6.7	1.0	0.0
Delay (s)	83.3	86.2	0.0	84.5	85.4	59.5	90.7	13.2	0.0	79.7	9.4	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		57.0			63.8			13.5			22.8	
Approach LOS		E			E			B			C	
Intersection Summary												
HCM 2000 Control Delay			28.6	HCM 2000 Level of Service				C				
HCM 2000 Volume to Capacity ratio			0.61									
Actuated Cycle Length (s)			180.0	Sum of lost time (s)				18.0				
Intersection Capacity Utilization			68.0%	ICU Level of Service				C				
Analysis Period (min)			15									

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

H. CAPACITY ANALYSIS –DESIGN NO-BUILD PM (2029)

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	11	31	1277	101	5	768
Future Vol, veh/h	11	31	1277	101	5	768
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	36	1468	116	6	883

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1922	734	0	0	1468
Stage 1	1468	-	-	-	-
Stage 2	454	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	59	363	-	-	456
Stage 1	178	-	-	-	-
Stage 2	606	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	57	363	-	-	456
Mov Cap-2 Maneuver	142	-	-	-	-
Stage 1	178	-	-	-	-
Stage 2	590	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.1	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	492	456
HCM Lane V/C Ratio	-	-	0.098	0.013
HCM Control Delay (s)	-	-	13.1	13
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.3	0

Intersection						
Int Delay, s/veh	7.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↑	↑	↑	↑↑
Traffic Vol, veh/h	84	73	1242	75	65	681
Future Vol, veh/h	84	73	1242	75	65	681
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	97	84	1428	86	75	783

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1970	714	0	0	1514
Stage 1	1428	-	-	-	-
Stage 2	542	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 55	374	-	-	437
Stage 1	187	-	-	-	-
Stage 2	547	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 46	374	-	-	437
Mov Cap-2 Maneuver	138	-	-	-	-
Stage 1	187	-	-	-	-
Stage 2	453	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	96	0	1.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	195	437
HCM Lane V/C Ratio	-	-	0.925	0.171
HCM Control Delay (s)	-	-	96	14.9
HCM Lane LOS	-	-	F	B
HCM 95th %tile Q(veh)	-	-	7.4	0.6

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	TT			TT	TT	T
Traffic Vol, veh/h	32	127	152	686	325	17
Future Vol, veh/h	32	127	152	686	325	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	138	165	746	353	18

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1056	177	371	0	-	0
Stage 1	353	-	-	-	-	-
Stage 2	703	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	221	835	1184	-	-	-
Stage 1	682	-	-	-	-	-
Stage 2	452	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	168	835	1184	-	-	-
Mov Cap-2 Maneuver	168	-	-	-	-	-
Stage 1	520	-	-	-	-	-
Stage 2	452	-	-	-	-	-

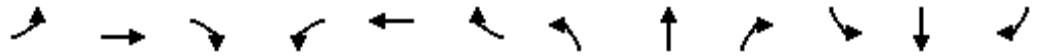
Approach	EB	NB	SB
HCM Control Delay, s	17.3	2.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1184	-	464	-	-
HCM Lane V/C Ratio	0.14	-	0.372	-	-
HCM Control Delay (s)	8.5	0.7	17.3	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.5	-	1.7	-	-

HCM Signalized Intersection Capacity Analysis

4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	23	26	73	33	605	34	1183	87	209	642	9
Future Volume (vph)	26	23	26	73	33	605	34	1183	87	209	642	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	29	26	29	81	37	672	38	1314	97	232	713	10
RTOR Reduction (vph)	0	0	0	0	0	166	0	0	0	0	0	0
Lane Group Flow (vph)	29	26	29	81	37	506	38	1314	97	232	713	10
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	7.3	5.7	180.0	11.7	10.1	39.6	7.6	115.1	180.0	29.5	137.0	180.0
Effective Green, g (s)	7.3	5.7	180.0	11.7	10.1	39.6	7.6	115.1	180.0	29.5	137.0	180.0
Actuated g/C Ratio	0.04	0.03	1.00	0.06	0.06	0.22	0.04	0.64	1.00	0.16	0.76	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	71	58	1583	223	104	682	74	2262	1583	562	2693	1583
v/s Ratio Prot	0.02	0.01		c0.02	0.02	c0.12	0.02	c0.37		0.07	0.20	
v/s Ratio Perm			0.02			0.06			0.06			0.01
v/c Ratio	0.41	0.45	0.02	0.36	0.36	0.74	0.51	0.58	0.06	0.41	0.26	0.01
Uniform Delay, d1	84.2	85.6	0.0	80.6	81.8	65.4	84.4	18.6	0.0	67.5	6.4	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.8	5.4	0.0	1.0	2.1	4.4	5.9	1.1	0.1	0.5	0.2	0.0
Delay (s)	88.0	91.0	0.0	81.6	83.9	69.8	90.3	19.7	0.1	68.0	6.7	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		58.6			71.7			20.2			21.5	
Approach LOS		E			E			C			C	

Intersection Summary

HCM 2000 Control Delay	34.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	68.4%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

I. CAPACITY ANALYSIS – DESIGN BUILD AM (2029)

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	0	48	508	60	0	1757
Future Vol, veh/h	0	48	508	60	0	1757
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	51	540	64	0	1869

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1475	270	0	0	-
Stage 1	540	-	-	-	-
Stage 2	935	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	117	728	-	-	0
Stage 1	548	-	-	-	0
Stage 2	342	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	117	728	-	-	-
Mov Cap-2 Maneuver	242	-	-	-	-
Stage 1	548	-	-	-	-
Stage 2	342	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	728
HCM Lane V/C Ratio	-	-	0.07
HCM Control Delay (s)	-	-	10.3
HCM Lane LOS	-	-	B
HCM 95th %tile Q(veh)	-	-	0.2

Intersection						
Int Delay, s/veh	3.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗	↘	↑↑
Traffic Vol, veh/h	110	43	513	44	96	1632
Future Vol, veh/h	110	43	513	44	96	1632
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	117	46	546	47	102	1736

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1618	273	0	0	593
Stage 1	546	-	-	-	-
Stage 2	1072	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 94	725	-	-	979
Stage 1	544	-	-	-	-
Stage 2	290	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 84	725	-	-	979
Mov Cap-2 Maneuver	193	-	-	-	-
Stage 1	544	-	-	-	-
Stage 2	260	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	45.4	0	0.5
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	243	979
HCM Lane V/C Ratio	-	-	0.67	0.104
HCM Control Delay (s)	-	-	45.4	9.1
HCM Lane LOS	-	-	E	A
HCM 95th %tile Q(veh)	-	-	4.3	0.3

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	129	109	447	434	31
Future Vol, veh/h	19	129	109	447	434	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	142	120	491	477	34

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	963	239	511	0	-	0
Stage 1	477	-	-	-	-	-
Stage 2	486	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	253	762	1050	-	-	-
Stage 1	590	-	-	-	-	-
Stage 2	584	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	213	762	1050	-	-	-
Mov Cap-2 Maneuver	213	-	-	-	-	-
Stage 1	497	-	-	-	-	-
Stage 2	584	-	-	-	-	-

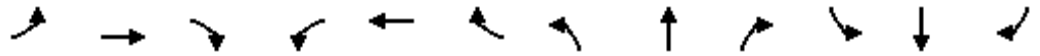
Approach	EB	NB	SB
HCM Control Delay, s	13.8	2.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1050	-	573	-	-
HCM Lane V/C Ratio	0.114	-	0.284	-	-
HCM Control Delay (s)	8.9	0.5	13.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.4	-	1.2	-	-

HCM Signalized Intersection Capacity Analysis

4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	41	34	57	23	382	10	491	44	396	1651	17
Future Volume (vph)	27	41	34	57	23	382	10	491	44	396	1651	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	28	43	35	59	24	398	10	511	46	412	1720	18
RTOR Reduction (vph)	0	0	0	0	0	319	0	0	0	0	0	0
Lane Group Flow (vph)	28	43	35	59	24	79	10	511	46	413	1720	18
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	9.9	9.3	180.0	8.5	7.9	35.9	3.8	116.2	180.0	28.0	140.4	180.0
Effective Green, g (s)	9.9	9.3	180.0	8.5	7.9	35.9	3.8	116.2	180.0	28.0	140.4	180.0
Actuated g/C Ratio	0.06	0.05	1.00	0.05	0.04	0.20	0.02	0.65	1.00	0.16	0.78	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	97	96	1583	162	81	625	37	2284	1583	534	2760	1583
v/s Ratio Prot	0.02	c0.02		c0.02	0.01	0.02	0.01	c0.14		c0.12	c0.49	
v/s Ratio Perm			0.02			0.01			c0.03			0.01
v/c Ratio	0.29	0.45	0.02	0.36	0.30	0.13	0.27	0.22	0.03	0.77	0.62	0.01
Uniform Delay, d1	81.7	82.9	0.0	83.1	83.4	59.2	86.7	13.2	0.0	73.0	8.5	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.6	3.3	0.0	1.4	2.0	0.1	3.9	0.2	0.0	6.9	1.1	0.0
Delay (s)	83.3	86.2	0.0	84.5	85.4	59.3	90.7	13.4	0.0	79.8	9.5	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		57.0			63.7			13.7			23.0	
Approach LOS		E			E			B			C	

Intersection Summary		
HCM 2000 Control Delay	28.4	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.61	
Actuated Cycle Length (s)	180.0	Sum of lost time (s) 18.0
Intersection Capacity Utilization	68.5%	ICU Level of Service C
Analysis Period (min)	15	

c Critical Lane Group



Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

J. CAPACITY ANALYSIS –DESIGN BUILD PM (2029)

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↗		↑↑
Traffic Vol, veh/h	0	64	1268	120	0	788
Future Vol, veh/h	0	64	1268	120	0	788
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	Yield	-	None
Storage Length	0	-	-	175	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	74	1457	138	0	906

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1910	729	0	0	-
Stage 1	1457	-	-	-	-
Stage 2	453	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	-
Pot Cap-1 Maneuver	60	365	-	-	0
Stage 1	181	-	-	-	0
Stage 2	607	-	-	-	0
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	60	365	-	-	-
Mov Cap-2 Maneuver	145	-	-	-	-
Stage 1	181	-	-	-	-
Stage 2	607	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17.3	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	365
HCM Lane V/C Ratio	-	-	0.202
HCM Control Delay (s)	-	-	17.3
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.7

Intersection						
Int Delay, s/veh	18.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘↗		↑↑	↑	↘	↑↑
Traffic Vol, veh/h	115	73	1266	75	95	669
Future Vol, veh/h	115	73	1266	75	95	669
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	0	50	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	132	84	1455	86	109	769

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	2058	728	0	0	1541
Stage 1	1455	-	-	-	-
Stage 2	603	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 48	366	-	-	427
Stage 1	181	-	-	-	-
Stage 2	509	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	~ 36	366	-	-	427
Mov Cap-2 Maneuver	~ 126	-	-	-	-
Stage 1	181	-	-	-	-
Stage 2	379	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	216.2	0	2
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	169	427
HCM Lane V/C Ratio	-	-	1.279	0.256
HCM Control Delay (s)	-	-	216.2	16.3
HCM Lane LOS	-	-	F	C
HCM 95th %tile Q(veh)	-	-	12.4	1

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	3.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	↑
Traffic Vol, veh/h	32	136	164	680	322	23
Future Vol, veh/h	32	136	164	680	322	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	75
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	148	178	739	350	25

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1076	175	375	0	-	0
Stage 1	350	-	-	-	-	-
Stage 2	726	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	214	838	1180	-	-	-
Stage 1	684	-	-	-	-	-
Stage 2	440	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	159	838	1180	-	-	-
Mov Cap-2 Maneuver	159	-	-	-	-	-
Stage 1	509	-	-	-	-	-
Stage 2	440	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.8	2.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1180	-	462	-	-
HCM Lane V/C Ratio	0.151	-	0.395	-	-
HCM Control Delay (s)	8.6	0.7	17.8	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.5	-	1.9	-	-

HCM Signalized Intersection Capacity Analysis

4: Roswell Road & Hannover Park Road/Dunwoody Place

06/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	23	26	73	33	599	34	1207	87	212	655	9
Future Volume (vph)	26	23	26	73	33	599	34	1207	87	212	655	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.0	4.5	4.5	4.5	4.5	4.5	4.0	4.5	4.5	4.0
Lane Util. Factor	1.00	1.00	1.00	0.97	1.00	0.88	1.00	0.95	1.00	0.97	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	3433	1863	2787	1770	3539	1583	3433	3539	1583
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	29	26	29	81	37	666	38	1341	97	236	728	10
RTOR Reduction (vph)	0	0	0	0	0	165	0	0	0	0	0	0
Lane Group Flow (vph)	29	26	29	81	37	501	38	1341	97	236	728	10
Turn Type	Prot	NA	Free	Prot	NA	pm+ov	Prot	NA	Free	Prot	NA	Free
Protected Phases	7	4		3	8	5	1	6		5	2	
Permitted Phases			Free			8			Free			Free
Actuated Green, G (s)	7.3	5.7	180.0	11.7	10.1	39.3	7.6	115.4	180.0	29.2	137.0	180.0
Effective Green, g (s)	7.3	5.7	180.0	11.7	10.1	39.3	7.6	115.4	180.0	29.2	137.0	180.0
Actuated g/C Ratio	0.04	0.03	1.00	0.06	0.06	0.22	0.04	0.64	1.00	0.16	0.76	1.00
Clearance Time (s)	4.5	4.5		4.5	4.5	4.5	4.5	4.5		4.5	4.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	71	58	1583	223	104	678	74	2268	1583	556	2693	1583
v/s Ratio Prot	0.02	0.01		c0.02	0.02	c0.12	0.02	c0.38		0.07	0.21	
v/s Ratio Perm			0.02			0.06			0.06			0.01
v/c Ratio	0.41	0.45	0.02	0.36	0.36	0.74	0.51	0.59	0.06	0.42	0.27	0.01
Uniform Delay, d1	84.2	85.6	0.0	80.6	81.8	65.6	84.4	18.7	0.0	67.8	6.5	0.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	3.8	5.4	0.0	1.0	2.1	4.2	5.9	1.1	0.1	0.5	0.2	0.0
Delay (s)	88.0	91.0	0.0	81.6	83.9	69.8	90.3	19.8	0.1	68.4	6.7	0.0
Level of Service	F	F	A	F	F	E	F	B	A	E	A	A
Approach Delay (s)		58.6			71.7			20.3			21.6	
Approach LOS		E			E			C			C	

Intersection Summary

HCM 2000 Control Delay	33.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	68.9%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group



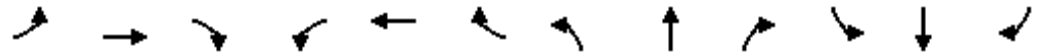
Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

K. CAPACITY ANALYSIS – OPENING BUILD (2026) SIGNALIZED INTERSECTION QUEUES

Queues

4: Roswell Road & Hannover Park Road/Dunwoody Place

06/05/2025



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	27	41	34	58	23	386	10	497	44	401	1670	17
v/c Ratio	0.34	0.42	0.02	0.36	0.19	0.41	0.14	0.21	0.03	0.77	0.57	0.01
Control Delay	93.5	94.9	0.0	88.9	83.3	5.4	86.4	13.3	0.0	83.6	8.9	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	93.5	94.9	0.0	88.9	83.3	5.4	86.4	13.3	0.0	83.6	8.9	0.0
Queue Length 50th (ft)	32	48	0	35	27	0	12	121	0	238	292	0
Queue Length 95th (ft)	69	92	0	61	60	46	35	182	0	288	587	0
Internal Link Dist (ft)		149			383			860			876	
Turn Bay Length (ft)	60			270		158	410		62	280		140
Base Capacity (vph)	132	274	1583	276	284	1234	93	2382	1583	944	2913	1583
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.15	0.02	0.21	0.08	0.31	0.11	0.21	0.03	0.42	0.57	0.01

Intersection Summary

Queues

4: Roswell Road & Hannover Park Road/Dunwoody Place

06/05/2025



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	28	24	28	79	36	646	37	1302	94	229	707	10
v/c Ratio	0.34	0.29	0.02	0.36	0.38	0.81	0.43	0.56	0.06	0.44	0.26	0.01
Control Delay	93.6	90.9	0.0	85.2	93.6	50.6	98.4	19.3	0.1	70.9	6.9	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	93.6	90.9	0.0	85.2	93.6	50.6	98.4	19.3	0.1	70.9	6.9	0.0
Queue Length 50th (ft)	33	28	0	47	42	286	43	427	0	128	124	0
Queue Length 95th (ft)	70	63	0	78	84	341	88	615	0	165	173	0
Internal Link Dist (ft)		149			383			860			876	
Turn Bay Length (ft)	60			270		158	410		62	280		140
Base Capacity (vph)	132	274	1583	294	284	1118	93	2342	1583	944	2749	1583
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.21	0.09	0.02	0.27	0.13	0.58	0.40	0.56	0.06	0.24	0.26	0.01

Intersection Summary

L. TRAFFIC COUNTS



(303) 216-2439
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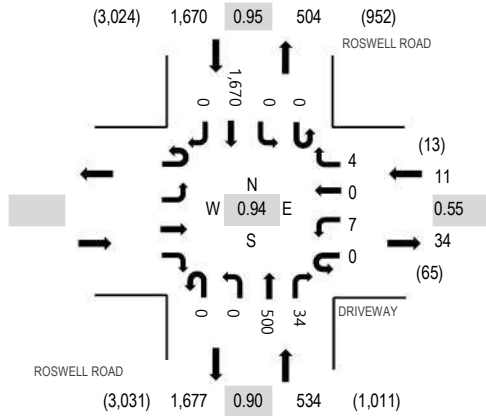
Location: 1 ROSWELL ROAD & DRIVEWAY AM

Date: Tuesday, May 20, 2025

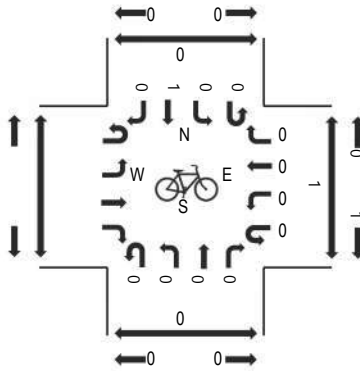
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

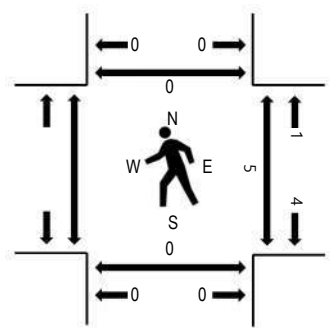
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	Eastbound				DRIVEWAY Westbound				ROSWELL ROAD Northbound				ROSWELL ROAD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
7:00 AM					0	0	0	0	0	0	81	7	1	0	274	0	363	1,833	0	0	0	
7:15 AM					0	0	0	0	0	0	112	2	0	0	335	0	449	2,020	0	0	0	
7:30 AM					0	1	0	0	0	0	113	14	0	0	385	0	513	2,121	0	0	0	
7:45 AM					0	0	0	1	0	0	140	8	0	0	359	0	508	2,131	2	0	0	
8:00 AM					0	4	0	1	0	0	124	5	0	0	416	0	550	2,215	5	0	0	
8:15 AM					0	2	0	2	0	0	127	4	0	0	415	0	550		0	0	0	
8:30 AM					0	0	0	0	0	0	109	13	0	0	401	0	523		0	0	0	
8:45 AM					0	1	0	1	0	0	140	12	0	0	438	0	592		0	0	0	

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks					0	0	0	0	0	0	2	1	0	0	0	0	3
Lights					0	6	0	4	0	0	477	33	0	0	1,649	0	2,169
Mediums					0	1	0	0	0	0	21	0	0	0	21	0	43
Total					0	7	0	4	0	0	500	34	0	0	1,670	0	2,215

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %					9.1%				4.5%				1.3%				2.1%
Heavy Vehicle %					0.0%	14.3%	0.0%	0.0%	0.0%	0.0%	4.6%	2.9%	0.0%	0.0%	1.3%	0.0%	2.1%
Peak Hour Factor					0.55				0.90				0.95				0.94
Peak Hour Factor					0.00	0.44	0.00	0.50	0.00	0.00	0.90	0.65	0.25	0.00	0.95	0.00	0.94



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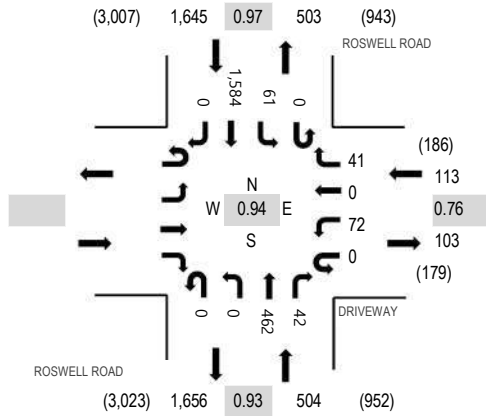
Location: 2 ROSWELL ROAD & DRIVEWAY AM

Date: Tuesday, May 20, 2025

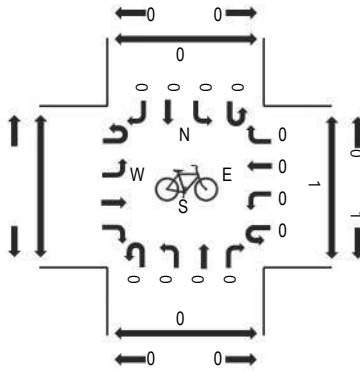
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

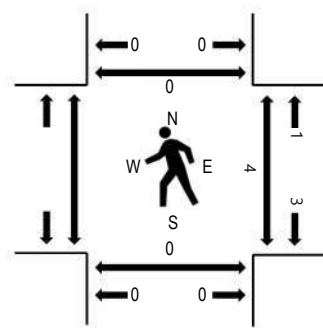
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	Eastbound				DRIVEWAY Westbound				ROSWELL ROAD Northbound				ROSWELL ROAD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
7:00 AM					0	7	0	4	0	0	73	7	0	10	255	0	356	1,883	0	0	0	
7:15 AM					0	14	0	5	0	0	101	9	0	13	338	0	480	2,079	0	0	0	
7:30 AM					0	15	0	7	0	0	112	8	0	11	358	0	511	2,150	0	0	0	
7:45 AM					0	13	0	8	0	0	130	8	0	10	367	0	536	2,198	0	0	0	
8:00 AM					0	12	0	10	0	0	115	12	0	18	385	0	552	2,262	4	0	0	
8:15 AM					0	16	0	9	0	0	118	8	0	10	390	0	551		0	0	0	
8:30 AM					0	21	0	8	0	0	103	7	0	18	402	0	559		0	0	0	
8:45 AM					0	23	0	14	0	0	126	15	0	15	407	0	600		0	0	0	

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks					0	0	0	0	0	0	2	0	0	0	0	0	2
Lights					0	70	0	40	0	0	440	41	0	60	1,565	0	2,216
Mediums					0	2	0	1	0	0	20	1	0	1	19	0	44
Total					0	72	0	41	0	0	462	42	0	61	1,584	0	2,262

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %					2.7%				4.6%				1.2%				2.0%
Heavy Vehicle %					0.0%	2.8%	0.0%	2.4%	0.0%	0.0%	4.8%	2.4%	0.0%	1.6%	1.2%	0.0%	2.0%
Peak Hour Factor					0.76				0.93				0.97				0.94
Peak Hour Factor					0.00	0.78	0.00	0.73	0.00	0.00	0.91	0.70	0.00	0.85	0.97	0.00	0.94



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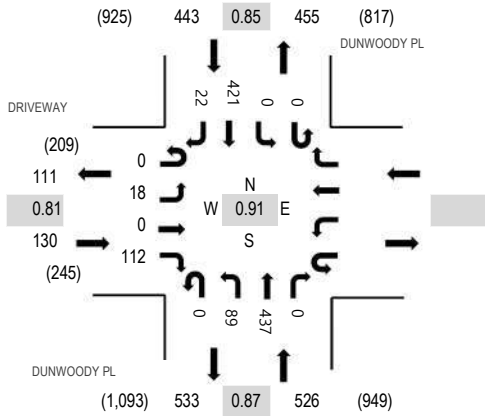
Location: 3 DUNWOODY PL & DRIVEWAY AM

Date: Tuesday, May 20, 2025

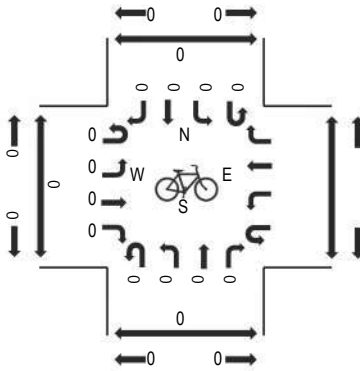
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

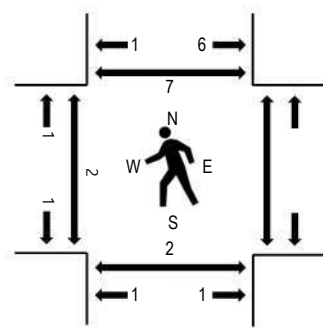
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DRIVEWAY Eastbound				Westbound				DUNWOODY PL Northbound				DUNWOODY PL Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
7:00 AM	0	1	0	25					0	19	69	0	0	0	85	5	204	1,020	2	1	1	
7:15 AM	0	3	0	26					0	19	67	0	0	0	123	8	246	1,074	0	1	1	
7:30 AM	0	2	0	25					0	17	93	0	0	0	145	4	286	1,085	0	0	1	
7:45 AM	0	6	0	27					0	18	121	0	0	0	104	8	284	1,080	0	1	0	
8:00 AM	0	7	0	20					0	20	94	0	0	0	109	8	258	1,099	0	0	2	
8:15 AM	0	3	0	37					0	19	106	0	0	0	88	4	257		0	1	2	
8:30 AM	0	3	0	23					0	24	111	0	0	0	112	8	281		1	0	1	
8:45 AM	0	5	0	32					0	26	126	0	0	0	112	2	303		1	1	2	

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0					0	0	1	0	0	0	1	0	2
Lights	0	18	0	109					0	89	422	0	0	0	412	21	1,071
Mediums	0	0	0	3					0	0	14	0	0	0	8	1	26
Total	0	18	0	112					0	89	437	0	0	0	421	22	1,099

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	2.3%								2.9%				2.3%				2.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	2.7%					0.0%	0.0%	3.4%	0.0%	0.0%	0.0%	2.1%	4.5%	2.5%
Peak Hour Factor	0.81								0.87				0.85				0.91
Peak Hour Factor	0.00	0.68	0.00	0.76					0.00	0.86	0.87	0.00	0.00	0.00	0.83	0.88	0.91



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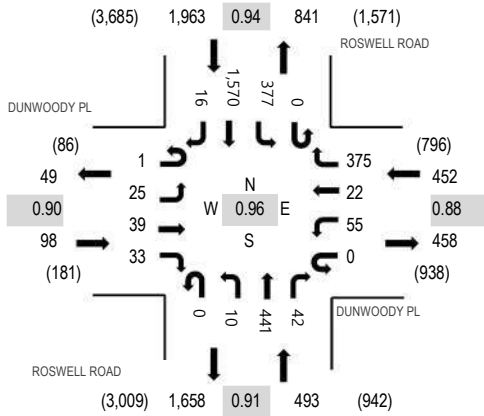
Location: 4 ROSWELL ROAD & DUNWOODY PL AM

Date: Tuesday, May 20, 2025

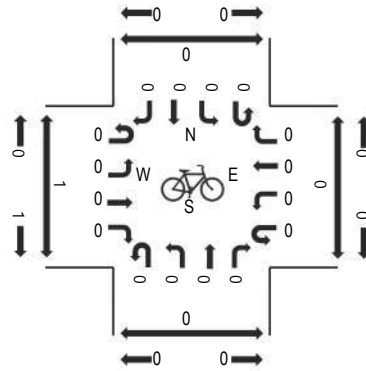
Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

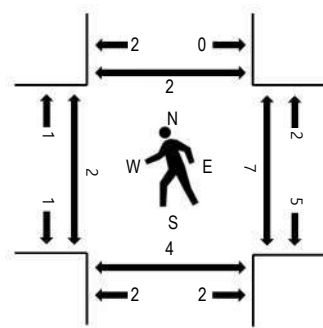
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DUNWOODY PL Eastbound				DUNWOODY PL Westbound				ROSWELL ROAD Northbound				ROSWELL ROAD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
7:00 AM	0	4	6	4	0	3	3	57	0	2	75	7	0	79	262	3	505	2,598	0	0	0	0
7:15 AM	0	2	13	5	0	5	2	59	0	2	101	7	0	100	348	3	647	2,860	1	0	0	0
7:30 AM	0	4	9	10	0	9	2	82	0	3	113	4	0	132	346	7	721	2,933	0	1	0	0
7:45 AM	0	6	12	8	0	12	6	104	0	1	123	11	0	100	339	3	725	2,946	1	2	2	3
8:00 AM	0	10	8	7	0	10	4	89	0	1	109	5	0	115	404	5	767	3,006	0	4	3	0
8:15 AM	1	8	6	14	0	14	4	88	0	2	126	12	0	75	368	2	720		0	3	1	0
8:30 AM	0	3	17	4	0	16	7	92	0	2	91	11	0	94	392	5	734		0	0	0	2
8:45 AM	0	4	8	8	0	15	7	106	0	5	115	14	0	93	406	4	785		2	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	2	0	0	1	0	0	4
Lights	1	24	39	32	0	52	21	362	0	10	421	39	0	370	1,554	16	2,941
Mediums	0	1	0	1	0	3	1	12	0	0	18	3	0	6	16	0	61
Total	1	25	39	33	0	55	22	375	0	10	441	42	0	377	1,570	16	3,006

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.0%				3.8%				4.7%				1.2%			2.2%
Heavy Vehicle %	0.0%	4.0%	0.0%	3.0%	0.0%	5.5%	4.5%	3.5%	0.0%	0.0%	4.5%	7.1%	0.0%	1.9%	1.0%	0.0%	2.2%
Peak Hour Factor		0.90				0.88				0.91				0.94			0.96
Peak Hour Factor	0.25	0.70	0.63	0.70	0.00	0.86	0.79	0.88	0.00	0.50	0.93	0.75	0.00	0.85	0.97	0.64	0.96



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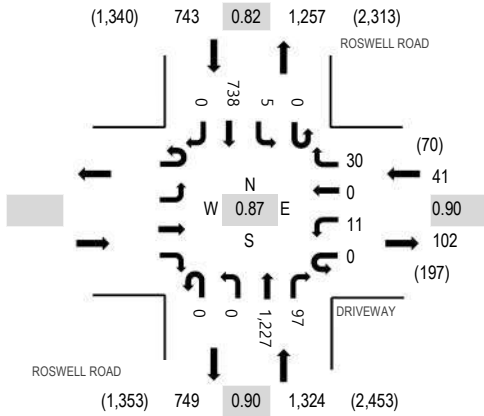
Location: 1 ROSWELL ROAD & DRIVEWAY PM

Date: Tuesday, May 20, 2025

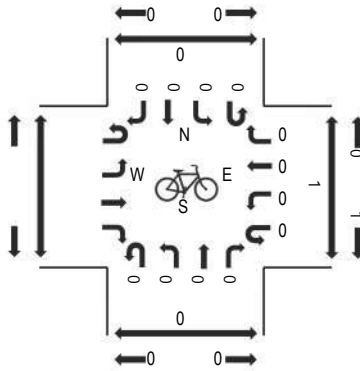
Peak Hour: 04:45 PM - 05:45 PM

Peak 15-Minutes: 05:00 PM - 05:15 PM

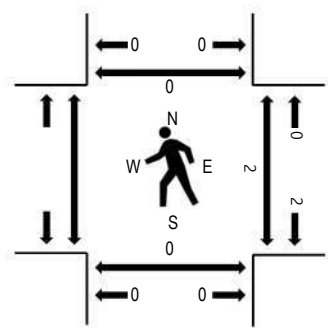
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	Eastbound				DRIVEWAY Westbound				ROSWELL ROAD Northbound				ROSWELL ROAD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM					0	2	0	4	0	0	229	29	0	0	159	0	423	1,800	0	0	0	
4:15 PM					0	3	0	6	0	0	277	24	0	0	143	0	453	1,984	0	0	0	
4:30 PM					0	0	0	3	0	0	272	17	0	0	137	0	429	2,042	0	0	0	
4:45 PM					0	2	0	7	0	0	305	19	0	0	162	0	495	2,108	0	0	0	
5:00 PM					0	3	0	9	0	0	342	26	0	1	226	0	607	2,063	0	0	0	
5:15 PM					0	1	0	8	0	0	281	28	0	3	190	0	511		1	0	0	
5:30 PM					0	5	0	6	0	0	299	24	0	1	160	0	495		1	0	0	
5:45 PM					0	2	0	9	0	0	256	25	0	0	158	0	450		0	0	0	

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks					0	0	0	0	0	0	1	1	0	0	4	0	6
Lights					0	11	0	30	0	0	1,216	96	0	5	724	0	2,082
Mediums					0	0	0	0	0	0	10	0	0	0	10	0	20
Total					0	11	0	30	0	0	1,227	97	0	5	738	0	2,108

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %					0.0%				0.9%				1.9%				1.2%
Heavy Vehicle %					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.9%	1.0%	0.0%	0.0%	1.9%	0.0%	1.2%
Peak Hour Factor					0.90				0.90				0.82				0.87
Peak Hour Factor					0.00	0.55	0.00	0.89	0.00	0.00	0.90	0.92	0.00	0.42	0.82	0.00	0.87



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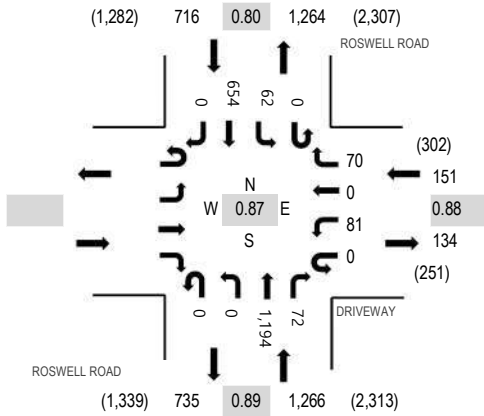
Location: 2 ROSWELL ROAD & DRIVEWAY PM

Date: Tuesday, May 20, 2025

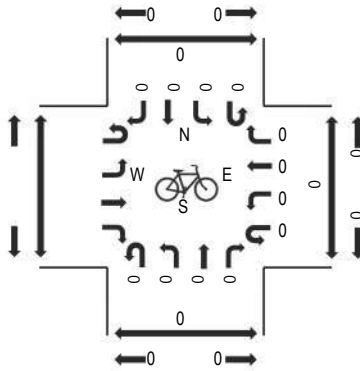
Peak Hour: 04:45 PM - 05:45 PM

Peak 15-Minutes: 05:00 PM - 05:15 PM

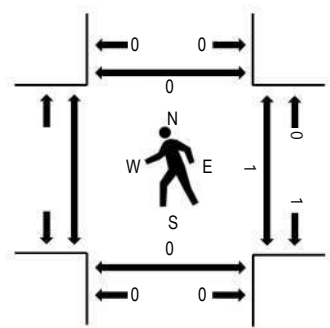
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	Eastbound				DRIVEWAY Westbound				ROSWELL ROAD Northbound				ROSWELL ROAD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM					0	15	0	10	0	0	205	16	0	15	140	0	401	1,801	0	0	1	
4:15 PM					0	23	0	23	0	0	268	10	0	8	119	0	451	2,014	0	0	0	
4:30 PM					0	24	0	12	1	0	262	16	0	6	120	0	441	2,072	0	0	0	
4:45 PM					0	8	0	22	0	0	304	12	0	10	152	0	508	2,133	0	0	0	
5:00 PM					0	21	0	11	0	0	338	19	0	20	205	0	614	2,096	0	0	0	
5:15 PM					0	26	0	21	0	0	278	12	0	17	155	0	509		1	0	0	
5:30 PM					0	26	0	16	0	0	274	29	0	15	142	0	502		0	0	0	
5:45 PM					0	30	0	14	0	0	249	20	0	26	132	0	471		0	0	0	

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks					0	0	0	0	0	0	1	0	0	0	4	0	5
Lights					0	81	0	70	0	0	1,184	72	0	61	640	0	2,108
Mediums					0	0	0	0	0	0	9	0	0	1	10	0	20
Total					0	81	0	70	0	0	1,194	72	0	62	654	0	2,133

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %					0.0%				0.8%				2.1%				1.2%
Heavy Vehicle %					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	1.6%	2.1%	0.0%	1.2%
Peak Hour Factor					0.88				0.89				0.80				0.87
Peak Hour Factor					0.00	0.86	0.00	0.80	0.25	0.00	0.88	0.69	0.00	0.75	0.80	0.00	0.87



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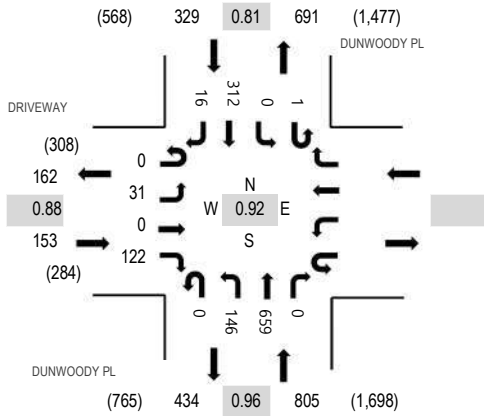
Location: 3 DUNWOODY PL & DRIVEWAY PM

Date: Tuesday, May 20, 2025

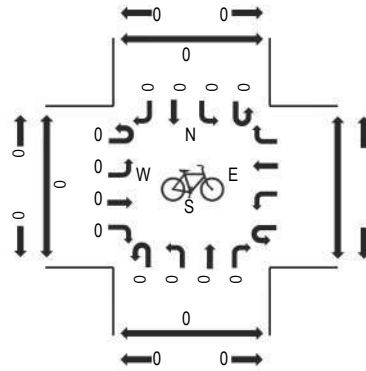
Peak Hour: 05:00 PM - 06:00 PM

Peak 15-Minutes: 05:15 PM - 05:30 PM

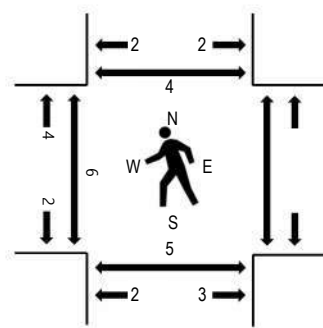
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DRIVEWAY Eastbound				Westbound				DUNWOODY PL Northbound				DUNWOODY PL Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	4	0	22					0	23	210	0	0	0	66	1	326	1,263	3	1	0	
4:15 PM	0	6	0	25					0	36	188	0	0	0	49	7	311	1,238	1	2	0	
4:30 PM	0	8	0	28					0	36	181	0	0	0	51	2	306	1,275	4	2	1	
4:45 PM	0	6	0	32					0	36	183	0	0	0	58	5	320	1,285	0	0	2	
5:00 PM	0	11	0	21					0	30	158	0	0	0	75	6	301	1,287	1	2	1	
5:15 PM	0	8	0	37					0	39	163	0	1	0	93	7	348		1	2	1	
5:30 PM	0	6	0	38					0	34	166	0	0	0	71	1	316		4	1	0	
5:45 PM	0	6	0	26					0	43	172	0	0	0	73	2	322		0	0	2	

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	0	0					0	0	1	0	0	0	1	0	3
Lights	0	30	0	120					0	146	652	0	1	0	301	16	1,266
Mediums	0	0	0	2					0	0	6	0	0	0	10	0	18
Total	0	31	0	122					0	146	659	0	1	0	312	16	1,287

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.0%									0.9%				3.3%		1.6%
Heavy Vehicle %	0.0%	3.2%	0.0%	1.6%					0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	3.5%	0.0%	1.6%
Peak Hour Factor		0.88									0.96				0.81		0.92
Peak Hour Factor	0.00	0.75	0.00	0.84					0.00	0.85	0.91	0.00	0.25	0.00	0.84	0.71	0.92



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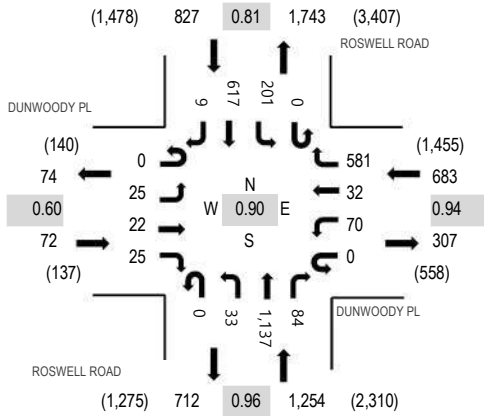
Location: 4 ROSWELL ROAD & DUNWOODY PL PM

Date: Tuesday, May 20, 2025

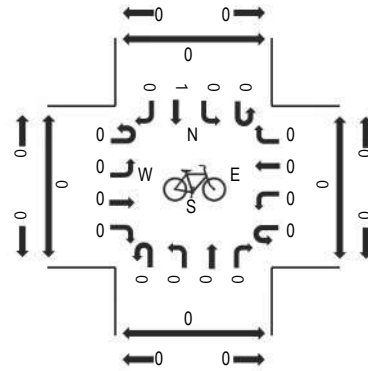
Peak Hour: 04:45 PM - 05:45 PM

Peak 15-Minutes: 05:00 PM - 05:15 PM

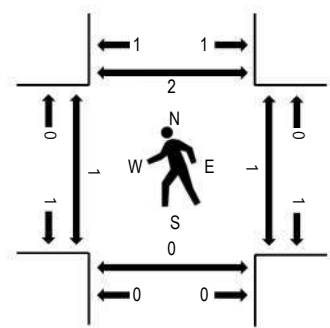
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DUNWOODY PL Eastbound				DUNWOODY PL Westbound				ROSWELL ROAD Northbound				ROSWELL ROAD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	5	7	3	0	10	8	187	0	4	195	9	0	45	135	1	609	2,576	0	0	1	0
4:15 PM	0	6	5	5	0	18	9	171	0	6	274	16	0	41	111	2	664	2,756	1	0	0	0
4:30 PM	0	5	7	4	0	18	13	153	0	5	252	18	0	30	102	1	608	2,811	1	0	0	0
4:45 PM	0	4	4	4	0	14	11	155	0	6	300	20	0	34	141	2	695	2,836	1	0	0	0
5:00 PM	0	13	10	11	0	14	10	157	0	10	296	12	0	54	199	3	789	2,804	0	0	0	1
5:15 PM	0	8	7	5	0	22	5	136	0	10	270	31	0	66	157	2	719		0	1	0	0
5:30 PM	0	0	1	5	0	20	6	133	0	7	271	21	0	47	120	2	633		0	0	0	1
5:45 PM	0	6	7	5	0	19	10	156	1	4	254	18	0	48	132	3	663		0	2	0	1

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	1	0	0	1	0	0	1	3	0	7
Lights	0	25	22	25	0	66	32	575	0	33	1,133	78	0	192	606	9	2,796
Mediums	0	0	0	0	0	3	0	5	0	0	3	6	0	8	8	0	33
Total	0	25	22	25	0	70	32	581	0	33	1,137	84	0	201	617	9	2,836

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	0.0%				1.5%				0.8%				2.4%				1.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	5.7%	0.0%	1.0%	0.0%	0.0%	0.4%	7.1%	0.0%	4.5%	1.8%	0.0%	1.4%
Peak Hour Factor	0.60				0.94				0.96				0.81				0.90
Peak Hour Factor	0.00	0.58	0.70	0.59	0.00	0.85	0.83	0.89	0.25	0.83	0.95	0.68	0.00	0.81	0.78	0.83	0.90

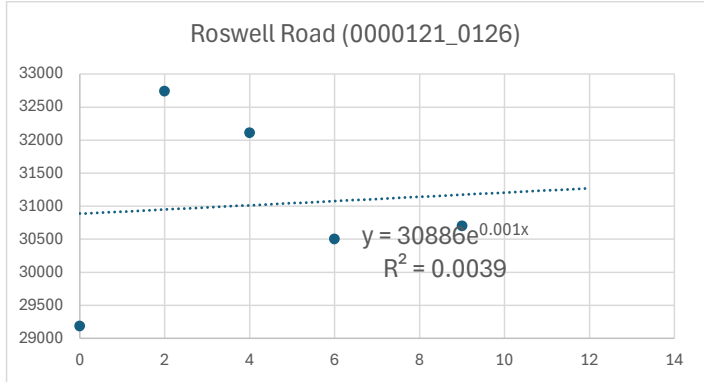


Whataburger Sandy Springs
8721 Roswell Road
June 10, 2025

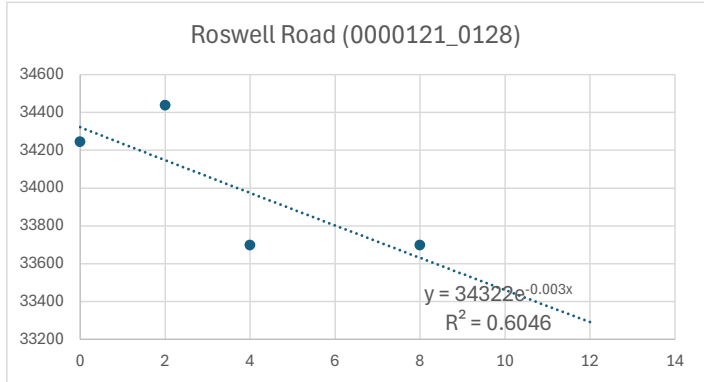
M. GROWTH RATE CALCULATIONS

GROWTH RATE CALCULATION

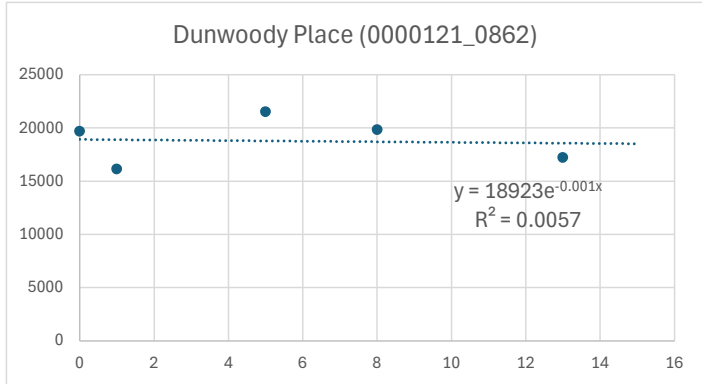
GDOT TADA Historical AADT				
Road Name	GDOT Site	Data Year		Volume
Roswell Road (Functional Class 3U Principal Arterial- Urban)	0000121_0126	2010	0	29183
		2012	2	32739
		2014	4	32108
		2016	6	30500
		2019	9	30699
		2022	12	
Growth Rate				0.10%



GDOT TADA Historical AADT				
Road Name	GDOT Site	Data Year		Volume
Roswell Road (Functional Class 3U Principal Arterial- Urban)	0000121_0128	2011	0	34244
		2013	2	34438
		2015	4	33698
		2019	8	33697
		2022	12	
		Growth Rate		



GDOT TADA Historical AADT				
Road Name	GDOT Site	Data Year		Volume
Dunwoody Place (Functional Class Minor Arterial-Urban)	0000121_0862	2010	0	19696
		2011	1	16127
		2015	5	21514
		2018	8	19846
		2023	13	17203
		2025	15	
Growth Rate				0.10%



Weighted Average = -0.04%
 Use growth rate of 0.0%