PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
T: 770-531-6809 | Email: planning@hallcounty.org

HALL COUNTY
GEORGIA
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SPECIAL/CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

KD South, LLC, Attn: Kevin R. Dunahoo, Manager

P.O. Box 88 Pendergrass, GA 30567

Phone [redacted]

Email kevin@dunahoo.com

Property Owner (Name & Mailing Address)

3411 Springdale Forrest Circle Fiduciary Estoppel Land Trust c/o Heritage Title Services, LLC, Trustee

P.O. Box 88 Pendergrass, GA 30567

Phone [redacted]

Email scrane@craneelderlaw.com

Contact Person (Name & Mailing Address)

Kevin R Dunahoo, KD South LLC

P.O. Box 88 Pendergrass GA 30567

Phone [redacted]

Email kevin@dunahoo.com

Status of Applicant

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☑ Other: Manager / Beneficiary Representative

Requested Action

- ☑ Special Use
- ☐ Conditional Use

Property Information

Location Address(es): 3411 Springdale Forrest Cir, Gainesville, GA, 30506

Tax Parcel Number(s): 10062 000038

Acreage: 2.09

Existing Use(s): Single-Family Residential

Zoning: R-1

Proposed Use(s): Single-Family Residential - Re-establish Lots 34 & 35

I hereby certify that the above information and all attached information are true and correct.

Applicant Name Printed: Kevin Dunahoo

Applicant Signature: Kevin Dunahoo

Date: 09/10/2026

Applicant must complete all required information above. Incomplete applications will not be accepted. The Planning Department has 15 days after application deadline to review each submittal and will assign scheduling dates during that review period. If an application is determined to be insufficient, no agenda date will be set until all required information has been provided.

Application Withdrawal: I hereby **withdraw** the application.

Applicant Signature: _____ Date: _____

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PROPERTY OWNER AUTHORIZATION

*** Note: If the applicant is the property owner, disregard this form.**

Name of Property Owner as shown on deed: Heritage Title Services, LLC as Trustee of the 3411 Springdale Forrest Circle Fiduciary Estoppel Land Trust

Name of Authorized Agent (if owner is a company): Stephen T Crane, Manager

Address: P.O. Box 88 Pendergrass Ga 30567

Phone: [redacted]

Email: scrane@craneelderlaw.com

Name of Applicant: KD South LLC

Name of Authorized Agent (if applicant is a company): Kevin R. Dunahoo, Manager

Address: P.O. Box 88 Pendergrass GA 30567

Phone: [redacted]

Email: kevin@dunahoo.com

Application Address & Description: 3411 Springdale Forrest Cir, Gainesville, GA 30506 - Re-establishment of lots 34 & 35 as separate lots.

☑ I have attached proof of Authorized Agent (if applicable)

I hereby swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a rezoning, special/conditional use or variance of this property.

Owner Signature

Stephen T. Crane Manager Heritage Title Services LLC
Owner Printed Name

Personally appeared before me on September 10, 2026 **who swears that the information**
DATE

contained in this authorization is true and correct to the best of his/her knowledge and belief.

Ashley I. Crane
Notary Printed Name

Ashley I. Crane
Notary Public Signature

9/10/2026
Date

ASHLEY I. CRANE NOTARY PUBLIC COMMISSION EXPIRES AUG. 16, 2028 COBB COUNTY, GEORGIA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/14/2025 10:43:13 AM

BUSINESS INFORMATION	
CONTROL NUMBER	21138164
BUSINESS NAME	KD SOUTH, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/14/2025
ANNUAL REGISTRATION PERIOD	2025, 2026, 2027

PRINCIPAL OFFICE ADDRESS	
ADDRESS	740 Stockton Farm Rd., Pendergrass, GA, 30567, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
RICK YOST	3883 ROGERS BRIDGE RD, 602, DULUTH, GA, 30097, USA	Gwinnett

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Kevin Dunahoo
AUTHORIZER TITLE	Manager

TRUST AGREEMENT

STATE OF GEORGIA
COUNTY OF COBB

This Agreement is made and entered into this 24th day of June, 2026, by and between **Sonjia Henderson,** as Grantor, and **Heritage Title Services LLC,** as Trustee, and not personally, of this Trust which is hereby designated as **The 3411 Springdale Forrest Circle Fiduciary Estoppel Land Trust.**

1. TRANSFER OF PROPERTY. For the purpose of making a gift to the beneficiary under this Agreement, the Grantor has transferred, assigned and delivered and does hereby transfer, assign, convey and deliver to the Trustee the property shown on the schedule attached hereto and made a part hereof in trust for the uses and trusts hereinafter set out.

2. TRUST AS REVOCABLE. This Trust shall be revocable, and the Grantor herein expressly reserves all right and power, whether along, jointly or in conjunction with others, to alter, amend, revoke or terminate this trust, or any of its terms, in whole or in part, including the right to substitute a Trustee upon notice to any existing Trustee. Upon such notice, the then existing Trustee shall immediately turn over all books, records and property of this trust to the substituted Trustee named by the Grantor herein.

3. DISTRIBUTION OF INCOME. The Trustee shall pay or authorize the payment of all income, earnings, avails and proceeds from said Trust to the Beneficiary of this Trust, to wit: Sonjia Henderson.

4. BENEFICIARY RIGHTS. The interest of the named beneficiary shall consist solely of the following rights respecting any property held by the Trustee pursuant to the terms of this Trust:

a. The right to receive the earnings, dividends, proceeds, rentals, transfers, sales, or other dispositions of any Trust property;
b. The right to select a financial institution which maintains Trust property, if Trust property is the type which would normally be maintained by a financial institution, subject to any limitations imposed by Georgia law or any other state in which the Trust maintains property and, if such property should consist of any tangible property, including but not limited to real estate, the right to select any manager or management controlling company to manage said tangible property regarding the rental and maintenance of such property;
c. The right to determine when any such Trust property should be sold or otherwise conveyed.

The foregoing rights shall be deemed to be personal property and may be assigned and otherwise transferred as such. The beneficiary shall have no legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of such real estate, but shall have only the rights, as personally, set out above, and the death of the beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee.

5. DISTRIBUTION OF CORPUS. At the death of the beneficiary, the Trustee shall distribute the property then in the hands of such Trustee to the Beneficiary and devisees designated by the last will and testament of the beneficiary or; if the beneficiary failed to execute a last will and testament; then such distribution shall be made to the heirs of such beneficiary as determined and in such parts as are designated by the intestate laws of the State of Georgia. However, in the event that any such beneficiary, devisee, or heir (as the case may be) shall not have attained the age of 18 years, then the share of such person shall continue to be held in trust until such person reaches the age of 18 years. In the interim, all of the net income from such share of such person who has not reached the age of 18 years shall be paid to, or used for the

benefit, of such person.

6. LIABILITY OF TRUSTEE. The Trustee and his successor as Trustee shall not be required to give a bond, and each Trustee shall be liable only for such Trustee's own acts and then only as a result of such Trustee's own negligence or bad faith.

7. CLAIMS OF CREDITORS. Neither the principal nor the income of the Trust, nor the interest of any beneficiary therein, shall be liable for the debts of any beneficiary, nor shall the same be subject to anticipation or alienation or to seizure by any creditor of any beneficiary under any return or proceeding at law or in equity.

8. DUTIES AND POWERS OF TRUSTEE. In the management, care, and disposition of this Trust, the Trustee shall have (with the consent of the Beneficiary) the power to do all things and execute such instruments as may be deemed necessary or proper, including the following papers, all of which may be exercised without the order of any court or without having to report to any court:

a. BONDS, INVENTORIES AND REPORTS. In the administration, management, care and disposition of this Trust, the Trustee shall not be required to make nor file any inventories or appraisals or other returns or reports to any court, or to give any bond, or to secure any order and consent of any court to perform any of the powers conferred on it in this Trust, but the Trustee shall keep full accounts and shall make annual reports to the beneficiary hereunder (which shall be sent by mail to such beneficiary not later than February 1 of each year) and shall at any time upon the reasonable request of any beneficiary hereunder give full information to such beneficiary as to the condition of the Trust estate, the amounts received and disbursements made.

b. RETENTION FOR INVESTMENT. The Trustee shall have the power to retain any property or investment in this Trust in the form in which it may be received, and to invest and reinvest any and all forms of property of this Trust, including common Trust funds and choses in action as the Trustee in its discretion may deem advisable, without being limited by any laws restricting the character or size of investments which Trustees may retain or acquire having regard always, however, for the needs of the beneficiaries, and the size of the Trust estate.

c. POWER TO SELL AND EXCHANGE. The Trustee shall have the power for any purpose to sell, exchange, or otherwise dispose of any property at any time held or acquired hereunder, at public or private sale, for cash or on terms, with or without advertisement, and without any order of court.

d. POWER TO LEASE AND GRANT OPTIONS. The Trustee shall have the power to make leases either as landlord or as tenant for any term, even though such lease or leases may extend beyond the period of this trust; and, in like manner shall have the power to grant options, including options extending beyond the duration of this Trust.

e. VOTING STOCK. The Trustee shall have the power to vote in person or by proxy, whether general or limited, any corporate stock or other security held by it as a part of this Trust and to agree to or to take any other action in regard to any reorganization, merger, consolidation, liquidation, bankruptcy, or other procedure or proceedings with respect to any stock, bond, note or other security.

f. EMPLOYMENT OF AGENTS, ATTORNEYS AND BROKERS. The Trustee shall have the power to employ such agents, brokers, accountants, and attorneys as it may deem necessary or advisable and to pay reasonable compensation for their services.

g. COMPROMISE AND SETTLEMENT. The Trustee shall have the power to compromise, settle, and adjust any claims or demand by or against said Trust, on any terms it may deem advisable, and to secure the same by the transfer as security therefor any property of the Trust or any form of security instrument that it required.

h. POWER TO BORROW. The Trustee shall have the power to extend or review any existing obligation or obligations as well as to borrow money for any purpose deemed advisable, and to secure the same by the transfer as security therefor any property of the trust or any form of security instrument that it required.

i. AMORTIZATION. The Trustee shall have the power to purchase securities at a premium without being required to amortize the premium out of subsequent income from the Trust.

j. REGISTRATION OF TRUST SECURITY. The Trustee shall have the power to invest any stock, bonds, or other securities in the name of a nominee, without the addition of words indicating that such security is held in a fiduciary capacity; but accurate records shall be maintained showing that such security is a Trust asset and the Trustee shall be responsible for the acts of such nominee.

k. ALLOCATION OF INCOME AND EXPENSES. The Trustee shall have the power to determine what is the corpus and what is the gross and net income of the estate and to allocate between principal and income any loss or expenditure in connection with the Trust, and if deemed advisable to amortize any loss out of the income.

l. DISTRIBUTION IN KIND. The Trustee shall have the power to make any and all distribution hereunder in cash or in kind, or partly in cash and partly in kind, and the values it assigns to such distribution shall not be subject to question.

m. CONTINUANCE OF BUSINESS. The Trustee shall have the power to continue any business, including any partnership in which I may be engaged at my death. If the Trustee sees fit, it may incorporate any such business or have the charter of any business already incorporated renewed, the corporation to have such power, such period of existence and its stock to have such attributes as the Trustee in its discretion shall determine, and to form a partnership.

9. GUARDIAN NOT REQUIRED. When any minor is entitled to a distribution under this Trust the Trustee shall not be required to qualify as a guardian or require any other person to qualify as guardian of

such minor child, with respect to the distribution to be made to such minor, but may distribute the same to, or for the account of, such minor or to any person having his or her custody without requiring any bond therefor, and without the intervention of any guardian.

10. MERGER OF TRUSTEE. In the event the Trustee named herein is not a natural person and shall hereafter merge or consolidate with any other bank or trust company or any other corporation that may by law act as Trustee, the corporation created by such merger or consolidation shall thereafter act as Trustee hereunder and shall be subject to all the terms and conditions set forth herein.

11. COMPENSATION OF TRUSTEE. For the management of this Trust, the Trustee shall receive compensation in the sum of $1.00 per month for services as Trustee. However, it is agreed that this fee, may be adjusted from time to time in accordance with the amount of work and the responsibility of the Trustee in administering this Trust, by a written agreement signed by the Grantor of this Trust and the Trustee, if the Grantor is still in life and suffering under no disability. In the event the Grantor is dead or suffering under legal disability, then such written agreement must be signed by the Trustee and a majority of the remaining beneficiaries of this Trust who are entitled to receive income therefrom and who are then of age and suffering from no legal disability. Such agreement may apply to fees both on income and on principal and the source, principal or income from which such fees shall be paid and shall be binding on all persons taking thereunder.

12. INDEMNIFICATION OF TRUSTEE. Beneficiary agrees to indemnify and hold Trustee harmless against any and all losses, claims, damages, liabilities, and expenses, including, without limitation, reasonable costs of investigation and legal counsel fees, which may be imposed upon Trustee in connection with the performance of its duties hereunder, including, without limitation, any litigation arising from this Agreement or involving the subject matter thereof.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and affixed their seal the day and year first above written.

GRANTORS:

Sonjia Henderson

Sonjia Henderson

TRUSTEE:

Heritage Title Services LLC

Stephen Crane, Manager

BENEFICIARIES:

Sonjia Henderson

Sonjia Henderson

ASSIGNMENT OF BENEFICIAL INTEREST IN 3411 SPRINGDALE FORREST CIRCLE FIDUCIARY ESTOPPEL LAND TRUST

THIS ASSIGNMENT is made this 24th day of June, 2026, by Sonjia Henderson (hereinafter referred to as "Assignor"), to KD South, LLC, a Georgia limited liability company, (hereinafter collectively referred to as "Assignee").

WITNESSETH:

WHEREAS, the Assignor is a beneficiary of a Trust created by Sonjia Henderson, by instrument dated June 24, 2026, naming Heritage Title Services LLC, as Trustee; and

WHEREAS, the Assignor desires to assign to the Assignee all of Assignor's beneficial interest in the Trust; and

WHEREAS, the Trust instrument does not prohibit such assignment;

WHEREAS, the Trust has not been revoked; and

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all Assignor's interest as a beneficiary of the Trust, including all monies due or become due to the Assignor thereunder; and

The Assignor authorizes the Trustee of the trust to pay directly to the Assignee all monies or other benefits representing, or arising from, the interest assigned hereby. The Assignor herein shall have no further rights in the Trust or the property governed by the Trust and shall have no further rights to revoke this instrument or substitute the Trustee.

IN WITNESS WHEREOF, the Assignor has executed this agreement the day and year first above written.

ASSIGNOR

Sonjia Henderson

Sonjia Henderson

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3: Disclosure of Campaign Contributions:

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed.

Code OCGA 1981, § 36-67A-3, enacted by Ga L. 1986, page 1269, § 1; Ga L. 1991, page 1365, § 1; Ga L. 1993, page 91, § 36).

I hereby certify that I have read the above and that:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contribution(s), you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Name Printed: KD South LLC, By Kevin Dunahoo, Manager

Applicant's/Owner's Signature: Kevin Dunahoo Date: 09/10/2026

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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

~~Applicant's~~/Owner's Name Printed: Stephen T. Crane Manager Heritage Title Services as Trustee

Applicant's/Owner's Signature: _____ Date: 9-10-26