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#435

JTB
received
3/28/2025

Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 813 Potter Rd
City LANCASTER State SC Zip 29720 Tax Parcel ID 0060-00-049.00
Current Zoning LDR Current Use Residential
Proposed Zoning RR Total Acres 7.0
Project Description rezone for placing a mobile home

Surrounding Property Description residential (LDR and RR)

CONTACT INFORMATION

Applicant Name VILMA ANDRADE
Address 813 Potter Road
City lancaster State SC Zip 29720 Phone [REDACTED]
Fax X Email [REDACTED]
Property Owner Name VILMA & JOSE ANDRADE
Address (SAME)
City [REDACTED] State [REDACTED] Zip [REDACTED] Phone [REDACTED]
Fax X Email [REDACTED]

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Wilma Andrade

Applicant

3/28/2025
Date

Jose Andrade Santillon

Property Owner(s)

Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- After preliminary review, staff will determine when the case can be scheduled for a hearing with Planning Commission.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- ~~Rezoning Application Fee – multi parcel \$610.00~~

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

State of South Carolina,

COUNTY OF LANCASTER.

Know All Men by These Presents, That I, F. Maxwell Funderburk, of
Lancaster County,

in the State aforesaid, for and in consideration of the
sum of Fourteen Thousand Five Hundred and No/100 (\$14,500.00) Dollars
to me paid by Marion R. Funderburk and Joyce Parsons Funderburk, of
Lancaster County,
in the State aforesaid, the receipt of which is hereby acknowledged,
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Marion R. Funderburk and Joyce Parsons Funderburk, their heirs and assigns:

All that certain piece, parcel or tract of land, with buildings and im-
provements thereon, lying, being and situate about six (6) miles East of
the City of Lancaster, County of Lancaster, South Carolina, containing
seven (7) acres, more or less, as shown on plat of survey made by R. H.
Iseley, Surveyor, dated March 28, 1969 and recorded in the Office of the
Clerk of Court for Lancaster County, S. C. in Book 2-5, at Page 1766.
Bounded as follows: North by lands of F. Maxwell Funderburk; East by
S. C. Highway 29-36 for a distance of 498.5 feet; South by lands of
Lewis Clyburn and West by Steele lands.

The above described property being a portion of three adjoining tracts
described in three separate deeds recorded in said Office in Deed Book
O-4, at Page 267, S-4, at Page 392 and W-4, at Page 39 respectively.

STATE OF SOUTH CAROLINA,
Lancaster COUNTY.

PERSONALLY appeared before me Eldredge M. Caskey

and made oath that he saw the within-named F. Maxwell Funderburk
sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with Jas. E. Caskey witnessed the
execution thereof.

SWORN to before me this 15th

day of April, 19 69

Jas. E. Caskey (L.S.)
Notary Public of S. C.

Eldredge M. Caskey

STATE OF SOUTH CAROLINA,
Lancaster COUNTY.

RENUNCIATION OF DOWER

I, Jas. E. Caskey, a Notary Public for S. C., do hereby certify
unto all whom it may concern, that Mrs. Ruth H. Funderburk
the wife of the within-named F. Maxwell Funderburk
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named Marion R. Funderburk and Joyce Parsons Funderburk,
their

heirs

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises
within mentioned and released.

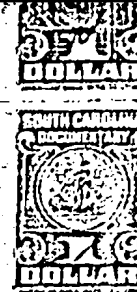
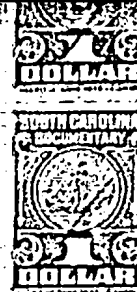
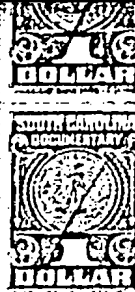
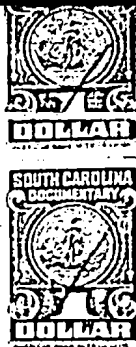
Given under my Hand and Seal, this 15th

day of April

Anno Domini 19 69

Jas. E. Caskey (L.S.)
Notary Public of S. C.

Ruth H. Funderburk



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining,

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said
Marion R. Funderburk and Joyce Parsons Funderburk, their

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors
and Administrators, to warrant and forever defend all and singular the said premises unto the said
Marion R. Funderburk and Joyce Parsons Funderburk, their

Heirs and Assigns, against me and my Heirs and against every
person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS My Hand and Seal this 15th day of April
in the year of our Lord one thousand nine hundred and Sixty-Nine
and in the one hundred and Ninety-Third year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. C. Cash
J. L. H. H.

J. Maxwell Funderburk (SEAL)
(SEAL)

NOTE!

THIS PLAT IS A COMPOSITE MAP
OF PLATS BY J.B. BAKER DATED
5-14-58 - 6-1-59.

LANCASTER COUNTY

S19°22'W - 1085.0'

IRON

N51°02'E - 518.0'

IRON

IRON

N17°00'W - 219.0'

IRON

STK

S73°13'W - 88.8'

RACHEL STEELE

AREA 7.0 AC
CLEAR OF R.W.

S17°00'E - 498.5'

N73°05'E - 611.7'

MAXWELL FUNDERBURK

PLAT OF PROPERTY OF
MARION R. FUNDERBURK

LOCATED
6 MILES EAST OF

LANCASTER, S.C.
LANCASTER COUNTY

SCALE 1"=100'

MARCH 28, 1969

R. W. ISELEY

TO S.C. HWY.
70.0

R 15 E S.C. HWY. 3-29-36

1583' TO E JCT.
HWY 36 & 83

TAM: 0060-00-049.00

Grantee's Address:

813 Potter Road
Lancaster, SC 29720

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

WITNESS the Grantor's Hand and Seal this 13th day of November, 2024, and in the two hundred forty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Ryan S. Jones

Debbie S. Adams

Dewey Franklin Plyler (Seal)

Dewey Franklin Plyler, a/k/a Dewey Franklin Plyler, Jr.,
Personal Representative of the Estate of Shirley Ann
Deese a/k/a Shirley P. Deese

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the above named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13th day of November, 2024.

Ryan S. Jones

(Seal)

NOTARY PUBLIC FOR SOUTH CAROLINA

Name of Notary: Ryan S. Jones

My Commission Expires: 11/15/2027

s:\pse\deedpersonalrepEstShirleyDeesetoAndradeJose&Vilma

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is 813 Potter Road, Lancaster, SC 29720 bearing Lancaster County Tax Map Number 0060-00-049.00, transferred by Dewey Franklin Plyler, a/k/a Dewey Franklin Plyler, Jr. Personal Representative of the Estate of Shirley Ann Deese a/k/a Shirley P. Deese to Jose A. Andrade Santillan and Vilma Andrade on November 13, 2024.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a *transfer* for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____ (If exempt please skip items 4 - 7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$250,000.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No X To the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$250,000.00
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$250,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$925.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Jose A. Andrade Santillan
Jose A. Andrade Santillan

Vilma Andrade
Vilma Andrade

SWORN to before me this 13th
day of November, 2024

Ryan S. Jones
Notary Public for South Carolina
Notary Name: Ryan S. Jones
My Commission Expires: 11/15/2027

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock of interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "Charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulations under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.