



Township of Evesham.

www.evesham-nj.org

984 Tuckerton Road • Marlton • NJ 08053 • 856-983-2900 • [Township Code](#)

Land Development Application Form

Use this form for **Residential** variance/s for pools, sheds, fences, or additions.
The application must be filed with the board **at least 20-days prior** to the hearing date.

Application Fee is Nonrefundable.

RECEIVED

NOV 07 2024

Application Fee (94-10): \$250
Escrow (initial deposit): \$2,500

Date received: _____
PB or ZBA #: 224-24
HPC App #: _____

If you are not familiar with the [Township Zoning Code \(Ch. 160\)](#), please see the Township Administrative Officer for assistance or visit the Community Development webpage: <http://www.evesham-nj.org/index.php/forms-comm-dev> or [Application Checklists: Attachments to Chapter 94 Land Use Regulations](#)

1. SITE INFORMATION

ZONE DISTRICT: MD

Property Address: 5 Explorer Court

Block/s: 24.24 Lot/s: 73

Development Name: N/A Home Owners Association: YES NO

Is the property within the [Pinelands](#). YES NO

Present Use: Residence Proposed Use: _____

2. APPLICANT/OWNER INFORMATION

Applicant Name: Marla Robinson and William Ritter

Mailing Address: 5 Explorer Court

Phone #: _____ Email: _____

Form of Ownership: Individual Partnership Corporate
 Government Nonprofit Utility

If applicant is not the owner, state applicant's authority to bring this application and specific interest in application (i.e. agent for owner, equitable interest, agreement of sale): _____

Property Owner Name: Marla Robinson and William Ritter

Property Owner Address: 5 Explorer Court

Phone #: _____ Email: _____

3. APPLICATION TYPE: Check as many items as applicable.

Bulk Variance Use Variance Conditional Use
 Informal Review Interpretation of Zoning Map or Ordinance
 Appeal of Decision Waiver of Development Standards
 Other (describe) _____



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4. ROADWAY JURISIDCTION:

NJ State County Route Municipal Road

5. PROPERTY DIMENSIONS:

a. Total Area in square feet or acres: 28245 sq ft b. Frontage in feet: 56.6
c. Corner property: Yes or No

6. SITE PLAN INFORMATION:

	Existing	Proposed	Required
a. Minimum Lot Area (sf) or acres	28245	28245	10000
b. Building coverage limit (%)	7.6%	11.1%	N/A
c. Front Yard Setback (ft)	30	30	30 MIN
d. Side Yard Setback (ft)	17.5	17.5	10 MIN
e. Rear Yard Setback (ft)	25	13	12.5 MIN
f. Frontage (ft)	56.6	56.6	N/A
g. Impervious coverage limit (%)	36.3	41.96	45 MAX
f. Clearing Limits (%)	N/A	N/A	0.5

Type of Building Construction: Brick Frame Other

Architectural Style: traditional two story structure

NOTES: traditional two story structure with stucco front facade, all others are vinyl siding, cross gabled roof.

7. VARIANCES: Complete for variance applications. [Public Notice \(15-16\)](#) must be completed by the applicant in compliance with the requirements of the New Jersey Municipal Land Use Law. A copy of the public notice and proof of service are required.

A. Briefly describe each variance requested and provide Zoning Code Section from which relief is being sought: Use variance for permission to construct a three car garage with restroom and leisure space. structure size and position on site is in conformance with zoning regulations. BASED ON CHAPTER 160-5

B. If a "d" variance is requested, what are the special reason(s) which support your application: (This type of variance can only be heard by the Zoning Board of Adjustment) N/A

C. If a "c" variance is requested, what are the exceptional property conditions which prevent you from complying with the zoning ordinance? N/A



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D. If a "c" variance is requested and you contend there are no exceptional property conditions, how will the Municipal Land Use Act be advanced if the variance were to be granted and how would the benefits of a variance outweigh any detriment? N/A

E. Supply a brief statement of facts showing why the requested variance can be granted without substantial detriment to the public good and without substantial impairment to the intent and purpose of the Township's zoning plan and zoning ordinance: The detached garage meets all the physical/ bulk requirements dictated by the zoning ordinance. we feel the structure and its usage as a garage and recreation space for the family will not have any negative effect on the surrounding community.

8. INTERPRETATION - APPLICATION: For Zoning Board of Adjustment only.

Attach a statement of contentions and provide Code Section(s) in question.

9. APPEAL DECISION OF ZONING OFFICER OR BUILDING INSPECTOR - APPLICATION:

Attach a statement which includes the following: (1) Description of the order, determination or decision being appealed (hereinafter called "adverse ruling"), (2) Name and Title of enforcing officer, (3) Date adverse ruling was issued, (4) Date applicant received adverse ruling, (5) Why you allege the adverse ruling is in error, (6) The relief you are seeking, and (7) If the adverse ruling is upheld, do you request that a variance be considered?

10. OTHER AGENCIES OR PRIOR APPROVALS REQUIRED:

Agency	Yes or No	Date Submitted
A. <u>Burlington County Planning Board</u>		
B. <u>Burlington County Soil Conservation</u>		
C. <u>Pinelands Commission</u>		
D. <u>NJ Department of Transportation</u>		
E. <u>NJ Department of Environmental Protection</u>		
F. <u>Other: (Describe)</u>		

11. SUBMISSION ITEMS: Plans, surveys, photos, reports, & other items included with application.

Item/Exhibit	Date/Last Revision	Prepared By
<u>1 Full set of plans including site ANTHMAP</u>	<u>7/22/24</u>	<u>APRIL SARR</u>



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12. SUPPLEMENTAL INFORMATION:

A. Have there been any previous applications for this property filed with the Planning Board or Zoning Board?

Planning Board: Yes No Zoning Board: Yes No

B. Describe any deed restrictions affecting the property: N/A

C. Describe any proposed deed restrictions: N/A

D. Describe any easements or rights of way affecting the property: N/A

E. Describe any easements or rights of way proposed by the applicant: N/A

13. CORRESPONDENCE:

In addition to the applicant, to whom should Township and/or the Board Professional/s correspondence be sent?

Name: Cappy Sabir Address: 531 Williamstown Road, Sicklerville, nj
Name: _____ Address: 08081
Name: _____ Address: _____

14. APPLICANT PROFESSIONAL & EXPERT WITNESS LIST:

A. Name & Profession (Attorney, Engineer, Planner etc): Engineer
Cappy Sabir
Mailing Address: 531 Williamstown Road, Sicklerville, NJ 08081
Phone #: 856 [REDACTED] Email: cappy@srw-eng.com

B. Name & Profession (Attorney, Engineer, Planner etc): _____
Mailing Address: _____
Phone #: _____ Email: _____

C. Name & Profession (Attorney, Engineer, Planner etc): _____
Mailing Address: _____
Phone #: _____ Email: _____



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15. CERTIFICATIONS:

A. TAX COLLECTOR CERTIFICATION ([Proof of Payment](#))

It is hereby certified that all taxes, municipal liens, and utility charges for the address and block and lot below are paid and current as of 11/12/2024.

Address: 5 EXPLORE COURT, MARLTON, NJ 08053

Block/s: 24.24

Lot/s: 73

Property Owner: MARLA ROBINSON & WILLIAM RITTER

Kathryn A. Merck / Muz 11/12/2024
Evesham Township Tax Collector Signature and Date

B. APPLICANT CERTIFICATION:

The undersigned certify they are the applicant(s) named in the foregoing application or the undersigned certify they are legally authorized to submit the foregoing application and may sign this Certification on behalf of the applicant. The undersigned certify the information stated in the foregoing application and submissions made therewith are true and correct. If any of the foregoing statements are willfully false, the undersigned understand they are subject to punishment.

William J. Ritter 10/30/24
Applicant Signature Date

Marla Robinson 10/30/24
Applicant Signature Date

Print Name: William J. Ritter
Print Title: owner

Print Name: Marla Robinson
Print Title: owner

C. OWNER CERTIFICATION:

The undersigned hereby certify that he/she/it/they is/are the owner(s) of the property which is the subject of the foregoing application and that the applicant named therein has been authorized to submit said application to the Planning Board or Zoning Board of Evesham Township. The undersigned certify he/she/it/they is/are said owner(s) or is/are legally authorized to sign this certification on behalf of the owner. The undersigned realize that if any of the foregoing statements are willfully false, he/she/it/they is/are subject to punishment.

William J. Ritter 10/30/24
Owner Signature Date

Marla Robinson 10/30/24
Owner Signature Date

Print Name: William J. Ritter
Print Title: owner

Print Name: Marla Robinson
Print Title: owner

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D. AGREEMENT TO PAY FEES: This agreement, made and entered on ____ 20____, by and between the Township of Evesham, a Municipal Corporation of the State of New Jersey (hereinafter TOWNSHIP) and William Riffe Mark Robinson **homeowner** (hereinafter DEVELOPER), is made upon the following terms & conditions.

INFORMATION AND CONTACT/S: Entity responsible for escrow
Project Name: 5 exploded cast detached GARAGE

Applicant Name: William Riffe **Escrow Contact Name:** William Riffe

Applicant/entity name responsible for the escrow must match the name submitted on the WR

Phone #: [REDACTED] Email: [REDACTED]

Applicant Mailing Address: 5 exploded cast, Marlton NJ 08043

Notice: DEVELOPER agrees that all notices or refunds shall be mailed to the following address (note if different to above): SAME AS ABOVE

1. Agreement to Pay Fees: DEVELOPER hereby covenants and agrees to pay all charges and fees imposed by the TOWNSHIP in connection with the application for development filed contemporaneously herewith. Such fees include, but are not limited to, application fees, attorney review fees, engineer review fees planner review fees, copy costs and postage applicable to this application.

2. Escrow Deposit: TOWNSHIP hereby acknowledges receipt of \$_____, said sum being a cash deposit to be placed in a TOWNSHIP trust account to cover the cost of the aforementioned review and inspection fees. Such sum shall be charged periodically as fees and charges accrue and the balance of the escrow sum, if any, after all charges and fees have been paid shall be returned to DEVELOPER.

3. Additional Payments: The DEVELOPER agrees to pay any additional sum required to pay charges and fees not covered by the escrow deposit within fifteen (15) days after the date of receipt of a notice of deficiency by the appropriate Township Office. The DEVELOPER understand and agrees to pay such sum notwithstanding any dispute as to the reasonableness of the fees and charges.

4. Contest of Reasonableness: DEVELOPER agrees that the reasonableness and/or accuracy of any fee or charge may be challenged within seven (7) days of receipt of the professional's billing advice copy and in accordance with the Code of the Township of Evesham. DEVELOPER understands and agrees that the aforesaid procedures shall be the sole and exclusive method of challenging the reasonableness and/or accuracy of charges and fees and hereby waives any longer statute or limitations.

5. Notice: See Developer information and contact/s above

6. Transferability: DEVELOPER understands and agrees that this contract agreement is not transferable, in whole or in part, nor can the DEVELOPER relieve himself/herself from obligation as stated in this contract agreement until such time as said DEVELOPER provides an acceptable dated replacement contract agreement to relieve said DEVELOPER of any further obligation as stated in this contract agreement. This transfer of obligation shall commence on the later of the date of the acceptance by the TOWNSHIP of this replacement contract agreement.

7. Collection: Should the DEVELOPER fail to pay any amount required to be paid hereunder when due, TOWNSHIP shall be entitled to pursue all remedies at law or equity. Interest shall accrue at rate of 18% per annum simple interest on all sums unpaid after the due date. The TOWNSHIP may collect a reasonableness attorney fee which shall not be less than \$300.00 should litigation for the purpose of collecting any sum be commenced.

[Signature] 11/7/24
Signed Developer Date