



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.

Application Fee (94-10): \$150.00
Escrow (initial deposit): \$1000.00

Date received: MAR 10 2025
PB or ZBA #: 225-04
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: RD-1 Rural Development

Property Address: 228 Crest Road

Block/s: 81.13 Lot/s: 19

Development Name: Marlton Lakes Home Owners Association: YES NO

Is the property within the Pinelands. YES NO

Present Use: Residential Proposed Use: Residential

2. APPLICANT/OWNER INFORMATION

Applicant Name: Kevin Dybalski

Mailing Address: 228 Crest Road Marlton, N.J. 08053

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: Kevin Dybalski

Property Owner Address: 228 Crest Road, Marlton, N.J. 08053

Phone #: _____ Email: Kevin.dybalski@gmail.com
TempLeKen@AOL.com

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 JURISDICTION:

NJ State County Route Municipal Road

5. PROPERTY DIMENSIONS:

a. Total Area in square feet or acres: 26,977.7 sf

b. Frontage in feet: 170.43' Crest Rd.
85.05' Poplar Ave.

c. Corner property: Yes or No

6. SITE PLAN INFORMATION:

	Existing	Proposed	Required
a. Minimum Lot Area (sf) or acres	<u>26,977.7 sf</u>	<u>26,977.7 sf</u>	
b. Building coverage limit (%)	<u>15.35%</u>	<u>18.89%</u>	
c. Front Yard Setback (ft) <u>Crest/Poplar</u>	<u>39.9/75.9</u>	<u>16.21/59.65</u>	<u>30.0'</u>
d. Side Yard Setback (ft)	<u>61.14'</u>	<u>61.14'</u>	<u>10'</u>
e. Rear Yard Setback (ft)	<u>64.20'</u>	<u>64.20'</u>	<u>25'</u>
f. Frontage (ft) <u>Crest/Poplar</u>	<u>170.43/85.05</u>	<u>170.43/85.05</u>	
g. Impervious coverage limit (%)	<u>17.4%</u>	<u>21.1%</u>	<u>25% (Permitted)</u>
f. Clearing Limits (%)			

Type of Building Construction: Brick Frame Other

Architectural Style: _____

NOTES: _____

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: Applicant is requesting a variance to the front yard setback with a proposed setback of 16.21 feet. The code section is 160.26 B (1).

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) The property is a corner lot and the last and only house on this side of dead end Crest Rd. By zoning ordinance the property has two 30' front yard setbacks. The property has 2 driveways one from each road. We have elected to utilize the Poplar Ave. driveway for direct access to the proposed garage. The alignment of the garage with the existing driveway minimize the reconstruction of the driveway and prevents the removal of several existing substantial trees.

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



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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? _____

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 area of Crest Road is a dead end with only 2 houses nearby. The preservation of the trees on this wooded lot is a priority. While the reduction of the front setback on Crest Rd. to 16.21 feet is significant, the impact will be reduction of traffic and long term on/off street parking of cars on this portion of Crest Road.

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. Burlington County Planning Board		
B. Burlington County Soil Conservation		
C. Pinelands Commission		
D. NJ Department of Transportation		
E. NJ Department of Environmental Protection		
F. Other: (Describe)		

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

Item/Exhibit	Date/Last Revision	Prepared By
Site Plan SP-1	2-6-25	Randall Holberg
Architectural A-1	2-24-25	Randall Holberg
Architectural A-2	2-24-25	Randall Holberg



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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: Randall Holberg Address: 178 South Lakeside Dr. East, Medford, N.J. 08055
Name: _____ Address: _____
Name: _____ Address: _____

14. APPLICANT PROFESSIONAL & EXPERT WITNESS LIST:

A. Name & Profession (Attorney, Engineer, Planner etc): Randall Holberg - Architect

Mailing Address: 178 South Lakeside Drive East, Medford, N.J. 08055
Phone #: [REDACTED] Email: [REDACTED]

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 _____.

Address: _____

Block/s: _____

Lot/s: _____

Property Owner: _____

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.

[Signature] 3/2/25
Applicant Signature Date

Applicant Signature Date

Print Name: _____
Print Title: _____

Print Name: _____
Print Title: _____

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.

[Signature] 3/2/25
Owner Signature Date

Owner Signature Date

Print Name: Kevin Rybalski
Print Title: Owner

Print Name: _____
Print Title: _____



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RECEIVED

MAR 10 2025

Z 25-04

Z Variance

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 Kevin Dybalski homeowner (hereinafter DEVELOPER), is made upon the following terms & conditions.

INFORMATION AND CONTACT/S: Entity responsible for escrow

Project Name: 228 Crest Road

Applicant Name: Kevin Dybalski Escrow Contact Name: Kevin Dybalski

Applicant/entity name responsible for the escrow must match the name submitted on the W9

Phone #: [REDACTED] Email: [REDACTED]

Applicant Mailing Address: 228 Crest Road, Marlton, N.J. 08053

Notice: DEVELOPER agrees that all notices or refunds shall be mailed to the following address (note if different to 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 \$6000.00, 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]
Signed Developer

3/2/25
Date