



# 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.

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FEB 19 2026

Application Fee (94-10): \$150.00  
Escrow (Initial deposit): \$1,000.00

Date received: \_\_\_\_\_  
PB or ZBA #: 226-04  
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-2 (Rural Development 2)

Property Address: 11 Milford Drive

Block/s: 58.02 Lot/s: 1

Development Name: \_\_\_\_\_ 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: Mark McKenna

Mailing Address: 11 Milford Drive, Marlton NJ

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: Mark McKenna

Property Owner Address: 11 Milford Drive, Marlton NJ

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) Over max impervious coverage



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### 4. ROADWAY JURISDICTION:

NJ State     County Route     Municipal Road

### 5. PROPERTY DIMENSIONS:

a. Total Area in square feet or acres: 53,321                      b. Frontage in feet: 187.57  
c. Corner property: Yes  or No

### 6. SITE PLAN INFORMATION:

	Existing	Proposed	Required
a. Minimum Lot Area (sf) or acres	53,321		
b. Building coverage limit (%)	6.5%	No Change	
c. Front Yard Setback (ft)	101.3 Ft	No Change	60 Ft.
d. Side Yard Setback (ft)	31.8 Ft.	No Change	25 Ft.
e. Rear Yard Setback (ft)	51 Ft.	No Change	50 Ft.
f. Frontage (ft)	187.57 Ft	No Change	150 Ft.
g. Impervious coverage limit (%)	25%	26%	20%
f. Clearing Limits (%)	NA	NA	NA

Type of Building Construction:  Brick     Frame     Other  
Architectural Style: Traditional

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: 160-58 E; Table 5, lot impervious coverage Seeking 26% impervious lot coverage

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? The lot is unusual as we only have one residential neighbor and the majority of the lot boundaries on towards the golf course. The pool that we are looking to install is undersized and its a unusual shape with the lot restrictions. We removed the putting green that was there prior and drainage will improve



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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? \_\_\_\_\_

It is my belief and professional opinion that most homes in this subsection have pools & is an expected of home buyers with lot sizes over an acre. Our prior Marlton house had a pool with .30 of an acre and a wetlands buffer as well. We positioned it the same way \_\_\_\_\_

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 variance has little impact on any neighbors and we will strategically be improving the drainage.

The prior owner installed a putting green that was elevated and has since been removed. We will be adding landscape buffers that will be consistent with the current look of the property.

**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	no	
B. Burlington County Soil Conservation	no	
C. Pinelands Commission	no	
D. NJ Department of Transportation	no	
E. NJ Department of Environmental Protection	no	
F. Other: (Describe)		

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

Item/Exhibit	Date/Last Revision	Prepared By
3D Perspective of pool design	5/29/2025	Ashmen Pools
Impervious calculations	5/29/2025	Ashmen Pools
Grading Plan	7/23/2025	Clancy & Associates Inc



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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: Shawn Ashmen / Paul Company Address: 429 Gladstone Ave  
Name: \_\_\_\_\_ Address: Margate, NJ 08402  
Name: \_\_\_\_\_ Address: \_\_\_\_\_

## 14. APPLICANT PROFESSIONAL & EXPERT WITNESS LIST:

A. Name & Profession (Attorney, Engineer, Planner etc): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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 11/1/26.

Address: 11 Milford Drive

Block/s: 58.00

Lot/s: 1

Property Owner: Mark McLann

[Signature]  
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]  
Applicant Signature                      Date

Print Name: Mark McLann  
Print Title: Property owner

Applicant Signature                      Date

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]  
Owner Signature                      Date

Print Name: Mark McLann  
Print Title: Property owner

Owner Signature                      Date

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



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226-04

"c" variance

FEB 19 2026

**D. AGREEMENT TO PAY FEES:** This agreement, made and entered on 1/1, 2026, by and between the Township of Evesham, a Municipal Corporation of the State of New Jersey (hereinafter TOWNSHIP) and Mark McKenna homeowner (hereinafter DEVELOPER), is made upon the following terms & conditions.

**INFORMATION AND CONTACT/S:** Entity responsible for escrow

Project Name: Pool Installation

Applicant Name: Mark and Shannon McKenna Escrow Contact Name: Mark McKenna

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

Phone #: [REDACTED] Email: [REDACTED]

Applicant Mailing Address: 11 Milford Drive, Marlton, NJ

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 \$ 1,000, 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.

Signed Developer

1/29/26

Date