



**PARKER McCAY**

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P.O. Box 5054  
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**John C. Gillespie, Esquire**  
Direct Fax: 856-489-6980  
jgillespie@parkermccay.com

March 7, 2024

File No. 30750-1

**VIA E-MAIL AND HAND DELIVERED**

Anne-Marie Hellman, Clerk of the Board  
Florence Township Zoning Board of Adjustment  
Township of Florence  
711 Broad Street  
Florence, NJ 08518

**Re: Applicant: Blue Stone Cathy Lane, LLC – Use Variance  
Address: 61 Cathy Lane, Florence, NJ 08016  
Block 163.01, Lots 3.01 & 3.07**

Dear Ms. Hellman:

This office represents Blue Stone Cathy Lane, LLC (the “Applicant”) with regard to the above-referenced property. In that regard, I enclose the following:

1. Original and thirteen (13) copies of the Use Variance, together with Affidavit of Ownership and Explanation of Application;
2. Original and thirteen (13) copies of the Variance Application Checklist of Submission Requirements;
3. Original and thirteen (13) copies of the Tax Collector’s Certifications;
4. Escrow Agreement (Original Only);
5. Original and thirteen (13) copies of the Plans prepared by Mark E. Malinowski, P.E. of Stout & Caldwell Engineers, LLC;
6. Original and thirteen (13) copies of the Survey prepared by Mark E. Malinowski, P.E. of Stout & Caldwell Engineers, LLC;
7. The following checks: (a) check in the amount of \$100.00 for the Use Variance, application fee, and (b) check in the amount of \$1,000.00 for the Use Variance Escrow Agreement; and

**COUNSEL WHEN IT MATTERS.<sup>SM</sup>**

Mount Laurel, New Jersey | Hamilton, New Jersey | Atlantic City, New Jersey | Camden, New Jersey

8. Original and thirteen (13) copies of the Completed Request for Certified List of Property Owners.

Kindly advise whether the Applicant's use variance application will be scheduled for consideration at the next available meeting of the Zoning Board of Adjustment of the Township of Florence. Should the Board require anything further at this time, please contact me.

Thank you for your continued assistance and cooperation in this matter.

Very truly yours,



JOHN C. GILLESPIE

JCG:jth

Encl.

**VIA E-MAIL ONLY:**

cc: Mr. Kuldeep Waraich  
Mr. Sandeep Singh  
Robert R. Stout, P.E., P.L.S.  
Mark E. Malinowski, P.E

BLUE STONE CATHY LANE LLC  
PO BOX: 2000  
LINDEN, NJ, 07036



60-7269/2313

079

PAY TO THE ORDER OF

Township of Florence

\$ 100.00

DOLLARS

Santander  
Santander Bank, N.A.

*Brny*

MEMO \_\_\_\_\_

⑆ 23137269 ⑆⑆ 8944529752⑆0079

Security features Details on back

BLUE STONE CATHY LANE LLC  
PO BOX: 2000  
LINDEN, NJ, 07036



60-7269/2313

080

PAY TO THE ORDER OF

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\$ 1000.00

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Santander Bank, N.A.

*Brny*

MEMO \_\_\_\_\_

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Security features Details on back

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_  
\_\_\_\_\_ ZONING BOARD \_\_\_\_\_ PLANNING BOARD APPLICATION NUMBER: \_\_\_\_\_

TOWNSHIP OF FLORENCE  
LAND DEVELOPMENT APPLICATION

If you are not familiar with the Florence Township Ordinance requirements please ask to see a member of the Planning/Zoning Staff prior to filling out the application.

A. BASIC INFORMATION

1. APPLICANT NAME: Blue Stone Cathy Lane LLC  
STREET ADDRESS: 61 Cathy Lane  
CITY: Florence STATE: NJ ZIP: 08518  
TELEPHONE: (973) 329 0150  
EMAIL: Singh@Jaaptrucking.com

2. OWNER NAME: Blue Stone Cathy Lane LLC (Lot 3.01)  
Owner Name: Akal Cathy Lane LLC (Lot 3.07)  
STREET ADDRESS: 61 Cathy Lane  
CITY: Burlington STATE: NJ ZIP: 08016  
TELEPHONE: (973) 329 0150  
EMAIL: Singh@Jaaptrucking.com

3. If applicant is not owner, set forth in detail the nature and source of the legal beneficial right by which you can claim to submit this application.

4. TYPE OF APPLICATION: (check as many items as applicable)  
Starred (\*) application require a public hearing with notice and legal advertisement.

<input type="checkbox"/> Minor subdivision	<input type="checkbox"/> Major Site Plan – Final	<input type="checkbox"/> Interpret zoning map or ordinance
<input type="checkbox"/> Major Sub-Prel*	<input type="checkbox"/> Conditional Use*	<input type="checkbox"/> Bulk variances*
<input type="checkbox"/> Major Sub-Final		<input checked="" type="checkbox"/> Use variances*
<input type="checkbox"/> Minor Site Plan*		<input type="checkbox"/> Informal Review
<input type="checkbox"/> Major Site Plan-Prel.*	<input type="checkbox"/> Appeal of decision of an Administrative Officer	<input type="checkbox"/> Other

NOTE: If a variance is requested in conjunction with this application the exact nature of the variance must be indicated on the application Form – SEE No. 15.

5. LIST OF INDIVIDUALS WHO PREPARED PLANS:

DESIGN ENGINEER

NAME: Mark E. Malinowski, P.E.,  
Stout & Caldwell Engineers, LLC  
STREET: 705 US Route 130 South  
CITY: Cinnaminson STATE: NJ ZIP: 08077  
TELEPHONE: 856-786-2202, Ext. 115

TRAFFIC ENGINEER

NAME: Nathan B. Mosley, PE, CME, Shropshire Associates LLC  
STREET: 277 White Horse Pike, Suite 203  
CITY: Atco STATE: NJ ZIP: 08004  
TELEPHONE: \_\_\_\_\_

ENGINEER

NAME: Robert R. Stout, P.E., P.L.S.,  
Stout & Caldwell Engineers, LLC  
STREET: 705 US Route 130 South, P.O. Box 2290  
CITY: Cinnaminson STATE: NJ ZIP: 08077  
TELEPHONE: (856) 786-2202  
FAX: \_\_\_\_\_

ATTORNEY

NAME: John C. Gillespie, Parker McCay  
STREET: 9000 Midlantic Drive, Suite 300  
CITY: Mount Laurel STATE: NJ ZIP: 08054  
TELEPHONE: 856-985-4083  
FAX: \_\_\_\_\_

SITE INFORMATION

6. LOCATION OF PROPERTY  
STREET ADDRESS: 61 Cathy Lane, Florence, NJ 08016  
BLOCK NO. 163.01 LOT NO: 3.01 and 3.07 \_\_\_\_\_



11. OTHER APPROVALS REQUIRED AND DATE PLANS SUBMITTED

	YES	NO	MONTH/DAY/YEAR
1. New Jersey Dept. of Environmental Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
2. Burlington County Soil Conservation District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
3. Burlington County Planning Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
4. N.J. Department of Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____

SUBMISSION DATA

12. LIST OF MAPS, REPORTS AND OTHER MATERIALS ACCOMPANYING APPLICATION  
(attach supplemental sheet if necessary)

QUANTITY	DESCRIPTION OF ITEMS	MONTH/DAY/YEAR
<u>13</u>	<u>Plan</u>	<u>12/6/2023</u>
_____	_____	_____
_____	_____	_____

13. SUPPLEMENTAL ITEMS (COMPLETE AS NECESSARY)

PREVIOUS APPLICATIONS OR ACTIVITY:

NO  YES IF YES \_\_\_\_\_

Res No. ZB 2022-12	MONTH/DAY/YEAR Decided July 11, 2022	
TYPE OF ACTION: Use Variance, Minor Site plan	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
Res No. ZB 2008-19	MONTH/DAY/YEAR Decided March 25, 2008	
TYPE OF ACTION: Extension of Minor Subdivision	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
Res No. ZB 2007-36	Decided August 28, 2007	
TYPE OF ACTION: Use Variance for expansion of nonconforming use, minor subdivision, lot frontage variance	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
Res No. ZB 2007-23	Decided April 16, 2007	
TYPE OF ACTION: minor site plan approval	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED

14. DEED RESTRICTIONS OR COVENANTS AFFECTING THIS APPLICATION:  YES (attach copy if yes)  
 NO

15. ARGUMENTS FOR VARIANCE: (attach sheet if necessary)

Will provide testimony at hearing.

16. WAIVERS OF DEVELOPMENT STANDARDS AND/OR SUBMISSION REQUIREMENTS: (attach sheet if necessary)

17. EXPERT WITNESSES FOR APPLICANT: (when applicable)

NAME	TYPE OF TESTIMONY
Nathan B. Mosley, PE, CME	Traffic
Robert R. Stout, P.E., P.L.S	Engineer
Mark E. Malinowski, P.E.	Design Architect
Jim Miller	Professional Planner

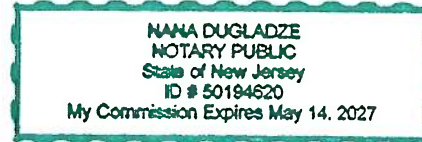
18. AFFIDAVIT OF APPLICANT:

State of New Jersey  
County of Monmouth :SS  
KULDEEP S WARAICH of full age, being duly sworn according to law, on oath deposes and says, that all of the above statements and the papers submitted herewith are true.

[Signature]  
Applicant to Sign Here

Sworn and subscribed before me  
this 29 day of February, 2024

N. Dug



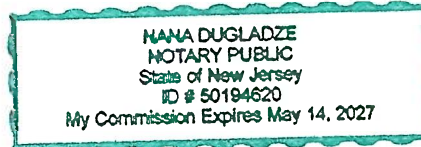
19. AFFIDAVIT OF OWNERSHIP:

State of New Jersey  
County of Monmouth :SS  
KULDEEP S WARAICH of full age, being duly sworn according to law, on oath deposes and says, that the deponent resides at 1649 Imperial Ave. in the New Hyde Park of New York 11040 in the County of Nassau County and in the State of New Jersey that Kuldeep S Waraich is the owner of all that certain lot, piece of land situated, lying and being in the municipality aforesaid, and known and designated as number \_\_\_\_\_.

[Signature]  
Owner to Sign Here

Sworn and subscribed before me  
this 29 day of February, 2024

N. Dug



20. AUTHORIZATION BY OWNER: (If anyone other than above owner is making this application, the following authorization must be executed.)

To the Approving Board of the Township of Florence:  
\_\_\_\_\_ is hereby authorized to make the within application.

Dated 02.29.2024

[Signature]  
Owner to Sign Here

CERTIFICATION

Date \_\_\_\_\_  
I, Kuldeep S Waraich, an authorized representative of which is a corporation, or partnership, applying to the Planning Board or Zoning Board of Adjustment of the Township of Florence for permission to subdivide a parcel of land into six (6) or more lots, or applying for a variance to construct a multiple dwelling of twenty-five (25) or more family units, or for the approval of a site to be used for commercial purposes, do hereby disclose, pursuant to the requirements of NJSA40:55D-48.1. The name and address of all stockholders or individual partners owning at least 10% of the interest in the partnership which are hereby listed as follows:

Name Amandeep K Waraich Address 1649 Imperial Ave., New Hyde Park, NY 11040  
Kuldeep S. Waraich 1649 Imperial Ave., New Hyde Park, NY 11040

If any of the above owners is a corporation or partnership, the applicant is required to disclose the name and address of each individual holding a 10% interest, or greater, in the named corporation or partnership which shall be divulged in the same format as the above pursuant to NJSA 40:55D-48.2)

\_\_\_\_\_  
Title

400  
DURLINGTON COUNTY  
CLERK

2008 JUL 30 P 3

RECEIVED

36  
Prepared By:

JOHN C. GILLESPIE, ESQUIRE

**DECLARATION OF EASEMENTS, RESTRICTIVE  
COVENANTS, AND MAINTENANCE AGREEMENT AS TO  
ROADWAY IN FLORENCE TOWNSHIP  
(Block 163.01, Lots 3.01 & 3.07)**

THIS DECLARATION is made on this 29<sup>th</sup> day of July, 2008 by and between the CATHY LANE, LLC., a limited liability company of the State of New Jersey with offices at 5205 Route 130, Post Office Box 166, Florence, New Jersey 08518 (hereinafter "Owner"), and PRM ASSOCIATES, INC., a body corporate of the State of New Jersey with offices at 2096 Route 130, Burlington, New Jersey 08016 (hereinafter "PRM" or "Grantee"). Cathy Lane, LLC/Owner and PRM/Grantee are jointly referred to herein as "Declarant."

**RECITALS**

1. Owner and PRM (hereafter the "Parties") are signators to a certain Lease Purchase Agreement (hereafter the "Agreement") dated July 26, 2006 together with a certain Amendment to the Agreement dated September 22, 2006 ("Amendment") in which, among other things, Owner agreed to purchase the certain premises, set forth more specifically in Exhibit "A", from PRM pursuant to certain terms and conditions therein set forth.

2. In addition, the Parties have agreed that PRM shall obtain subdivision approvals to subdivide the portion of the property leased by PRM from Owner, from the balance of the Block 163.01, Lot 3.01 and that Owner shall re-convey to PRM a parcel (proposed Lot 3.07) together with certain rights of access, ingress, and egress. The Parties recognize that said subdivision was granted, subject to conditions, by the Florence Township Zoning Board of Adjustment, as memorialized in Resolution No. ZB-2007-36, together with an extension of time for filing, as memorialized in Resolution No. ZB-2008-19, both of which are attached hereto and made a part here of as Exhibit B.



3. In order to fully implement the Agreement and its Amendment, the Parties need to provide this Declaration of Easements, Restrictive Covenants, and Maintenance Agreement for Roadway in Florence Township (hereafter the "Easement"). The Easement Area is shown on a certain Plan prepared by Avi Luzon, L.S., last dated May 1, 2007, last revised June 18, 2008, and further identified as Drawing No. 06AL3486-SUB, attached hereto as Exhibit C, and described in a certain Legal Description attached as Exhibit D.

4. If the Easement described in the Exhibits includes a temporary construction easement, such temporary easement shall terminate upon completion of construction, restoration, and acceptance of the contractor's work by the Township of Florence or other approving agency. The permanent easement shall, nevertheless, remain in full force and effect, subject to paragraph C(3) below.

5. The purpose of this instrument is to memorialize the understandings of the parties in this regard. It becomes effective immediately upon execution.

**NOW, THEREFORE**, in consideration of these presents and other good and valuable consideration, receipt of which is hereby acknowledged by PRM, Owner and PRM hereby agree, grant, bargain, release, convey, transfer and deliver the following:

- A. Owner grants a twenty-seven and one quarter foot (27.25') wide Perpetual and Permanent easement for access, ingress, and egress over the private extension of Cathy Lane, constructed or to be constructed by PRM, to the extent shown and described on the annexed Exhibit "C" to PRM and/or its contractors, successors, employees, business invitees and assigns to access its facilities on Block 163.01, Lot 3.07 as shown on Avila plan previously approved. PRM shall have full rights of vehicular travel over the extended private portion of Cathy Lane with one access point to the interior of the PRM property (in addition to an access point over the public dedicated portion of Cathy Lane), which shall be no more than thirty (30) feet in length and shall be located on the southeasterly portion of the end of the private Cathy Lane cul-de-sac where it meets the public right-of-way, as shown on Exhibit "C".
- B. Neither Party shall have the right to park vehicles or other structures within the Easement Area in the cul-de-sac/"bulb". The cul-de-sac and the southerly side of the extended private portion of Cathy Lane will be signed with "No Stopping, No Standing, No Parking" signs which shall be acquired and placed at PRM's expense. Owner shall, nevertheless, have the right to park vehicles on the northerly side of the extended Cathy Lane provided that such parked vehicles do not interfere with the ability of PRM to maintain its rights of access, ingress, and egress. In addition to the foregoing, Cathy Lane shall grant an easement to the Township of

Florence for access and "turn around" purposes within the bulb area; and PRM shall take title subject to same.

- C. 1. PRM has or will construct the extended Cathy Lane to Florence Township Municipal Road standards, including thirty foot (30') wide blacktop, paving, curb to curb, and shall restore adjacent areas substantially to pre-construction condition at its sole cost and expense. PRM has or, immediately upon execution of this Agreement, will post either (a) a Letter of Credit in a form acceptable to Owner's attorney, and the attorney for the Township of Florence, in favor of Owner and the Township of Florence, or (b) cash in an amount to ensure the prompt completion on this obligation in the amount of one hundred twenty percent (120%) of the construction and restoration cost estimate as prepared by Stout & Caldwell Engineers, LLC. The first twenty-seven and one quarter feet (27.25') of the extended Cathy Lane shall be dedicated to the Township and become a public roadway; the Letter of Credit aforementioned will also include one hundred twenty percent (120%) of the construction and restoration cost estimate for the dedicated portion of Cathy Lane as well . The balance of the extended Cathy Lane, as shown on Exhibit "C" shall, although built to Township standards, remain a private right of way. PRM shall construct said right of way simultaneously with its construction of the dedicated portion of Cathy Lane. Said roadway improvements shall commence by August 15, 2008, and shall be completed by November 30, 2008. In the event that top course cannot be installed because of Municipal requirements, then so long as base course and curbing are completed by November 30, 2008, PRM shall have until March 31, 2009 to complete top course.
- a. PRM shall post the Letter of Credit prior to commencement of construction, or prior to transfer of title to Lot 3.07, whichever first occurs. Transfer of title, however, shall occur within three (3) days following the execution of this Agreement.
- b. Follow completion of the road work referenced above for both the dedication portion of Cathy Lane, and that portion which will remain a private Right-of-Way, as well as the cul-de-sac and "bulb" area, PRM shall post a Letter of Credit to serve as a Maintenance Bond, again in favor of the Township of Florence and Owner, for the purposes for which maintenance guarantees are issued for public improvements under the Municipal Land Use Law.

2. Owner shall be responsible for the maintenance of the private portion of Cathy Lane and the bulb area, such as snow removal, plowing, roadway maintenance, drainage inlet maintenance, and the like. Owner shall provide said maintenance to a standard which shall be consistent with a safe and well-maintained travel surface. PRM shall be responsible for fifty percent (50%) of the cost of such maintenance. PRM shall annually deposit the sum of Five Thousand Dollars (\$5,000.00) into an interest bearing escrow account to be maintained by Owner which shall be the base escrow amount. Semi-annually, Owner shall render an accounting of the maintenance costs to PRM and pay fifty percent (50%) of the total cost from the escrow to itself. Should fifty percent (50%) of the maintenance costs exceed Five Thousand Dollars (\$5,000.00) PRM shall pay to Owner the additional sum within forty-five (45) days of the rendering of the accounting and replenish the escrow with an amount equal fifty percent (50%) of the total maintenance expense as shown by the accounting for the previous year. Should fifty percent (50%) of the total maintenance costs be less than Five Thousand Dollars (\$5,000.00), PRM shall replenish the escrow to the base escrow amount of Five Thousand Dollars (\$5,000.00).

a. The initial Five Thousand Dollar (\$5,000.00) maintenance contribution required from PRM shall be made upon execution of this Declaration; simultaneously therewith, Owner shall execute a Deed to PRM for the Property. Said Deed shall be held in escrow by Owner's attorneys, Parker McCay P.A. until Closing.

b. In the event that any portion of the premises being conveyed by Owner to PRM, are the subject of any mortgage secured by Owner to purchase the Property, Owner agrees to make every effort to secure a release of said premises from the mortgagee; and in any event, agrees to hold PRM harmless and indemnify it against any claims arising from said mortgage. Owner agrees to initiate efforts to secure a release of the subject premises from any mortgage upon or prior to the execution of this Declaration.

3. In the event PRM fails to make said payment(s) within thirty (30) days of demand, Owner shall send PRM a Notice of Default. In the event the Default is not cured within thirty (30) days, then PRM's right of access through and along the private right of way shall terminate, and Owner shall be permitted to file the attached "Termination of

Easement Rights", which shall be executed simultaneously herewith and held in escrow by Owner. Notwithstanding the foregoing, after the expiration of the thirty (30) day notice period, payments due and owing to Owner by PRM shall accrue interest at the rate of twelve percent (12%) per annum.

4. If either Party shall fail to perform fully and completely any duty or obligation imposed upon or assumed by it under this Declaration, including, but not limited to, the obligation to construct and improve the roadway by PRM, and the obligation to provide continuing maintenance on the roadway by Owner, then the other Party, after thirty (30) days notice, to the non-performing Owner, may cure such default. The non-performing Party shall reimburse the other Party for all costs and expenses incurred by the other Party in curing such default promptly after demand for reimbursement by the Party.

D. PRM and Owner shall require their contractors when constructing or maintaining the Easement Area to maintain adequate liability insurance and to hold the Parties and/or their successors and assigns harmless for any and all claims, actions, liens, suits or judgments arising out of any damage to property or personal injury or death, or for any other cause of action occurring during construction or maintenance within the Easement Area granted herein resulting from the contractor's negligent acts or omissions.

- (1) To the extent necessary, and not otherwise provided herein, Owner hereby grants to PRM a Temporary Construction Easement across the private Right-of-Way, as may be reasonably necessary, to construct, install, repair and remove any improvements necessary to accomplish the purposes of the Right-of-Way improvement described in Paragraph C(1) above, including, but not limited to, a Temporary Construction Easement for use in storing fill, machinery and/or equipment and similar construction related activities consisting of ten (10) feet on the north side of the Easement Area, solely during construction, reconstruction, inspection, maintenance and/or repair of the roadway. PRM shall keep the north side of the extended private Right-of-Way of Cathy Lane otherwise free and clear of obstructions and interferences with Owner's ability to use same.
- (2) Each Declarant covenants and agrees that it shall not obstruct or restrict access to any area within the Right-of-Way/Easement Area, appurtenances or utilities referenced in this document or in any other document to be executed by and between the Parties to implement the terms of this of this Declaration; nor will either Party hinder or otherwise interfere with the other Party's proper exercise of its rights

and privileges hereunder, except for the construction and repair activities permitted hereunder from time-to-time on a temporary basis.

- E. Other than as set forth herein, PRM shall not construct any structure in the Easement Area except with the specific written permission of Owner and in accordance with all applicable zoning and construction code regulations.
- F. **Covenants Run With The Land.** The easements, rights and obligations granted and created by this Declaration are intended to create mutual and reciprocal benefits, servitudes, rights, obligations and restrictions among the two (2) Lots; they shall be appurtenant to the respective Lots; they shall run with the Lots in perpetuity (unless and until modified or terminated in accordance with this Declaration); and they shall be binding upon and inure to the benefit of the Parties, their respected heirs, successors, and assigns, provided that in no event shall anyone other than a subsequent owner acquire any rights, by assignment or otherwise, in or to the easement or rights created under this Declaration, which rights may not be separately assigned or otherwise transferred.
- G. The Parties shall, with respect to their respective Lots, and their respective obligations hereunder, comply with all laws and other requirements of any governmental authorities having jurisdiction over these properties.
- H. Any and all provisions of this Declaration may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time, from time-to-time only by a written document executed by Owner and PRM or their heirs, successors or assigns.
- I. **No Dedication.** Nothing contained in this Declaration is intended nor shall it be construed as a dedication of the Easement Areas for public use or to grant or create any rights in, to, or for the benefit of the general public or any governmental authority by either Party, except as otherwise specifically provided herein with regard to the twenty-seven and one quarter (27.25) foot dedication of Cathy Lane.
- J. If any provision of this Declaration is determined to void and unenforceable by any Court, that determination shall not affect the remaining provisions of this Declaration, which shall remain in full force and effect.
- K. Nothing in this Declaration shall be construed as a representation or warranty of Declarant that any of the easements granted herein are adequate or fit for the intended use.

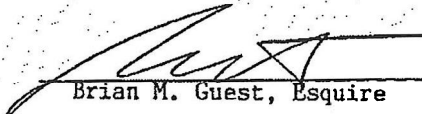
L. **Governing Law.** This Agreement shall be construed, interpreted, and governed by the laws of the State of New Jersey.

(a) **Enforcement.** Should either Party be required to bring an action in Court to enforce the provisions of this document, and should said action prove successful, then and in that event, the non-prevailing Party shall be responsible to the prevailing Party for all reasonable legal fees and costs incurred in the course of said litigation.

**IN WITNESS WHEREOF,** Owner and PRM have caused this instrument to be executed on the day and year first above written.

**WITNESS:**

**CATHY LANE, LLC, GRANTOR:**  
A limited liability company of the State of New Jersey

  
Brian M. Guest, Esquire

BY:   
Toby Chrostowski

**ATTEST:**

**PRM ASSOCIATES, INC., GRANTEE:**

  
Richard F. Hamilton, Esquire

BY:   
Mark D. Minuto

STATE OF NEW JERSEY

SS.:

COUNTY OF BURLINGTON

I CERTIFY that on July 28, 2008, Toby J. Chrostowski personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) This person signed, sealed and delivered the attached document as the SOLE MEMBER, of Cathy Lane, LLC, a limited liability company of the State of New Jersey, named in this document;

(b) This document was signed and delivered by the corporation as its voluntary act and deed by virtue of and duly authorized by its general partner.

Sworn and subscribed to before me  
this 28<sup>TH</sup> day of July, 2008.



Notary Public

BRIAN M. GUEST  
Attorney at Law of New Jersey

STATE OF NEW JERSEY

SS.:

COUNTY OF BURLINGTON

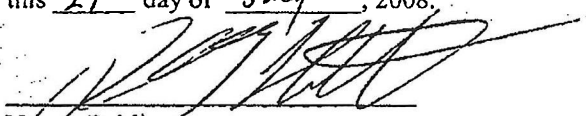
I CERTIFY that on July 29, 2008, <sup>Mark D.</sup> ~~Paris R.~~ Minuto, personally came before me and stated to my satisfaction that this person:

(a) This person signed, sealed and delivered the attached document as the Vice President, of PRM Associates, Inc., a body corporate of the State of New Jersey, named in this document;

(b) The proper corporate seal was affixed thereto; and

(c) This document was signed and delivered by the corporation as its voluntary act and deed by virtue of and duly authorized by its Board of Directors.

Sworn and subscribed to before me  
this 29<sup>th</sup> day of July, 2008.

  
Notary Public

**RICHARD F. HAMILTON**  
AN ATTORNEY AT LAW  
OF NEW JERSEY

DB 06587PG788



## EXPLANATION OF APPLICATION

Blue Stone Cathy Lane LLC (the “Applicant”) is seeking Use Variance Approval pursuant to N.J.S.A. 40:55D-70(d)(1) with the Township of Florence Zoning Board of Adjustment (the “Board”). The subject property is identified as Block 163.01, Lots 3.01 and 3.07 on the Township of Florence Tax Map, and is located at 61 Cathy Lane, Florence, NJ 08016 (the “Property”). The Property is located in the HC Highway Commercial District.

The Applicant proposes to use the Property for truck maintenance and temporary parking. Truck repair and parking use is not permitted in the HC Highway Commercial District, so a use variance is necessary to permit the proposed use.

The Property is adjacent to a door manufacturer and surrounded by woods on two sides. It is in close proximity to Route 130 and the New Jersey Turnpike. The Applicant will provide testimony as to the hours of operation, number of employees, and the site operation. The proposed use can be reconciled by the similarity of it to the following permitted principal uses in the HC Highway Commercial District: car washes; service stations; and automobile sales although the Applicant believes the traffic from the proposed use will be much less than those permitted uses. Because of the nature of the Applicant’s operation, trucks typically do not travel to the Property daily. Many trucks leave the Property on a Monday and do not return until the weekend. The Applicant proposes the Property to remain as stone and does not propose paving the area as to decrease the amount of impervious coverage at the Property. No fuel will be sold from the facility.

The Applicant will elicit testimony from a professional planner to provide proofs to satisfy the positive and negative criteria for the use variance. The Applicant will also provide testimony from an engineer, design engineer, and traffic engineer to support the request.

The Applicant is requesting that the Board approve its request for a use variance.

The Applicant will request any variances, waivers, deviations or approvals that the Board or its professional staff deem necessary upon its review of the application.

# TOWNSHIP OF FLORENCE

## VARIANCE APPLICATIONS CHECKLIST OF SUBMISSION REQUIREMENTS

### TO BE FILLED OUT BY APPLICANT:

Name of Applicant: Blue Stone Cathy Lane LLC  
Location of Subject Property:  
Street Address: 61 Cathy Lane, Florence, NJ 08518  
Block: 163.01 Lot: 3.01 & 3.07  
Date Submitted to Florence Land Use Office: \_\_\_\_\_

### FOR OFFICIAL USE ONLY:

Date Received at Florence Land Use Office: \_\_\_\_\_ By: \_\_\_\_\_

#### Completeness Review By (required by both):

Complete	Incomplete	Reviewed by	Signature	Date Reviewed
___		Board Engineer	_____	_____
___		Board Attorney	_____	_____

(If incomplete indicate the missing items on this form and return it to the applicant)

Date Returned to Applicant: \_\_\_\_\_ By: \_\_\_\_\_

### INSTRUCTIONS

You should first obtain the "GENERAL INSTRUCTIONS FOR APPLICATIONS", from the Land Use Office. Read it carefully for a detailed explanation of the application process. Be sure that you have the correct checklist before you begin compiling your application. This checklist relates to steps 1 and 2 in the process (as described in the General Instructions) and can be used only for **variance applications**. It is your responsibility, as an applicant, to provide a complete "picture" of your application. Only after you have provided the information listed below can your application be certified as "complete" and submitted to the Planning Board or Zoning Board for their review. In some cases (indicated below), specific checklist items may be requested to be waived by checking the appropriate box under "waiver requested". Be sure that you address each of the items listed in this checklist in your application submission. Failure to do so will result in it being classified "incomplete". An "incomplete" application has no legal status.

**SUBMISSION OF MATERIALS to the LAND USE OFFICE**

At the time of the original submission of your application to the Florence Land Use Office, your application must be in 14 complete sets (original and 13 copies). All maps must be folded and a complete set must be sent directly to the Board’s professional staff (addresses can be obtained from the Land Use Office). As noted below, the application fee is a non-waivable submission item. However, because the application fee is non-refundable, you are not required to submit the application fee until after your application is certified “complete” (and scheduled on the Board’s meeting agenda).

Non-waivable Submission Items

The following items must accompany all applications at the time of the original submission. They cannot be waived. Please check the appropriate box when provided:

Provided	
X	Completed and signed checklist together with written justification of waiver requests, if any. Original and thirteen (13) copies.
X	Application Form. Original and thirteen (13) copies, completed and notarized.
X	Escrow fee along with the completed escrow agreement (consult with the Land Use Office for the amount and to obtain agreement form).
X	Certification by the Township Tax Collector that all taxes on the subject property are paid to date. Original and thirteen (13) copies.
X	If the property is under agreement, either a copy of the agreement or a letter from the owner granting permission to seek application approval.

PLEASE NOTE: The application fee is also a non-waivable submission item; but because it is non-refundable, you may submit it after your application is certified as “complete” and scheduled on a Board meeting agenda.

Submission Items

The following items are required by ordinance to be submitted with all variance applications. You may request that a specific item be waived by marking the appropriate “waiver requested” box and providing written justification for the request. A determination on any waiver request will be made based upon the written justification that must accompany any waiver request. Waivers will be granted only for good and sufficient reason and the request to waive a major item will substantially delay the process. Please check the appropriate boxes:

Provided	Waiver Requested	
X		Survey of the property by a licensed New Jersey land surveyor showing boundaries and all existing structures. Original and thirteen (13) copies.
X		A sketch plan outlining the location, nature and extent of any variances(s) requested. Original and thirteen (13) copies.
X		A complete “Request for Certified List of Property Owners” form (obtain from Land Use Office).
		A certificate from the Zoning Officer setting forth the reasons for the denial of the zoning permit. If you have retained an attorney or planner, they may provide the written description of the needed variance(s).

**“d” (“USE”) VARIANCE (under C40:55D-70d) SUBMISSION REQUIREMENTS**

If your application is for or includes a “d” (use) variance the following information must be provided in addition to the submission items listed above:

Provided	Waiver Requested	
X		A written statement describing and providing legal justification for the exact proposed use requested. Original and thirteen (13) copies

**APPLICANT’S CERTIFICATION**

The undersigned (applicant) hereby acknowledges that the information contained herein is true and complete to the best of his/her knowledge.

Date: This 7 day of March, 2024

Aleem Raza, Esq  
Applicant’s Attorney

### **APPLICANT'S NOTICE RESPONSIBILITIES**

As an applicant for variance approval you have the responsibility under state law to notify the public and surrounding property owners of the date of the public hearing and the nature of the application. This responsibility, however, can only be fulfilled after the application has been certified as "complete", placed on the Board's agenda and scheduled for public hearing by the Land Use Office. Detach and retain this sheet until after you have been notified that your application has been certified "complete" and public hearing date has been set. At that time it is your responsibility to perform the following:

- \* Provide notice of the public hearing by personal service or certified mail to all property owners within 200 feet of the subject property as listed on the certified list provided by the Land Use Office **no later than ten (10) days prior to the public hearing.** (A sample notice is available from the Land Use Office.) An affidavit of service (form available from the Land Use Office), together with the certified mail receipts, shall be provided to the Land Use Office prior to the public hearing.
- \* Arrange for publication of a notice of the public hearing to be published no later than ten (10) days prior to the public hearing in the Burlington County Times (proof of publication must be provided to the Land Use Office prior to the hearing date.)
- \* Additional parties must receive notice, by personal service or certified mail, in the following situations. If the property you are developing is:
  1. Within 200' of an adjoining municipality, you must notify the clerk of that municipality and the Burlington County Planning Board.
  2. Adjacent to an existing or proposed county road or to property owned by Burlington County, you must notify the Burlington County Planning Board.
  3. Adjacent to a State highway, you must notify the New Jersey Commissioner of Transportation.
  4. Larger than 150 acres or will have more than 500 dwelling units, you must notify the State Planning Commission.

If you have any question concerning this checklist or the application process, contact the Florence Township Land Use Office at (609) 499-2525.

**TOWNSHIP OF FLORENCE  
OFFICE OF THE PLANNING AND ZONING BOARDS**

**TAX COLLECTOR'S CERTIFICATION**

Applicant's Name, Address and Telephone Number: Blue Stone Cathy Lane LLC

\_\_\_\_\_

\_\_\_\_\_

Block/s: 163.01 Lot/s: 3.01

Street Address: 61 Cathy Lane, Florence, NJ 08518

Property Owner's Name, Address and Telephone Number **IF DIFFERENT FROM APPLICANT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I HEREBY CERTIFY THAT:

( ) There is due to the Township of Florence, on the above property, the following amounts:

Taxes: \$ —

Assessments: \$ —

Water and/or Sewer Charges: \$ —

TOTAL: \$ —

(X) ALL Taxes, Assessments and Water and/or Sewer Charges on the above property are paid in full.

Christine M. Swiderski  
Christine M. Swiderski, Tax Collector

Date: 2/22/2024

**PLEASE NOTE: This document must be completed by the Tax Office BEFORE it is submitted with the application package.**

**TOWNSHIP OF FLORENCE  
OFFICE OF THE PLANNING AND ZONING BOARDS**

**TAX COLLECTOR'S CERTIFICATION**

Applicant's Name, Address and Telephone Number: Blue Stone Cathy Lane LLC

\_\_\_\_\_

\_\_\_\_\_

Block/s: 163.01 Lot/s: 3.07

Street Address: 61 Cathy Lane, Florence, NJ 08518

Property Owner's Name, Address and Telephone Number **IF DIFFERENT FROM APPLICANT:**

Akal Cathy Lane LLC, 61 Cathy Lane, Burlington, NJ 08016

\_\_\_\_\_

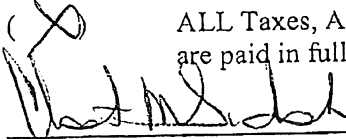
\_\_\_\_\_

I HEREBY CERTIFY THAT:

(  ) There is due to the Township of Florence, on the above property, the following amounts:

Taxes:	\$ <u>                    </u>
Assessments:	\$ <u>                    </u>
Water and/or Sewer Charges:	\$ <u>                    </u>
TOTAL:	\$ <u>                    </u>

ALL Taxes, Assessments and Water and/or Sewer Charges on the above property are paid in full.

  
\_\_\_\_\_  
Christine M. Swiderski, Tax Collector

Date: 2/22/2024

**PLEASE NOTE:** This document must be completed by the Tax Office BEFORE it is submitted with the application package.

**TOWNSHIP OF FLORENCE**

**LAND USE ESCROW AGREEMENT**

**FLORENCE TOWNSHIP PLANNING BOARD/ZONING BOARD OF ADJUSTMENT**

This agreement, made this \_\_\_\_\_ day of February, 2024, by and between Blue Stone Cathy Lane LLC (hereinafter "Applicant"), and the Florence Township Planning Board/Zoning Board of Adjustment (hereinafter "Board").

**WHEREAS**, Applicant has filed with the Board an application for development of property located at 61 Cathy Lane, Florence, NJ 08016 being Block/s 163.01, Lot/s 3.01 & 3.07 on the tax map of the Township of **Florence**, said application having been assigned the number \_\_\_\_\_;

**WHEREAS**, in connection with the aforesaid application, Applicant has deposited with the Board, in escrow, the sum of \$1,000 (Check Number 080) as required by ordinance and/or rules of the Board to pay the anticipated cost of professional review of the aforesaid application by the Board's professional staff; and

**WHEREAS**, the parties desire to set forth their rights and obligations concerning the aforesaid escrow deposit, any additional deposits that may be required, and any refunds that may be due, in connection with the aforesaid application;

**NOW THEREFORE**, the parties hereto agree as follows:

1) **PURPOSE OF ESCROW DEPOSIT.** The purpose of the escrow deposit is to provide funds to pay the Board's solicitor, engineers, planner and other professionals (as may be deemed advisable or necessary by the Board in order to make informed decisions) for the actual time spent by them in reviewing the application in order to advise the Board whether the application is complete, whether it complies with ordinance requirements, whether changes or conditions should be imposed and whether the application meets requirements for approval. The funds are provided to pay for all professional review services of whatever nature, including but not limited to site inspections, written or oral communications with the applicant and with the Board and its staff, attendance at conferences, research and study of particular problems, and preparation of



**Florence Township  
Planning Board/Zoning Board of Adjustment  
Escrow Agreement  
Page 2 of 3**

official documents, including resolutions of approval or denial. The amount specified by ordinance to be deposited by Applicant in escrow is acknowledged by the Applicant to be an estimate only. The Applicant accepts its responsibility to pay the actual costs of professional review of the aforesaid application and agrees that such responsibility may require an additional deposit of funds, or may result in a refund of unused funds.

2) **PROFESSIONAL REVIEW.** The Board and the Applicant authorize the Board's professional staff to review, inspect, study and evaluate all plans, documents, and data which the aforesaid application comprises, to consult with the Applicant or any matter concerning the application, to research any laws and regulations that may apply to the proposed development, to physically inspect and view the property being developed, and to perform all tasks required or deemed advisable by them to enable them in their professional judgment to properly advise the Board. The Board directs its professional staff to make oral and/or written reports of their findings and conclusions derived from the foregoing review, study and investigation, and to submit bills to the Board on a monthly basis itemizing the services performed, the time spent in performing such services, and the approved rate applicable to such services. Applicant agrees to pay for the performances of the professional work outlined above, as required by the **Florence Township Land Use Office.**

3) **ADDITIONAL ESCROW DEPOSITS.** In the event that the amounts billed to the Board for professional review services shall exceed the amount of Applicant's escrow deposit, the Board shall notify Applicant in writing to deposit the full amount of such excess. Applicant shall, within ten (10) days from receipt of such notice, deposit additional funds with the Board sufficient to cover the amount of the foregoing deficit. The written notice described in this paragraph shall be sent to Applicant at the address given on the application form, unless Applicant notified the Board in writing that a different address shall be used. In the event that Applicant fails to timely deposit the additional funds in accordance with the notice given by the Board, the Board may cease further consideration of the application, may deny the action sought by the Applicant, and/or may avail itself of any legal remedy it has against the Applicant.

**Florence Township  
Planning Board/Zoning Board of Adjustment  
Escrow Agreement  
Page 3 of 3**


4) **REFUND OF ESCROW DEPOSITS.** In the event that the amounts billed to the Board for professional review services shall be less than the amount of Applicant's escrow deposit, the Board shall return such excess funds to the Applicant in accord with the escrow closeout procedures of the Municipal Land Use Law, N.J.S.A. 40:55D-53.2.

5) **BOARD'S CUSTODIAL OBLIGATIONS.** The Board shall keep the escrow deposits of Applicant on deposit in a depository institution selected by the Board. The Board shall comply with the reporting, interest and administrative expense requirements of N.J.S.A.40:55D-53.1, but only as to escrow deposits in excess of \$5,000.00. The Board shall disburse funds from Applicant's escrow deposit/s in accordance with its established procedures, including signed vouchers, for the payment of professional review fees.

6) **LITIGATION.** The Applicant shall be responsible for all expenses incurred by the Board as a result of litigation arising out of the non-performance by the Applicant of this escrow agreement, including but not limited to all costs and expenses of collection.

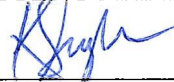
**IN WITNESS WHEREOF**, the Applicant and Board, by their duly authorized representative(s), have set their hands and seals as of the date first written above.

Witness as to Applicant:



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Blue Stone Cathy Lane LLC  
PRINT NAME OF APPLICANT



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**SIGNATURE** Of Applicant **OR**  
Representative

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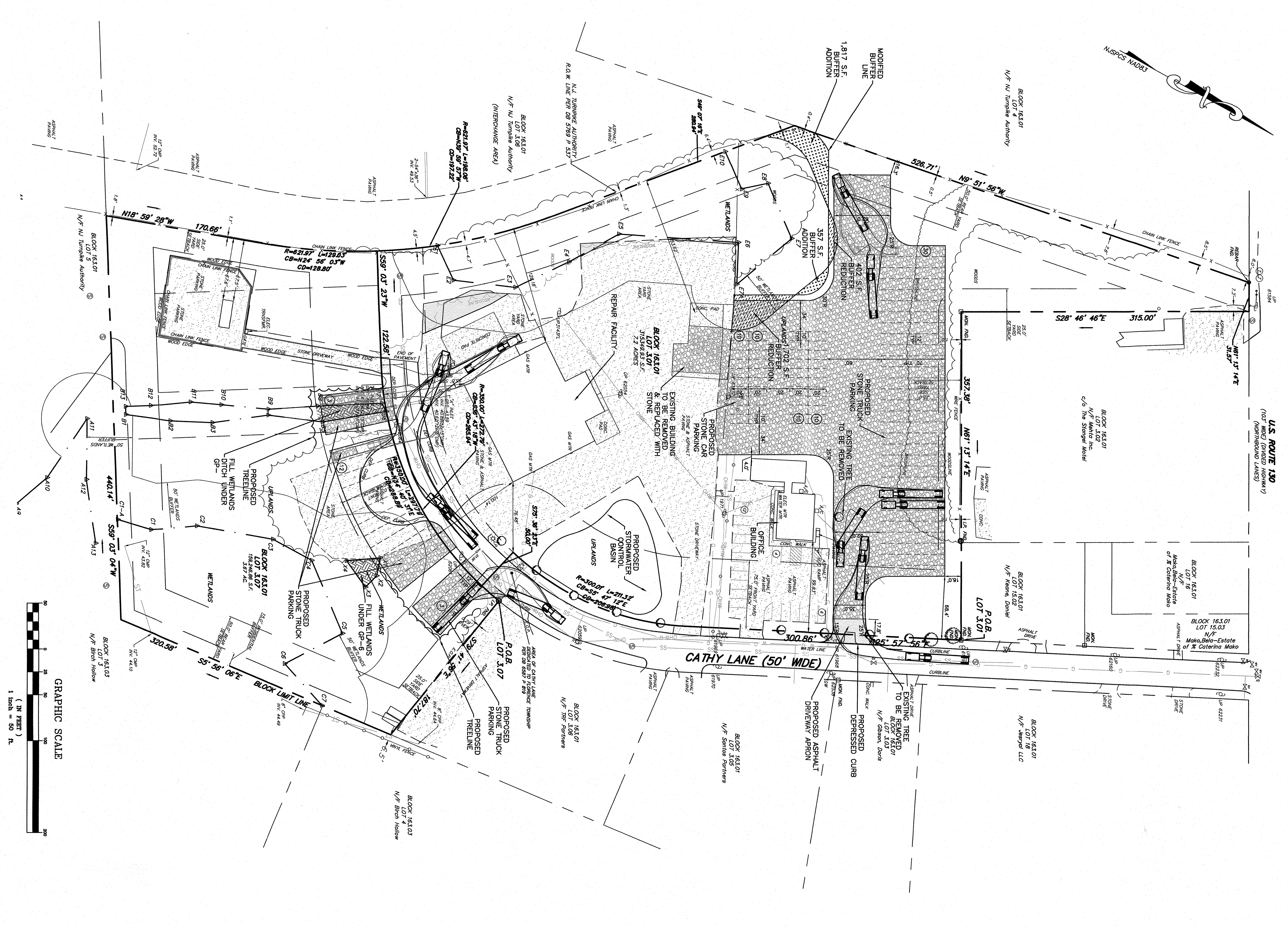
Title of Representative

Witness as to Board:

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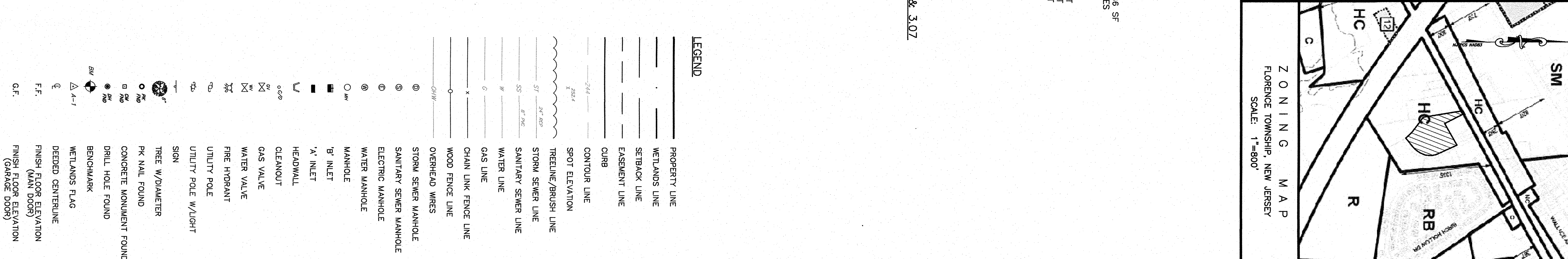
FLORENCETOWNSHIP  
PLANNING/ZONING BOARDS

BY: \_\_\_\_\_  
Anne-Marie Hellmann, Board Clerk



**PROPERTY OWNERS WITHIN 200 FT. OF BLOCK 163.01, LOTS 3.01 & 3.02**

BLK LOT	DATE	OWNER	PROPERTY LOCATION	APPT. LOTS
163 1	10/12/2014	EMERSON CANADA	2071 US 130	3
163 2	10/12/2014	EMERSON CANADA	2071 US 130	3
163 3	10/12/2014	EMERSON CANADA	2071 US 130	3
163 4	10/12/2014	EMERSON CANADA	2071 US 130	3
163 5	10/12/2014	EMERSON CANADA	2071 US 130	3
163 6	10/12/2014	EMERSON CANADA	2071 US 130	3
163 7	10/12/2014	EMERSON CANADA	2071 US 130	3
163 8	10/12/2014	EMERSON CANADA	2071 US 130	3
163 9	10/12/2014	EMERSON CANADA	2071 US 130	3
163 10	10/12/2014	EMERSON CANADA	2071 US 130	3
163 11	10/12/2014	EMERSON CANADA	2071 US 130	3
163 12	10/12/2014	EMERSON CANADA	2071 US 130	3
163 13	10/12/2014	EMERSON CANADA	2071 US 130	3
163 14	10/12/2014	EMERSON CANADA	2071 US 130	3
163 15	10/12/2014	EMERSON CANADA	2071 US 130	3
163 16	10/12/2014	EMERSON CANADA	2071 US 130	3
163 17	10/12/2014	EMERSON CANADA	2071 US 130	3
163 18	10/12/2014	EMERSON CANADA	2071 US 130	3
163 19	10/12/2014	EMERSON CANADA	2071 US 130	3
163 20	10/12/2014	EMERSON CANADA	2071 US 130	3
163 21	10/12/2014	EMERSON CANADA	2071 US 130	3
163 22	10/12/2014	EMERSON CANADA	2071 US 130	3
163 23	10/12/2014	EMERSON CANADA	2071 US 130	3
163 24	10/12/2014	EMERSON CANADA	2071 US 130	3
163 25	10/12/2014	EMERSON CANADA	2071 US 130	3
163 26	10/12/2014	EMERSON CANADA	2071 US 130	3
163 27	10/12/2014	EMERSON CANADA	2071 US 130	3
163 28	10/12/2014	EMERSON CANADA	2071 US 130	3
163 29	10/12/2014	EMERSON CANADA	2071 US 130	3
163 30	10/12/2014	EMERSON CANADA	2071 US 130	3
163 31	10/12/2014	EMERSON CANADA	2071 US 130	3
163 32	10/12/2014	EMERSON CANADA	2071 US 130	3
163 33	10/12/2014	EMERSON CANADA	2071 US 130	3
163 34	10/12/2014	EMERSON CANADA	2071 US 130	3
163 35	10/12/2014	EMERSON CANADA	2071 US 130	3
163 36	10/12/2014	EMERSON CANADA	2071 US 130	3
163 37	10/12/2014	EMERSON CANADA	2071 US 130	3
163 38	10/12/2014	EMERSON CANADA	2071 US 130	3
163 39	10/12/2014	EMERSON CANADA	2071 US 130	3
163 40	10/12/2014	EMERSON CANADA	2071 US 130	3
163 41	10/12/2014	EMERSON CANADA	2071 US 130	3
163 42	10/12/2014	EMERSON CANADA	2071 US 130	3
163 43	10/12/2014	EMERSON CANADA	2071 US 130	3
163 44	10/12/2014	EMERSON CANADA	2071 US 130	3
163 45	10/12/2014	EMERSON CANADA	2071 US 130	3
163 46	10/12/2014	EMERSON CANADA	2071 US 130	3
163 47	10/12/2014	EMERSON CANADA	2071 US 130	3
163 48	10/12/2014	EMERSON CANADA	2071 US 130	3
163 49	10/12/2014	EMERSON CANADA	2071 US 130	3
163 50	10/12/2014	EMERSON CANADA	2071 US 130	3



**NOTES:**

1. LOT AND BLOCK NUMBERS REFER TO TOWNSHIP OF FLORENCE TAX MAP SHEET NUMBER 14.
2. THIS PLAN WAS PREPARED USING A TITLE REPORT PREPARED BY TROBERT ASSOCIATES, INC. ON 10/12/2024. THE PARCEL IS SUBJECT TO ANY AND ALL RECORDS, ENCUMBRANCES AND DISBURSANCES RECORDED AND NOT RECORDED.
3. PLAN ZONING REFERENCES:
  - A. PLAN OF STONEY & TOWNSHIP, BLOCK 163.01 - LOTS 3.01 & 3.02
  - B. PLAN OF STONEY & TOWNSHIP, BLOCK 163.01 - LOT 3.01 REBERRED BY AN LUTZON OF MT. HOLLY, NJ, DATED MAY 1, 2007, REVERSED TO LOT 3.01 AND THE SURVEY - LOTS 3.01 AND 3.07 PREPARED BY MORGAN ENGINEERING AND SURVEYING DATED NOVEMBER 23, 2019.
  - C. LOT 3.02 AND THE SURVEY - LOTS 3.01 AND 3.07 PREPARED BY MORGAN ENGINEERING AND SURVEYING DATED NOVEMBER 23, 2019.
  - D. DEED BOOK 6487 - PAGE 745 (PLOT LOT 3.01)
  - E. DEED BOOK 6487 - PAGE 746 (PLOT LOT 3.07)
4. ALL BEARING SHOWN ON THIS PLAN HAVE BEEN OBTAINED TO NEW JERSEY STATE PLANE COORDINATE SYSTEM AND ABOVE REFERENCED DEED IS 3099'6" COUNTER-CLOCKWISE.
5. THE BOUNDARY SHOWN ON THIS PLAN CLOSSES IN ACCORDANCE WITH THE BOARD OF DIRECTORS OF THE NEW JERSEY SOCIETY OF PROFESSIONAL LAND SURVEYORS (1 IN 5000) ACTUAL CLOSURE LOT 3.01 (1,247,502.2) HORIZONTAL DISTANCE = 4.50' AND 93'.
6. HORIZONTAL DISTANCE = 4.50' AND 93'.
7. HORIZONTAL FEATURES SHOWN ON THIS PLAN WERE LOCATED BY STOUT & CALDWELL ENGINEERS, LLC FIELD CREW ON OR ABOUT AUGUST 9, 2019. THE AREAS IDENTIFIED ON THIS PLAN, ONLY, CONDITIONS EXISTING AT THAT TIME ARE REFLECTED ON THIS PLAN.
8. SURFACE FEATURES SUCH AS INLETS, MANHOLES, WATER VALVES, GAS VALVES, ETC. WERE LOCATED BY FIELD SURVEY THERE MAY BE OTHER FEATURES NOT SHOWN ON THIS PLAN. THE LOCATION OF ALL FEATURES NOT SHOWN ON THIS PLAN, SIZE AND LOCATION OF ALL FEATURES NOT SHOWN ON THIS PLAN, MUST BE VERIFIED BY THE APPLICANT.
9. AREAS OCCUPIED BY TREES, VEGETATION MAY NOT CONFORM TO NATIONAL MAP ACCURACY STANDARDS.
10. THE SUBJECT PROPERTY IS LOCATED IN AN AREA DETERMINED TO BE IN THE FLOOD HAZARD ZONE OUTSIDE OF ANNUAL FLOOD HAZARD, AS INDICATED ON THE FLOOD INSURANCE RATE MAP, BRUNSWICK COUNTY, NUMBER: 44088 0701 P. MAP NUMBER: 300003031, ESTABLISHED DATE: DECEMBER 21, 2017.
11. FRESHWATER WETLANDS SHOWN AS PER APPROVED PLAN PER NJDEP FILE # 2019-22-50021.

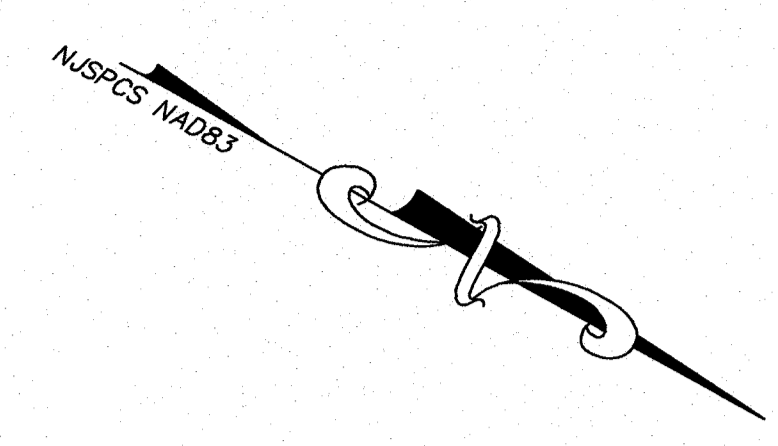
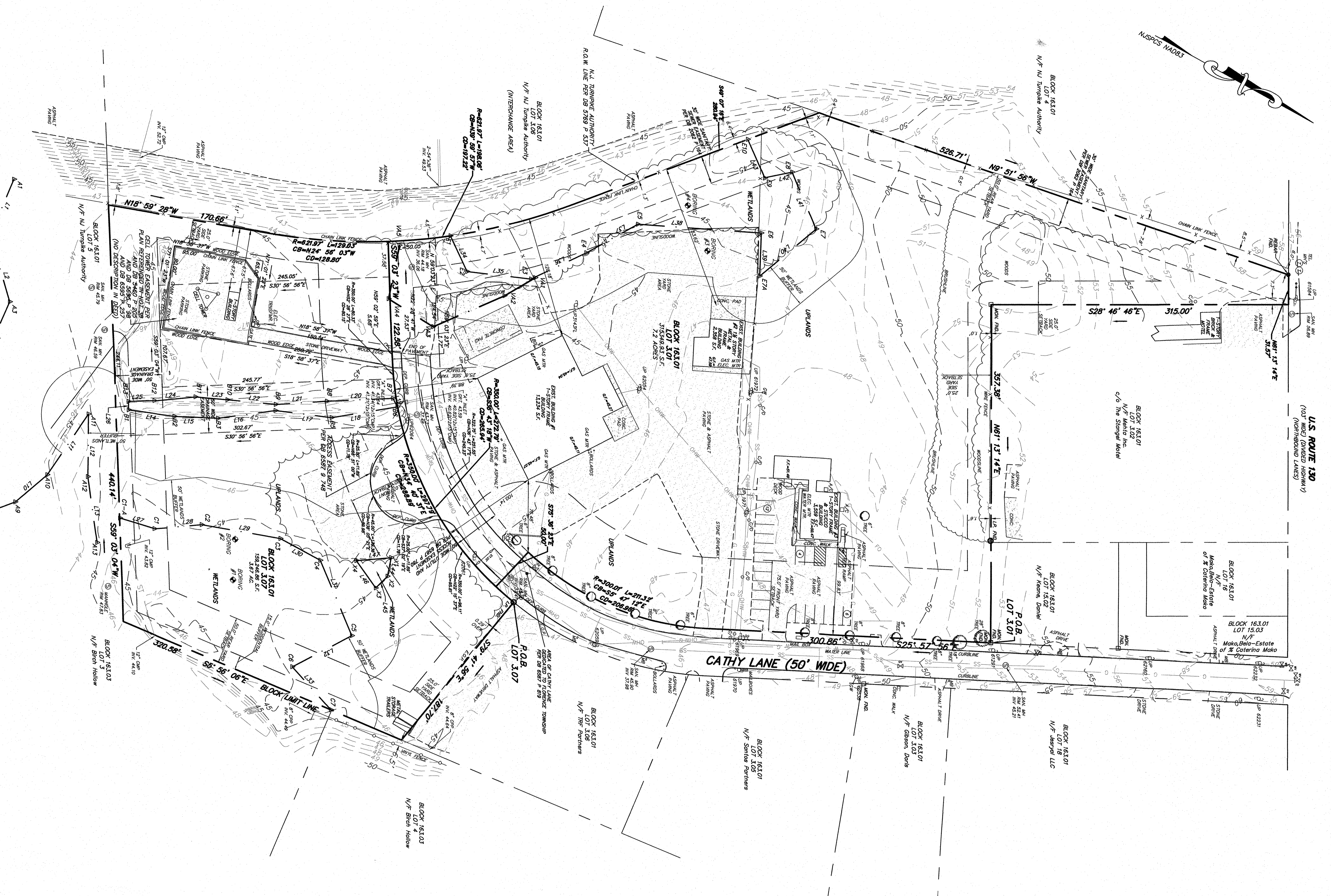
**LEGEND:**

- PROPERTY LINE
- WETLANDS LINE
- SETBACK LINE
- EASEMENT LINE
- CONTOUR LINE
- SPOT ELEVATION
- TREELINE/BRUSH LINE
- STORM SEWER LINE
- SANITARY SEWER LINE
- WATER LINE
- CHAIN LINK FENCE LINE
- WOOD FENCE LINE
- OVERHEAD WIRES
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- ELECTRIC MANHOLE
- WATER MANHOLE
- MANHOLE
- 'X' INLET
- 'Y' INLET
- HEADWALL
- CLEANOUT
- GAS VALVE
- WATER VALVE
- FIRE HOSEANT
- UTILITY POLE
- UTILITY POLE W/LIGHT
- IRON W/DIAMETER
- PK. NAIL FOUND
- CONCRETE MONUMENT FOUND
- BRILL HOLE FOUND
- BRONCHMARK
- WETLANDS FLAG
- DEEDED CENTERLINE
- FINISH FLOOR ELEVATION (GARAGE DOOR)

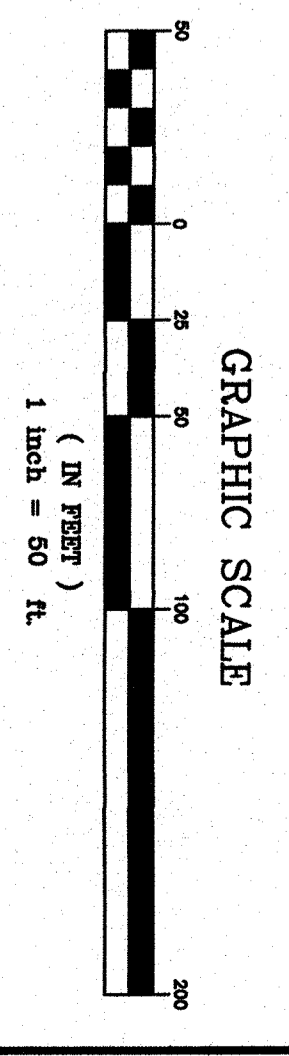
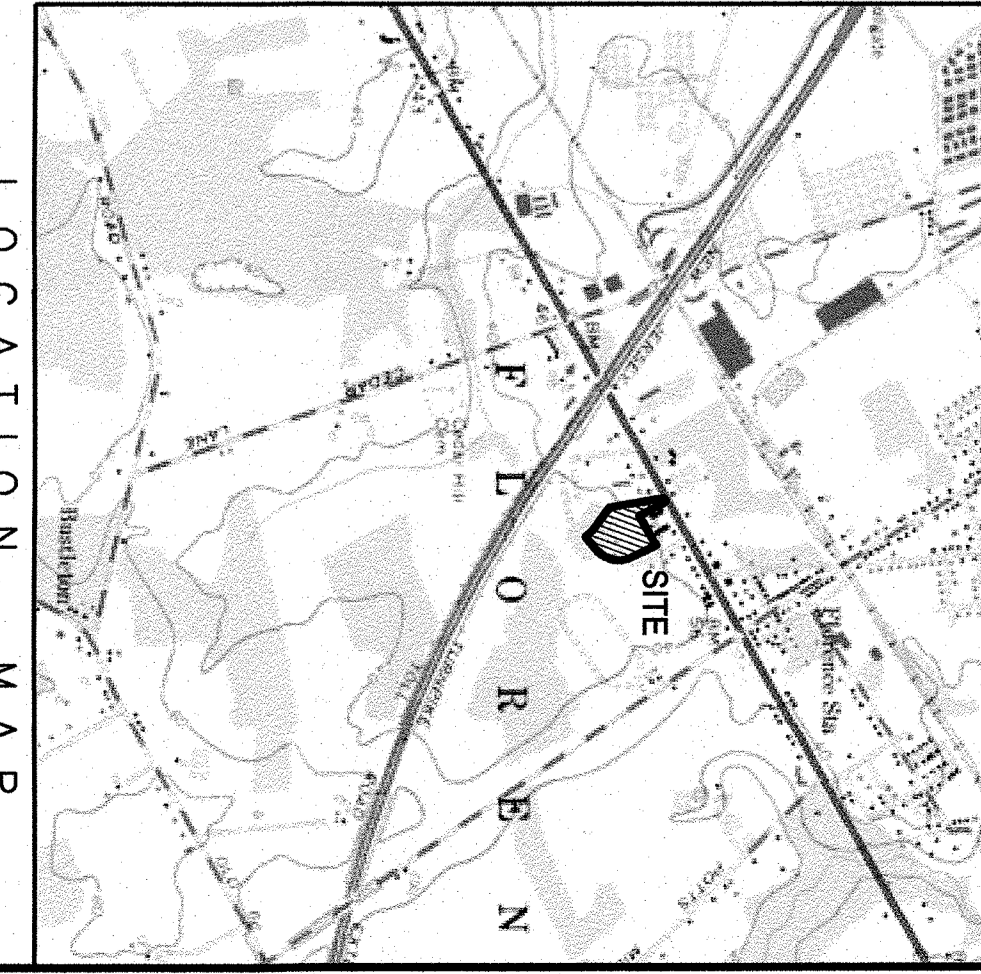
**USE VARIANCE PLAN**

**MARK E. MALINOWSKI**  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 366539

**STOUT & CALDWELL ENGINEERS, LLC**  
705 U.S. Route 130 South - P.O. Box 22390  
Cinnaminson, NJ 08077  
OFFICE 856.796.2202 FAX 856.786.3050  
www.stoutandcaldwell.com



- NOTES:**
1. LOT AND BLOCK NUMBERS REFER TO TOWNSHIP OF FLORENCE TAX MAP SHEET NUMBER 14.
  2. THIS PLAN WAS PREPARED USING A 1/4" = 100' SCALE. THE PLAN IS SUBJECT TO ANY REVISIONS, CORRECTIONS, AND ENCUMBRANCES RECORDED AND NOT SHOWN HEREON.
  3. PLAN MADE REFERENCE TO:
    - A. FLORENCE TOWNSHIP, TOPOGRAPHY BLOCK 163.01 - LOTS 3.01 & 3.02
    - B. PLAN OF LINDSEY SUBDIVISION, BLOCK 163.01 - LOT 3.01, PREPARED BY STOUT & CALDWELL ENGINEERS, L.L.C. DATED AUGUST 14, 2019
    - C. JULY 10, 2007, PLAN OF LINDSEY SUBDIVISION, BLOCK 163.01, PREPARED BY STOUT & CALDWELL ENGINEERS, L.L.C. DATED AUGUST 14, 2019
    - D. DEED BOOK 6487 - PAGE 785 (FOR LOTS 3.01 & 3.02)
  4. ALL BEARINGS SHOWN ON THIS PLAN HAVE BEEN BOVATED TO NEW JERSEY STATE PLANE COORDINATE SYSTEM, ANGLE OF ROTATION BETWEEN DEED IS 308.987' COUNTER-CLOCKWISE. SYSTEM AND ANGLE (RE) DERIVED BY WILSON ENGINEERING AND SURVEYING DATED NOVEMBER 25, 2021.
  5. THE BOUNDARY SHOWN ON THIS PLAN GROSS IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY BOUNDARY SURVEY ADAPTED BY THE SURVEYING BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF NEW JERSEY (IN 5000) ACTUAL CORNER LOT 3.01 1:287,003.2
  6. VERTICAL DATUM = NAVD 83
  7. THIS PLAN WAS PREPARED BY STOUT & CALDWELL ENGINEERS, L.L.C. FIELD CREW ON OR ABOUT AUGUST 9, 2019 AND DATED TO OCTOBER 11, 2019. ONLY CONDITIONS EXISTING AT THAT TIME ARE SHOWN ON THIS PLAN.
  8. SURFACE FEATURES SUCH AS TREES, MANHOLES, WATER VALVES, GAS VALVES, ETC. WERE LOCATED BY FIELD SURVEY. THERE MAY BE OTHER UNDETERMINED SURFACE FEATURES, THE LOCATION OF WHICH ARE UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPLICABLE UTILITIES.
  9. THESE OBSERVATIONS MAY NOT CORRESPOND TO ANY OTHER SURVEYING INFORMATION.
  10. THE SUBJECT PROPERTY IS LOCATED IN AN AREA DETERMINED TO BE IN A FLOOD HAZARD ZONE. THE ZONE OF HAZARD FLOOD HAZARD, AS INDICATED ON THE FLOOD INSURANCE RATE MAP, BURLINGTON COUNTY, NEW JERSEY (FIRM JURISDICTION), PANEL 131 OF 641, COMMUNITY PANEL, NEW JERSEY, JULY 11, 2017, MAP NUMBER S4805251N, SURVEY DATED DECEMBER 21, 2017.
  11. FRESHWATER WETLANDS SHOWN AS PER APPROVED PLAN PER NJDEP FILE # 0315-22-00021.



**LEGEND**

	PROPERTY LINE
	WETLANDS LINE
	SETBACK LINE
	EASEMENT LINE
	CURBS
	CONTOUR LINE
	SPOT ELEVATION
	TRENCH/BRUSH LINE
	STORM SEWER LINE
	SANITARY SEWER LINE
	WATER LINE
	GAS LINE
	CHAIN LINK FENCE LINE
	WOOD FENCE LINE
	OVERHEAD WIRES
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	ELECTRIC MANHOLE
	WATER MANHOLE
	MANHOLE
	B INLET
	M INLET
	HEADWALL
	CLEANOUT
	GAS VALVE
	WATER VALVE
	FIRE HYDRANT
	UTILITY POLE
	UTILITY POLE W/LOAD
	SIGN
	TREE W/DIAMETER
	PK NAIL FOUND
	CONCRETE MONUMENT FOUND
	SOIL BORING
	WETLANDS FLAG
	DEEDED CENTERLINE
	PHOTO LOCATION DIRECTION & NO.

**BLUE STONE CATHY LANE LLC**  
 61 CATHY LANE  
 FLORENCE, NJ 08016

**ROBERT R. STOUT**  
 PROFESSIONAL ENGINEER  
 PROFESSIONAL LAND SURVEYOR  
 N.J. LICENSE NO. 38421

**STOUT & CALDWELL ENGINEERS, LLC**  
 705 U.S. Route 130 South - P.O. Box 2290  
 Flemington, NJ 08520  
 OFFICE 856.786.2202 FAX 856.786.3090  
 www.stoutcaldwell.com

**PLAN OF SURVEY**  
 61 CATHY LANE  
 BLOCK 163.01 - LOT 3.01  
 TAX MAP SHEET #14  
 LAND SURVEY IN  
 FLORENCE TOWNSHIP  
 BURLINGTON COUNTY - NEW JERSEY

Scale: 1" = 50'  
 Drawn by: CDC  
 Checked by: RRS  
 Date: 07/01-006C

Sheet No.: 1 OF 1  
 Drawing No.: PS-1



# PARKER McCAY

Parker McCay P.A.  
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**John C. Gillespie, Esquire**  
Direct Fax: 856 489-6980  
jgillespie@parkermccay.com

February 22, 2024

File No.: 30750-1

## VIA E-MAIL AND REGULAR MAIL

Thomas J. Colavecchio, Tax Assessor  
Township of Florence  
Florence Township Municipal Building  
711 Broad Street  
Florence, NJ 08518

**Re: 61 Cathy Lane, Florence, NJ 08518  
Block 163.01, Lots 3.01 & 3.07**

Dear Mr. Colavecchio:

This office represents Blue Stone Cathy Lane LLC with regard to a Land Use Application. Pursuant to the Municipal Land Use Law, kindly provide me with a certified list of property owners located within 200 feet of the above-referenced property. I enclose herewith our check in the amount of \$10.00 representing the fee for this service, along with a stamped, self-addressed envelope provided for your convenience.

If you have any questions, please contact me.

Very truly yours,

JOHN C. GILLESPIE

JCG:jth  
Encl.

### VIA E-MAIL ONLY:

cc: Mr. Kuldeep Waraich  
Mr. Sandeep Singh  
Robert R. Stout, P.E., P.L.S.  
Mark E. Malinowski, P.E.

4870-8300-6887, v. 1

COUNSEL WHEN IT MATTERS.™

Mount Laurel, New Jersey | Hamilton, New Jersey | Atlantic City, New Jersey | Camden, New Jersey