

RULS-AD-1981-40

2/11/81

Answer - Bedminster

Consent Order Extending Time to Plead (1/30/81)

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McCarter & English  
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Newark, New Jersey  
(201) 622-4444  
Attorneys for Defendant

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SOMERSET COUNTY  
R. OLSON, CLERK

FEB 20 1981  
Clerk

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: SOMERSET COUNTY  
DOCKET NO. L-12502-80

LEONARD DOBBS,

Plaintiff,

vs.

TOWNSHIP OF BEDMINSTER, a  
municipal corporation,

Defendant.

..... :

Entered

Indexed

Civil Action

ANSWER

RULS - AD - 1981 - 40

Defendant, the Township of Bedminster, a municipal  
corporation of the State of New Jersey, answering the Complaint,  
says:

AS TO THE FIRST COUNT

1. Defendant does not have knowledge sufficient to form  
a belief as to the truth of the allegation of plaintiff's contract  
to purchase the property in question and demands production and  
proof of its contract.

2. Defendant admits it is a municipal corporation; the  
other allegations of paragraph 2 are legal in nature, and defendant  
neither admits nor denies same, leaving plaintiff to his proof.

3. Defendant admits the existence and pendency of an  
action entitled "Allan-Deane Corporation, et al. v. the Township

of Bedminster, et al.," bearing Docket Nos. L-36896-70 P.W. and L-28061-71 P.W.; the existence and entry of various orders, opinions, and judgments therein; and that it has adopted a revised Land Development Ordinance pursuant to and at the direction of the orders of Judge Leahy in said action; and as to the terms and provisions of said orders, opinions, judgments and Land Development Ordinance, demands production and proof from the plaintiff. Except as herein admitted, the allegations of paragraph 3 are denied.

4. Defendant admits that its population will increase in the future, and denies the balance of the planning allegations of said paragraph and leaves plaintiff to his proofs.

5. Defendant admits that there are highways in the Township of Bedminster, as to the legal and planning results thereof leaves plaintiff to his proof, and denies the remaining allegations of paragraph 5.

6. The allegations of paragraph 6 are denied.

7. The allegations of paragraph 7 are in the nature of legal and planning allegations; defendant leaves plaintiff to his proofs. Defendant denies that it is under any duty to rezone or take any special action with respect to plaintiff's property as a result of the court-ordered rezoning or any other reason.

8. Defendant denies that plaintiff has made any request of the Township with respect to its proposed regional retail and commercial shopping center other than a request to the Planning Master George Raymond, appointed as the expert planning master by Judge Leahy in an Order dated February 22, 1980; defendant denies

that plaintiff has exhausted, or indeed even attempted to invoke, the administrative procedures and remedies available to him with respect to the land use planning process of defendant Township. The remaining allegations are denied.

9. Defendant admits that it has not rezoned the land for which plaintiff is allegedly the contract purchaser; that said land is in a R-3 residential zone under the Land Development Ordinance; and defendant denies the remaining allegations of paragraph 9.

10. The allegations of paragraph 10 are denied, and defendant states that plaintiff has failed and refused to resort to the administrative remedies available to him.

11. The allegations of paragraph 11 are denied.

12. Defendant admits that in general an increase in population will result in some increase in the needs of said population for services. Defendant denies that the proposed regional commercial shopping center is responsive to the needs of the future increase in population of the Township. Defendant denies that it is under any obligation to meet any increase in needs by zoning plaintiff's land for a regional shopping center and mall; and defendant states it has already made provision in its Land Development Ordinance for any increase in services and needs required by any increase in the number of dwelling units theoretically possible under the Land Development Ordinance.

13. The allegations of paragraph 13 are denied.

14. The allegations of paragraph 14 are denied, and defendant refers to and incorporates by reference the rulings, orders and judgments of Judge Leahy in the Allan-Deane litigation,

cited, supra.

15. Answering paragraph 15, defendant states that the allegations thereof are legal and planning conclusions; denies such of the allegations as are factual in nature; and leaves plaintiff to his proofs.

16. The allegations of paragraph 16 are denied.

AS TO THE SECOND COUNT

1. Defendant repeats its answers to the First Count.

2. The allegations of paragraph 2 are denied.

3. Defendant admits the existence of a Master Plan adopted in 1977 by Bedminster Township; states that major portions of the Master Plan are inconsistent with and were expressly or impliedly invalidated by Judge Leahy in his rulings, opinions, orders and judgments in the Allan-Deane litigation, in which he exercised exclusive jurisdiction of and supervision over the planning and zoning of land use in Bedminster Township. The portions of the said Master Plan quoted by plaintiff in paragraph 3 of the Second Count of the Complaint are not relevant to or binding on the opinions, orders, rulings and judgments of Judge Leahy in the Allan-Deane litigation or to the Land Development Ordinance enacted under his supervision and at his direction. As to the terms and provisions of said Master Plan, even if relevant, defendant leaves plaintiff to his proofs.

4. Answering paragraph 4, defendant denies that Section 405(A) of the Land Development Ordinance applies any principles quoted in paragraph 3 of the complaint by plaintiff;

defendant denies the remaining allegations of paragraph 4.

5. Answering paragraph 5, defendant denies the allegations thereof and states that its land development ordinance is consistent with development and general welfare and development regulations of neighboring municipalities, Somerset County, the State of New Jersey, and the housing, economic and planning regions in which the Township of Bedminster and the State of New Jersey are located and of which they are a part.

6. The allegations of paragraph 6 are denied.
7. The allegations of paragraph 7 are denied.
8. The allegations of paragraph 8 are denied.
9. The allegations of paragraph 9 are denied.
10. The allegations of paragraph 10 are denied.
11. The allegations of paragraph 11 are denied.

AS TO THE THIRD COUNT

1. Defendant repeats its answers to the allegations of the First and Second Counts.

2. The allegations of paragraph 2 are denied, and defendant denies that it is under any obligation or duty, be it legal or planning, to zone plaintiff's property for a regional shopping center.

3. The allegations of paragraph 3 are denied.

AS TO THE FOURTH COUNT

1. Defendant repeats its answers to the allegations of the First, Second and Third Counts.

2. Defendant admits that the land in question is zoned

for residential purposes.

3. Defendant admits that there are highways in the vicinity of the land in question, and denies that the highest and best use of said land is a relevant test by which to judge the development regulations affecting said property; and denies that any appropriate use of the property is for regional, retail and commercial shopping center purposes.

4. The allegations of paragraph 4 are denied.

5. The allegations of paragraph 5 are denied.

#### AS TO THE FIFTH COUNT

1. Defendant repeats its answers to the allegations of the First, Second, Third and Fourth Counts.

2. The allegations of paragraph 2 are denied.

3. The allegations of paragraph 3 are denied.

4. The allegations of paragraph 4 are denied.

5. The allegations of paragraph 5 are denied.

#### FIRST SEPARATE DEFENSE

The causes of action asserted by plaintiff are barred by doctrines of res judicata and collateral estoppel, by virtue of the rulings, opinions, orders and judgments which have been entered and are to be entered in a litigation entitled "Allan-Deane Corporation, et al. v. the Township of Bedminster," bearing Docket Nos. L-36896-70 P.W. and L-28061-71 P.W., by the Honorable B. Thomas Leahy.

SECOND SEPARATE DEFENSE

Plaintiff has failed to exhaust the administrative remedies available to him and is barred from bringing the within action until he does.

THIRD SEPARATE DEFENSE

The Complaint was not filed within 45 days of the adoption of the Revised Land Development Ordinance, and this action is therefore barred.

DEMAND FOR DOCUMENT REFERRED TO IN PLEADING

Defendant Township of Bedminster demands, pursuant to R.4:18-2, a copy of the contract to purchase referred to in paragraph 1 of the First Count of the complaint, within five days after the service of this Answer upon plaintiff.

McCarter & English  
Attorneys for Defendant

By: Alfred L. Ferguson  
Alfred L. Ferguson  
A Member of the Firm

DATED: February 11, 1981



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SOMERSET COUNTY  
L. R. OLSON, CLERK

Entered  
Indexed

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550 Broad Street  
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(201) 622-4444  
Attorneys for Defendant

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: SOMERSET COUNTY  
DOCKET NO. L-12502-80

X

LEONARD DOBBS, :  
 :  
 Plaintiff, :  
 :  
 -vs- :  
 :  
 TOWNSHIP OF BEDMINSTER, a :  
 Municipal Corporation, :  
 :  
 Defendant. :

Civil Action  
CONSENT ORDER EXTENDING  
TIME TO PLEAD

This matter being opened to the Court by McCarter & English, Esqs. (Alfred L. Ferguson, Esq.), attorneys for defendant; and with the consent of Winne, Banta, Rizzi & Harrington, Esqs. (Joseph L. Basralian, Esq.) attorneys for plaintiff; and good cause appearing;

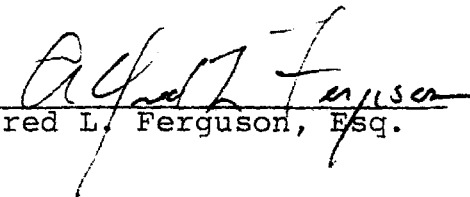
IT IS on this 30th day of January, 1981,  
ORDERED that the time within which defendant Township

of Bedminster may move, answer or otherwise plead be and it here  
is extended (15) days till February 11, 1981.

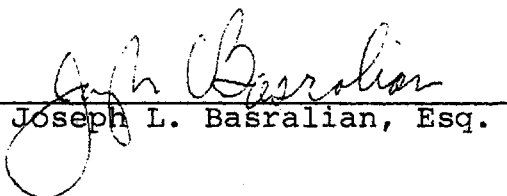
  
WILFRED P. DIANA, J.S.C.

We hereby consent to the form  
and entry of the within Order.

McCarter & English, Esqs.  
Attorneys for Defendant

  
Alfred L. Ferguson, Esq.

Winne, Banta, Rizzi & Harrington  
Attorneys for Plaintiff

  
Joseph L. Basralian, Esq.