

RULS-AD-1984-497

10-29-84

Agreement between Bedminster & EDC

18 pgs.

DT-14 wed  
11/5/84 - EDC

**THIS AGREEMENT** made as of the twenty-ninth (29th) day of October, 1984 by and among THE TOWNSHIP OF BEDMINSTER, a municipal corporation of the State of New Jersey, having an office located at P.O. Box 53, Municipal Building, Hillside Avenue, Bedminster, New Jersey 07921, (hereinafter referred to as the "TOWNSHIP"); ENVIRONMENTAL DISPOSAL CORP., a corporation organized and existing under the laws of the State of New Jersey, having an office located at P.O. Box 509, Route 202-206, Bedminster, New Jersey 079785 (hereinafter referred to as "EDC"); and THE HILLS DEVELOPMENT COMPANY, a joint venture general partnership organized and existing under the laws of the State of New Jersey, having an office located at 3 Burnt Mill Road, Pluckemin, New Jersey 07978 (hereinafter referred to as "HILLS").

**WITNESSETH THAT:**

**WHEREAS**, EDC holds a sewage disposal franchise (hereinafter referred to as the "Franchise") within the TOWNSHIP pursuant to a certain resolution (hereinafter referred to as the "Resolution") adopted by the Township Committee of the TOWNSHIP on March 16, 1981, a copy of which is marked Exhibit "A" attached hereto and by this reference made a part hereof as fully as if set out herein, which Resolution grants EDC the right to construct, operate, maintain and manage a sewage disposal plant (hereinafter referred to as the "Plant") and system on the lands described on Schedule "A" attached to the Resolution; and

**WHEREAS**, the TOWNSHIP is in litigation with HILLS and certain plaintiffs represented by The New Jersey Department of The Public Advocate regarding the development and zoning of certain lands in the TOWNSHIP, which litigation is titled Allan-Deane Corporation v. Township of Bedminster Docket Nos. L-36896-70 P.W. and L-2801-71 P.W. (hereinafter referred to as the "Litigation"); and

RULS-AD -  
1984-497

**WHEREAS**, the TOWNSHIP and HILLS desire EDC to provide for the expansion of the Plant and Franchise so as to settle said Litigation and promote the development of certain lands in the TOWNSHIP; and

**WHEREAS**, EDC is willing to provide for the expansion of the Plant and Franchise so as to benefit the existing Franchise and promote the development of certain lands in the TOWNSHIP upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the foregoing, the truth and accuracy of which is hereby acknowledged, and in consideration of the mutual promises and covenants herein set forth, the adequacy of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## ARTICLE I

### CONDITIONS PRECEDENT

**Section 1.01** To Obligations of TOWNSHIP. It shall be a condition precedent to the satisfaction of the obligations of the TOWNSHIP hereinafter set forth in this Agreement that the TOWNSHIP shall have received a judgment of compliance with respect to its zoning obligations under the requirements of Mt. Laurel II in the Litigation within \_\_\_\_\_ ( ) days from the date hereof.

**Section 1.02** To Obligations of EDC. It shall be a condition precedent to the satisfaction of the obligations of EDC hereinafter set forth in this Agreement, that:

A. The TOWNSHIP shall completely fulfill its obligations as set forth in Article II hereinafter within \_\_\_\_\_ ( ) days from the date hereof; and

B. That the TOWNSHIP shall rezone that certain property known as Lot 1, Block 59 on the tax maps of the TOWNSHIP so as to permit the

construction and development thereon of not more than nine hundred twenty-eight (928) single family attached dwelling units in accordance with the May 25, 1984 order of the court in the Litigation within \_\_\_\_\_ ( ) days from the date hereof.

## ARTICLE II

### OBLIGATIONS OF TOWNSHIP

**Section 2.01. Amendment of Resolution.** The TOWNSHIP agrees that it shall cause a resolution to be adopted by the Township Committee of the TOWNSHIP at the next regularly scheduled meeting of said Township Committee (hereinafter referred to as the "Amendment") which shall revise the Franchise heretofor granted upon terms and conditions which shall provide the following:

A. Explicitly recognize that EDC has been and remains not in default under the terms and conditions upon which the Franchise was granted.

B. Amend the Resolution so as to extend the period of time in which EDC must install sewer lines and appropriate stubs for those structures existing within the franchise area at the time of the grant of the Franchise in accordance with the phasing schedule described and shown on Exhibit "B" attached hereto and by this reference made a part hereof as fully as if set out herein.

C. Amend the Resolution so as to provide that if any provision of the Franchise shall be adjudged invalid by any governmental agency or authority, such provision shall not affect nor invalidate the remainder of the Franchise in order to carry out the purpose and intent of this Agreement.

D. Provide that in the event of any conflict between the terms and conditions of the Franchise as originally granted and the terms and conditions of the Franchise as amended by the Amendment, then the terms and conditions of the Amendment shall control.

E. Provide for the expansion of the franchise area so as to include within its scope the area known as Lot 1 Block 43A on the tax maps of the TOWNSHIP conditioned upon the provisions set forth in Sections 3.01, 3.02 and 3.04 of Article III hereinbelow.

F. Provide that the obligation of EDC to serve the expanded franchise area with sewage treatment service is based solely upon the proposed zoning as set forth in the "compliance package" presented to the Court in the Litigation and the franchise area set forth in said compliance package, and that EDC shall have no obligation to service a greater number of structures than that currently anticipated if, as a result of rezoning, higher densities result from any such rezoning.

G. Provide that this Agreement is affirmed and ratified in its entirety.

**Section 2.02. Acquisition of Property.** The TOWNSHIP recognizes and agrees that the expansion of the Plant as contemplated in Article II hereinbelow requires the acquisition of certain real property lying and situate in the TOWNSHIP being a portion of Lot 1, Block 54A on the tax maps of the TOWNSHIP and more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof as fully as if set out herein (hereinafter referred to as the "Acquisition Property") which Acquisition Property is presently owned by the State of New Jersey. The TOWNSHIP shall forthwith proceed to acquire the Acquisition Property from the State of New Jersey, and upon such acquisition shall immediately convey same to EDC by Bargain and Sale Deed with Covenants against Grantor's Acts at the actual consideration paid to the State of New Jersey for such acquisition, plus its reasonable attorney's fees.

**ARTICLE III  
EXPANSION**

**Section 3.01. Permit.** Upon adoption of the Amendment EDC shall forthwith provide notice to all owners of record of real property within the lands known as Lot 1, Block 43A on the tax maps of the TOWNSHIP of its intention to apply for an expansion permit for the Plant so as to permit an increase in the capacity of the Plant to treat waste water to up to approximately one million eight hundred thousand (1,800,000) gallons per day and informing them that their property shall not be included within the area for which EDC shall make application to the New Jersey Board of Public Utility Commissioners (hereinafter referred to as the "BPU") for an expansion of its franchise area unless they enter into an agreement with EDC acceptable to EDC within three (3) months of the date of receipt of such notice or ninety (90) days of the date of receipt by EDC of Stage 2 approval from the DEP, whichever shall last occur, concerning the payment of the cost their proportionate share of the expansion of the Plant and all costs incurred in bringing sewer service to their real property. Thereafter EDC shall forthwith make application, at its sole cost and expense, to the appropriate authorities, including, without limitation, the TOWNSHIP, the BPU and the DEP, for the expansion of the Plant.

**Section 3.02. Expansion of Franchise.** A. Upon receipt from the DEP of a Discharge Allocation Certificate permitting the discharge of effluent into the North Branch Raritan River in an amount equal to the total sewage treatment capacity for which an expansion permit shall be applied for, and prior to the construction of the expansion of the sewage treatment plant and system of EDC, EDC shall forthwith make application, at its sole cost and expense, to the appropriate authorities, including, without limitation, the TOWNSHIP and the BPU, for expansion of the franchise area so as to include therein all real property within Lot 1, Block 43A on the tax maps of the TOWNSHIP whose

owners of record have entered into an acceptable agreement with EDC concerning the costs of expansion of the Plant and all costs incurred in bringing service to their property (hereinafter referred to as the "Expansion Area").

B. The TOWNSHIP expressly agrees that upon application by EDC to the TOWNSHIP for expansion of the franchise area pursuant to subparagraph A of this Section 2.03, the TOWNSHIP shall forthwith grant such application pursuant to a duly authorized resolution, which resolution shall be submitted for approval by the BPU. In addition, the TOWNSHIP specifically agrees that while such application to the TOWNSHIP is pending and prior to the expansion of the franchise area pursuant to subparagraph A of this Section 3.02, no other franchise for sewage treatment and/or disposal services shall be granted by the TOWNSHIP to any party other than EDC or a party to whom EDC has granted its consent with respect to the real property known as Lot 1, Block 43A on the tax maps of the TOWNSHIP.

**Section 3.03**     Senior Citizen Discount. After approval by the BPU of the petition of EDC to expand its franchise area as contemplated pursuant to this Agreement, and upon the construction of housing within the franchise area perpetually reserved for the use of senior citizens, EDC shall forthwith submit in its next filed rate proceedings a petition to the BPU for approval of such discount in the rates to be charged to senior citizens as may be applicable taking into account the probability, if any, of reduced water consumption by such senior citizens.

**Section 3.04.**     Conditional Obligation. Notwithstanding anything in this Agreement to the contrary, it is hereby expressly understood and agreed that the obligation of EDC to serve the Expansion Area shall be conditional upon receipt by EDC of a final NJPDES permit and NJDEP Authorization to Discharge and Operating Permit allowing EDC to discharge effluent into the North Branch

Raritan River to the extent set forth in and in accordance with the provisions of Section 4.03 of Article IV hereinbelow and approval of this Agreement from the BPU.

#### **ARTICLE IV**

##### **COVENANTS OF TOWNSHIP**

**Section 4.01**     Approvals. The TOWNSHIP agrees that it shall process on an expedited basis the application of EDC for preliminary and final site plan and subdivision approval for the Acquisition Property together with any and all other applicable approvals directly or indirectly related to the expansion of the Plant and franchise.

**Section 4.02**     Support. The TOWNSHIP agrees that it shall support and cooperate with EDC in processing and obtaining any necessary modifications, waivers and/or approvals of any governmental plans, including, without limitation, the Upper Raritan Water Quality Management Plan (208 Plan) and the Upper Raritan Watershed Wastewater Facilities Plan (201 Plan), as shall be reasonably required by EDC to effectuate the purpose and intent of this Agreement.

#### **ARTICLE V**

##### **PRIORITIZATION**

**Section 5.01**     Priority of Capacity. EDC warrants and represents that the sewage treatment capacity of the Plant is eight hundred fifty thousand (850,000) gallons per day, that eight hundred thousand (800,000) gallons per day of the sewage treatment capacity of the Plant are allocated to certain lands now or formerly owned by HILLS, that fifty thousand (50,000) gallons per day of the sewage treatment capacity of the Plant are allocated to lands pursuant to the



Franchise. The TOWNSHIP agrees that the obligation of EDC to serve the Franchise Area, including the Expansion Area with sewage treatment services is only to the extent that excess sewage treatment capacity is or becomes available. Therefore, in the event that EDC shall receive a Discharge Allocation Certificate from the DEP permitting the discharge of effluent into the North Branch Raritan River in excess of that amount currently permitted but less than the amount for which EDC shall have applied, then any obligation, including any territorial obligation, of EDC to serve with sewage treatment capacity the new construction within its franchise areas, as expanded to include Lot 1 Block 43A on the tax maps of the TOWNSHIP, shall be abated in the following sequence until such time as additional treatment capacity becomes available:

- A. First, new commercially zoned areas for which no contract with EDC exists as of the date of this Agreement for the provision of sewage treatment service.
- B. Second, residentially zoned areas which do not comprise areas designated as a part of the TOWNSHIP'S or any other governmental entity's low and moderate compliance package.
- C. Last, residentially zoned areas which comprise a part of the low and moderate compliance package of the TOWNSHIP or any other governmental entity abated on a prorata basis throughout all franchise areas of EDC.

All parties to this Agreement recognize and agree that the prioritization set forth above may not comply with the present rules and regulations of BPU and EDC will petition the BPU for approval of the above stated prioritization, including any necessary waivers or modification of any rules and regulations contrary thereto. Further all parties recognize that the prioritization set forth above is contingent upon approval by the BPU or court order to the BPU mandating such approval.

**ARTICLE VI**  
**MISCELLANEOUS**

**Section 6.01. Force Majeure.** In the event that either party is prevented from completing any obligation referred to herein, by reason of any Act of God or any other reason beyond the reasonable control of such party, including without limitation weather, strikes, unavailability of materials and building moratorium, and delay by governments or agencies with respect to any necessary approvals or permits directly or indirectly related to any subject of this Agreement the time of such performance by either party shall be extended by a time equal to the amount of such delay, provided that neither party shall be entitled to claim such delay unless it has promptly notified the other party in writing of such delay and the cause thereof.

**Section 6.02. BPU Approval.** The TOWNSHIP expressly acknowledges and agrees that EDC is subject to the jurisdiction of and regulation by the BPU and that the obligations to be performed by EDC pursuant to this Agreement maybe contingent upon approval from the BPU and other necessary governmental entities or agencies.

**Section 6.03 Notices.** All written notices required under this Agreement shall be given by certified mail as follows:

- |                 |  |
|-----------------|--|
| IF TO TOWNSHIP: | John M. Schoenberg<br>Municipal Building<br>Hillside Avenue<br>P.O. Box 53<br>Bedminster, New Jersey 07921 |
| IF TO EDC:      | Neil V. Callahan<br>Environmental Disposal Corporation<br>P.O. Box 509<br>Pluckemin, New Jersey 07978      |
| IF TO HILLS:    | John H. Kerwin<br>The Hills Development Company<br>3 Burnt Mill Road<br>Pluckemin, New Jersey 07978        |

WITH A COPY TO:

Daniel F. O'Connell, Esquire  
Lanigan, O'Connell & Chazin  
150 North Finley Avenue  
P.O. Box 403  
Basking Ridge, New Jersey 07920

WITH A COPY TO:

Michael D. Masanoff, Esquire  
Brener, Wallack & Hill  
2-4 Chambers Street  
Princeton, New Jersey 08540

**Section 6.04. Captions.** Marginal captions and titles to this Agreement are of convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Agreement.

**Section 6.05. Validity.** If any provisions of this Agreement shall be held to be invalid, void or unenforceable, the parties shall, within thirty (30) days of such determination, agree to restructure this Agreement so as to carry out the intent of this Agreement.

**Section 6.06. No Partnership.** Nothing in this Agreement shall create a partnership or joint venture between the parties, and except as herein expressly provided to the contrary the parties expressly disclaim and waive any right to share in each others profits and losses and any right to act by or on behalf of each other.

**Section 6.07. Construction.** This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey.

**Section 6.08. Mutual Cooperation.** TOWNSHIP and EDC agree to mutually cooperate as required to carry out the intent of this Agreement. TOWNSHIP and EDC each agree to join with the other as requested in executing such necessary consents, maps, applications for governmental approvals and permits and other

documents as required for the installation of sewer and other incidental matters to fulfill the purpose and intent of this Agreement.

**Section 6.09. Default.** Any default in the terms and conditions of this Agreement or of the terms and conditions of any schedule or exhibit attached hereto shall be a substantial and material default in the terms of this Agreement.

**Section 6.10. Preparation.** The parties acknowledge that this Agreement was prepared jointly and, therefore, this Agreement shall be construed on a parity as between the parties.

**Section 6.11. Waiver.** Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of these provisions.

**Section 6.12. Recording.** This Agreement, or any part thereof, shall not be recorded without the prior consent of EDC, HILLS and TOWNSHIP attached to any such instrument prepared for recording. Any recording in violation of this provisions shall be void ab initio and any party who records this Agreement, or any part thereof, shall be liable for attorneys' fees and costs resulting to clear said recorded instrument from the records.

**Section 6.13. Entire Agreement.** This Agreement and the Exhibits attached hereto contains the entire agreement between the parties. No representative, agent or employee of EDC, HILLS or the TOWNSHIP has been authorized to make any representations or promises with reference to this Agreement or to vary, alter or modify the terms hereof. No additions, changes or modification, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the parties hereto.

**Section 6.14. Successors.** This Agreement shall be binding upon the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

ATTEST:

ENVIRONMENTAL DISPOSAL  
CORP.

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

TOWNSHIP OF BEDMINSTER

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

THE HILLS DEVELOPMENT  
COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

*October 26, 1984*  
*[Signature]*

*October 29, 1984*  
*[Signature]*

## EXHIBIT "B"

Sewer lines and appropriate stubs for structures existing within the franchise area on June 2, 1983 shall be extended in accordance with the following phasing:

1. Sewer lines shown marked in pink on the drawings attached hereto and by this reference made a part hereof as fully as if set out hereto (the "Drawings") shall, subject to the acquisition of all necessary easements, be installed by December 31, 1984.

2. Sewer lines shown marked in red on the Drawings shall, subject to the acquisition of all necessary easements, be installed by June 31, 1986.

3. Sewer lines shown marked in yellow on the Drawings shall, subject to the acquisition of all necessary easements, be separately constructed and installed when required by a developer under a main extension agreement, and in conformance with EDC's approved Standard Terms and Conditions of Service, which shall provide for the use of more than Fifteen Thousand (15,000.00) gallons per day of sewage treatment capacity.

4. Sewer lines shown marked in violet on the Drawings shall, subject to the acquisition of all necessary easements, be installed by June 30, 1985.

5. Sewer lines shown marked in green on the Drawings shall, subject to the acquisition of all necessary easements, be installed as a component of Route 202/206 road improvements to be made by The Hills Development Company.

6. Sewer lines shown marked in blue on the Drawings shall, subject to the acquisition of all necessary easements, be separately constructed and installed when required by a customer under a main extension agreement, and in conformance with EDC's approved Standard Terms and Conditions of Service, which shall provide for the use of more than Five Thousand (5,000.00) gallons per day of sewage treatment capacity.

RESOLUTION

WHEREAS, The Hills Development Company has made application to the Township of Bedminster for municipal consent and/or a franchise to construct, operate, manage and maintain a sewerage disposal plant and system to service certain lands situate in the Township of Bedminster, County of Somerset, and State of New Jersey, more particularly described in Schedule "A" attached hereto and made a part hereof; and,

WHEREAS, The Hills Development Company represents that it is ready, able and willing to construct the said sewerage disposal plant and system and that it has organized a New Jersey corporation named the Environmental Disposal Corporation which it will cause to petition the Board of Public Utility Commissioners for authority to construct and operate, and, if such authority is granted, to continuously operate, maintain and manage said plant and system in an efficient manner; and,

WHEREAS, it appears to the Township Committee of the Township of Bedminster that the granting of the privilege to construct, operate, and maintain and manage a sewer disposal plant and system on the aforesaid lands is necessary and proper for the public convenience and to properly conserve the public interest,

Now, Therefore, be it RESOLVED by the Township Committee of the Township of Bedminster, County of Somerset, and State of New Jersey, as follows:

1. Municipal consent is hereby given, and a franchise is hereby granted, to Environmental Disposal Corporation to construct, operate, maintain and manage a sewer disposal plant and system on the lands designated and described in Schedule "A" attached hereto and made a part hereof.

2. The foregoing consent and franchise is granted upon the following terms and conditions, and its continued existence and effect shall be dependent upon compliance therewith by the franchisee (hereinafter sometimes referred to as "sewer company"):

A. This franchise grant will not take effect unless and until the New Jersey Department of Environmental Protection grants final approval to operate a treatment works pursuant to N.J.A.C. 7:14-2.23 and the New Jersey Board of Public Utility Commissioners approves the franchise pursuant to N.J.A.C. 48:2-14.

B. The sewer company will install appropriate sewer lines and appropriate stubs for existing structures as approved by the Township Engineer (not including house connections) and will be prepared to provide service to the following areas, in accordance with hookup charges, rates and other such charges as may be approved by the New Jersey Board of Public Utility Commissioners, within 18 months of New Jersey Department of Environmental Protection issuance of Stage 3 Approval for the sewage treatment plant in accordance with N.J.A.C. 7:14-2.23:

a. Existing structures within franchise area except structures located north of Block 59 Lot 11 (current Tax Map); and

b. Proposed structure of City Federal Savings and Loan, if service is requested within 6 months of the issuance of Stage 3 Approval.

C. Copies of all documents required to be filed by the sewer company with New Jersey Board of Public Utility Commissioners and/or the New Jersey Department of Environmental Protection will be additionally filed with the Township Clerk of Bedminster Township.



D. This franchise will terminate upon written notice from the Township Committee to the sewer company, if construction of the sewerage treatment plant is not initiated within 5 years of the issuance of New Jersey Department of Environmental Protection Stage 3 Approval pursuant to N.J.A.C. 7:14-2.23.

E. The Township will have the right of first refusal to purchase the assets of the sewer company upon the same terms as might be offered by any other prospective purchaser.

F. The territory covered by the franchise shall be as set forth on Schedule "A" which is attached hereto and made a part hereof.

G. This sewer franchise may be terminated by resolution of the governing body of the Township of Bedminster, 50 years from the date of its grant, after giving prior notice to the owner of the treatment plant and all affected property owners;

H. Franchisee shall have all liability for any construction claims arising out of the construction of the sewerage treatment plant and sewer lines (excluding house connections) and shall pass said liability on to its subcontractors and agents on this project.

I. If any provision of this franchise shall be adjudged invalid by any court of competent jurisdiction or by the Board of Public Utility Commissioners, such provision shall not affect or invalidate the remainder of this franchise and, to this end, the provisions hereof are hereby declared to be severable.

J. Approval by the Board of Public Utility Commissioners of the adequacy of the financial structure and capitalization of the franchisee, so as to insure its financial responsibility and continuity over a long period of time.

K. All terms and conditions of this franchise grant are set forth herein.

L. The territorial obligations of the franchisee shall not be reduced and the franchisee will be responsible to serve the entire area of the franchise during the term thereof.

M. The corporation to be known as the Environmental Disposal Corporation is to be formed and qualified forthwith pursuant to the laws of the State of New Jersey, for the purpose of constructing, operating, maintaining, and managing a sewer disposal plant and system.

N. The plant and system are to operate continuously and in an efficient manner and the said corporation shall maintain said plant and system in a state of good repair and operation.

O. The same shall be operated, maintained, and managed in accordance with all rules and regulations of the Board of Public Utility Commissioners of the State of New Jersey and the Department of Environmental Protection of the State of New Jersey.

P. The granting of this privilege and the construction, operation, maintenance and management of said plant and system shall in no way place any obligation, financial or otherwise or any liability of any kind upon the Township of Bedminster, and no obligation is to attach for the construction, operation, maintenance, or management of said plant and system to the Township of Bedminster.

#### C E R T I F I C A T I O N

I, Frank P. Robertson, Clerk of the Township of Bedminster in the County of Somerset, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee of the Township of Bedminster at a regular meeting of said Township Committee held on Monday, March 16, 1981.



Frank P. Robertson  
Township Clerk

SCHEDULE "A"

DESCRIPTION OF SEWER FRANCHISE AREA

All those certain lands and premises situated in the Township of Bedminster, Somerset County, New Jersey, and being more particularly described as follows:

BEGINNING at the point of intersection of the Bedminster Township/Bernards Township municipal boundary line and the center line of Schley Mountain Road and running; THENCE (1) southerly along the Bedminster Township/Bernards Township municipal boundary line a distance of 7,160 feet, more or less, to the point of intersection with the Bedminster Township/Bridgewater Township municipal boundary line; THENCE (2) southwesterly along the Bedminster Township/Bridgewater municipal boundary line a distance of 3,300 feet, more or less, to a point in the center line of Interstate Route 78; THENCE (3) westerly along the center line of Interstate Route 78 a distance of 4,100 feet, more or less, to a point in the center line of Interstate Route 287; THENCE (4) northerly along the center line of Interstate Route 287 a distance of 6,760 feet, more or less, to a point on the extension of the center line of Schley Mountain Road; THENCE (5) easterly and northerly along the center line of Schley Mountain Road a distance of 4,680 feet, more or less, to the point and place of beginning;

Also being known as Bedminster Township Tax Map Blocks 54A, 55A, 57, 57A, 58, 59, 59B, 71 and 72, including all lots therein, and also including all or portions of Mount Prospect Road, Washington Valley Road, Oakura Lane, Knox Avenue, Route 202-206, Burnt Mills Road, Schley Mountain Road, Washington Place, and Interstate Routes 78 and 287, and containing approximately 740.7 acres of land area exclusive of street right-of-way.

It is intended by the foregoing description to describe all of that area situated in the southeasterly corner of the Township of Bedminster, bounded on the south by the center line of Interstate Route 78, on the west by the center line of Interstate Route 287, on the North by the center line of Schley Mountain Road, and on the east by the Township boundary line.