

**MOU BETWEEN THE TOWNSHIP OF WOODBRIDGE  
AND THE AMERICAN IRISH ASSOCIATION OF WOODBRIDGE**

**Whereas**, the Township of Woodbridge (hereinafter "Township") is the owner of real property located at 95 Port Reading Avenue, within the Township of Woodbridge, commonly known as the Acacia Center; and

**Whereas**, the Township is desirous of subdividing the Acacia Center building into two separate units, to consist of a Youth Center in the front portion of the building (hereinafter "Youth Center Property"), and a bar in the rear portion of the building (hereinafter "Bar Property"); and

**Whereas**, included in the Bar Property is an adjacent parking area and a grass picnic area adjacent to the parking lot, all of which are contiguous, as depicted on the attached Exhibit A; and

**Whereas**, the American Irish Association of Woodbridge, Inc. (hereinafter "Irish Association") is a not-for-profit 501(c)(3) corporation with an address of P.O. Box 114, Woodbridge, New Jersey; and

**Whereas**, the Irish Association is desirous of acquiring the Bar Property;

**Whereas**, the deed to the Bar Property will contain an easement that will allow the Township to cross over the Bar Property parking lot to access the Township's property located behind the Acacia Center building; and

**Whereas**, the Township will grant an easement to the Irish Association that will allow members and guests of the Irish Association to cross over the Youth Center parking lot, and park in said lot for special events; and

**Whereas**, upon conveyance of the Bar Property to the Irish Association, the parties will enter into an agreement (the "Use Agreement") that governs the use of the Youth Center and the Youth Center parking area by the Irish Association; and

**Whereas**, the Use Agreement will call for, among other things: the occasional use of rooms of the Youth Center Property by the Irish Association, with advance notice to the Township; for access to the shared utility and mechanical rooms as necessary by the parties; the payment by the Township of all of the Irish Association's utility costs for the Bar Property; the repair and maintenance of the exterior of the Acacia Center, including the repair and maintenance of the exterior of the Bar Property and all landscaping of the Acacia Center Property by the Township; the interior maintenance and repair of the Bar Property by the Irish Association; the interior maintenance and repair of the Youth Center Property by the Township; the hours of use of the Bar Property to avoid any interaction with the use of the Youth Center Property by the Township.

It is hereby Agreed by the parties as follows:

1. The Township will subdivide Acacia Center building and property into two separate lots, to consist of a Youth Center in the front portion of the building, a Bar Property in the rear portion of the building, and a corresponding division of the exterior portion of the property, as set forth herein.
2. The parties will negotiate in good faith a contract for the sale and purchase of the Bar Property, with a sales price of \$50,000. In accordance with N.J.S.A. 40A;12-21, the deed for the Bar Property shall contain language that (a) only allows the Irish Association to use the Bar Property for the purposes of its organization, and not for commercial business, trade or manufacture, and (b) calls for the Bar Property to revert back to the Township in the event the Bar Property is not used as set forth in (a). In the event the Bar Property does revert back to the Township, the Township shall pay to the Irish Association the sum of \$50,000 plus 1.2% for each full year after the date of this conveyance.
3. If the parties are able to come to terms on a contract for the purchase and sale of the Bar Property, the parties will enter into a Use Agreement that addresses the rights and responsibilities of the parties with respect to the use of the property of the other party, as set forth herein.
4. The parties will agree to all easements that are required for access to and across the various portions of the property and respective parking lots.
5. The terms of this MOU are a non-binding expression of the intent of the parties. In the event the parties are unable to come to terms on a contract of sale for the properties set forth herein, the parties will have no further obligation towards each other with respect to the terms of this MOU.

*Signature page to follow*

In Witness Whereof, the parties have set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Witnessed or Attested by:

American Irish Association of  
Woodbridge, Inc.

Jessica

By: Ed McSherry (Seal)  
Ed McSherry, President

Township of Woodbridge

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By: \_\_\_\_\_ (Seal)  
Vito Cimilluca, Business Administrator

VFW  
Control  
w/ Mayor  
Review  
NY



