

**MEMORANDUM OF UNDERSTANDING**  
Preservation and occupancy of Stolley House

THIS MEMORANDUM OF UNDERSTANDING (MOU) is approved and executed on this 23<sup>rd</sup> day of February, 2022 by the City of Grand Island, Nebraska, a Municipal Corporation (City) and the Hall County Historical Society (Society).

1. **PROJECT DESCRIPTION.** The purpose of the MOU is to generally state the terms, conditions and commitments of the respective parties in considering the possible renovation, repair and occupancy of the historic Stolley House, located in Stolley Park, including the interior and exterior renovation and maintenance of the building and grounds. The log cabin may be used jointly by the City parks department and the Society for storage. Attached as Exhibit A building and grounds aerial view.

2. **RENT.** Society agrees to rent the Stolley House for ten (10) years, 2022 through 2032, the rent shall be the sum of Ten Dollars (\$10.00) for the term of this agreement, which shall be due and payable on February 28, 2022. After the primary term of this lease it shall renew automatically on an annual basis. This lease may be terminated by either of the parties hereto upon sixty (60) days written notice. Society will not sublet the premises without the consent of the City, and then, only for single day events. The following restrictions apply to subletting the premises for single day events: 1. Must be non-profit social or civic group functions limited to 30 persons or less. 2. Functions serving meals shall be limited to twice monthly with a maximum of 20 persons or less. 3. For life safety concerns, no meeting or dining events shall be allowed on the second floor and at no time shall any exterior doors be blocked or exiting restricted.

3. **MAINTENANCE AND REPAIR.** The Society shall furnish and maintain the interior of the house in a condition that resembles the building's appearance as originally constructed wherever possible. The City Parks and Recreation Director, or designee, shall be consulted about maintenance and renovation done to the premises by the Society. The City shall be consulted and approve any repair, maintenance or renovation of the structure and/or grounds. The City shall do all grounds maintenance, including mowing and gardening, which shall be comparable to standard park operations at any time, but excluding repair and renovation which shall be handled by the financing provided in paragraph number 6 below.

4. **INSURANCE.** The City shall be responsible for insuring the house. The Society shall be responsible for insuring the contents.

5. **UTILITIES.** The Society shall be responsible for an annual payment of one thousand dollars (\$1,000.00) for utility costs, which will be due on January 31 of each year.

6. **FINANCING.** Four Nebraska State Historical Society Foundation funds have been established to provide funds for the repair, maintenance, and renovations of the Stolley House and campus, The Grace Carmody Fund for the William Stolley House, The Lillian F. Lappe Fund for the William Stolley House, The Richard Stolley Palmer fund for the William Stolley House, and the Stolley House-Hall County Historical society fund, and the funds from each

respective fund shall be utilized in accordance with the parameters of each fund for the repair, maintenance, and renovations.

7. **ENTIRE AGREEMENT.** The parties acknowledge and agree that this MOU constitutes the entire agreement between the parties, notwithstanding any other written or verbal agreements, communications or documents to the contrary.

8. **CHOICE OF LAWS.** This MOU shall be governed by the laws of the United States and the State of Nebraska and the ordinances of the City of Grand Island.

9. **WARRANTIES AND REPRESENTATIONS.** The parties acknowledge and agree that the City and Society have not made any warranties or representations concerning this property located in Stolley Park, Grand Island, Hall County, Nebraska; and that neither party has acted in reliance upon any alleged warranty or representations by the other party. Irrespective of any such warranty or representations, the respective parties acknowledge and agree that each may rely only upon such information as is developed and verified by the relying party.

10. **NOTICES.** All notices issued in furtherance of this MOU shall be in writing and sent to the other party by first class, U.S. mail, postage prepaid, to the following addresses:

City of Grand Island  
Attn: Todd McCoy, Parks & Recreation Director  
P.O. Box 1968  
Grand Island, NE 68802-1968


Hall County Historical Society  
P.O. Box 1683  
Grand Island, NE 68802

Attest:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

  
RaNae Edwards, City Clerk

By:   
Roger G. Steele, Mayor

Approved as to form by City Attorney   
Approved by Resolution 2022 - 39

HALL COUNTY HISTORICAL SOCIETY,

By:   
President – Fred Roeser

STATE OF NEBRASKA    )  
                                  ) SS.  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2022, by Roger G. Steele, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.



S. B. Tynan  
Notary Public

STATE OF NEBRASKA    )  
                                  ) SS.  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2022, by Fred Kasser, on behalf of the Hall County Historical Society.



S. B. Tynan  
Notary Public





Exhibit "A"