

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROSWELL AND THE ROSWELL HISTORICAL SOCIETY, INC.
REGARDING METHODIST CEMETERY A/K/A OLD ROSWELL CEMETERY
(WOODSTOCK ROAD)

WHEREAS, the Methodist Cemetery a/k/a Old Roswell Cemetery (the “Cemetery”) was originally associated with the Mount Carmel Methodist Church, which was founded in 1836; and

WHEREAS, Roswell residents have been buried in the Cemetery for the last 178 years and therefore it is of significant historical interest to the Roswell community; and

WHEREAS, the Mount Carmel Methodist Church moved from the property in 1859 and later moved again, finally becoming the current Roswell United Methodist Church located on Mimosa Boulevard; and

WHEREAS, initially, the Cemetery was exclusively for burial of members of the Methodist congregation, but later was opened for burial to members of the general public; and

WHEREAS Roswell United Methodist Church makes no claim of ownership of the Cemetery; and

WHEREAS, the Cemetery has no known common owner, nor does it have a perpetual care corporation for its ownership, maintenance and operation; and

WHEREAS, the City of Roswell assumed maintenance duties for the Cemetery from Roswell Cemetery Care Association, Inc. on April 7, 1997 and also accepted a donation of \$135,000 from the Roswell Cemetery Care Association, Inc. to be used for the maintenance work; and

WHEREAS, the maintenance fund created on April 7, 1997 was adequate only to keep the Cemetery mowed and little else and said maintenance fund has reached the point that in the next two years, the City of Roswell must appropriate new funds to continue current maintenance activities; and

WHEREAS, the City of Roswell recognized the historical significance of the Cemetery and paid for an assessment of the Cemetery in 2008, entitled “City of Roswell Cemetery Condition Assessment, Final Report,” dated July 8, 2008; and

WHEREAS, the Roswell Historical Society sees the Cemetery as a vital historic resource in need of preservation and restoration and desires to implement the recommendations made in the “City of Roswell Cemetery Condition Assessment, Final Report,” dated July 8, 2008;

NOW THEREFORE, the City of Roswell (hereinafter "Roswell") and the Roswell Historical Society, Inc. (hereinafter "RHS") in consideration of the mutual promises contained in this Memorandum of Understanding agree as follows:

1. The "City of Roswell Cemetery Condition Assessment, Final Report," dated July 8, 2008, is attached hereto as Exhibit "A," and is incorporated herein as though fully set out.

2. Roswell agrees to continue the level of maintenance of the Cemetery it now exercises, which consists of ~~keeping the grounds of the Cemetery mowed~~the activities described in Exhibit "B" attached hereto, subject to Mayor & Council approving funding for this in Roswell's annual budget.

3. Roswell grants a license to RHS, its officers, members and any volunteer associated with RHS, the right to carry out any maintenance function ~~other than mowing~~ referenced in "City of Roswell Cemetery Condition Assessment, Final Report," dated July 8, 2008, with the exception of those maintenance activities set out in Exhibit "B." Roswell and RHS agree that RHS will not prune, remove or cut down trees, living or dead, without the express permission of Roswell. Notwithstanding the foregoing, RHS will not have any obligation to prune, remove or cut down trees. Further, Although RHS has the right to undertake restoration and preservation activities set out in such Report—; RHS is not required to undertake any of the activities described, but may do any activity described in the Report as its funds and manpower permit. If RHS undertakes any restoration activity, it agrees to do so only with the supervision of a qualified professional. The parties agree that any activity undertaken by RHS in respect to this paragraph is to be done solely at the expense of RHS and that Roswell is not required to expend any funds regarding said activities. The rights delegated to RHS by Roswell in this paragraph derive exclusively from the resolution by the Roswell Mayor & Council done April 7, 1997, pursuant to the agreement with the Roswell Cemetery Care Association, Inc.

4. Roswell does not now, nor has it ever, claimed ownership of any part of the Cemetery. The license herein granted to RHS, its officers, members and any volunteer associated with RHS, derives solely from Roswell's right to maintain the grounds of the Cemetery as set out above.

5. Roswell grants to RHS the right to use the City of Roswell name and logo in connection with its efforts to raise funds for the care and maintenance of the Cemetery, to recruit volunteers for such fundraising and maintenance efforts and to promote the Cemetery as part of the history of Roswell. Any use of the City of Roswell name and logo must be submitted to the Roswell City Administrator for approval before it is publicly displayed or distributed. ~~Such approval shall not be withheld unreasonably.~~

SO AGREED this ____ day of _____, 2014.

(Signatures to be added)