

**Certificate and Agreement of Interment Rights
Rose Hill Cemetery Shenandoah, Iowa**

Page County

Certificate Number: _____

2016-08-WALKER.K

Burial Report Number: _____

Prior relevant deed numbers(s): _____

Prior relevant interment space(s): _____

Type of Certificate: (circle one) (Original) (Replacement) (Transfer)

Interment Space(s): Lot: 2 Block: 24 Addition: 2ND ADDITION

Legal Description: N4' of S8' of S1/2 Block 24 Lot2 2nd Addition

Monument Guidelines: Limitations and restrictions vary based on section and accessibility.

You may place the following type of monument on this lot:

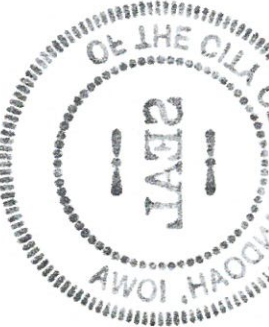
X Upright X Slant X Flat NA Bench

Advise your monument salesperson the maximum size of monument for this lot:

36' Width 48' Length ANY Height

A monument shall be placed at the following end of this lot:

X North NA South NA East NA West



This certifies that the City of Shenandoah, Iowa, as owner of the Rose Hill Cemetery (hereafter Cemetery”), has sold and conveyed to KENNY WALKER
As joint tenants with full rights of survivorship and not as tenants in common (“Purchaser, heirs & assigns”) the interment space(s) described above in the Cemetery for the total price of \$225.00 (1SPACE) \$56.25(PERPCA) \$5.00 (FILING FEE) (\$ \$286.25)
Paid in full at the time of purchase, with the following terms and conditions:

- I. The interment space(s) is to be used for interment purposes only and the Purchaser's rights are limited by subject to the Cemetery's rules and regulations as now existing or as amended in the future.
- II. This certificate of interment rights conveys only a right to be interred in the interment space(s) and in no way is any real estate to be conveyed to the Purchaser. Furthermore, a limitation of two interments (one traditional with vault and one cremation; or two cremations) will be permitted in the interment space, unless specifically authorized by the Cemetery Board. The Cemetery shall only convey developed interment space(s). Services related to the interment in the interment space(s) are not included in the rights conveyed. The purchase price does not include the cost of the grave opening at the time of burial or any additional fees. These charges will be determined at the time they are purchased and are subject to change.
- IV. The Cemetery Sexton must receive 48 hour notice with certain information prior to any interment. The notice must include the name of the deceased, the deceased birthdate, the deceased's date of death, informant contact information or next-of-kin, funeral establishment (if any) and any other required information. The funeral home handling the arrangements may provide this information.
- V. Purchaser cannot sell or transfer the interment space(s) without consent of the Shenandoah City Council.
- VI. The Cemetery shall use the Purchaser's address for any official notices concerning the interment space. The Purchaser shall notify the cemetery of any changes in their address.
- VII. Of the total purchase price, fifty-six dollars and twenty-five cents (\$56.25), shall be deposited in the Cemetery Perpetual Care Trust Fund. Deposits shall be held in an irrevocable trust by the City Council of the City of Shenandoah, Iowa and the interest income from this trust will be used for the permanent care of the interment space(s) and the general care maintenance of the cemetery as a whole, excluding memorial maintenance. These deposits are not refundable in the event of cancellation.
- VIII. The Cemetery will provide perpetual care of the Cemetery grounds, which shall include, but is not limited to, mowing of all lots and graves at reasonable intervals, sodding or seeding and filling in sunken graves to lot level, removing dead flowers and trimming trees and shrubbery when necessary, and raking and cleaning lots. Perpetual Care does not include maintenance, upkeep, or repair of any headstone, monument, marker or flower vase.

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- IX. Headstones, monuments or markers that are placed in the Cemetery remain the property of the individual or family. Headstones, monuments or markers can only be placed under the direction of the Cemetery Sexton. Any company or person wishing to place a headstone, monument or marker must get approval of the Cemetery Sexton before arriving at the Cemetery. The Cemetery shall not be responsible to repair any damage, vandalism or graffiti that may occur to the headstone, monument or marker.
- X. Until such time as an interment space(s) as listed above are used, either through burial or installation of a monument, the Purchaser may request to substitute other appropriate interment space(s) located within Rose Hill Cemetery. An additional \$10.00 fee will be charged to issue a new certificate.
- XII. Purchaser shall be responsible for all funeral costs, including grave opening and closing fees due at the time of burial. In addition to the purchase/erection of a monument, which are not included in this certificate, or provided by the City of Shenandoah.
- XIII. The terms and conditions described herein are binding upon the Purchaser's heirs/successors and assigns and enforceable only by the Rose Hill Cemetery. Proof of burial rights must be produced at time of all burials. All burials must be authorized by the Rose Hill Cemetery Sexton before beginning burial procedures.
- XIV. The purchase price shall be paid in full, by cash or check, at the time of plot purchase.

Dated this Monday of August, 2016

Sherry M. Giblisco
Cemetery Sexton, Sherry Giblisco

X. ~~Essex~~ v. Walker
Purchaser Signature

Karla Gray
City Clerk/Treasurer, Karla Gray

1000 South Avenue Apt #11
Essex Iowa 51638
Address

State of Iowa }
Page County }



On this Monday day of August 2016 before I, a notary in and for said county personally came the undersigned, who is personally known to me as the identical person whose name is affixed to the above certificate of interment as Grantor, and acknowledged the execution of the aforementioned, to be his/her voluntary act and agreement for the purpose therein mentioned.

WITNESS my hand and the seal, the date last above written

Carolyn Matzinger
Iowa Notary Public

