

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

Certificate Number: 2020.11.ANDERSON

Burial Report Number: _____

Prior relevant deed number(s): _____

Prior relevant interment space(s): _____

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

(2) Space(s) West 1/2 Lot(s) 26 Block: 8 Add: Lakes Addition

L E G A L D E S C R I P T I O N

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

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

Ordinance: 2017-06 There shall be one upright stone/marker per burial space uniformly throughout the cemetery and one upright stone per space shall apply to all spaces in the Cemetery.
Any additional stones/markers shall be laid flush with the ground. Ordinance 1157-19 is amended to read as above written.

Upright Slant Flat Bench

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

Ordinance: 115-07-4 No monument shall exceed 36" W & 36" L for a single lot.

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

Ordinance: 115.07-13 (N end of N-S spaces) (W and of E-W spaces) Exceptions for Original/Southview & Rose Hill sections
Ordinance: 2015-10 All stones be in line with existing markers and this determination shall be at the sole discretion of the Sexton in accordance with Ordinance 1999-03 as amended.

North South East West

ALL MONUMENT SETTINGS MUST BE REVIEWED AND APPROVED BY SEXTON PRIOR TO ANY MONUMENT SETTING

This certifies that the City of Shenandoah, Iowa as owner of the Rose Hill Cemetery (hereafter "Cemetery") has sold and conveyed to:

Larry Dale Anderson

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:

\$720.00 [2 Spaces] \$180.00 [Perpetual Care] \$5.00 [One-time File Fee] (\$ 905.00)

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. The certificate of interment rights vests in the owner's right to use such a lot for burial purposes only, for themselves, their heirs, or for any such persons as they may choose to admit, in accordance with Cemetery Rules, Regulations and Guidelines. [In substitution of "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).
- III. 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, ninety dollars and zero cents (\$90.00) for all sections and all interment spaces, 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 cancelation.
- 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. 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 before arriving at the Cemetery. The Cemetery shall not be responsible to repair any damaged, vandalism or graffiti that may occur to the headstone, monument or marker. The Sexton shall enforce rules for the use, care, control, management, restriction and protection of the cemetery as necessary for the proper conduct of the business of the cemetery including uniformity, class and kind of memorials, memorialization, structures and placement of all within the cemetery.
- 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.
- XI.** 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.
- XII.** 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.
- XIII.** The purchase price shall be paid in full, by cash or check, at the time of plot purchase.

 Cemetery Sexton, Sherry Gibilisco

 City Clerk/Treasurer, Karla Gray

State of _____ }
 _____ County }

On this _____ day of _____, _____ before I, a notary in and for said county personally came **Larry Dale Anderson** 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.

Larry Dale Anderson
 1511 S. Elm St., Shenandoah, IA 51601

Public Notary (seal below)

