

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

**Certificate Number:** 2016-11-LYNN.I

**Burial Report Number:** \_\_\_\_\_

**Prior relevant deed number(s):** \_\_\_\_\_

**Prior relevant interment space(s):** \_\_\_\_\_

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

**Interment Space(s):** Lot(s) 61 Block: 8 Add: LAKES

**Legal Description:** SINGLE REMAINING SPACE N4' LOT61 BLOCK8 LAKES ADDITION

THOMAS JAMES LYNN 01/20/2009  
S4' OF E1/2 L61 B8 LAKES

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

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

*Ordinance: 115-07-19 cremains must be flat stone*

X Upright X Slant X Flat NA Bench

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

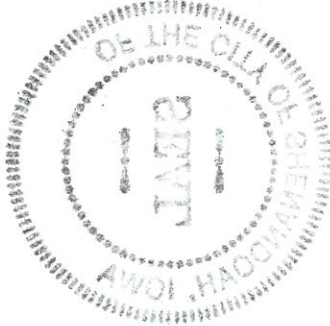
*Ordinance: 115-07-4 No monument shall exceed 32" W & 32" L for a single lot*

36" Width 36" Length ANY Height

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

*Ordinance: 115-07-13 (N end of N-S spaces) (W and/or E-W spaces). Exceptions for Original/Southview & Rose Hill sections*

NA North NA South X 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** JOAN MAXINE LYNN  
WIDOW TO THOMAS JAMES LYNN (DECEASED)

**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** ZERO DOLLARS AND ZERO CENTS: PROVIDED MEMORANDUM OF UNDERSTANDING (\$ 0 )

**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). 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.
- III. 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's 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.
- IV. Purchaser cannot sell or transfer the interment space(s) without consent of the Shenandoah City Council.
- V. 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.
- VI. Of the total purchase price, fifty-six dollars and twenty-five cents (\$56.25) for all sections excluding Lakes eighty-seven dollars and fifty cents (\$87.50), 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.
- VII. 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.
- VIII.



- 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. 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.

Dated this 21st day of November, 2019.

Purchaser(s) Signature *Joan Maxine Lynn*

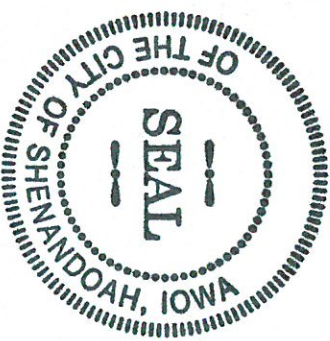
JOAN MAXINE LYNN  
1100 MAPLE STREET  
SHENANDOAH, IA 51601  
Purchaser Address

State of Iowa  
Page      County     

On this 21st day of November, 2019 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 seal, the date last above written,

*Sherry Giblisco*  
Cemetery Sexton, Sherry Giblisco  
City Clerk/Treasurer, Karla Gray



*Carolyn Matzinger*  
Public Notary

