

## Assignment and Transfer

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# *Cemetery Easement*

For valuable consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
\_\_\_\_\_, Grantor(s),  
hereby convey(s), assign(s) and transfer(s)  
to \_\_\_\_\_ Parish Name \_\_\_\_\_, a Minnesota  
religious corporation under the laws of the  
State of Minnesota, all right, title and  
interest in and to:

For valuable consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
\_\_\_\_\_, Grantor(s),  
hereby convey(s), assign(s) and transfer(s)  
to \_\_\_\_\_ Parish Name \_\_\_\_\_, a Minnesota  
religious corporation under the laws of the  
State of Minnesota, all right, title and  
interest in and to:

in \_\_\_\_\_ Cemetery,  
in the City of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of Minnesota, according to the plat  
thereof, together with all hereditaments  
and appurtenances belonging thereto.

in \_\_\_\_\_ Cemetery,  
in the City of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of Minnesota, according to the plat  
thereof, together with all hereditaments  
and appurtenances belonging thereto.

State of \_\_\_\_\_  
County of \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was  
acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_,  
Grantor.

The foregoing instrument was  
acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_,  
Grantor.

Notary Public

Notary Public

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CEMETERY

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MINNESOTA

BY

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# *Cemetery Easement*

**K**now all persons by these presents that \_\_\_\_\_ Parish Name \_\_\_\_\_, a religious corporation under the laws of the State of Minnesota, Grantor, hereby grants and conveys to and does hereby certify that \_\_\_\_\_, Grantee, is entitled to the use for burial purposes of:

in \_\_\_\_\_ Cemetery in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Minnesota, according to the plat thereof, for burial purposes only and no other.

This conveyance and the rights recognized by this certificate are made in accordance with and subject to the laws of the State of Minnesota now or hereafter existing governing cemeteries and the descent of cemetery lot, burial plots, or entombment or inurnment space or the right to burial, entombment or inurnment therein; and in accordance with and subject to the rules and discipline of the Roman Catholic Church and rules and regulations of \_\_\_\_\_ Parish Name \_\_\_\_\_ now or hereafter existing or as decided or interpreted by the Ordinary of The Diocese of Winona.

In witness whereof, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

AN AUTHORIZED SIGNATURE

# Cemetery Easement

(National Catholic Cemetery Conference)

(Arch) Diocese \_\_\_\_\_ Name of Cemetery \_\_\_\_\_ Place \_\_\_\_\_

***This Easement***, Made this \_\_\_\_\_ day of \_\_\_\_\_ 20 . WITNESSETH, That this cemetery,

organized under the laws of the Catholic Church and of the State of \_\_\_\_\_, the Grantor,

in consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),

in hand paid, grants and assures unto

the Grantee, an easement and license for burial purposes with a guarantee of Income Care or Endowed Care.

Grave(s) \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

in the aforesaid cemetery.

**This grant is given and the Grantee shall hold it subject to the following conditions and limitations:**

1. All rules and discipline of the Roman Catholic Church, and all rules and regulations of the aforesaid (Arch) Diocese now or hereafter existing in respect of the government of the aforesaid Cemetery as construed by the Grantor, shall be kept and observed.

2. This grant shall not be assigned or transferred except with written authorization of the Grantor.

3. The Grantor and those reasonably entitled thereto, shall have a perpetual right over said lot to pass to and from other lots to which no other means of access is available.

4. No interment shall be made of any person not a member of the Grantee's family, without the prior consent of the Grantor.

5. The landscape plans of the Grantor for the aforesaid Cemetery in respect of the location and varieties of trees and shrubs planted or to be planted shall be adhered to, which plans, among other things, provide that (1) no trees or shrubs shall be planted by the Grantee on lots of less than the designated area, (2) only plants approved by the Grantor shall be planted and then only in approved planting spaces and under the supervision of the management of the Cemetery, and, (3) the Grantor shall have the right to remove any trees, shrubs, or plants which, in the opinion of the Grantor, violate any such plans, obstruct any adjacent lot, walk or road, or, in the judgment of the Grantor, are injurious to the general appearance of the Cemetery.

6. The approval of the management of the Cemetery shall be obtained before any memorial is placed on the lot. Only such memorials as are permitted by the rules and regulations of the Cemetery shall be erected. The burden of keeping any such memorial in a safe and proper state of repair shall be on the Grantee, his heirs or assigns.

7. Contractors engaged in setting or maintaining monuments or mausoleums must obtain permission from the management of the Cemetery before commencing work, and they shall be subject to its control. All other services about the lot requiring labor shall be performed by employees of the Cemetery.

8. In the event of a breach by the Grantee, his heirs or assigns of any of the above-mentioned conditions or limitations, the easement and license herein contained shall revert to the Grantor, preserving however, all prescription of State law in this regard; and it may re-enter and repossess itself of the lot and said easement and license and hold the same as the Grantor's former estate and the same as if said easement and license had not been made. No waiver of any such breach shall revoke or impair any of the rights of the Grantor herein contained for any subsequent breach, nor operate as a waiver except as to such particular breach.

***In Witness Whereof***, the Grantor has caused these presents to be signed by its duly authorized agent \_\_\_\_\_ this day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_

(SEAL)

\_\_\_\_\_ CEMETERY

By \_\_\_\_\_

No. \_\_\_\_\_