**CEMETERY EASEMENT**

**ROCKFORD DIOCESE *ENTER CEMETERY NAME ENTER CITY***

**This Easement,** made on *enter date,* that *enter name of cemetery,* organized under the laws of the Catholic Church, the Catholic Diocese of Rockford and of the State of Illinois, the Grantor, in consideration of the sum of $*enter amount paid,* in hand paid, grants and assures unto *enter 1st owner first and last name* and/or *enter 2nd owner first and last name*, the Grantees, in joint tenancy with the right of Survivorship, an easement and license for burial purposes with a guarantee of Income Care in:

*Enter Cemetery, Block, Lot, Section, Grave #*

*Enter any additional items included in easement, if any*

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 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 Grantee’s family, without prior written consent of the Grantor.

5. Cemetery Management shall have the right to correct any errors or omissions in recordation and in the granting or making of interments or disinterments including, without limitation, the right to inter or re-inter in a comparable location.

6. All landscape plans and decisions regarding the aforesaid Cemetery remain exclusively with the Grantor. No perennial flowers, trees or shrubs shall be planted by the Grantee. The Grantor reserves the right to remove any trees, shrubs, or plants.

7. The written 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 considered for approval. The burden of keeping any such approved memorial in a safe and proper state of repair shall be on Grantee and his/her heirs or assigns.

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

9. 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.

10. The remedies for breach stated herein shall not operate to limit or bar any and all other remedies available to Grantor under law.

In Witness Whereof, the Grantor has caused these present to be signed by its duly authorized agent on enter date. #certificate number”

Pastor signature

Pastor title