



## 8<sup>th</sup> District Templates and Policies



### CEMETERY PLOT DEED

*(Right of Interment / Burial Easement)*

This Cemetery Plot Deed (“Deed”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

\_\_\_\_\_ African Methodist Episcopal Church,  
a religious corporation organized under the laws of the State of \_\_\_\_\_,  
with its principal address at \_\_\_\_\_  
(hereinafter referred to as the “Church” or “Grantor”),

AND

**Name of Purchaser / Family Representative:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_  
(hereinafter referred to as the “Grantee”).

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#### 1. DESCRIPTION OF CEMETERY PLOT

The Church hereby conveys to the Grantee a **limited right of interment** in the Church cemetery, described as follows:

- **Cemetery Name:** \_\_\_\_\_
- **Cemetery Address / Location:** \_\_\_\_\_
- **Section:** \_\_\_\_\_
- **Lot:** \_\_\_\_\_
- **Plot / Space Number(s):** \_\_\_\_\_
- **Number of Graves:** \_\_\_\_\_

This conveyance is **not a transfer of fee simple ownership of land**, but a limited burial right subject to the terms and conditions of this Deed.

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#### 2. DECEASED / INTENDED INTERMENT INFORMATION

*(If applicable at time of execution)*

- **Name of Deceased (or Intended Deceased):** \_\_\_\_\_
  - **Date of Birth:** \_\_\_\_\_
  - **Date of Death (if applicable):** \_\_\_\_\_
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### 3. CONSIDERATION (COST OF PLOT)

The Grantee has paid to the Church the total sum of \$\_\_\_\_\_, receipt of which is hereby acknowledged, as consideration for the burial rights described herein.

This fee covers **the right of interment only** and does not include funeral services, vaults, liners, opening/closing of the grave, markers, or perpetual care unless separately agreed in writing.

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### 4. RIGHTS CONVEYED

The Church grants the Grantee:

- A **non-transferable, non-commercial right of interment** for human remains only;
- The right to place a grave marker or monument **only in accordance with Church and cemetery regulations**;
- No ownership interest in the land, mineral rights, or surrounding property.

No burial may occur without authorization by the Church or its designated representative.

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### 5. RESPONSIBILITIES OF THE FAMILY / GRANTEE

The Grantee and the family of the deceased agree:

1. To comply with all Church rules, cemetery regulations, and applicable state laws;
2. To bear all costs related to:
  - Grave opening and closing
  - Vaults or liners (if required)
  - Markers or monuments
  - Maintenance of individual markers unless perpetual care is expressly included
3. Not to resell, assign, or transfer the plot without **written consent of the Church**;
4. To ensure all interments occur in accordance with public health, safety, and burial regulations.

Failure to comply may result in suspension of burial privileges.

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### 6. RESPONSIBILITIES OF THE CHURCH

The Church agrees:

1. To maintain the **general grounds** of the cemetery in a reasonable manner, subject to available resources;
2. To keep accurate burial records of plots conveyed and interments conducted;
3. To designate an authorized representative to approve interments and enforce cemetery policies.

The Church does **not** guarantee perpetual care unless separately stated in a written agreement.

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## 7. AUTHORIZED REPRESENTATIVE OF THE CHURCH

This Deed is executed on behalf of the Church by:

- **Name:** \_\_\_\_\_
  - **Title:**  Pastor  Trustee  Presiding Elder Designee  Other: \_\_\_\_\_
  - **Authority:** Duly authorized by the Church governing body
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## 8. GOVERNING LAW AND STATE-SPECIFIC COMPLIANCE

### Mississippi

This Deed is intended to comply with Mississippi cemetery laws, including **Mississippi Code Title 41, Chapter 43**, which recognize cemetery plot conveyances as burial rights rather than real property ownership.

### Louisiana

This Deed is intended to comply with Louisiana cemetery laws, including **Louisiana Revised Statutes Title 8**, which treat burial spaces as a right of sepulture subject to cemetery authority and regulation.

In the event of a conflict, applicable state law shall govern.

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## 9. LIMITATIONS AND RESERVATIONS

- The Church reserves the right to adopt or amend cemetery regulations as necessary.
  - No burial other than human remains is permitted.
  - The Church retains authority to correct errors in plot numbering or description.
  - This Deed does not waive ecclesiastical or denominational trust provisions.
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## 10. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the parties concerning the cemetery plot and supersedes all prior discussions or representations.

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## 11. SIGNATURES

### GRANTEE / FAMILY REPRESENTATIVE

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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### CHURCH REPRESENTATIVE

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## 12. NOTARY ACKNOWLEDGMENT

**STATE OF** \_\_\_\_\_  
**COUNTY / PARISH OF** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, known to me or satisfactorily proven, to be the person(s) who executed the foregoing instrument and acknowledged the same for the purposes therein contained.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Notary Seal: \_\_\_\_\_