



8th 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”).

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.

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.

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.

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.

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.

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.

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.

11. SIGNATURES

GRANTEE / FAMILY REPRESENTATIVE

Signature: _____

Printed Name: _____

Date: _____

CHURCH REPRESENTATIVE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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: