CERTIFICATE OF INURNMENT RIGHTS

THE COLUMBARIUM

OF

THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, GRANBURY, TEXAS

HEREBY CERTIFIES

THAT GOOD SHEPHERD, IN CONSIDERATION OF THE RESERVATION FEE, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, HEREBY PERMITS AND ISSUES TO:

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AS INURNMENT RIGHTS OWNER, FOR INURNMENT PURPOSES ONLY AND SUBJECT TO THE CONDITIONS, RESERVATIONS, AND

RESTRICTIONS HEREIN CONTAINED AND STATED ON THE REVERSE SIDE HEREOF, THE LIMITED RIGHT OF USE OF THE

FOLLOWING NICHE SITUATED IN THE COLUMBARIUM OF THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, GRANBURY, TEXAS

NICHE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_

AS THE LOCATION AND DESIGNATING NUMBER OF SUCH NICHE AS SHOWN ON THE CHARTS AND/OR PLOT PLANS OF THE COLUMBARIUM ON FILE IN THE OFFICE OF THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, GRANBURY, TEXAS

IN WITNESS WHEREOF, GOOD SHEPHERD HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS SEAL TO BE HEREUNTO

AFFIXED BY ITS DULY AUTHORIZED OFFICES, THIS THE \_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD, GRANBURY, TEXAS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SECRETARY OF THE VESTRY RECTOR OF THE CHURCH

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMITTEE REPRESENTATIVE SUBSCRIBER

This certificate and all rights hereby granted are and at all times shall be subject to the following conditions, exceptions reservations and restrictions and the Grantee herein named covenants and agrees that:

1. The Grantee hereby agrees that the payment of the reservation fee to The Episcopal Church of the Good Shepherd, Granbury, Texas shall be for deposit with the church.
2. The use of the Niche in the Columbarium has been limited or restricted in the rules and regulations hereinafter mentioned to the Inurnment of the cremated remains of persons who are members of Good Shepherd and their families, or others set forth in the rules and regulations. No transfer of this Certificate may be made to, nor may any Niche herein mentioned be used for the Inurnment of any person not eligible under the rules and regulations.
3. The rights hereby conveyed may not be sold, transferred, assigned, or conveyed, nor shall any tablet, monument, statuary, or other memorial or embellishment be placed in or upon, altered or removed from the property in which Inurnment rights are hereby conveyed without the consent and approval of the Church in writing first and obtained in each and every case. No such conveyance, transfer, or assignment of any right or interest conveyed hereby shall be effective until entered upon the books of the Church.
4. No embellishment, ornament, or memorial shall be placed upon the Niche in which the Inurnment rights are hereby conveyed except as may be provided in the rules and regulations hereinafter referred to.
5. The property in which Inurnment rights are hereby granted and the use thereof is and the rights of the grantee are now and shall be at all times subject to all laws, ordinances and regulations and shall also be subject to and governed by each and every rule and regulation now existing and/or as the same may be hereafter amended. Changed, or new rules adopted for the government, control, conduct, use and management of the Columbarium, which rules and regulations are and will be maintained and recorded in the office of the Church, which rules and regulations are referred to and incorporated herein. The Grantee, by accepting this certificate, acknowledges the existence and binding effect of such rules and regulations and consents and agrees to be bound by each and every such rule and regulation.
6. The Grantee expressly understands and acknowledges that (i) the Columbarium is neither a perpetual care cemetery, permanent maintenance cemetery, nor a free care cemetery; (ii) the Columbarium has not been dedicated as a cemetery and will not be dedicated as a cemetery, and is not intended to be a cemetery; and, (iii) the limited right to use the Niche is not intended and shall never be construed as granting to Grantee any legal title to the Niche in the Columbarium which runs with the land.

The Church expressly reserves the right at any time to move the Columbarium within the Church property or to another location if the Church is moved from its present location to a new location. If for any reason the Church ceases to exist in its present location, or if its facilities converted to non-church use, the persons then having authority and responsibility for the affairs of the Church (which may be the governing authorities of the Protestant Episcopal Church in the Diocese of Texas) shall be responsible for the removal of all remains in the Columbarium and their re-Inurnment at a new location designated for Columbarium use. Or alternatively, if another site is not feasible for such use, all remains in the Columbarium shall be removed and dispersed in the Gulf of Mexico beyond the 15-mile coastal limit of the United States of America, and in any event all at the Church’s sole cost. The Church and the Diocese may take any and all of the foregoing actions without seeking or obtaining further consent of the family or representatives of the decedent whose remains are inurned in a niche.

1. Neither the Diocese, Church, or its clergy, vestry, agents, employees, or representatives shall be liable for damage to or loss of interred remains. The Church shall take reasonable precaution to protect with the Columbarium the interests of the Grantee, but the Church specifically shall not be responsible for the loss or damage from causes beyond its control and especially from damage caused by the elements, an Act of God, common enemy, thieves,, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, military authority whether the damage direct or collateral. All conditions, exceptions, reservations, and restrictions contained herein and in the rules and regulations above referred to shall be binding upon the Grantee, his/her heirs, devises, executors or executrixes, and as the case may be, administrators and assigns. Nothing herein contained shall be deemed to restrict the use of any other portion or section of The Episcopal Church of the Good Shepherd, Granbury, Texas.. Only the Church or its successors in interest may enforce any conditions, exceptions, reservations or restrictions heretofore or hereafter placed upon the use of the Columbarium.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS INSTRUMENT ON THE \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SUBSCRIBER SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SUBSCRIBER PRINTED NAME