

**RAUHA/TOWN OF WHITE
CEMETERY LOT AGREEMENT**

This License Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the Town of White, a municipal corporation under the laws of the State of Minnesota ("Licensor"), and _____ ("Licensee").

RECITALS

- 1) Licensor's Property. Licensor is the owner of that certain property presently described as Rauha/Town of White Cemetery, located in the Town of White, St. Louis County, State of Minnesota, and legally described on the attached Exhibit A ("Licensor's Property").
- 2) Intent. Licensor and Licensee intend to set forth their agreement and understanding with respect to the right of burial on Licensor's property by Licensee, pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement adopted and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

- 1) License Fee. A license fee of \$500.00 will be paid by Licensee to Licensor upon execution and delivery of this agreement.
- 2) Grant of License. Licensor hereby grants to the Licensee a revocable license allowing for **one (1)** burial, subject to the rules and regulations of Rauha Cemetery, upon Licensor's Property, described as follows:

Block _____ Lot _____ Grave _____

Hereafter, the "Licensee Lot."

Additional Burial Right. Licensee may purchase one (1) additional burial right for cremated remains for each grave or burial space. A license fee of \$250.00 will be paid by Licensee to Licensor for one (1) additional burial right, upon Licensor's Property, described as follows:

Block _____ Lot _____ Grave _____

- 3) Maintenance and Indemnification. The Licensee, for himself/herself and his/her successors and assigns, hereby agrees that the Licensee will indemnify and hold Licensor harmless from any and all damages, claims, costs, and expenses, including Licensor's reasonable attorney's fees, arising out of or relating to Licensee's use of the Licensor's Property.
- 4) Conditional of Premises Not Warranted. The Licensor does not warrant that Licensee Lot is suitable for the purpose for which it is permitted to be used under this agreement. In the event that the Licensee Lot proves unsuitable for burial purposes, Licensee's exclusive remedy shall be limited to replacement of the Licensee lot with another cemetery lot, if available, or if no replacement lot is available, a refund of fees paid for the lot.
- 5) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 6) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This instrument is not a deed or a lease and nothing in this Agreement will be deemed to create a property interest other than as expressed in this Agreement.
- 7) Amendment. This Agreement may only be amended by a written instrument executed by all parties then bound by this Agreement.
- 8) Transfers or Sale to Another Party. The Licensee may not convey, transfer, or assign his/her interest in this Agreement without the written consent of the Licensor. The Licensee Lot may not be sold or conveyed for more than the current lot rate charged by the Licensor. All transfers, conveyances, or assigns of the Licensee Lot must be by written instrument, signed by both the original Licensee and the proposed Licensee, and filed with the Licensor. The Licensor will charge a transfer fee of \$15.00 per MN Stat. §306.15 (e).
- 9) Lot Repurchase. If the Licensee determines he/she has no need for his/her unused lot, the Licensee may sell it back to the Licensor at seventy-five (75) percent of the original cost.
- 10) Termination. This Agreement may be terminated by the Licensor at any time upon thirty (30) days prior written notice from Licensor to Licensee.

In witness whereof, the parties hereto have executed this Agreement, effective on the day and year first written above.

TOWN OF WHITE

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me, a notary public, on _____, 20____ by _____, the Chairman.

Notary Public

The foregoing instrument was acknowledged before me, a notary public, on _____, 20____ by _____, Township Clerk, of the Town of White, a municipal corporation under the laws of the State of Minnesota, on behalf of the Town of White.

Notary Public