

## **OBLIGATIONS OF THE TOWN OF LINCOLN AND PURCHASERS OF LOTS AT RIVERSIDE CEMETERY**

### **Purchase of Sites:**

Any resident of Lincoln, New Hampshire may purchase a lot, which may be comprised of one (1), two (2), or four (4) plots or gravesites at any time. The Cemetery Trustees must approve the purchase of additional lots.

Any non-resident of Lincoln, New Hampshire may purchase a lot, which may be comprised of one (1), two (2), or four (4) plots or gravesites. The Cemetery Trustees must approve the purchase of additional lots.

Purchases of cemetery lots may be made through the Town Clerk's Office. A deed will be issued by the Town Clerk's Office upon receipt of the full purchase price. If recording at the Registry of Deeds is desired, the purchaser is responsible for all costs and other requirements. Burials will not be allowed until the full amount due has been received.

All lots conveyed shall be the property of the person or persons named as grantee(s) in the instrument of conveyance, and each grantee shall have a vested right of interment at Riverside Cemetery. The spouse of a grantee shall have a vested right of interment in any lot conveyed to the other spouse until or unless the grantee is legally divorced from such spouse at the time of the death of either of them. No conveyance or purported transfer of all or any portion of a lot without the written joinder or consent of such spouse shall divest such spouse of the right of interment. The surviving spouse may waive the right of interment or, in the event such surviving spouse shall be interred elsewhere, the right of interment shall terminate.

### **Resale of Sites:**

The purchaser of any lot(s) may not resell the lot(s), or any portion thereof, except to the Town of Lincoln.

### **Rate Schedule for purchase of lots:**

<u>Number of Grave Sites</u>	<u>Resident Price</u>	<u>Non-Resident Price</u>	<u>Amount to perpetual care</u>
1	\$200*	\$600*	\$133/\$400
2	\$400*	\$1200*	\$266/\$800
4	\$800*	\$2400*	\$533/\$1600

\* Every lot purchased is subject to a onetime fee of \$250.00 for a vertical stone footer.

### **Perpetual Care for all Newly Sold Lots:**

By conveyance of the lot, the Town agrees to provide care for the lot and cemetery within the limits of available funds. Purchaser agrees that any interest accruing on perpetual care funds may be used to defray common expenses in the cemetery to the extent not required for the care of the lot.

### **Rights and Privileges of Lot Owners:**

Owners of burial lots acquire the right and privilege of burial of the dead and for the placing of suitable memorials, subject to the conditions, rules and regulations now in force, or which may be enacted hereafter.

### **Concrete Vaults or Liners Required:**

Every earth interment shall be enclosed in an outer container or receptacle of concrete, the structural design and installation of which shall meet the specifications of the Cemetery Trustees.

### **Interments:**

Funeral Directors must directly contact the Public Works Director, Nate Hadaway regarding all burials at (603) 348-7890. The interment fee for weekdays/nonholidays will be \$350 for a full burial or \$100 for an urn. The interment fee for a Saturday, Sunday or holiday is \$500 for a burial or \$150 for an urn. Interment fees will be deposited into the Cemetery Trust Fund. Every lot purchased prior to January 1, 2016 that does not yet have a headstone in place is subject to a fee of \$250.00 for a vertical stone footer. This fee will be due at the time of the first burial in the lot. If possible, burial of urns will be allowed to have three (3) per single lot, and two (2) urns over a full burial when existing vault is deep enough to bury the urn at a proper depth. When urn is buried, each urn is required to have a foot marker over the exact location.

When instructions regarding the location on an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Public Works Superintendent may, in his discretion, open it in such location on the lot as he deems most appropriate, so as not to delay the funeral; and the Town shall not be liable in damages for any error made.

Detailed written instructions shall be provided to the Superintendent, and the Town shall not be responsible for any order given verbally or by telephone, or for any mistake occurring from the lack of precise and proper instructions as to the particular space, size and location in a plot where interment, disinterment or removal is required.

The Town reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterment or removals, or in the description of transfer or conveyance of

any interment property either by canceling such conveyance and substituting and conveying in lieu thereof, other interment property of equal value and similar location as far as possible or as may be selected by the Town, or, in the sole discretion of the Town, by refunding the amount of money paid on account of such purchase. In the event such error shall involve interment of the remains of any person in such property, the Town reserves and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

The Town shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or when the regulations have not been complied with; The Town reserves the right under such circumstance to place the body in a receiving vault until the full rights of the parties recognize any protests of interment unless they be in writing and filed in the office of the Superintendent.

The utmost care will be exercised in making a removal when necessary, but the Town shall assume no liability for damage to any casket, burial case, or urn incurred in making a removal.

The Purchaser agrees to abide by the Town of Lincoln, New Hampshire Cemetery Regulations as they may be amended from time to time, and by his or her signature hereto, acknowledges receipt of a copy of the current regulations.

Effective Date: October 1, 1990

Revised: October 2, 1991


Revised: April 26, 2006

Revised: Effective January 1, 2016

Revised: Effective January 1, 2023

Revised: Effective November 1, 2023

  
Cemetery Trustee

  
Cemetery Trustee

  
Cemetery Trustee

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date