

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF SAN JACINTO §

ETHICIAN FAMILY CEMETERY
LOT ASSIGNMENT AND GIFT DEED TO ASSOCIATED PLOT

LOT ASSIGNMENT

On this date, in recognition of the love, affection, and respect expressed by

_____,
whose mailing address is _____

(hereinafter called GRANTEE), for God, Gaia, The Great Spirit, Allah, Yaweh, Gods, or any other spiritual entity or entities that humans have defined as the Spirit of, or Creator of the Universe, (hereinafter called GOD) and for the evolving Universe and all creatures therein, (hereinafter called CREATION, and God’s agent, via a donation in the sum of \$ _____ to be used for the support of THE UNIVERSAL ETHICIAN CHURCH, whose mailing address is 1401 19th Street, Huntsville, Texas 77340, (hereinafter called GRANTOR or EC) along with a desire to return to the Earth to replenish and nurture the beauties of Creation in perpetuity upon death of the mortal body, Lot ____ Block ____ of THE ETHICIAN FAMILY CEMETERY, (hereinafter called CEMETERY) as platted and recorded in the deed records of San Jacinto County, 03-8191, page 34910, is hereby assigned to _____ for use for burial of his or her remains. Said lot has been selected by Grantor as a “UNITED ETHICIAN FAMILY LOT’ to be shared by up to 12 members of our Church family and 24 pets.

GIFT DEED

Grantor hereby grants by gift to Grantee, grantee’s assigns, heirs and successors, 1 human burial plot and 2 small pet burial plots, within the assigned united family lot, to be selected within the bounds of said lot as needed. Said burial plots shall be the perpetual resting place of the earthly remains of Grantee and grantee’s pets.

Execution of this assignment document obligates the Grantee to the following:

1. To erect a historical type marker, at the surveyed property boundary of said Lot along the major forest pathway leading to said Lot. Said marker should commemorate the history of the Grantee’s family and should be erected within 36 months of the date of Lot assignment. (visit www.southwellco.com for illustrations of recommended marker styles) This provision is optional for individuals assigned to United Family Lots.
2. To strictly adhere to and enforce the provisions of the Conservation Easement granted to NATURAL AREA PRESERVATION ASSOCIATION, (hereinafter called NAPA) as recorded in the deed records of San Jacinto County, 03-6378, page 27685, as they pertain to “Green Burials” and the protection of the native ecosystem on the assigned Lot. (visit www.ethicianfamilycemetery.org to download a copy of the conservation easement)

3. To adhere to the requirements of State Law as it applies to the deceased and burial of the deceased. (visit www.burger.com/cemover.htm for a good overview of statutes)
4. To erect a marker at the head of the grave within 12 months of burial, that gives a short biographical narrative about the deceased, along with a favorite poem, quotation, or verse of scripture if desired. Individuals assigned to United Family Lots are encouraged to mark their preferred burial location with a t-post with their name inscribed and attached to it. Grave plots will be selected by friends, family, or Grantor should Grantee die without having selected a Plot.
5. To provide THE UNIVERSAL ETHICIAN CHURCH with the GPS coordinates of the burial along with the biographical information related to the deceased for posting on the church's web-site or sites at www.salvationnetwork.org or www.ethicianfamilycemetery.org, or maintained in other church records.
6. To strictly adhere to the cemetery rules as laid out by Grantor and to comply with any future changes or modifications to same. (visit www.cemeterygroup.org or www.ethicianfamilycemetery.org)

Grantee further absolves Grantor of any and all liability associated with failure of the Grantee, or Grantee's assigns, and to indemnify same, as it relates to:

1. Failure by Grantee to adhere to any required provision of law as it relates to the deceased and burial thereof.
2. Any act of vandalism, trespass, condemnation, or any action associated with any claim against said Cemetery or portion thereof whether it be a utility easement, proscriptive easement, or any other factor that in the future may have a negative impact on said Lot. Grantee agrees to join with Grantor, to the greatest degree reasonably practical, in protecting said Cemetery from the above possible negative impacts, or any other factor which may have a negative impact on said Cemetery.
3. Any negative or unforeseen act or action by any of God's creatures which may have an impact upon the remains of the deceased to include but not be restricted to coyotes, cougars or other wild or feral carnivorous beasts. (It is highly recommended that, where possible, and if there is no negative impact upon the native ecosystem, that the grave be dug deeper than the requirements of State Law, or that field stones or other natural appearing heavy object be placed over the grave until such time as may be necessary for sufficient decomposition along with compaction will have occurred to discourage excavation by God's wild beasts.)

GRANTOR and NATURAL AREA PRESERVATION ASSOCIATION are the sole interpreters of the governance, protection of, and preservation of the native ecosystems in said "Green Cemetery" and retain the right of entry to take any corrective action that may be necessary upon any Lot in order to maintain the biological integrity thereof. Said actions may include the use of "prescribed fire" in order to enhance the natural regeneration of the threatened Longleaf Pines or other rare, threatened, or endangered species; the removal of any unauthorized plantings of, or encroachment by, non-native or exotic species, or the removal of any other object that might impair the native forest ecosystem. Grantee hereby absolves Grantor and NAPA from any and all liability which may be associated with any act or action that in Grantor and NAPA's opinion may be necessary for the protection of said native ecosystem.

In the event that Grantor determines that it is in the best interest of THE UNIVERSAL ETHICIAN CHURCH, or is mandated by Statute, Grantor retains the following rights:

1. To negate the assignment, without any liability to Grantor, of any Lot upon which Grantee or Grantee's assigns, successors, or agents, causes or threatens to cause irreparable harm to the native ecosystem. Any burial then current if such action must be taken, shall not be violated or voided and shall remain intact.

Further expectations of Grantee are as follows:

1. To continue to help within Grantee’s financial means, the mission of Grantor as it relates to teaching respect for and protection of God’s Creation.
2. To help spread the Gospel of “The Golden Rule of the New Millennium” AKA “ETHICIAN RULE” unto all the world. (visit www.goldenruleministries.org)
3. To promote human and animal rights along with “World Peace” for all Creation. (visit www.allianceforworldpeace.org)

It is further understood by Grantee that:

1. THE ETHICIAN FAMILY CEMETERY is a CHURCH CEMETERY sacred to GOD.
2. That Lots and Plots are assigned first to Ethician family members who have been anointed into the fellowship of the Church, and secondarily to deceased persons who may be anointed as members posthumously upon the pledge of family or friends that the deceased was worthy of membership in the Church due to her or his life of caring for all of God’s children and all Creation.
3. That Grantor may modify or change the provisions of this Lot assignment agreement at any time without notice in the event said modifications may be prescribed by law, the conservation agreement, or changes necessary to protect the native ecosystem.

Executed this ____ day of _____, 20____.

FOR GRANTOR _____

STATE OF TEXAS §
COUNTY OF _____ §

Before me, _____ on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes and consideration therein stated, individually and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

I agree to abide by the cemetery rules:

GRANTEE _____