

**ST. ALBAN'S COLUMBARIUM IN THE CATHEDRAL CHURCH OF ALL SAINTS
Conveyance and Agreement**

NICHE NUMBER _____

St. Alban's Chapel

We, the Congregation of the Cathedral Church of All Saints, Halifax, a body corporate, appointed by, and acting on behalf of, The Dean and Chapter of the Cathedral Church of All Saints, Halifax (the "Dean and Chapter"), in consideration of the sum of \$ _____ paid to us by _____ (the "Grantee") declare that we hold the above-described niche in St. Alban's Columbarium in trust for the Grantee, and his or her heirs, executors, administrators and permitted assigns, for their use and benefit, to be used by him or her or them to store the ashes of one OR two (delete one) person(s) and for no other purpose, subject to the following terms and conditions:

(a) The title to the lands upon which the Cathedral Church of All Saints stands shall remain forever in the Dean and Chapter, subject to this declaration of trust.

(b) The rights of the Grantee, and his or her heirs, executors, administrators and permitted assigns, to control and use the niche, or to sell or transfer it, or any interest in it, shall be as set forth in the Regulations respecting die Columbarium made by the Dean and Chapter, as amended from time to time.

(c) We agree to keep a register of the name and address of each grantee of a niche in the Columbarium and of each transfer from one grantee to another.

(d) We agree to keep a separate register, available for public inspection, of the name of every deceased person whose ashes are interred in the Columbarium, the location of the ashes, the date of the interment and the particulars of every disinterment or removal of ashes.

(e) After deducting an amount established by the Dean and Chapter for each niche with respect to the initial capital cost of the Columbarium, we agree to invest the balance of the sum paid for the use of the niche, and to use the income from it for the maintenance of the Columbarium and the Cathedral in accordance with the Canons of the Diocesan Synod of Nova Scotia & Prince Edward Island, and the legislation governing the Cathedral as amended from time to time.

(f) We agree to use reasonable care to preserve the ashes entrusted to us but neither we nor the Dean and Chapter shall be liable to the Grantee, or his or her heirs, executors, administrators or permitted assigns, with respect to the loss, damage or not done with respect to the Columbarium by us or by anyone acting under the authority of the Dean and Chapter. or destruction of urns or ashes stored in the Columbarium, or in connection with anything done or not done with respect to the Columbarium by us or by anyone acting under the authority of the Dean and Chapter.

(g) The Dean and Chapter reserves the right to itself to enlarge or remodel the Columbarium, or to remove it and build a new columbarium in a new location and abandon the use of the existing Columbarium. In any of these cases, if the above-described niche is affected, we will substitute another niche of substantially like size and character, in which case the Grantee, and his or her

heirs, executors, administrators and permitted assigns, shall have the same rights in the substituted niche as are granted by this declaration of trust.

(h) Use of the niche shall also be subject to the applicable laws of Nova Scotia.

Dated: _____,

Congregation of the Cathedral Church of All Saints,
Halifax

By: _____

And: _____

I, the Grantee, agree to comply with the terms and conditions respecting the use of the niche, as described above, and with the Regulations respecting the Columbarium, as amended from time to time. This agreement shall be binding on my heirs, executors, administrators, and permitted assigns. I also agree that neither the Congregation of the Cathedral Church of All Saints, Halifax (the "Congregation") nor the Dean and Chapter shall be liable to me, or my heirs, executors, administrators and permitted assigns, with respect to the loss, damage or destruction of urns or ashes stored in the Columbarium, or in connection with anything done or not done with respect to the Columbarium by the Congregation or by anyone acting under the authority of the Dean and Chapter.

Grantee

Regulations Respecting the St. Alban's Columbarium in the Cathedral Church of All Saints

We, the Congregation of the Cathedral Halifax, with the approval of the Dean and Chapter, make the following regulations respecting St. Alban's Columbarium in the Cathedral Church of All Saints, Halifax.

- (i) Space priority:** The individual niches will all be a standard price regardless of location. They will be assigned by us on a first come, first served basis.
- (ii) Uniformity:** Each niche will have an oak face with a brass plaque supplied by us, incised by us with names and dates, to ensure that all niches will have a uniform appearance. No additional memorial of any type will be permitted in the Columbarium.
- (iii) Permission required:** The interment of ashes will be permitted only with the written permission of the Grantee, his or her heirs, executors, administrators, or permitted assigns, except in cases where the Grantee, heir or assign has died and his or her ashes are to be interred.
- (iv) Committal services:** Any interment of ashes in the niche, and any ceremony conducted or service read within the Cathedral, shall be in accordance with the rites of the Anglican Church of Canada, except with the prior consent of the Dean.
- (v) Access:** The use of the niche includes the right to reasonable access to the niche, as determined from time to time by us, for the Grantee, his or her heirs, executors, administrators, permitted assigns, family and the public.
- (vi) Privileges:** Other than the right to reasonable access, the use of the niche does not include any greater privileges with respect to the use of the Cathedral or any of its chapels than are available to other members of the congregation or the public, as the case may be.
- (vii) Flowers:** Flowers are permitted in the Columbarium area only at the time of interment.
- (viii) Removal:** No ashes interred in the niche shall be removed except with our written permission.
- (ix) Sale or Transfer:** No transfer, whether by sale or otherwise, of a niche shall be registered unless and until we have approved the transfer in writing. We are under no obligation to give such approval or to give any reason for withholding approval. If approval for a transfer is withheld, upon request of the Grantee we will permit the sale or transfer to the next person to whom we would otherwise allocate an unallocated niche. A transferee will be required, as a condition of our approval, to sign a conveyance and agreement in the form approved for use by us at the time.
- (x) Amendment:** With the approval of the Dean and Chapter, we may amend or add to these regulations from time to time.