

**This cemetery is an endowment care cemetery.**



## **RULES AND REGULATIONS**

**PURPOSE:** The Forest Conservation Burial Ground (hereafter referred to as “The Forest”) is licensed by the State of Oregon as an Endowment Care Cemetery and is regulated by the Oregon State Mortuary and Cemetery Board. Endowment care means the general care and maintenance of all developed portions of the cemetery and memorials erected thereon. The following rules and regulations have been created and adopted by the board of directors of The Forest, effective March 19, 2020. These rules and regulations are set forth for the benefit and protection of all owners of interment rights and visitors to The Forest, and are designed for effective maintenance and conservation of the grounds. The Forest Conservation Burial Ground reserves the right to adopt new rules and regulations or to amend, alter, or repeal any rule or regulation that will help the Burial Ground to be of better service or enhance the conservation value or beauty of the Burial Ground.

**MISSION:** To provide a burial space to reconnect our experience of life and death with land conservation.

### **I. DEFINITIONS**

- a. **Biodegradable Casket:** A container made from sustainably-produced biodegradable material such as unfinished native wood or cardboard in which a body is buried or cremated.
- b. **Biodegradable Urn:** A container made from sustainably-produced biodegradable material such as unfinished native wood or cardboard in which the cremated remains of a body are buried.
- c. **Biodegradable Shroud:** A wrapping made of natural fibers, such as cotton, silk, wool, or linen in which a body is buried. A board is usually used to lower the shrouded body into the grave.
- d. **Cremated Remains:** The remains of a deceased human after cremation, sometimes called “Cremains” or “Ashes.”
- e. **Endowment:** An endowment trust fund is a permanent stewardship fund established to support the costs of maintaining the cemetery property. The principal of the endowment care fund is irreducible, other than to pay for the cost of administering the fund. The net interest income from the fund shall be used for the perpetual care, maintenance, repair, replacement and improvement of The Forest premises, including its features, improvements, fixtures and equipment in a manner which enhances and maintains the cemetery. **“Endowment care means the general care and maintenance of all developed portions of the cemetery and memorials erected thereon.” ORS 97.810(11)**
- f. **Grave:** A single earth burial space for human remains, as whole body or cremated remains.
- g. **Interment Right:** The right to inter a human body or cremated human remains in a specific grave space that is identified by descriptive names or numbers on a plat map that has been filed with Jackson County and is also identified on the Purchase Agreement and the Certificate of Interment Rights.

- h. **Memorialization:** Any memorial, monument, name plate, digital media or other structure placed upon or associated with any interment space for the purpose of identification and remembrance.
- i. **Natural Burial:** Refers to burial of human remains in a biodegradable casket, urn, or shroud in a cemetery managed with ecologically sound principles and with long term Land Stewardship plans and practices in place. Natural burial precludes embalming of the remains; the use of outer burial containers made of metal or concrete; and caskets manufactured with the use of metal, fiberglass, plastics, or other materials that are non-biodegradable or imported. All materials interred in the natural burial ground must be sustainably-produced and fully biodegradable.
- j. **Beneficiary:** A person who is to receive the interment right, or funeral and cemetery merchandise and services.
- k. **Purchaser:** A person who purchases interment right and/or cemetery merchandise and services for themselves or another person.
- l. **Second Right of Interment:** The right to inter cremated remains in a grave for which an original right of interment has already been purchased. Only the purchaser of the original interment right, or if deceased their nearest next-of-kin, may purchase a second right of interment and authorize burial of cremated remains in a given grave space. The cemetery will assess an additional fee for the right to place a second remains in any existing grave, and an additional fee for opening and closing the second interment.
- m. **Sexton:** Burial ground employee who manages the planning and implementation of burials in The Forest.

## II. GENERAL

- a. Admission to the Burial Ground: The Forest is privately owned. We welcome people to walk, hike, and visit the graves of loved ones during our hours of operation, dawn to dusk. While at The Forest, please be respectful of the place, plants, animals, and the people here. The Forest reserves the right to refuse the use of the facilities at any time to any person or persons whom the management in its sole discretion deems a threat to the best interest of The Forest. Service dogs are welcome, with advance notice; no other dogs are allowed. Please pick up after your animal.
- b. The Forest is open for interments 9:00 AM to 3:00 PM weekdays; request for interments outside standard hours must have sexton's approval and an additional charge of \$500.
- c. Holidays: The Forest Conservation Burial Ground will not perform interments, disinterments or removals on weekends or holidays, except by prior agreement and with an additional fee. The property is closed to interments, on New Year's Day, Martin Luther King's birthday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
- d. Automobiles should be parked in designated parking areas or off roadways at all times.
- e. Smoking, vaping, or use of any flammable materials is strictly prohibited on the premises and individuals engaged in such activity on Burial Grounds will be considered trespassers.
- f. Hunting is prohibited on the entire property at all times.
- g. Children under the age of 16 must be accompanied by an adult.
- h. Right to publish: The Forest Conservation Burial Ground and its assigns, licensees, and permittees, shall have the right at any time to make, publish, display, or otherwise use or dispose of any copies, replicas, photographs, models, cases, tracings, prints, or other reproductions or representations in any form, material or size of any property, memorial or embellishment.

## III. INTERMENT RIGHTS

- a. Interment Rights shall be purchased by a written purchase agreement executed by The Forest Conservation Burial Ground. After an owner fulfills all the requirements of the purchase agreement, The Forest shall issue a Certificate of Interment Rights to the owner. Certificate of

Interment Rights have historically been referred to as “Deeds.” The Certificate of Interment Rights vests in the owner interment rights only. The Certificate of Interment issued by the Burial Ground to any purchaser of a space shall not invest such purchaser with title in fee simple absolute, but only with an interment right, subject to these Rules and Regulations, and the title in fee to all such plots shall remain in The Forest Conservation Burial Ground. The Interment Right is the right to be interred in the Burial Ground. Every lot in the Burial Ground shall include an access easement across the lot for the benefit of adjacent lots.

- b. Second Right of Interment: The purchaser of the original interment right, or if deceased their nearest next-of-kin, may purchase a second right of interment and authorize burial of cremated remains in a given grave space for which an original right of interment has already been purchased. The cemetery will assess an additional fee for the right to place a second remains in any existing grave, and an additional opening and closing fee for interment of the cremated remains.
- c. Succession: Inheritance is governed by the laws of the State of Oregon. Upon the death of the owner, unless the owner has disposed of the plot either by specific direction in the will of the owner or by a written declaration filed and recorded in the office of the cemetery authority, if no interment has been made in an interment plot which has been transferred by certificate of Interment Right ownership to an individual owner or if all remains previously interred are lawfully removed, the plot descends to the heirs at law of the owner, subject to the rights of interment of the decedent and the surviving spouse of the decedent.
- d. Approval for the Certificate of Interment Right to be transferred to someone else requires the written agreement of the Burial Ground and is not final until it is recorded at the office of the Cemetery, and any and all charges have been paid.
- e. Sale, conveyance or transfer of Interment Rights: The Interment Rights shall not be sold, conveyed, transferred, or otherwise assigned in any manner except as duly authorized by The Forest. This requires a letter requesting that the original Certificate of Interment Right be replaced. The Burial Ground may charge a clerical fee to cover the transfers of Ownership. No transfer of Ownership shall be complete or effective until it is recorded at the office of the Cemetery and any and all charges are paid. In the case that an Interment Right owner will not be using that right, they may consider ‘donating back’ the Interment Right to The Forest. The Cemetery is under no obligation to purchase the Interment Right.
- f. Change of address: It shall be the duty of the owner of the Interment Rights to notify The Forest Conservation Burial Ground of any change of mailing address. Notice sent to the owner at the last address on file in the office of The Forest shall be considered sufficient and proper legal notification.

#### IV. INTERMENTS AND DISINTERMENTS

- a. Subject to laws: In addition to these Rules and Regulation, all interments shall be subject to State of Oregon and local law.
- b. Full payment before Interment: Except as agreed in writing between The Forest and the owner or owner’s legal representative, no interment shall be made until payment has been made for the designated interment right, any transfer fees, and the fee for opening and closing the interment space has been paid in full.
- c. Family is required to provide The Forest with 48 hours advance notice to arrange an interment. We recognize that there are requirements in some religious practices that burial take place within 24 hours of death. We will work to accommodate those needs, and will offer assistance as we can to achieve that goal.
- d. Requests may be made by telephone, in person, or by electronic communications. The following information must be furnished:

- i. Name of the deceased
  - ii. Date of death
  - iii. Desired date of interment and time of arrival at The Forest.
  - iv. Name and contact information of the owner of Interment Right
  - v. Name and contact information of person responsible for making arrangements
  - vi. Name and contact information of funeral service practitioner, if any
  - vii. Type and size of burial container, or shroud
- e. Identity of Remains: The Forest shall not be responsible for identifying remains received for interment. The funeral practitioner selected by the family, or the family themselves, are responsible for this verification. The Sexton of the Cemetery is responsible for verifying that the tag number on the remains matches the tag number on the Final Disposition Permit. If these do not match, the Interment may not proceed.
  - f. Personal effects: The Forest Conservation Burial Ground shall not be responsible for any personal effects or items left with, on, or in a body before or after the interment.
  - g. All burial containers must be approved by the Sexton. Materials must be natural, biodegradable, and sustainably produced, including caskets, cremated remains containers (urns,) and shrouds. The Forest Conservation Burial Ground will not accept embalmed remains.
  - h. Caskets: Caskets of untreated sustainably-produced native wood, cardboard, papier-mache, or locally-produced wicker, willow, or reeds are permitted. Exotic hardwoods, plastics, metals, or concrete are not permitted. No imported caskets will be allowed. The deceased should be dressed in biodegradable fabrics, such as cotton, wool, silk, or linen.
  - i. Shrouds: Natural and sustainably-produced materials such as cotton, linen, silk or wool are acceptable for shrouds. Shrouded bodies must be entirely wrapped head to toe and be supported on a solid board for lowering. Such boards are offered for sale by The Forest. Plywood or particle-board supports are not acceptable.
  - j. No interment can take place without an Interment Authorization Form, signed by the person with authority to control the remains, and the owner of the Interment Right, as required by the State of Oregon.
  - k. All funeral processions within The Forest will be under the direction of the Sexton.
  - l. Employees will suspend labor during graveside services.
  - m. Families may participate in the opening and closing of the grave, if they wish, under direct supervision of employee(s) of the Burial Ground. Regardless of assistance with opening and closing of the grave, the normal fee that would be charged for this service still applies.
  - n. Snow: There is an additional charge for removal of snow or ice to allow access to burial plots.
  - o. Weather delay: In adverse weather conditions, it may be necessary to make arrangements with a funeral establishment to hold the body in refrigeration until weather allows access.
  - p. In keeping with the beauty of the natural landscape, loose flowers may be placed within or on the grave site but no plastic, metal, glass, vases, flags, stands, or non-native plants are allowed. The Forest reserves the right to remove such items.
  - q. Disinterments and removals: The special nature of 'natural' or 'green' burial, utilizing a shroud or simple biodegradable container, negates the possibility of disinterment. Natural burial, by definition, results in more rapid breakdown of human bodies or cremated remains; therefore, removal of remains is not possible once decomposition has begun. The purchaser recognizes and accepts this limitation.
  - r. Family Grouping: At the time of a first family interment, additional adjacent plots may be selected and reserved with the assistance of the Sexton. Those nearby sites can be reserved for up to six months awaiting full payment for purchase of Interment Rights.

V: MARKERS, DECORATIONS, AND ADORNMENT

- a. Each grave will be marked with a survey marker bearing name/date of birth/date of death of the interred. Additional grave markers are not required by The Forest.
- b. Only native stones from the property of Willow-Witt Ranch may be used as grave markers and are available for sale. The content of marker engravings must be approved by The Forest, which will recommend local engravers. Markers will be placed by the employees of The Forest, with family assistance if desired, 6-12 months after burial to allow for settling of the soil. Regardless of assistance with placement of the memorial marker, the normal fee that would be charged for this service still applies.
- c. All memorials are subject to the acceptance or rejection by The Forest prior to placement. Acceptance or rejection shall be based on the specifications, material, size, color, design and inscription requirement or standards of each plot location.
- d. Should any memorial become unsightly or a menace, in the sole judgment of the cemetery, The Forest has the right to correct the condition or remove the same, at the expense of the owners.
- e. All improvements or alterations of any property within the grounds of The Forest shall be under the control and direction of, and subject to the consent, satisfactions, and approval of the Cemetery. The Cemetery may, at any time, remove or alter any improvement or alteration when, in its sole judgment, the same becomes unsightly, dangerous, or detrimental.
- f. No border or enclosure of any kind, such as a fence, coping, hedge, stone, or ditch shall be permitted without the consent of the Cemetery. Broken or unsightly borders and enclosures can be removed at the discretion for The Forest when, in its sole judgment, they have become unsightly, dangerous or detrimental.
- g. No artificial flowers, plastic, metal, boxes, shells, toys, ornaments, vases, statuary, photographs or non-biodegradable materials may be placed on or near graves. Items may be removed by the Cemetery if, in the sole judgment of The Forest, those items are unsightly, dangerous, obstructive or decrepit, or for any reason.
- h. The Forest Conservation Burial Ground will maintain grave markers and memorials placed in accordance with Cemetery rules, and the survey markers placed at interment. The Forest Conservation Burial Ground is not responsible for wear and tear, damage, deterioration, or weathering of markers. Specifically, the interment right owner(s) releases liability for markers or other items removed from the cemetery.
- i. The Forest shall have the sole discretion as to all matters regarding landscaping and plantings. Any unauthorized plantings will be removed. Not all areas are suitable for plantings. In the event the site is amenable to placement of a memorial planting, the Cemetery must approve of the plants, which must be native to southwestern Oregon and appropriate to the microclimate of the particular area of the Cemetery. Native plantings are for memorial purposes and will require consultation with cemetery staff prior to placement. A fee will be charged for placement, and planting will be done by the employees of The Forest, with family assistance if desired. Should memorial plantings grow to encumber safe passage through the area, they may be trimmed or pruned and, in the event of high risk, removed without notice.
- j. Permanent placement of personal property: The Forest Conservation Burial Ground permits the burial of some personal property in interment spaces (jewelry, photographs, biodegradable mementos, cremated remains of pets, etc. all of which must be discussed with the Sexton prior to placement.) However, the Burial Ground does not assume responsibility for the security of any personal property placed within a grave or casket at the time of interment, or for removal of same.

VI: ENDOWMENT CARE FUND

- a. In connection with the sale of interment rights, The Forest will collect and deposit 15% of proceeds for a whole body burial, or buried cremated remains, into the Endowment Care Fund.
- b. Endowment care means the general care and maintenance of all developed portions of the cemetery and memorials erected thereon. ORS 97.810 (11)
- c. The Forest Conservation Burial Ground will be maintained as a natural environment and will not look like a traditional 'Lawn Cemetery.' Only plants native to the site will be permitted. Trails, roads, and access will be maintained for safety and aesthetics. The surrounding forest will be kept open sufficiently to decrease dangers to visitors and decrease impact to gravesites. Some dying trees will be left as wildlife trees and if a tree falls across a grave site it may be left intact. The Cemetery will use best available stewardship and environmental techniques to protect the health of the site. Integrated Pest Management and hand removal will be used to control invasive plants or insects. Organic pesticides will be used only if IPM or hand management is insufficient. Other management techniques may include the use of prescribed fire or burns. The Forest Conservation Burial Ground will maintain all memorial benches, plaques, grave markers and the survey markers placed at interment in accordance with Cemetery rules. The Forest Conservation Burial Ground is not responsible for wear and tear, damage, deterioration, weathering or removal of said benches, plaques, or markers from the Cemetery.

VII: RIGHT TO REPLAT, REGRADE, AND USE PROPERTY: The Forest Conservation Burial Ground reserves the right, from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property hereby mapped and platted, (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) to file amended maps or plats thereof, and to use the same for the erection of buildings or for any purpose or uses connected with, incident to, or convenient for the care, preservation, or preparation for the interment of human remains, or other Burial Ground purposes so long as said changes do not alter the size or shape of any currently platted grave spaces for which interment rights have been sold and which do not disturb any interred remains.

This facility is licensed and regulated by the Oregon Mortuary and Cemetery Board (971) 673-1500