

STANSBURY SERVICE AGENCY
STANSBURY CEMETERY RULES AND REGULATIONS
Version January 1, 2013

1. MISSION STATEMENT

The mission of the Stansbury Cemetery is to provide an affordable, peaceful, and well-maintained permanent resting place and memorial for the deceased.

2. GENERAL PROVISIONS

The Cemetery is owned by the Stansbury Greenbelt Service Area (the "Service Area"), and by interlocal agreement is to be operated and maintained the Stansbury Service Agency (the "Service Agency").

3. DEFINITIONS

3.1. "Board" means the Service Agency Board of Trustees.

3.2. "Body" means the remains of one human body (cremated or otherwise).

3.3. "Cemetery" means the Stansbury Cemetery, situated on the real property owned by the Service Area located on Brigham Road, Stansbury Park, Utah, to be used and reserved for interment of the dead, in conformance with these Rules.

3.4. "Certificate of Interment Right" or "Certificate" means a Certificate which confirms ownership of interment rights and describes the location of the Plot within the Cemetery.

3.5. "Certificate Transfer Fee" means the fee charged by the Service Agency for issuing a duplicate certificate or to transfer or sell a certificate of interment rights, as set forth herein.

3.6. "Disinterment" means the opening or excavation of an existing Plot.

3.7. "Fee Schedule" means the Schedule of Fees and Charges promulgated by Board resolution from time to time.

3.8. "Infant" means a fetus or a child less than two (2) years of age.

3.9. "Interment" or "Inter" means the burial of a body in a Plot.

3.10. "Plot" or "Grave" or "Gravesite" means a legal and authorized gravesite generally measuring four feet (4') by ten feet (10') in which is granted a right of interment pursuant to these Rules.

3.11. "Non-resident" means any person who is not a Resident.

3.12. "Resident" means any person who has ever been domiciled within the boundaries of the Service Area, regardless of the person's domicile at the time of death.

3.13. "Rules" means these Cemetery Rules and Regulations.

3.14. "Sexton" means the individual designated by the Service Agency to administer and/or supervise the use, operation and maintenance of the Cemetery, or his duly authorized designee.

4. OWNERSHIP AND CERTIFICATES

4.1. Rights of Ownership. In accordance with Utah Code Ann. § 8-5-7, ownership of a Plot within the Cemetery shall provide only the right to be interred in the Cemetery and is not a deed conveying legal title to or other interest in real property.

4.2. Purchase of Plots. Residents must provide evidence in a form acceptable to the Service Agency that they are a Resident. Residents and Non-residents may purchase Plots in the Cemetery for the price listed on the Schedule of Fees to be adopted from time-to-time by the Board. One or more Plots may be purchased at a time. All Plots purchased for the Resident rate or the non-Resident rate shall be clearly marked on the Certificate to indicate that the owner paid the Resident or Non-resident price for the Plot, as the case may be. Certificates may be transferred as provided herein.

4.3. Certificate of Interment Right. Owners of each Plot shall be issued a Certificate of Interment Right which shall entitle the Owner thereof, or the Owner's designee, to be interred in the Plot described in the Certificate, in conformance with the following:

(a) A separate Certificate shall be issued for each Plot.

(b) The Service Agency shall retain duplicate records of all Certificates issued by the Service Agency. Service Agency records shall be the official record of ownership for all Certificates and the Plots identified therein.

(c) The Certificate shall include a statement that Owners are subject to these Rules.

(d) The Certificate shall be cancelled on the books and records of the Service Agency upon an interment in the Grave identified in the Certificate.

4.4. Owner's Designation of Plot Use by a Deceased Individual. The Owner of a Certificate may designate a deceased individual, other than the Owner, to be interred in the Plot described in the Certificate by completing an Interment Designation Form by either appearing in person and producing photo identification proving the Owner's identity, or by having the Owner's signature on the form notarized by a licensed notary public. The Interment Designation Form shall identify the name of the deceased individual to be interred in the Plot and other information as shall be required by the Service Agency.

4.5. Transfers and Sale of Certificates to Living Individuals. Certificates and interment rights thereunder may be transferred and sold to living individuals in conformance with the following:

(a) Transfer of Certificates to Family Members or Donees. A Certificate for an unoccupied Plot may be transferred by the Owner of the Plot by: (1) completing a Certificate Transfer Form by either appearing in person and producing photo identification proving the Owner's identity, or by having the Owner's signature on the form notarized by a licensed notary public, (2) providing evidence in a form acceptable to the Service Agency that the transferee is a family member of such owner or has been donated to a person without consideration, and (3) paying the applicable Certificate Transfer Fee. The transfer of Certificates owned by deceased persons shall be completed in accordance with the applicable provisions of the Utah Uniform Probate Code. If Certificates for Plots purchased at the Resident rate are transferred to a Non-resident family member who is not the Certificate owners' spouse, parent, sibling, child, grandchild, or great-grandchild, the transferee must pay the difference between the Residential rate and Non-Resident rate, at the time of transfer, prior to a new Certificate being issued to the transferee.

(b) Sale of Certificates to Other than Family Members. Owners of Certificates who desire to sell a Plot (as distinguished from a transfer of a Certificate as provided in Section 4.4 (a) above), shall first offer the Plot for sale to the Service Agency at the original purchase price indicated on the face of the Certificate. The Service Agency shall have ten (10) days within which to decide, at its sole discretion, whether or not to redeem the Certificate. In the event the Service Agency elects not to redeem the Certificate, the Owner shall be authorized to sell the Certificate to a third party for such consideration as the Owner and buyer may agree.

(c) Commercial Bulk Sales of Certificates. The Service Agency may sell Certificates on a commercial bulk sales basis to a mortuary or other funeral service provider, at the Board's sole discretion, for such consideration as it may determine, on a case-by-case basis.

(d) Issuance of Replacement Certificates. For every Certificate transferred or sold pursuant to this Section, a new Certificate shall be issued in exchange for the old Certificate, and the old Certificate shall be marked "*Cancelled*" on its face, and the cancelled Certificate shall be retained by the Service Agency in its records.

4.6. Duplicate Certificates of Interment Right. In the event a Certificate is lost, a duplicate Certificate may be issued upon written application of the Certificate owner and payment of the Certificate Transfer Fee. Duplicate Certificates shall be clearly marked with the words "Duplicate Certificate" on the face of the Certificate.

4.7. Abandonment and Forfeiture of Plots. The Service Agency may terminate the interment rights of owners in the Plots in accordance with Utah Code Ann. §8-5-1, et seq.

5. PROCEDURES

5.1. Cemetery Care. The Service Agency shall care for the Cemetery generally, and perform, at a minimum, the digging of graves, filling of graves, seeding or sodding of graves with grass, watering and mowing of the lawn within the Cemetery, all within and subject to the budget constraints of the Service Agency.

5.2. Caskets or Coffins. Except as otherwise approved by the Board, no more than one Body may be buried in any one Plot. Vertical stacking of vaults, caskets, coffins, or urns is not allowed. All bodies, remains, or other items buried with the Body must be in a casket, coffin, or urn. All caskets, coffins, or urns must be enclosed in a concrete vault that is acceptable to the Service Agency. The casket, coffin, or urn shall contain only the Body or remains of the deceased, clothing and jewelry, and other small personal items that fit into the casket or coffin.

5.3. Excavating Plots. No person other than Service Agency-authorized personnel shall excavate a gravesite unless authorized in writing by the Sexton.

5.4. Application. The Service Agency shall not open a Plot for interment, provide interment services, or disinterment services until the Service Agency has received a completed application for interment or disinterment, on the form provided by the Service Agency, signed by a relative of the deceased, ecclesiastical leader, or licensed funeral director representing the deceased together with the applicable fees as provide herein.

5.5. Proof of Plot Ownership. If the deceased is the sole owner of the Plot, the Service Agency shall verify the identity of the deceased prior to interment. If the Plot is owned by someone other than the deceased, written permission in a form acceptable to the Service Agency from the owner of the Certificate shall be required prior to any interment.

5.6. Payment of Fees. The fee to open and close the gravesite, as set forth on the Fee Schedule, shall be paid in full prior to any interment or disinterment.

5.7. Additional Fees and Charges. Fees and costs in addition to those set forth in the Fee Schedule may be charged for special circumstances requiring additional Service Agency staff, equipment, or resources. Such additional charges shall be paid in full prior to any interment or disinterment.

5.8. Closing of Gravesites. Service Agency personnel shall close any open gravesite promptly after the casket or coffin is placed inside the vault.

5.9. Disinterment Services. The Service Agency shall provide disinterment services only for persons buried in a non-biodegradable vault and in accordance with applicable statutes, rules, and regulations.

5.10. Indigents. Whenever it is determined by the Service Agency that any Resident, who has died, does not have funds or an estate sufficient to pay the cost of the Plot and/or the other applicable fees and charges, and whose nearest relative or representative desires to have the Body of such person interred in the Cemetery, the Board may grant an exception to these Rules and provide for the burial of said

person at such cost as it shall, in its discretion, determine to be fair and reasonable under the circumstance. All strangers without known relatives, who die within the Service Area boundaries may be accorded the same privileges as an indigent.

5.11. Human Interments Only. Only human remains may be buried in the Cemetery.

6. FUNERALS AND INTERMENT

6.1. Prohibited Days. Graveside services or interments shall not be conducted on any holiday recognized by the Service Agency or on Sunday, except as expressly authorized by the Board.

6.2. Hours of Services. Graveside services or interment shall be conducted between the hours of 8:00 a.m. and 2:00 p.m., unless otherwise approved by the Sexton.

6.3. Length of Services. Graveside services and/or interments shall not exceed two (2) hours in length unless authorization is provided by the Sexton.

6.4. Funeral Processions. Upon entering the Cemetery, all funeral processions shall be under the control and direction of Service Agency personnel.

6.5. Grave Decorations. Any grave decorations, funeral designs, flowers, or other items are subject to removal as required for maintenance (lawn mowing, etc.). Funeral flowers and grave decorations will be discarded when they become unsightly as determined by the Sexton. Notwithstanding the foregoing, the Service Agency will discard all flowers and grave decorations that are not retrieved by the Monday following Memorial Day. Artificial flowers will not be allowed unless they are placed in a permanent vase attached to the cement base during the mowing and maintenance season, except for Memorial Day decorations which shall be removed as provided in the preceding sentence.

6.6. Responsibility for Decorations. The Service Agency claims no responsibility or liability, nor will it accept any claims against it for loss or destruction of personal property left in the Cemetery, and disclaims all responsibility for any loss or damage resulting from causes beyond its reasonable control.

7. GENERAL RULES AND LANDSCAPING

7.1. Recreational Activity. No recreational or athletic activities are permitted within the Cemetery.

7.2. Noise. All visitors to the Cemetery shall maintain reasonable level of noise to avoid disturbing other visitors to the Cemetery. Loud music, shouting, yelling, barking dogs, and other loud noises are prohibited.

7.3. **Damage or Removal of Headstones or Tombstones.** It is unlawful to damage or remove any headstone, tombstone, or marker located in the Cemetery or to desecrate any gravesite within the Cemetery.

7.4. **Animals.** Animals, with the exception of service animals for the blind, etc., are not allowed on Cemetery property except within the confines of a vehicle and must remain within the vehicle.

7.5. **Motor Vehicles.** Motor vehicles shall remain on clearly designated roadways within the Cemetery unless provided express consent by Service Agency personnel.

7.6. **Planting of Bushes or Trees.** No plants, bushes, trees, shrubs, flowers, or other vegetation may be planted in the Cemetery by anyone other than Service Agency personnel. Turf maintenance, spraying or spreading chemicals by anyone other than Service Agency personnel is strictly prohibited.

7.7. **Visitation Hours.** Cemetery hours shall be from sunrise to one-half hour after sunset, unless otherwise posted.

7.8. **Signs and Advertisements.** No unauthorized signs or advertisement shall be displayed within the Cemetery.

7.9. **Speed Limits within the Cemetery.** The speed limit within the Cemetery shall be five (5) miles per hour.

7.10. **Children.** Children under the age of twelve (12) years of age shall not be allowed within the Cemetery unless accompanied by a parent or a chaperone at least eighteen (18) years of age. Exceptions to this rule are allowed for persons attending an authorized funeral, placing flowers on a gravesite of a deceased relative or friend, or performing any other customary respect or respectful actions consistent with environment maintained within the Cemetery.

7.11. **Surface Grade.** No Plots shall be raised above the established grade of the Cemetery.

7.12. **Alcoholic Beverages/ Illegal Drugs.** Smoking, alcoholic beverages and illegal drugs are strictly prohibited within the Cemetery.

8. MARKERS AND MONUMENTS

8.1. **Fencing or Dividers.** No Plot shall be defined by fences, railings, coping, hedges, trees, shrubs, embarking depression, or any other markers to describe its corners or boundaries, unless approved by the Board.

8.2. **Headstones, Tombstones, and Markers.** Raised markers are permitted in the Cemetery. The owners of gravesites or relatives of deceased persons interred in the Cemetery are required to erect and maintain, in a manner satisfactory to the Service Agency, and at the expense of the Plot owner or relatives of the deceased, headstones, marker, or other suitable monuments at the head of the gravesite

with the name of the deceased person plainly inscribed thereon. All headstones, tombstones or markers must be in an orderly row and reasonably in line with all other such markers in that Block. The installation of monuments and markers will be done by Service Agency personnel or by monument companies under the supervision of the Sexton, and is subject to weather conditions, frozen ground, etc., and may be delayed at the discretion of the Sexton. Installation appointments must be made at least 24 hours prior to the desired placing of the monument or marker.

8.3. Cement Base. All headstones, tombstones, or markers shall have a cement base, level with the ground, extending outward from the outer perimeter of the base of the headstones, tombstones, or markers shall be six (6) inches on all sides, with a minimum thickness of four (4) inches.

8.4. Specifications for Raised Markers. The width of a single raised headstone, tombstone, or marker shall not exceed twenty-four (24) inches, not including the base. The width of a raised double headstone, tombstone, or marker shall not exceed forty-two (42) inches, not including the base. The height of single or double raised headstones, tombstones, or markers shall not exceed forty-two (42) inches above ground level. An exception to the maximum height and width requirement may be granted by the Sexton for a family marker, but in no event, more than 60 inches above ground level. Only one family marker shall be allowed for each eight (8) Plots. Family markers must be aligned within the general alignment of raised or flat markers. Any exception to the foregoing must be approved by the Board.

8.5. Specifications for Flat Markers. Flat markers shall not be smaller in surface measurement than twelve (12) inches by eighteen (18) inches, not including the base and not larger than twenty-one (21) inches by forty-two (42) inches, not including the base.

8.6. Liability for Damage. The Service Agency shall not be held liable for damage to headstones, tombstones, or markers, including any damage caused during Cemetery maintenance or resulting from Service Agency moving or transferring the headstones, tombstones, or markers for interment purposes.

9. DECORATING GRAVESITES AND OTHER REGULATIONS

9.1. Materials. All headstones, tombstones, or markers must be made of real bronze, glazed granite or other permanent materials acceptable to the Sexton. Headstones, tombstones, or markers shall not be made of wood, sandstone, or any other material which is susceptible to decay.

9.2. Vases. All permanent vases placed in the cement or stone base of the marker or monument and shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed provided they do not project horizontally beyond the base of the monument. No glass vases shall be allowed.

9.3. Theft or Loss of Personal Belongings. The Service Agency is not responsible for the theft or loss of personal belongings in the Cemetery.

10. AMENDMENT

These Rules may be amended from time-to-time as the Board, in its sole discretion, sees fit.

11. EFFECTIVE DATE

These rules shall be effective January 1, 2013.

STANSBURY SERVICE AGENCY

Board Chair