

**MINTURN CEMETERY DISTRICT  
REGULAR MEETING AGENDA**

June 15, 2026

4:00 p.m.

**Minturn Cemetery Mausoleum  
806 Cemetery Rd., Minturn, CO**

**I. Call to Order (4:00pm)**

**II. Roll Call**

**III. Public Comment**

**IV. Approval of Meeting Minutes from May 11, 2026**

**V. DISCUSSION (4:05pm)**

**A. RESOLUTION NO.2 SERIES 2026**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MINTURN CEMETERY DISTRICT APPROVING REVISED RULES AND REGULATIONS FOR THE RIVER VIEW CEMETERY AND MAUSOLEUM AND OLD EDWARDS CMETERY

5 min

**B. Old Edwards Cemetery (4:10) - Sidney**

Green

Peterson

5 min

**C. Property Manager Report (4:15) – Ray**

Old Edwards Cemetery – Green parcel

Berm along I-70

10 min.

**VI. Check and Document Signing (4:25)**

5 min

**VII. OTHER BOARD BUSINESS**

TBD

**VIII. Adjournment (4:35)**

**The next Minturn Cemetery District regular board meeting is TO BE DETERMINED.**

MINTURN CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
*Minturn Cemetery Mausoleum Chapel*

May 11, 2026

4:00 pm

Members Present:

Art Chavez

John Sheehan

Travis Coggin

Members Absent:

n/a

Staff:

Ray Sforzo

Sidney Harrington

Matt Mire

I. CALL TO ORDER

John called the regular meeting to order at 4:16 p.m.

II. ROLL CALL

John, Art, Travis, Matt, Ray and Sidney were present.

III. PUBLIC COMMENTS

Eagle County Charter Academy safety and emergency committee members, Todd DeJong and Molly Brown, Principal, attended the meeting and spoke before the board.

The ECCA is looking to improve safety routes for students as they arrive and leave the school. Specifically they are looking at several areas on their property where they could create an emergency egress / ingress for an ambulance as well as an alternative walking path than the existing sidewalk along Charter School Road.

Molly and Todd reported that the school has allocated about \$500,000 towards the future project and they are fully aware of their location limitations and that they are asking for access through land parcels that belong to others.

IV. APPROVAL OF MEETING MINUTES

John motioned to approve the meeting minutes from the May 11, 2026 regular meeting, Art seconded, and all were in favor.

V. DISCUSSION

**A. RESOLUTION NO.1-2026: A RESOLUTION OF THE MINTURN CEMETERY DISTRICT APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE MINTURN CEMETERY AND THE GREEN CEMETERY CORPORATION.**

The board of directors reviewed and approved a formal contract for Fred Green's cemetery property in Edwards. A motion to approve a contract to buy and sell real estate between Minturn Cemetery District and the Green Cemetery Corporation in counter proposal dated April 30, 2026 was made by Travis and Art seconded.

**B. Executive Session pursuant to:**

1. C.R.S. § 24-6-402(4)(a) to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property: and. § 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators on the topic of the Old Edwards Cemetery.
2. C.R.S. §24-6-402(4)(b) - to hold a conference with the district's attorney, to receive legal advice on specific legal questions – Matt Mire

Travis motioned to go into executive session citing the Colorado statute as stated at 4:46 pm, John seconded and all were in favor. The recording was stopped while the executive session took place.

John motioned to adjourn the executive session at 5:06 pm, Travis seconded and all were in favor. The regular session resumes.

**C. Administrator Report:**

The cemetery district has engaged with attorney, Josh McMahon to procure the Peterson parcel adjacent to the Old Edwards Cemetery.

Sidney is working on some minor updates to the rules and regulations for the board to approve.

**VI. BILL PAYING**

The following electronic funds transfers were made:

|         |          |     |                 |        |
|---------|----------|-----|-----------------|--------|
| Autopay | 5/1/2026 | eft | Vail Honeywagon | 178.25 |
| Autopay | 5/4/2026 | eft | Xcel Energy     | 899.63 |

The Following check payments were made:

|           |      |                                 |          |
|-----------|------|---------------------------------|----------|
| 5/11/2026 | 3827 | ABC Parts Inc.                  | 256.70   |
| 5/11/2026 | 3839 | American Construction Trades    | 3,300.00 |
| 5/11/2026 | 3828 | Anderson Notarianni McMahon LLC | 154.00   |
| 5/11/2026 | 3829 | Centurylink                     | 235.30   |

|           |      |                                  |          |
|-----------|------|----------------------------------|----------|
| 5/11/2026 | 3840 | Firstbank                        | 96.62    |
| 5/11/2026 | 3830 | Home Depot                       | 108.90   |
| 5/11/2026 | 3841 | Land Title Guarantee Company     | 500.00   |
| 5/11/2026 | 3831 | Marchetti & Weaver, LLC          | 3,913.06 |
| 5/11/2026 | 3832 | MW Window Cleaning, Inc.         | 375.00   |
| 5/11/2026 | 3833 | Peggy Peters                     | 945.00   |
| 5/11/2026 | 3835 | Rocky Mountain Custom Landscapes | 3,284.91 |
| 5/11/2026 | 3836 | Sforzo, Enterprises Inc.         | 6,060.28 |
| 5/11/2026 | 3837 | Sidney Harrington                | 6,399.00 |
| 5/11/2026 | 3838 | Vail Valley Landscape Supply     | 160.00   |

VII. OTHER BOARD BUSINESS

Sidney asked Matt about updating our district bylaws. Sidney and Matt will

VIII. ADJOURNMENT

At 5:28 p.m. John motioned to adjourn the regular board meeting, Art seconded and all were in favor.

**The next regular board meeting date and time will be June 15, 2026 at 4 pm.**

Respectfully Submitted:  
Sidney Harrington  
Administrator

ATTEST:

\_\_\_\_\_  
Travis Coggin  
Minturn Cemetery District  
Secretary / Treasurer

**MINTURN CEMETERY DISTRICT**  
**BALANCE SHEET/STATEMENT OF NET POSITION**  
For the periods indicated

Printed:

Printed:

**12/31/2025**      **5/31/2026**

| <u>ASSETS</u>   | <u>Total</u>            | <u>GENERAL FUND</u>     |
|---|-------------------------|-------------------------|
| Cash in Checking - FirstBank                                | 25,922                  | 302,173                 |
| Cash in Savings - ColoTrust                                 | 0                       | 0                       |
| Cash in Savings - CSAFE                                     | 5,757,622               | 6,039,389               |
| Property Taxes Receivable                                   | 840,373                 | 240,506                 |
| Accounts Receivable   | 200                     | 561                     |
| Prepaid Expense   | 12,778                  | 0                       |
| Deposit- concrete work                                      |                         |                         |
| Property and Equipment                                      | 4,119,681               | 4,119,681               |
| Accumulated Depreciation                                    | (2,641,398)             | (2,641,398)             |
| <b>TOTAL ASSETS</b>   | <b><u>8,115,177</u></b> | <b><u>8,060,912</u></b> |
|   |                         |                         |
| <u>LIABILITIES</u>  |                         |                         |
| Accounts Payable  | 37,359                  | 14,059                  |
| Retainage Payable   | -                       | -                       |
| Accrued Interest Payable                                    | -                       |                         |
| Lease Obligations   | -                       |                         |
| Bonds Payable   | -                       |                         |
| <b>TOTAL LIABILITIES</b>                                    | <b><u>37,359</u></b>    | <b><u>14,059</u></b>    |
|   |                         |                         |
| <u>DEFERRED INFLOWS</u>                                     |                         |                         |
| Deferred Property Tax Revenue                               | 836,423                 | 240,506                 |
| <b>TOTAL DEFERRED INFLOWS</b>                               | <b><u>836,423</u></b>   | <b><u>240,506</u></b>   |
|   |                         |                         |
| <u>NET POSITION</u>   |                         |                         |
| Investment in Assets Net                                    | 1,478,283               | 1,478,283               |
| Fund Balance  | 5,763,112               | 6,328,063               |
| <b>TOTAL NET POSITION</b>                                   | <b><u>7,241,395</u></b> | <b><u>7,806,346</u></b> |
|   |                         |                         |
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b> | <b><u>8,115,177</u></b> | <b><u>8,060,912</u></b> |
|   | =                       | =                       |

No assurance is provided on these financial statements and substantially all disclosures required by GAAP have been omitted.

**MINTURN CEMETERY DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET, ACTUAL AND FORECAST FOR THE PERIODS INDICATED**

Printed: 06/08/26

**MODIFIED  
ACCRUAL  
BASIS**

|   | Cal Year<br>12/31/2025<br>Audited<br>Actuals | Cal Year<br>2026<br>Adopted<br>Budget | Cal Year<br>2026<br>Forecast | 5 Months<br>Ended<br>05/31/26<br>Actuals | 5 Months<br>Ended<br>05/31/26<br>Budget | Variance<br>Favorable<br>(Unfavor.) | 2027<br>Preliminary<br>Budget |
|---|--|---------------------------------------|------------------------------|--|---|-------------------------------------|-------------------------------|
| <b>REVENUES</b>                                   |  |                                       |                              |  |   |                                     |                               |
| Minturn Cemetery Net AV - Change                  | 1,773,526,000<br>-0.31%                      | 1,858,718,440<br>4.80%                |                              |  |   |                                     | 1,891,314,217<br>1.75%        |
| Mill levy Rate                                    | 0.450  | 0.450                                 | 0.450                        |  |   |                                     | 0.450                         |
| Temporary mill levy credit                        |  | 0.000                                 | 0.000                        |  |   |                                     | 0.000                         |
| Net mill levy                                     |  | 0.450                                 | 0.450                        |  |   |                                     | 0.450                         |
| Property Taxes-Operating .45 Mills                | 798,773                                      | 836,423                               | 836,423                      | 595,888                                  | 605,977                                 | (10,089)                            | 851,091                       |
| Property Taxes-Backfill                           | -  | -                                     | -                            | -  | -                                       | -                                   | -                             |
| Specific Ownership Taxes                          | 42,652                                       | 37,789                                | 37,789                       | 12,294                                   | 12,596                                  | (303)                               | 42,555                        |
| Burial Plot Revenue                               | 17,100                                       | 12,000                                | 12,000                       | 400                                      | 450                                     | (50)                                | 12,000                        |
| Masoleum Revenue                                  | 18,502                                       | 9,600                                 | 24,418                       | 24,418                                   | 4,000                                   | 20,418                              | 20,000                        |
| Other Income - TOM Reimb                          | 6,389  | 6,100                                 | 6,075                        | 6,075                                    | 6,100                                   | (25)                                | 6,100                         |
| Interest Income                                   | 241,649                                      | 203,597                               | 203,597                      | 87,515                                   | 84,832                                  | 2,683                               | 191,477                       |
| <b>TOTAL REVENUES</b>                             | <b>1,125,065</b>                             | <b>1,105,509</b>                      | <b>1,120,302</b>             | <b>726,589</b>                           | <b>713,955</b>                          | <b>12,634</b>                       | <b>1,123,223</b>              |
| <b>OPERATING EXPENDITURES</b>                     |  |                                       |                              |  |   |                                     |                               |
| Cemetery Administrator                            | 53,580                                       | 56,792                                | 76,792                       | 31,995                                   | 23,663                                  | (8,332)                             | 80,632                        |
| Accounting  | 19,732                                       | 17,761                                | 17,761                       | 10,418                                   | 8,000                                   | (2,418)                             | 18,471                        |
| Audit   | 6,000  | 6,300                                 | 6,300                        | 6,300                                    | 6,300                                   | -                                   | 6,552                         |
| Insurance   | 9,977  | 20,000                                | 12,778                       | 12,778                                   | 15,000                                  | 2,222                               | 15,000                        |
| Legal   | 19,256                                       | 40,000                                | 40,000                       | 11,792                                   | 12,866                                  | 1,074                               | 40,000                        |
| Office Overhead & Expense                         | 12,722                                       | 11,500                                | 11,500                       | 1,830                                    | 3,291                                   | 1,462                               | 11,500                        |
| Office - Database Software/Website                | 3,054  | 11,500                                | 11,500                       | 1,976                                    | 2,500                                   | 525                                 | 11,500                        |
| Operations - Direct Expense                       | 8,911  | 19,000                                | 19,000                       | 4,340                                    | 5,379                                   | 1,039                               | 19,000                        |
| Ops - Contract Labor - Property Mgmt              | 39,054                                       | 45,004                                | 45,004                       | 18,759                                   | 18,752                                  | (7)                                 | 46,804                        |
| Ops - Contract Labor - Burials                    | 13,988                                       | 12,000                                | 12,000                       | 1,485                                    | 2,000                                   | 515                                 | 12,600                        |
| Ops - General Labor                               | -  | -                                     | -                            | -  | -                                       | -                                   | 1,050                         |
| Ops - Grave Site Services                         | 3,935  | 11,500                                | 11,500                       | -  | 1,500                                   | 1,500                               | 11,500                        |
| Ops - Snowplow Services                           | 11,990                                       | 28,366                                | 28,366                       | 13,265                                   | 13,400                                  | 135                                 | 29,784                        |
| Ops - Landscape Maintenance                       | 61,921                                       | 100,000                               | 100,000                      | 9,795                                    | 10,150                                  | 355                                 | 100,000                       |
| Operations - Weed & Feed                          | 16,552                                       | 13,487                                | 13,487                       | -  | -                                       | -                                   | 13,487                        |
| Operations - Pest Control                         | 2,400  | 4,160                                 | 4,160                        | -  | -                                       | -                                   | 4,160                         |
| Operations - Water & Septic Maintenance           | 10,067                                       | 11,908                                | 11,908                       | 3,312                                    | 3,400                                   | 88                                  | 12,503                        |
| Operations - Equip Repair & Maint                 | 5,610  | 7,200                                 | 7,200                        | 302                                      | 750                                     | 448                                 | 7,200                         |
| Operations - Bldg Repair & Maint                  | -  | 7,200                                 | 7,200                        | -  | -                                       | -                                   | 7,200                         |
| Operations - Roadway Maintenance                  | -  | 7,200                                 | 7,200                        | -  | -                                       | -                                   | 7,200                         |
| Operations - Utilities                            | 30,432                                       | 48,045                                | 48,045                       | 10,638                                   | 12,000                                  | 1,362                               | 48,045                        |
| Security Monitoring                               | 507  | 5,242                                 | 5,242                        | 984                                      | 2,184                                   | 1,200                               | 5,242                         |
| Eagle County Treasurer's Fees                     | 23,999                                       | 25,093                                | 25,093                       | 17,878                                   | 18,179                                  | 301                                 | 25,533                        |
| Contingency                                       | -  | 20,000                                | 20,000                       | -  | -                                       | -                                   | 20,000                        |
| <b>TOTAL OPERATING EXPENDITURES</b>               | <b>353,687</b>                               | <b>529,257</b>                        | <b>542,035</b>               | <b>157,846</b>                           | <b>159,315</b>                          | <b>1,469</b>                        | <b>554,963</b>                |
| <b>CAPITAL EXPENDITURES</b>                       |  |                                       |                              |  |   |                                     |                               |
| Road Improvements                                 | -  | -                                     | -                            | -  | -                                       | -                                   | -                             |
| Retaining Wall - Niches                           | 32,028                                       | -                                     | -                            | -  | -                                       | -                                   | -                             |
| Landscape   | 8,750  | 25,000                                | 25,000                       | -  | -                                       | -                                   | 25,000                        |
| Monument Improvements- ground radar               | -  | 10,000                                | 10,000                       | -  | -                                       | -                                   | 10,000                        |
| Lighting/Security                                 | -  | 10,000                                | 10,000                       | -  | -                                       | -                                   | 10,000                        |
| Maintenance Building                              | 342,053                                      | -                                     | 613                          | 613                                      | -                                       | (613)                               | 1,000                         |
| Utilities Extension                               | -  | 100,000                               | 100,000                      | -  | -                                       | -                                   | 100,000                       |
| Mechanical Gate & Security                        | -  | -                                     | -                            | -  | -                                       | -                                   | -                             |
| Old Edwards Cemetery                              | 50,405                                       | 200,000                               | 200,000                      | 874                                      | -                                       | (874)                               | 200,000                       |
| Mausoleum   | 810  | -                                     | -                            | -  | -                                       | -                                   | -                             |
| Equipment   | -  | -                                     | -                            | -  | -                                       | -                                   | -                             |
| Master Planning                                   | -  | 50,000                                | 50,000                       | -  | -                                       | -                                   | 50,000                        |
| Misc & Other Contingency                          | -  | 475,000                               | 475,000                      | -  | -                                       | -                                   | 475,000                       |
| <b>TOTAL CAPITAL EXPENDITURES</b>                 | <b>434,046</b>                               | <b>870,000</b>                        | <b>870,613</b>               | <b>3,792</b>                             | <b>0</b>                                | <b>(3,792)</b>                      | <b>871,000</b>                |
| <b>TOTAL OPERATING &amp; CAPITAL EXPENDITURES</b> | <b>787,733</b>                               | <b>1,399,257</b>                      | <b>1,412,648</b>             | <b>161,638</b>                           | <b>159,315</b>                          | <b>(2,323)</b>                      | <b>1,425,963</b>              |
| REVENUE OVER (UNDER) EXPEND.                      | 337,332                                      | (293,747)                             | (292,346)                    | 564,951                                  | 554,641                                 | (10,311)                            | (302,740)                     |
| FUND BALANCE - BEGINNING                          | 5,425,780                                    | 5,817,057                             | 5,763,112                    | 5,763,112                                | 5,817,057                               | (53,945)                            | 5,470,766                     |
| <b>FUND BALANCE - ENDING</b>                      | <b>5,763,112</b>                             | <b>5,523,310</b>                      | <b>5,470,766</b>             | <b>6,328,063</b>                         | <b>6,371,698</b>                        | <b>(43,634)</b>                     | <b>5,168,026</b>              |

No assurance is provided on these financial statements and substantially all disclosures required by GAAP have been omitted.

## INTERMENT AGREEMENT

THIS INTERMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Minturn Cemetery District (the "District"), and \_\_\_\_\_ ("Purchaser") (each individually a "Party" and collectively the "Parties").

WHEREAS, the District is responsible for caring for and managing the River View Cemetery, located at 806 Cemetery Road, Minturn, Colorado 81645, and the Old Edwards Cemetery with a legal description of Section 3, Township 5, Range 82, PCLIN SW1/4 SW1/4 (collectively, the "Cemetery");

WHEREAS, Purchaser desires to purchase certain interment rights at the Cemetery as described herein;

WHEREAS, Purchaser understands the purchase of rights now does not pay for services that will be needed at the time of interment; and

WHEREAS, Purchaser acknowledges and agrees that separate fees for services will be imposed and collected by the District at the time of interment.

NOW THEREFORE, in consideration of the mutual promises and covenants as set forth below, the sufficiency of which are hereby acknowledged, the District and Purchaser agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- A. "Certificate of Interment Right" means the document by which the District conveys to Purchaser, the exclusive right of Interment in a particular Grave, Crypt, or Niche, in the form attached hereto as **Exhibit A** and incorporated herein by this reference.
- B. "Crypt" means a space in a mausoleum of sufficient size used or intended to be used to entomb human remains.
- C. "Grave" means a plot of ground within the River View or Old Edwards Cemetery used, or intended to be used for the interment of human remains by burial.
- D. "Interment" means the disposition of human remains by burial, entombment, or inurnment.
- E. "Interment Right" means the particular right, purchased and paid for by this Agreement, to inter the remains of a deceased person in a specific Interment Space in the River View or Old Edwards Cemetery, subject to the limitations set forth herein; provided that an owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the Interment Space or of any land or improvements in the River View or Old Edwards Cemetery or any other interest in real property whatsoever.

F. "Interment Services" means the opening and closing of a particular Interment Space or spaces in connection with an Interment and any other work to be performed by the Cemetery at the time of burial or entombment.

G. "Interment Space" refers to the particular Grave, Crypt or Niche purchased within the Cemetery to which a particular Interment Right relates.

H. "Inurnment" means the placement of cremated human remains into a Niche.

I. "Merchandise" means plaques, caskets, trays and other tangible products.

J. "Niche" means a space used, or intended to be used, for Inurnment.

K. "Plot" means a space within the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining Graves, one or more adjoining Crypts or one or more adjoining Niches.

L. "Rules and Regulations" means the River View Cemetery and Mausoleum and Old Edwards Cemetery Rules and Regulations, dated November 19, 2025 as amended, a copy of which is attached as **Exhibit B** and incorporated herein by this reference.

2. Interment Right.

A. Upon payment in full of the Purchase Price, the District shall issue to Purchaser a Certificate of Interment Right for the following Interment Space: \_\_\_\_\_, as more specifically identified in **Exhibit A**.

B. Purchaser is responsible for maintaining a copy of this Agreement and the Certificate of Interment Right.

C. An Interment Right shall be used for no purpose other than for the Interment and memorializing of human remains.

3. Purchase Price. In consideration for the Interment Right described herein, Purchaser shall pay the District the total sum of \$ \_\_\_\_\_ (the "Purchase Price"). The Purchase Price is due at the time of execution of this Agreement, and payment in full is required.

4. Cost of Interment Services. The Purchase Price does **not** include the cost of Interment Services. Interment Services are coordinated by and through the District, and the District will collect payment for Interment Services at the time services are performed or up to a maximum of 90 days prior to the time services are performed. Interment Services are charged according to the District fee schedule in place at the time the services are needed.

5. Merchandise. The Purchase Price does **not** include the cost of Merchandise. Merchandise may be purchased in the future, up to a maximum of 90 days prior to the time the Merchandise is needed for Interment Services that are performed. Merchandise is available for sale at then-current pricing. ▲

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A. Purchasers shall be responsible for all applicable price increases imposed by the bronze foundry or other supplier due to fluctuations in the price of bronze and copper, including increases for bronze plaques for niches, crypts, memorials, and other mausoleum products. The Cemetery District will bill the customer for any such increases through the cemetery office. Plaque orders are especially subject to price adjustments if they are not ordered during the same calendar year as the original purchase

6. Rules and Regulations. By signing this Agreement, Purchaser acknowledges and accepts the terms and conditions set forth in the Rules and Regulations in Exhibit B. The following standards shall apply to all monuments, footstones, and headstones within the Cemetery and all crypt caskets within the mausoleum:

A. All upright monuments, footstones, and headstones shall not exceed a total of 36 inches in height and not more than 48 inches in length including the tablet, base, foundation, and slab. All monuments, footstones, and headstones shall be installed by a professional monument company. No handmade, hand poured, or handcrafted monuments, footstones, and headstones shall be allowed on Cemetery property. Monuments, footstones, and headstones that arrive at the Cemetery property for installation that exceed these height standards shall be prohibited from being installed on Cemetery Property and shall be refused by Cemetery staff. All expenses incurred by the Cemetery District related to the refusal and removal of any monument, footstone, or headstone that does not conform to these height standards, shall be paid for by the plot owner. Any unpaid expenses by the plot owner may greatly impede all future burial services. No monuments, footstones or headstones shall be installed on Cemetery property without prior approval of specifications and drawing proofs by the Cemetery staff.

B. All mausoleum crypt caskets must be gasketed metal caskets only and adhere to the following measurement requirements: 84"L x 28"W x 24"H. No wooden caskets are allowed.

7. Transfer of Interment Right.

A. An Interment Right and any associated memorialization associated with such Interment Right, shall extend to Purchaser and, upon the death of Purchaser, if such Interment Right is unused, any other beneficiary named in **Exhibit C**, attached hereto and incorporated herein by this reference. In the event one or more beneficiaries are listed in Exhibit C, the beneficiaries shall be considered co-owners and shall be bound by subpart (D) of this Section 7.

B. The transfer of any Interment Right to a person not identified in Exhibit C shall not be binding upon the District, unless such sale or transfer is first approved in writing by a duly authorized representative of the District and payment of an ownership transfer fee to the District. Upon the transfer of any Interment Right, a Transfer of Interment Rights Form, in the form attached as **Exhibit D**, incorporated herein by this reference, shall be filed with the District.

C. If a Purchaser dies without having transferred an unused Interment Right, either by a specific devise in Purchaser's will or by written direction furnished to the District, and does not use the Interment Right, any such unused Interment Right shall descend to Purchaser's heirs in accordance with Colorado law. Where a transfer of ownership results in multiple owners of any Interment Right, each co-owner shall have the right to be interred in any Interment Space of the co-owners, which has not been used at the time of that co-owner's death, up to the maximum number of permitted burials, as detailed in Exhibit A. The consent of the other co-owners shall not be required for any such Interment; provided that no co-owner may convey an Interment Right or authorize the Interment of anyone other than a co-owner, without the consent of all other co-owners of that Interment Right.

D. If an Interment Right is owned by more than one individual, the co-owners shall designate one person authorized to make decisions regarding the use of such Interment Right including Interments, memorials, and all other decisions related to or incident to the use of the Interment Right. Any such designation shall be made in writing with a copy furnished to the District. In the absence of such designation, the District shall be entitled to, and shall not be liable for, acting on the direction of any co-owner, provided that no other co-owner has notified the District, in writing, of an objection prior to the District's action. Any such written objection shall be on a form provided by the District or otherwise acceptable to the District, in its discretion. Purchaser acknowledges and agrees that the District is not responsible for resolving disputes between co-owners. Upon the filing of a written objection to a proposed action, the District shall suspend action until the co-owners come to a mutual agreement. In the event a conflict among co-owners results in a delay to the operation of the Cemetery or interferes with other Interment Right owners' exercise of their rights, the District shall take whatever action is necessary to continue the operation of Cemetery business and the District's obligations to other Interment Right owners.

E. Upon the inheritance of any Interment Right, the beneficiary of the Interment Right shall contact the District and submit a copy of Exhibit D along with legal substantiation of the bequest.

F. Upon the receipt of an order from a court having jurisdiction over the estate of a deceased Purchaser regarding an unused Interment Right, the District shall revise its records to reflect ownership of Interment Right in accordance with such order.

G. A transfer of an Interment Right shall relieve the original Purchaser of any right, title or interest in the Interment Right, this Agreement or the Certificate of Interment Right. A transferee of an Interment Right shall be subject to the Rules and Regulations and this Agreement.

8. Liability.

A. The District and its staff disclaim all liability for thefts of flowers, vases, urns or any other articles left at a gravesite and shall not be responsible for damages caused to gravesite monuments.

B. The District shall not be liable for any error made in interment service instructions the District receives by telephone.

C. The District shall not be liable for any delay in interment, or for any delay in the fulfillment of any contractual obligations under any Interment Agreement, including but not limited to the District's maintenance, care, memorial work or construction obligations, which may arise from causes beyond the District's reasonable control, including but not limited to delays caused by acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority.

D. Special cases may arise in which the literal enforcement of this Agreement or the Rules and Regulations may impose unnecessary hardship on the District or an interment rights owner. The District reserves the right, in such cases, to make exceptions, suspensions or modifications. Any such temporary exception, suspension or modification shall in no way be construed as affecting the general application of this Agreement or the Rules and Regulations or serve as a waiver to the enforcement of the same.

E. The failure of the District to enforce any provision of this Agreement or the Rules and Regulations does not serve as a waiver of its ability or right to enforce the applicable provision or Rules and Regulations.

9. Miscellaneous.

A. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, executors, personal representatives, heirs, and devisees.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement of the Parties.

G. Governmental Immunity. The District and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

H. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District under this Agreement that is not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**PURCHASER**

\_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF EAGLE            )

The foregoing instrument was subscribed, sworn to and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires:

(S E A L)

Notary Public

**MINTURN CEMETERY DISTRICT**

\_\_\_\_\_  
Sidney Harrington, District Administrator

EXHIBIT A  
CERTIFICATE OF INTERMENT RIGHT

No. \_\_\_\_\_

**RIVER VIEW CEMETERY  
OLD EDWARDS CEMETERY  
CERTIFICATE OF INTERMENT RIGHT**

Know All Men by These Presents, that the Minturn Cemetery District, for and in consideration of the sum of \$ \_\_\_\_\_ Dollars, paid by \_\_\_\_\_ ("Grantee"), the receipt whereof is hereby acknowledged, does hereby grant unto the said payee, heirs and assigns, the right to interment in a certain plot of land in the cemetery known and described as **River View Cemetery or Old Edwards Cemetery**, situated in the County of Eagle and State of Colorado, which plot is described on the map of said cemetery now on file in the office of the Minturn Cemetery District Administrator, and described as:

**River View Cemetery or Old Edwards Cemetery** (circle one)

Section \_\_\_\_\_ Plot \_\_\_\_\_ or as follows:

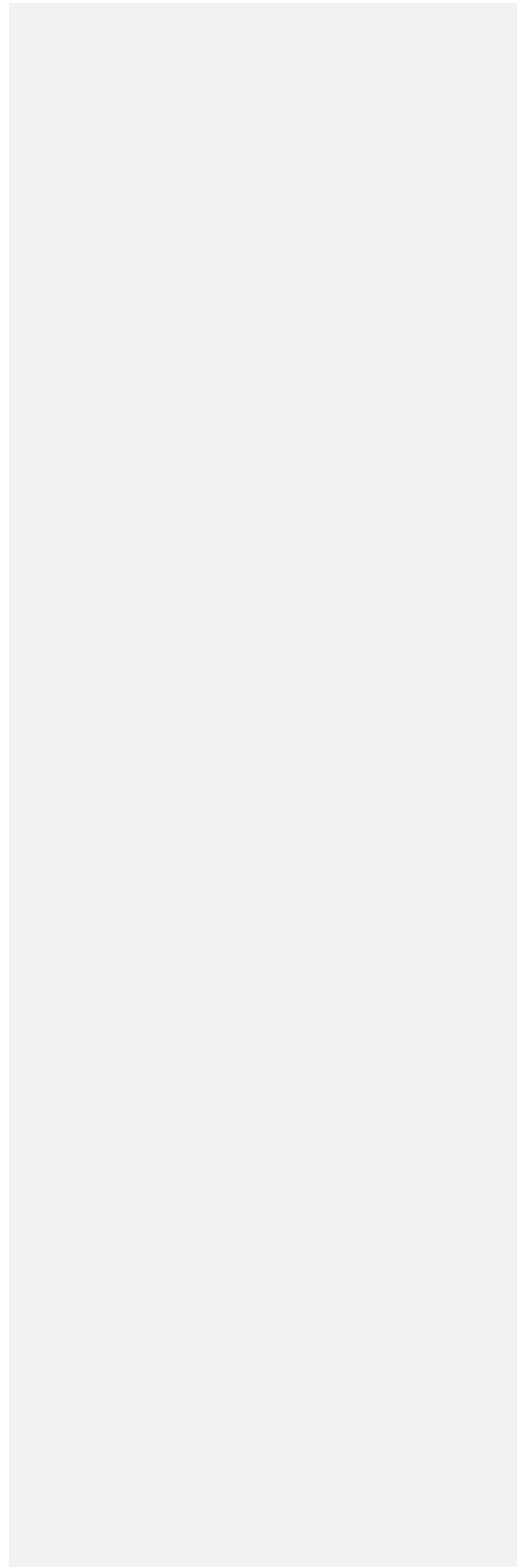
**THE RIGHT TO INTERMENT** granted herein is subject to the rules, regulations, and restrictions now in force respecting said **River View Cemetery and Old Edwards Cemetery**, or such rules, regulations and restrictions as may be hereafter adopted by the Board of Directors of the Minturn Cemetery District, and the Interment Agreement executed by the Cemetery and Grantee. For above consideration the Minturn Cemetery District does hereby assume and agree to take perpetual care of said plot. Provided, further, that the interment right granted herein is conveyed for the sole use of burial, and it is agreed that the above consideration is paid for such use and none other, with the Minturn Cemetery District reserving the right of ingress and egress over said plot for itself and other plot owners for cemetery and burial purposes.

**IN TESTIMONY WHEREOF**, the said Minturn Cemetery District has caused this certificate to be signed by its \_\_\_\_\_ with its corporate seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Minturn Cemetery District Administrator

Any transfer of the rights granted in this document must comply with the rules and regulations of the River View and Old Edwards Cemetery. Contact the Minturn Cemetery District, 806 Cemetery Road, P.O. Box 297, Minturn, Colorado 91645.

**EXHIBIT B**  
CURRENT RULES AND REGULATIONS



**EXHIBIT C**  
**NAMED BENEFICIARIES**

If Purchaser does not use the Interment Right set forth in this Agreement, Purchaser hereby names the following beneficiaries to the Interment Right set forth in this Agreement and the associated Certificate of Interment Right, and if more than one beneficiary is listed, and they all remain living at the time of Purchaser's death, they shall each own an equal percentage of the Interment Right as co-owners:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Current Address



**Minturn Cemetery District**  
**River View Cemetery and Mausoleum**  
**Old Edwards Cemetery**  
**Rules and Regulations**

The River View Cemetery and the Old Edwards Cemetery are two cemeteries within the Minturn Cemetery District. The Minturn Cemetery District Board of Directors have established the following Rules and Regulations applicable to both cemeteries.

**Section I – Definitions**

For purposes of these Rules and Regulations, the following terms shall have the following meanings:

"Authorized vendor" means a professional trained in interment services, whether a person, firm, company, corporation, or an employee or agent thereof, approved by Cemetery staff to perform work or services in the Cemetery.

"Cemetery" means the River View Cemetery and Mausoleum, including all property within its exterior wrought iron fence, the B'nai Vail internal gated area, and any other interior enclosures, and the Old Edwards Cemetery.

"Cemetery District" or "District" means the Minturn Cemetery District.

"Certificate of interment right" means the document by which the District conveys to a purchaser of interment rights, the exclusive right of interment in a particular interment space.

"Crypt" means a space in the Mausoleum used, or intended to be used, for the permanent entombment of human remains.

"Grave" means a portion of ground within the River View Cemetery or Old Edwards Cemetery used, or intended to be used, for the burial of human remains, including cremains.

"Gravesite monuments" or "monuments" means all permanent structures erected or installed to memorialize a person such as headstones, memorials, statues, pillars, columns and memorial benches.

"Interment" means the final disposition of human remains in the Cemetery, including in the Mausoleum.

"Interment right" means the particular right to permanent disposition of human remains within a specific interment space in the Cemetery or Mausoleum.

"Interment services" means the opening and closing of a particular interment space in connection with an interment.

"Interment space" refers to the particular grave, crypt, or niche within the Cemetery or Mausoleum to which a particular interment right relates.

"Inurnment" means the placement of cremated human remains into a niche or grave.

"Mausoleum" means the River View Cemetery Mausoleum.

"Niche" means a space in the Mausoleum used, or intended to be used, for the permanent placement of human cremains.

"Plot" means a space in the ground within the Cemetery used, or intended to be used, for the interment of human remains, including cremains.

"Tribute" means any item left behind in the Cemetery or Mausoleum to honor or commemorate a person that is not a monument. A tribute includes, without limitation, wooden crosses, real or artificial wreaths, paper items, symbols, framed photographs, and arrangements of cut or artificial flowers.

"Urn" means any container used or intended for use to hold for human cremains.

## **Section II -- Conduct within the Cemetery**

1. Children: Children under 12 years of age, unless accompanied by an adult, are not permitted in the Cemetery.
2. Notices and Advertisements: No signs, notices or advertisements of any kind are allowed in the Cemetery, unless placed by the Cemetery.
3. Animals: Only service animals are permitted in the Cemetery, and a leash must restrain them at all times. Dog owners are prohibited from allowing their dogs to litter in the Cemetery.
4. Hours: Without the prior written consent of Cemetery staff, no person shall be allowed in the Cemetery between the following times: 1 hour after sunset and continuing to 1 hour before sunrise.
5. Vehicles: All vehicles must stay on paved roads within the Cemetery.
6. Food and Beverages: No food or beverages are allowed in the Cemetery.

## **Section III – Work within the Cemetery**

1. Vendors: Interments and interment services shall be exclusively performed by the Minturn Cemetery District or authorized vendors. Only authorized vendors are permitted to perform work or services in the Cemetery.
2. Damages: Any authorized vendor shall be responsible for any damages it causes within the Cemetery and shall be at all times supervised by Cemetery staff.

## **Section IV – Interment Standards**

1. Interment rights are subject to the limitations set forth in an Interment Rights Agreement and these Rules and Regulations. An owner of an interment right does not, by virtue of such ownership, acquire or hold any ownership of the interment space or any land or improvements in the Cemetery and does not hold any interest in real property whatsoever.
2. Location of Interment: When instructions for opening a grave are indefinite or for any reason the grave cannot be opened in the location specified, Cemetery District staff will open the grave at such a place on the plot as is feasible under the circumstances to avoid delaying interment.
3. Interment Criteria:
  - a. Any coffin or other type of container for a corpse must be sufficiently sturdy and rigid, so that it may be lowered into the grave by the Cemetery District's equipment without bending, cracking or breaking.

b. Multiple interments may be permitted in one grave at the discretion of Cemetery District staff according to the location of the grave and seasonal weather constraints. A maximum of 1 casket burial and 4 cremains inurnments may be permitted within a single plot.

c. The standard urn size for ground burial inurnment is 12 inches by 18 inches. Use of an oversized urn will require payment of the Oversized Cremains Burial Fee as set forth in the Cemetery Fee Schedule attached hereto as Exhibit A.

d. Vaults or other casket protective devices are not required for casket burials. If a vault is to be used for a burial, Cemetery District staff shall first determine whether there is enough space in the grave to accommodate the vault or other casket protective device, and a Vault Service Fee will apply. The Vault Service Fee shall be paid by the interment rights owner as set forth in the Cemetery Fee Schedule attached hereto as Exhibit A. Homemade vaults are not permitted under any circumstances.

4. Gravesite Monuments: Gravesite monuments are permanent when consistent with the integrity and historical aspect of the Cemetery, as determined by Cemetery District staff. Cemetery District staff must approve and supervise the placement of all gravesite monuments. Any type of monument that is not approved by Cemetery District staff is subject to removal.

a. All upright monuments, footstones, and headstones shall not exceed a total of 36 inches in height and not more than 48 inches in length including the tablet, base, foundation, and slab. All monuments, footstones, and headstones shall be installed by a professional monument company. No handmade, hand poured, or handcrafted monuments, footstones, and headstones shall be allowed on Cemetery property. Monuments, footstones, and headstones that arrive at the Cemetery property for installation that exceed these height standards shall be prohibited from being installed on Cemetery Property and shall be refused by Cemetery staff. All expenses incurred by the Cemetery District related to the refusal and removal of any monument, footstone, or headstone that does not conform to these height standards shall be paid for by the plot owner. Any unpaid expenses by the plot owner may greatly impede all future burial services. No monuments, footstones or headstones shall be installed on Cemetery property without prior approval of specifications and drawing proofs by the Cemetery staff.

b. Single monuments shall be no wider than 48 inches. No copings, cement walls or boundaries of any kind are allowed. Only 1 vertical monument marker per plot is allowed. One flat marker per burial is allowed for military service recognition and for cremains burials. No single burial plot shall have more than 1 vertical headstone and 4 flat markers. Flat markers must be flush to the ground and may not extend beyond the plot. Exceptions may be considered and require prior approval by Cemetery District staff.

c. A monument applying to two adjoining graves ("double headstone") is allowed for side-by-side plots only. A double headstone must not exceed 60 inches in length and 36 inches in height including the tablet, base and foundation. A double headstone may be placed during the summer months and can be installed prior to the interment of cremains burials on the respective adjoining plots. A double headstone may not be placed prior to the interment of traditional casket burials that are planned for the respective adjoining plots. Plot owners must wait until casket burial interments are in the ground, and the ground has settled before installing a double headstone.

d. Wooden crosses are not considered monuments and are permitted only as temporary tributes. The placement of tributes is temporary, and these items may be removed at the discretion of Cemetery District staff without notice.

e. Cemetery District staff shall be notified at least 24 hours in advance of the placing of a headstone, so the grave can be properly laid out. Placement must be made by Cemetery District

staff or an authorized vendor. Headstones may be placed approximately one year after a casket burial interment during the months of June through September.

f. Memorial benches shall be pre-approved by the District. Cemetery District staff and the donor of the memorial bench must agree to the placement location.

g. Monuments that are free-standing and upright must be secured to a concrete base. Only pre-cut stone or pre-poured concrete slabs may be used. Concrete mixing and pouring is prohibited in the Cemetery.

5. Cemetery Grounds: There shall be no digging or movement of headstones in the Cemetery without written approval of and supervision by Cemetery District staff.

6. Cemetery Parking: Parking is permitted on the road only. No parking is allowed on the grass. Cemetery patrons are not allowed to open and close drive-in gates. During interment, all attendees must park vehicles where directed by Cemetery District staff.

7. Interments: All interments must be scheduled, performed and supervised by Cemetery District staff. To ensure safety, the Cemetery District reserves the right to determine the appropriate standing distance and other safety parameters for individuals viewing the opening and closing of graves.

#### **Section V – Care of Graves within the Cemetery**

1. Tributes: All tributes left in the Cemetery are temporary and subject to removal without notice. Cemetery District staff has the right to remove, alter, or change tributes at any time within in their discretion. Individuals leaving tribute items in the Cemetery do so at their own risk with no guarantee that the items will remain. No alcohol containers, beverage containers, food or candy may be left as tributes. No food or beverages are allowed in the Cemetery.

2. Cemetery improvements and alterations: All improvements or alterations made to the Cemetery property and grounds shall be made under the direction of and subject to the consent, satisfaction and approval of Cemetery District Staff.

3. Floral Decorations: Tributes in the form of floral decorations will be allowed on a plot, only if they are placed in containers acceptable to Cemetery District staff. Containers holding flowers must be placed in line with headstones and must remain within the immediate area of the headstone not to exceed 6 inches directly in front of the headstone. Floral decorations shall not exceed a height of 36 inches and must not extend on to other graves. Containers for floral designs, such as glass vases, are allowed temporarily following an interment and during the 2 weeks before and after Memorial Day each year. All floral designs must be removed by Labor Day each year. The District is not responsible for the return of floral designs or their containers to the owners.

4. Plantings: Living flowers, plants, and shrubs may be planted within 8 inches of a headstone, if the mature height of the planting will not exceed 36 inches. No trees may be planted without the approval of Cemetery District staff. Plantings are subject to removal by Cemetery staff at any time without notice.

5. Caretaking: The Cemetery grounds are maintained throughout the year with mowing, watering, tree care, maintenance of Cemetery-installed flower beds, clearing and leveling of monuments, and pest control. Cemetery roads are maintained, including snow removal, as needed. Cemetery District staff take pride in maintaining the Cemetery in the best possible manner. After interment, sod will be placed on a grave only after proper subsidence has occurred. The Cemetery District is not responsible for damage to tributes or monuments as a result of caretaking activities.

The Cemetery District's caretaking activities do not include cleaning, care, or maintenance of tributes, including floral decorations, or plantings.

## **Section VI – Paperwork and Procedures**

1. **Business Dealings:** All Cemetery business must be conducted through the Cemetery office. Visits at the Cemetery to view interment spaces or for purchase of interment rights shall be arranged in advance by appointment only. Purchases and other transactions must occur at the Cemetery office or be conducted through a funeral home.
2. **Interment Rights:** Cemetery District records are maintained by the Cemetery District in traditional format and by computer. No interment will be conducted without adequate proof of interment rights, such as a copy of an interment agreement, certificate of interment right, or transfer of interment rights form. If documents cannot be presented, interment rights will be determined according to the Cemetery District's records.
3. **Transferring Interment Rights:** Interment rights may be transferred by a purchaser to a relative by blood or marriage, and such transfer shall be recorded with the Cemetery District by the filing of a transfer of interment rights form. All other transfers shall be conducted through the Cemetery District. The Cemetery District will not recognize or honor any interment rights transfer unless, and until, it is first recorded with the Cemetery District, and no use of an interment space may be made without the Cemetery District's consent. Purchased but unused interment rights may be resold to the District, but the District will pay no more than the purchase price actually paid for the original interment rights.
4. **Burial Permits:** No interment will be allowed without a proper burial permit. The owner of the interment rights, or a representative of said owner if the owner is deceased, must also sign a burial authorization permit.
5. **Burial Arrangements:** Cemetery District staff provide interment in every season, including winter, when possible. Casket burials, cremains burials, interior and exterior niche and crypt interments require notice to Cemetery District staff of at least 3 business days. Winter burials require notice to Cemetery District staff of at least 5 business days, and more time may be required depending on the need for snow removal. Delays are possible due to adverse weather and winter conditions.
6. A maximum of two hours is allowed for a grave burial service, and backfilling will begin immediately at its conclusion.
7. All graveside preparations and staging shall be executed by Cemetery District staff or the Cemetery District's approved contractors. Cemetery District staff reserves the right to establish safety parameters for any burial service, including setting a maximum number of burial service patrons who may gather at the burial site and at what distance. Logistics and safety precautions are at the discretion of Cemetery District staff. All means and methods of burial, including shoring devices, platforms, lowering devices, and snow removal, are within the exclusive discretion of Cemetery District staff.

## **Section VII – Mausoleum**

The Mausoleum is a lasting memorial to deceased family members who are entombed within its granite walls. The dignity of this memorial will be maintained at the highest standards possible. The following rules have been established for reasons of neatness, uniformity, maintenance and also to prevent damage to the building itself.

1. The Mausoleum is governed by all Rules and Regulations set forth in this document, when applicable.
2. Access to the interior of the Mausoleum is available during Cemetery hours by appointment only.
3. Interments conducted in the Mausoleum shall be under the supervision of Cemetery District staff.
4. The Mausoleum chapel is available only for use only by owners of niche and crypt interment rights. Cemetery District staff must approve and schedule all chapel events no less than 72 hours in advance.
5. All entombments or inurnments in the Mausoleum must be performed by Cemetery District staff. Work in the Mausoleum by vendors, including otherwise authorized vendors, is not permitted.
6. The standard urn size for a niche inurnment for an adult is 6.5 x 4.25 x 8.25 (L x W x H). Use of an oversized urn will require payment of the Oversized Cremains Burial Fee, as set forth in the Cemetery Fee Schedule attached hereto as Exhibit A.
7. No entombment shall be made in an above ground crypt unless the remains of the deceased to be entombed therein have been embalmed.
8. All remains entombed in the Mausoleum shall be in a casket.

9. All mausoleum crypt caskets must be gasketed metal caskets only and adhere to the following measurement requirements: 84"L x 28"W x 24"H. No wooden caskets are allowed.

9-10. Nothing shall be placed on crypt fronts. No tributes are allowed in the Mausoleum; provided, however, the temporary use of decorations or flowers placed on the floor, on freestanding easels, on wrought iron stands, or on tables is allowed in the Mausoleum at the time of an interment service and then once per year thereafter. Advance notice of placement is required and must be approved by Cemetery District staff.

10-11. It is strictly prohibited to attach any item to crypts or niches by wire, tape, glue, or such other similar method. The District has the right to remove and discard any items placed on crypt or niche fronts without notice. The interment rights owner is responsible for replacement of crypt or niche fronts, if needed due to defacement.

11-12. One standard bronze plaque is allowed to mark crypts and niches. No additional monuments are permitted. Plaque inscription must be performed by the Cemetery District.

13. Customers shall be responsible for all applicable price increases imposed by the bronze foundry or other supplier due to fluctuations in the price of bronze and copper, including increases for bronze plaques for niches, crypts, memorials, and other mausoleum products. The Cemetery District will bill the customer for any such increases through the cemetery office. Plaque orders are especially subject to price adjustments if they are not ordered during the same calendar year as the original purchase.

#### **Section VIII – Liability**

1. The Cemetery District and its staff disclaim all liability for thefts of tributes or other items left in the Cemetery and are not responsible for damages caused to gravesite monuments.

2. The Cemetery District will not accept instructions for interment services by phone; instructions must be in writing.
3. The Cemetery District is not responsible for any delay in interment, or for any delay in the fulfillment of any contractual obligations under any Interment Agreement that arise from causes beyond the District's reasonable control, including without limitation delays caused by acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.
4. The failure of the District to enforce or apply a Rule or Regulation does not serve as a waiver against any future enforcement or application of a Rule or Regulation.