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DOC # 0656314
09/29/2005 11:23 AM Deputy: BC
OFFICIAL RECORD
Requested By:
ALMON COPLEY

Assessor's Parcel Number: _____

Recording Requested By:

✓ Name: ALMON L. COPLEY

Address: 3670 PINENUT WAY

City/State/Zip WELLINGTON, NV 89444

Real Property Transfer Tax: _____

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 2 Fee: 40.00
BK-0905 PG-11902 RPTT: 0.00



CEMETERY DEED

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

2347

EASTSIDE MEMORIAL PARK, Inc.

CEMETERY DEED and CERTIFICATE OF OWNERSHIP FOR INTERMENT RIGHTS THIS CEMETERY IS AN ENDOWMENT CARE CEMETERY

EASTSIDE MEMORIAL PARK INC., the Grantor, A CORPORATION, duly organized and existing under the laws of the State of Nevada, with its principal place of business in Douglas County, Nevada, for valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to:

ALMON L. & CLEMENTINE C. COPLEY

Husband & Wife J.T.R.S.

as Grantee

the following described property: **PLOT 2065 S/LC SPACES 3 - 4**
INTERMENT PRIVILEGE FOR TWO
GARDEN OF HERITAGE

located in the _____ situated in EASTSIDE MEMORIAL PARK, County of Douglas, State of Nevada, according to a map of said plot filed in the office of the County Recorder of said County, and also in the office of said EASTSIDE MEMORIAL PARK, which map is hereby referred to and made a part hereof.

That this conveyance and all right, title and interest hereby conveyed in the property above described, is subject to all laws and ordinances, to conditions, restrictions, reservations, easements, rights and right-of-way of record, and to conditions, restrictions, reservations, and the rules and regulations heretofore or hereafter adopted by the Board of Directors of Grantor, and on file in the Office of Grantor, to which reference is hereby made for full particulars, and the Grantee covenants and agrees that:

(a) No transfer, conveyance or assignment of any interest or rights acquired by Grantee shall be valid without the written consent of Grantor and being thereafter recorded on its books

(b) Said property shall not be used in any other manner by the Grantee, or any other person holding under him, unless and until the written consent of said EASTSIDE MEMORIAL PARK thereto shall have first been obtained

(c) No monument, memorial, or other structure extending above the surface of the ground shall ever be erected on the property in which the interment rights are hereby conveyed, and no monument or memorial tablet constructed or composed of material other than granite or bronze shall ever be placed on the property. No monument or other memorial, tree, plants, objects or embellishments of any kind shall be placed upon, altered or removed from the above-described property by the Grantee without the written consent of Grantor. All grading, landscape work and improvements of any kind and all care on the above-described property, shall be done, and all trees and plants of any kind shall be planted, trimmed or removed, and all interments disinterments and removals, including all openings and closings of graves, shall be made only by Grantor with its equipment. All interments shall be made subject to the use of the type of an outer container as shall be designated by Grantor in its rules and regulations.

(d) Grantor, at the expense of Grantee and as a charge against the above-described property, may repair or remove any monument or other memorial which is improper or offensive or which has become dangerous or dilapidated, and may remove any tree, flower or plant, or other object or embellishment that becomes unsightly or dangerous.

(e) Grantor shall not be liable for loss or damage caused by an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, unavoidable accidents, riot or order of any military or civil authority.

(f) The enumeration herein of certain conditions, reservations, restrictions and rules and regulations shall not be considered as the only limitations, but the Grantee shall always hold all his interest and rights limited by and subject to the rules and regulations and by-laws of Grantor now existing or which may be by it hereafter adopted either by amendment, alteration or the adoption of new ones. These rules and regulations are on file for inspection in Grantor's office and are specifically referred to as if herein set forth in full.

(g) There is expressly reserved unto the Grantor and its successors, the right to enlarge, replat and/or change the boundaries of said unit of said Memorial Park from time to time, including but not limited to, the right to modify and/or change the location of roads, walks and drives, the right and easement to use and pass over said lot in the care, maintenance and use thereof and of surrounding lots and the exercise of the right and easement, hereby reserved, to lay, maintain, repair and operate pipes, pipelines, drains, conduits, and other utilities and facilities along all of the boundary lines of all the roads, walks and drives of said Memorial Park, and also on, and six inches on each side of, all of the boundary lines of all of the lots and/or interment spaces covered by this conveyance.

(h) All the above conditions, reservations, restrictions and rules and regulations are binding upon Grantee, his heirs, devisees, executors, administrators and assigns and are enforceable only by the Grantor, or its successors in interest, a breach of any of said conditions, reservations, restrictions, rules and regulations shall, at the option of Grantor cause said property to revert to the said Grantor, or its successors in interest, who shall have the right to immediate re-entry upon said property in the event of any such breach, and the breach of any such covenant or condition or the continuation of any such breach may be enjoined, abated or remedied by appropriate proceedings by said Grantor or its successors in interest.

(i) Nothing herein contained shall be deemed to restrict the use of any other portion of the Memorial Park than that herein conveyed to Grantee.

(j) In case any part or paragraph of this Deed shall be declared invalid or unenforceable the same shall be separable and the remainder of said Deed shall remain valid and enforceable as though said portion had not been contained herein.

And Grantor certifies: That there has been deposited with it, in trust, a sum, not less than that required by law, to be invested, as authorized by law, with other funds of like character, and the proportionate net income therefrom to be used in the "Endowment Care" and protection of said property above described.

IN WITNESS WHEREOF EASTSIDE MEMORIAL PARK has caused its corporate name and seal to be hereunto affixed by its corporate officer thereunto duly authorized this **31st** day of **August** _____ **2005**

EASTSIDE MEMORIAL PARK, INC.

[Signature]
Vice-President

SEAL