

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 1987, by and between EAST SIDE MEMORIAL PARK, INC., a Nevada corporation, hereinafter referred to as "Eastside" or "Seller" and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, hereinafter referred to as "Sierra" or "Purchaser".

1. For and in consideration of the mutual covenants and agreements of the parties hereto, and other valuable consideration, Eastside agrees to sell and Sierra agrees to purchase that real property located in Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). This agreement is expressly contingent upon approval of Sierra's Board of Directors. If Sierra's Board of Directors does not approve this Agreement, it shall be deemed null and void in its entirety.

2. Eastside agrees to sell and Sierra agrees to purchase the Property for the purchase price of Six Thousand Four Hundred Fifty and no/100 (\$6,450.00) per acre on the terms and conditions hereinafter set forth. Total purchase price and acreage to be determined by the survey described in Section 4 below.

As additional consideration, Sierra agrees to convey to Eastside the real property as designated as "Area A" on Exhibit "A" attached hereto and made a part hereof in exchange for a portion of Eastside's real property as set forth in Section 4 below.

3. Eastside and Sierra hereby agree to convey all property herein described and improvements thereon (excluding therefrom any and all mineral rights owned in the property, and all water and water rights of every kind and nature appertaining thereto, by a grant, bargain and sale deed to be delivered to respective Sierra and Eastside through escrow as hereinafter provided.

4. Sierra agrees to provide, at its sole cost, a survey to determine the boundaries of the properties involved in this transaction and respective acreages. Said survey shall be suitable to meet local government requirements for a boundary line adjustment. The property to be acquired by Sierra shall be bounded on the North by the North boundary line of Eastside's property, on the East by the East boundary line of Eastside's property and on the South by the north right-of-way line of the proposed realignment of Buckeye Road. Said survey shall determine the size and boundaries of the area to be deeded by Sierra to Eastside in exchange for an equal acreage in the area acquired by Sierra as shown on Exhibit "A" attached hereto. Said boundary line adjustment survey shall be completed prior to close of escrow. Eastside and Sierra agree to sign any and all documents required to complete said boundary line adjustment.

5. Sierra agrees to lease to Eastside the area as shown as the parking lot and maintenance on Exhibit "A" subject to the terms and conditions of that Lease Agreement dated 12 August 1987, between Eastside and Sierra. A copy of the proposed Lease Agreement is attached hereto as Exhibit "B" and made a part hereof by reference.

6. Sierra reserves the right to design approval of leased area. Said parking design shall allow for a 24-hour access road through the leased area to be constructed by Sierra.

Sierra further reserves the right to construct overhead and underground powerlines through the leased area. Sierra shall use reason regarding location, and timing around funerals.

7. Sierra agrees to relocate the existing westerly 60kV powerline into the real property described in Exhibit "B" as soon as practicable. Said powerline shall be relocated by Sierra prior to March 1, 1988.

8. Sierra agrees to grant Eastside a 10-foot exclusive irrigation pipeline and utility easement along the North right-of-way line of Buckeye Road.

9. Sierra agrees to file corrected deed of easement for any and all existing powerline easements across Eastside's property that are found to be in error.

10. Sierra agrees to grant Eastside a ten-foot easement along the newly established southerly and westerly property lines, as shown on Exhibit "A", for landscaping purposes. Sierra reserves the right to determine clearance requirements on each side of any existing or future powerlines. Any landscaping placed in any clear area without prior written approval is subject to removal by Sierra.

11. In the event that any of the conditions of This Agreement above are not satisfied, either party may terminate this Agreement and demand the return of his money and/or property pursuant to Section 14 below. Upon such termination, such party shall be entitled to the return of any money and/or property deposited in escrow by that party, and neither party shall have any further rights or obligations hereunder.

12. Within five(5) working days of approval of this Agreement, escrow shall be established at First Nevada Title in Gardnerville, Nevada.

13. Both parties shall furnish title to their respective properties free and clear of all liens and encumbrances, mortgages, restrictions, deeds of trust and assessments, except for all general and special taxes for the current fiscal year.

14. Both parties shall be furnished through escrow as hereinafter provided, a CLTA policy of title insurance for an amount equal to the purchase price of the property.

15. This escrow is to close when all conditions precedent to closing have been fulfilled, but no later than September 30, 1987.

16. On or before the close of escrow, each party shall deposit with the escrow agent, the grant deeds provided for in Paragraph 3 above, which escrow agent is authorized to deliver to the proper party when all conditions of this escrow have been completed.

17. On or before the close of escrow, Sierra shall deposit with the escrow agent the sum described in Paragraph 2 above. The escrow agent shall issue a CLTA title insurance policy as provided in Paragraph 6 above, insuring title to the property, to be vested as provided in Paragraph 3 above, and deliver the original to Sierra and a copy to Eastside.

18. The escrow agent shall record both grant deeds and have both grant deeds delivered to the appropriate party.

19. Possession; of the property shall be delivered on the recordation of the deeds at close of escrow.

20. The parties to this escrow will pay all costs and expenses in connection therewith as follows:

- (a) Sierra and Eastside will each pay one-half the real property transfer tax, the premium for the title insurance policy, escrow fees and recording fees.
- (b) All real property taxes, assessments, personal property taxes, fire insurance, premiums and utility charges shall be pro-rated as of the close of escrow.

Escrow agent shall pay all sums required to be paid by Eastside out of the funds credited to Eastside in this escrow; Sierra shall be billed for any further funds required to complete this transaction.

21. Time is of the essence of these instructions. If this escrow is not closed by September 30, 1987, any party who shall have fully complied with his instructions may, in writing, demand the return of his money and/or property; but if none have complied, no demand for return thereof shall be recognized until five (5) days after the escrow holder shall have mailed copies of such demand to all other parties at their respective addresses shown in the escrow instructions. If no such demand is made, the escrow agent shall close this escrow as soon as possible.

22. Any amendment of or supplement to this Agreement must be in writing signed by Buyer and Seller.

23. For purposes of this Agreement, the parties' addresses are shown following their respective signatures.

24. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement, their respective heirs, personal representatives, assigns and other successors in interest, and shall survive the close of escrow.

163556

25. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

EASTSIDE MEMORIAL PARK, INC.
P.O. Box 910
Minden, Nevada 89423

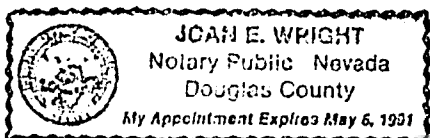
SIERRA PACIFIC POWER COMPANY
P.O. Box 10100
Reno, Nevada 89520

By: John S. Shapiro
JOHN S. SHAPIRO
Title: President

By: John Madaraga
JOHN MADARAGA
Title: Vice President - General Counsel

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this 4 day of August, 1987, personally appeared before me, a Notary Public in and for said County and State, John S. Shapiro, personally known or proved to me to be the President of Eastside Memorial Park, Inc., who acknowledged to me that he executed the same as his free act and deed on behalf of said corporation.



Joann E. Wright
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

On this 12th day of August, 1987, personally appeared before me, a Notary Public in and for said County and State, John Madaraga, personally known or proved to me to be the Vice President - General Counsel of Sierra Pacific Power Company, Inc., who acknowledged to me that he executed the same as his free act and deed on behalf of said corporation.



ROBERT J. EDWARDS
Notary Public - State of Nevada
Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES MAR. 25, 1989

Robert J. Edwards
Notary Public

- LEGEND**
- EXISTING PROPERTY LINE
 - PROPOSED PROPERTY LINE
 - EXISTING FENCE
 - PROPOSED FENCE LINE
 - AREA TO BE ACQUIRED BY SPPCO. AND LEASED TO EASTSIDE
 - AREA TO BE ACQUIRED BY SPPCO. (no lease)
 - AREA TO BE ACQUIRED BY EASTSIDE THROUGH EXCHANGE

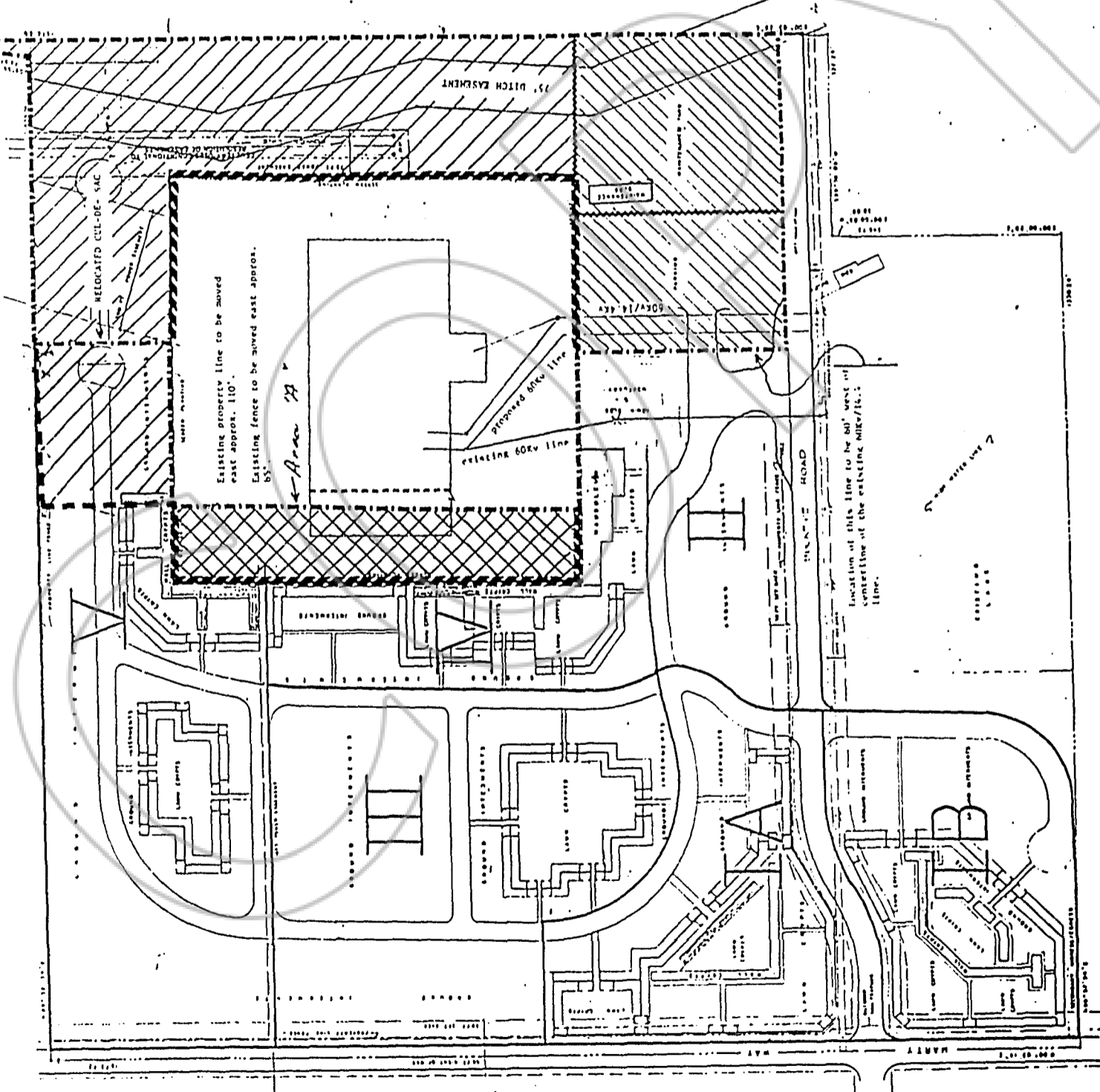


Exhibit "A"

Exhibit "A"

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LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of September, 1987, by and between SIERRA PACIFIC POWER COMPANY, a Nevada corporation, ("Lessor"), and the EASTSIDE MEMORIAL PARK, a Nevada corporation, ("Lessee").

1. Description of Premises. Lessor hereby leases to Lessee the real property located as shown on the plot plan in Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

2. Term and Termination. The term of this lease shall be fifty (50) years, beginning the 1st day of October, 1987, and terminating on the 1st day of October, 2037, unless terminated sooner under Section 18 below. Lessee shall have the option to renew this lease for another 50 year term by notifying Lessor in writing of its intention to exercise said option at least 60 days prior to expiration of the first term.

3. Rent. Rent shall be one dollar (\$1.00) per year for the full term of this lease, payable in advance.

4. Use of Property. The property described herein is to be used as a parking area and maintenance facility area for Lessee's cemetery business adjacent to the leased premises. Lessee shall restrict its use of the property to such purpose, and shall not use or permit the use of the premises for any other purpose without the prior written consent of Lessor. Lessee agrees and acknowledged that the Property shall NEVER be used for interment purposes.

5. Waste, Nuisance or Unlawful Activity. Lessee shall not allow any waste or nuisance or use or allow the premises to be used for any unlawful purpose.

6. Improvements. Lessee agrees to provide, at its sole cost, the following improvements: (a) development of all vehicle approaches onto said premises; (b) pavement of the area used as actual parking spaces with a minimum of two inches of asphalt and maintain the same in good condition and repair; (c) provide any and all landscaping which may be required by local governmental authorities and maintain the same in good condition.

Lessee expressly reserves the right of approval for the location and size of any structures placed or constructed in the area designated "Maintenance Yard" on Exhibit "A". Permission will not be unreasonably withheld. No structures shall be placed or constructed in the area designated "Parking" on Exhibit "A".

7. Utilities. Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including any required outdoor lighting.

8. Lessor's Access to Premises. Lessor reserves the right to enter on the premises at reasonable times to inspect them and perform required maintenance and repairs, or to make additions, alterations or modifications to any part of the premises.

9. Permits. Lessee will arrange to obtain and pay for any and all permits which may be required for the operation of its business on said premises, including any building permit required by the Douglas County authorities.

10. Nonliability of Lessor for Damages. The Lessee agrees to protect, indemnify and hold the Lessor and all of its officers, agents, employees and representatives free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof and attorney's fee) of every kind and character arising in favor of the Licensee or any third party on account of personal injuries, death, and/or damage to property in any way occurring, incident to, arising out of or in connection with Lessee's use of the Property during the term of this lease.

11. Lessor's Future Use of Property. Lessor retains the right to install overhead and underground electric power lines over, under and across the leased premises.

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Exhibit "B"

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12. Insurance. Lessee shall maintain public liability and property damage insurance on the leased premises in the amount of \$500,000 for any one occurrence, and \$1,000,000 for injury to or damage to any one person. Lessee shall name Lessor as an additional insured on such policy and provide Lessor with appropriate certificates of insurance within thirty days after the date of commencement of this lease.

13. Liens and Encumbrances. During the term of this lease or any extension thereof, Lessee shall not place any liens or encumbrances on the leased property, and shall keep the property free and clear of all liens and encumbrances arising out of any work performed, material furnished or obligations incurred by Lessee.

14. Assignment of Lease or License. Lessee shall not assign or sublet the premises or any part thereof or any right or privilege connected therewith, or allow any other person except agents or employees of Lessee to occupy the premises or any part thereof without the prior written consent of the Lessor. Consent by Lessor to one assignment, sublease or occupation by other persons shall not be construed to a consent to any subsequent similar transfer. Any unauthorized assignment, sublease or license to occupy shall be void and, at Lessor's option, shall terminate this lease. The interest of Lessee in this lease is not assignable by operation of law without Lessor's written consent.

15. Eminent Domain. Eminent domain proceedings which result in the condemnation of a part of the premises leased herein, but leave the remaining premises reasonably usable by Lessee for the purpose of its business activities will not terminate this lease unless Lessor, at its option, terminates the lease by written notice. The effect of any such condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the premises shall remain intact.

16. Inurement and Binding Effect. This lease shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.

17. Integration. This document embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth. This lease may be amended only by a document in writing, executed by both parties with the same formality as this instrument.

18. Violation of Terms or Covenants. Lessee shall be given written notice of any violation of the terms or covenants of this Agreement by Lessor. Lessee shall have thirty (30) days from date of notification to correct said violation. Failure to correct any violation within the 30-day time period shall be cause for the termination of this Agreement.

IN WITNESS WHEREOF, the Lessee has signed this Lease Agreement and the Lessor has executed the same by its duly authorized officer the day and year first above written.

EASTSIDE MEMORIAL PARK, INC.
P.O. Box 910
Minden, Nevada 89423

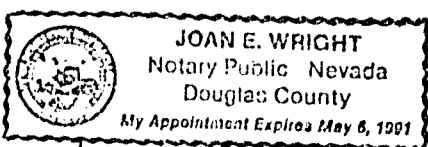
SIERRA PACIFIC POWER COMPANY
P.O. Box 10100
Reno, Nevada 89520

By: John S. Shabini
JOHN S. SHABINI
Title: President

By: John Madaras
JOHN MADARAS
Title: Vice President - General Counsel

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this 4 day of August, 1987, personally appeared before me, a Notary Public in and for said County and State, John S. Shabini, personally known or proved to me to be the President, of Eastside Memorial Park, Inc., who acknowledged to me that he executed the same as his free act and deed on behalf of said corporation.

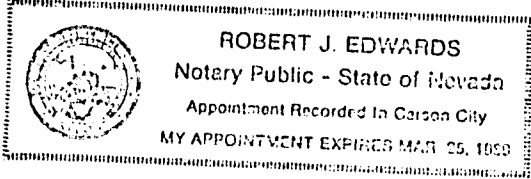


Joan E. Wright
Notary Public

163556

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

On this 12th day of August, 1987, personally appeared before me, a Notary Public in and for said County and State, John Madariaga, personally known or proved to me to be the Vice President - General Counsel, of Sierra Pacific Power Company, Inc., who acknowledged to me that he executed the same as his free act and deed on behalf of said corporation.



Robert J. Edwards
Notary Public

COPY

SIERRA PACIFIC POWER COMPANY
SIERRA PACIFIC POWER COMPANY TO EASTSIDE MEMORIAL PARK, INC
LEASE PROPERTY
LEGAL DESCRIPTION

September 28, 1987

A parcel of land located within the Northwest one-quarter of Section 26, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point which is the intersection of the Northerly line of the realignment of Buckeye Road with the Westerly line of Parcel 16-C of the Carter Parcel Map, Document No. 64509 of the Douglas County Recorder's Office, said point bears S. 56°13'12" W., 4448.15 feet from the Northeast corner of said Section 26;

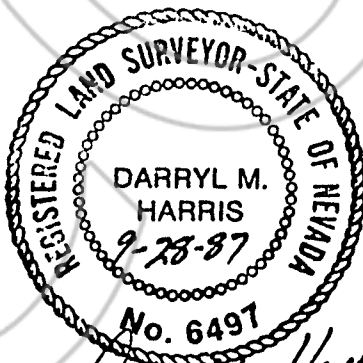
thence N. 89°07'32" W., along said Northerly line of the realignment of Buckeye Road, 512.08 feet;

thence N. 00°25'24" E., 324.11 feet to the Southerly line of the Sierra Pacific Power Company parcel as described in Book 10, Page 790, Document No. 19713 of the Douglas County Recorder's Office;

thence S. 89°34'29" E., along said Southerly line, 514.90 feet to a point on said Westerly line of Parcel 16-C;

thence S. 00°55'07" W., along said Westerly line, 328.13 feet to the POINT OF BEGINNING.

Containing 3.844 acres more or less.



163556

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LEGGEND

EXISTING PROPERTY LINE

PROPOSED PROPERTY LINE

EXISTING FENCE

PROPOSED FENCE LINE

AREA TO BE ACQUIRED BY SPPCO.
 AND LEASED TO EASTSIDE

AREA TO BE ACQUIRED BY SPPCO.
 (no lease)

AREA TO ACQUIRED BY EASTSIDE
 THROUGH EXCHANGE

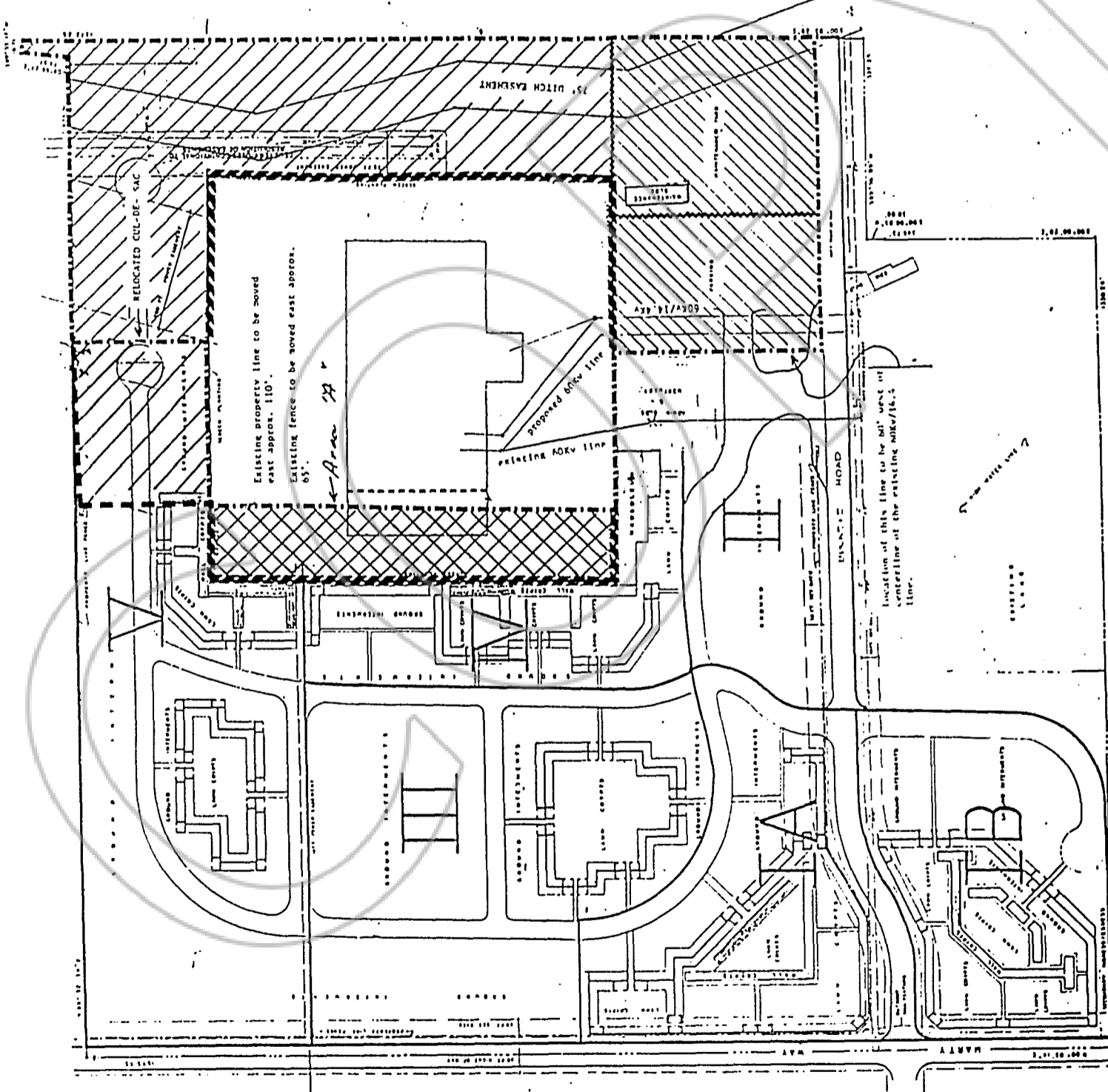


Exhibit "A"

Exhibit "A"
 to
 Exhibit "B"

COPY

REQUESTED BY
FIRST NEVADA TITLE COMPANY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'87 OCT -1 P4:08

SUZANNE BEAUDREAU
RECORDER

\$14.00 PAID *[Signature]* DEPUTY **163556**
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