



Exhibit "A"

AGREEMENT BETWEEN PURCHASERS OF REAL PROPERTY  
IDENTIFICATION/DIVISION OF INTERESTS  
(TENANTS IN COMMON)

THIS AGREEMENT, entered into on the date first below  
subscribed by and between:

Douglas K. Barlow, Trustee and  
Susan L. Barlow, Trustee  
of the BARLOW 1978 TRUST

hereinafter "Barlow", and

Roger J. Hatch and  
Minerva P. Hatch  
Husband and Wife as Joint Tenants

hereinafter "Hatch", collectively identified as "Buyers".

W I T N E S S E T H:

WHEREAS, Marty Ross and Betty Jean Ross, husband and wife,  
have been co-owners as tenants in common with Barlow (the interest  
of Marty/Betty Jean Ross being 62 1/2% and the interest of Barlow  
being 37 1/2% interest) of real property consisting of vacant land  
in Alamo, Lincoln County, State of Nevada, described as follows:

That portion of the south half of the north half (S 1/2  
N 1/2) of Section 8, Township 7 South, Range 61 East, MCB  
& M described as follows:

Commencing at the East Quarter (E 1/4) corner of said  
Section 8, thence North 89 55' West 1,843.47 feet more or  
less to the center of the creek running through Lot Two  
(2) of the record of survey in Book "A" of Plats, Page  
144 recorded January 4, 1979, Lincoln County, Records,  
said point being the true point of beginning; Thence  
continuing North 89 55' West 409 feet more or less to the  
Southwest corner of said Lot Two (2); Thence north 0 16'  
East 1,318.38 feet to the Northwest corner of said lot  
Two (2); Thence south 89 19' east 467.50 feet more or  
less to the center of the creek running through said lot  
Two (2); Thence southerly along centerline of said creek  
to the true point of beginning.

APN: 8-031-16 ; and

*David M. Crosby*  
DAVID M. CROSBY  
615 SOUTH SEVENTH STREET  
LAS VEGAS, NEVADA 89101  
(702) 382-1007

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1 WHEREAS, Marty and Betty Jean Ross have encountered  
 2 difficulties in their marital relationship such that Marty has  
 3 transferred all right, title and interest in and to subject real  
 4 property to Betty Jean Ross (Seller) who succeeds to the entire 62  
 5 1/2 interest owned by them as joint tenants and who further desires  
 6 to sell her entire interest in and to subject real property to  
 7 Buyers Barlow and Hatch subject to Deed of Trust encumbering  
 8 approximately 62 1/2 of the entire parcel represented by the south  
 9 7.05038 acres thereof as identified on the attached Exhibit "A";  
 10 and

11 WHEREAS, Buyers Barlow and Hatch jointly desire to purchase  
 12 the interest of Ross in and to subject real property, 60% by Barlow  
 13 and 40% by Hatch and to specifically identify their relative  
 14 interests should subject real property ever be divided or  
 15 partitioned; and

16 WHEREAS, an escrow has been opened at United Title of  
 17 Nevada, escrow #93-05-0380 TSO, wherein the documents relative to  
 18 the above transaction are being prepared and the transaction will  
 19 be closed; and

20 WHEREAS, in conjunction with subject real property there are  
 21 12 shares of irrigation water in the Alamo Irrigation Company, Inc.  
 22 represented by Certificate #327 which the parties desire to be  
 23 divided 3.0 shares to Hatch and 9.0 shares to Barlow should subject  
 24 real property and/or such shares of irrigation water ever be  
 25 divided or partitioned;

26 NOW, THEREFORE, in exchange for the mutual promises of the  
 27 parties hereto, and other good and valuable consideration, these  
 28 parties covenant and agree and declare to the world their agreement  
 and intentions as follows:

1. That in the event subject real property should ever be  
 divided or otherwise partitioned in order that Barlow and Hatch may  
 acquire separate deeds of 100% interest in their proportionate  
 share of the real property or for any other reason, the division of  
 the real property shall be:

- a. Hatch to receive a deed to all right, title and  
 interest in and to the South 3.0 acres of the  
 parcel above described.
- b. Barlow to receive a deed to all right, title and  
 interest in and to the balance of the parcel of  
 real property other than the South 3.0 acres such  
 interest being the North 9 + acres of the parcel  
 above described.

2. That in the event the stated shares of irrigation water

*Law Office of*  
 DAVID M. CROHBY  
 615 SOUTH SEVENTH STREET  
 LAS VEGAS, NEVADA 89101  
 (702) 385-1007

1 should ever be divided or partitioned for any reason, the division  
2 shall be 3.0 shares to Hatch and 9.0 shares to Barlow and the  
3 records of the Alamo Irrigation Company shall be modified to  
4 reflect such division. Further, a copy of this Agreement together  
5 with written request of one of the parties hereto shall suffice as  
6 instruction to Alamo Irrigation Company to perform such division.

7 IN WITNESS WHEREOF and by their signatures below, parties  
8 Hatch and Barlow as Buyers of the interest of Ross in and to  
9 subject real property, by and through their duly authorized  
10 representatives or agents, acknowledge that they have read and  
11 understand this Agreement and agree to be bound by the terms,  
12 conditions, and covenants contained herein, that each has the  
13 required legal capacity to enter into this Agreement, has done so  
14 freely and voluntarily, and that this Agreement constitutes the  
15 entire agreement between these parties.

16 DATED this 11 day of Feb, 1994.

17 HATCH:

18 Roger J. Hatch  
19 Roger J. Hatch  
20 Minerva P. Hatch  
21 Minerva P. Hatch

22 *Notary Public*  
23 DAVID M. CROSBY  
24 612 SOUTH WASHINGTON STREET  
25 LAS VEGAS, NEVADA 89101  
26 (702) 382-1007

27 STATE OF NEVADA )  
28 COUNTY OF Lincoln ) ss.  
29 Clark

30 On this 11<sup>th</sup> day of February, 1994, personally appeared before  
31 me, a Notary Public in and for said county and state, Roger J.  
32 Hatch and Minerva P. Hatch, identified to me, who executed the  
33 foregoing Agreement Between Joint Owners of Real Property in my  
34 presence and acknowledged that they executed same, as their free

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39 ///

1 and voluntary act for the consideration, uses and purposes therein  
2 stated.

3 WENDY RUDDER  
4 Notary Public - Nevada  
5 Lincoln County  
6 My appt. exp. June 15, 1997

*Wendy Rudder*  
Notary Public

7 BARLOW:

8 *Douglas K. Barlow*  
9 Douglas K. Barlow, Trustee

10 *Susan L. Barlow*  
11 Susan L. Barlow, Trustee

12 STATE OF NEVADA )  
13 : ss.  
14 COUNTY OF CLARK )

15 On this 28 day of February, 1994, personally appeared before  
16 me, a Notary Public in and for said county and state, Douglas K.  
17 Barlow and Susan L. Barlow, identified to me, who executed the  
18 foregoing Agreement Between Joint Owners of Real Property in my  
19 presence and acknowledged that they executed same, as their free  
20 and voluntary act as duly authorized Trustees of the BARLOW 1978  
21 TRUST for the consideration, uses and purposes therein stated.

22 BARBARA JONES  
23 Notary Public - Nevada  
24 Clark County  
25 My appt. exp. June 1, 1995

*Barbara Jones*  
Notary Public

26 101647

27 FILED AND RECORDED AT REQUEST OF  
28 Dominick Belingeri  
March 22, 1994  
15 - MONTHS 2.00  
RECORDED 109  
NOTARY FEE 137 LINCOLN  
COUNTY, NEVADA

Yuriko Setzer  
By *Leta Bracher*, Deputy

Notary Public  
DAVID M. CROSBY  
410 MULTICOAST CENTER  
LAS VEGAS, NEVADA 89101  
(702) 798-1887