

successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement (Monterra Heights Facilities District), dated as of \_\_\_\_\_ 1, 2003, by and among the Owners, the Municipality and the District and more completely described in such Development Agreement:

[Insert description of Acquisition Project/Segment]

together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto, all of which are or shall be located within utility or other public easements dedicated or to be dedicated by plat or otherwise free and clear of any and all liens, easements, restrictions, conditions, or encumbrances affecting the same [, such subsequent dedications not affecting the promise of the District to hereafter pay the amounts described in such Development Agreement ], but subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities or other matters as set forth on Exhibit I hereto.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever; and the Owners do hereby bind themselves, their successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of the Owners and no other.

The Owners bind and obligate themselves, their successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and the Owners hereby agree that the amounts specified above and paid [or promised to be paid\*] to the Owners hereunder satisfy in full the obligations of the District under such Development Agreement and hereby release the District from any further responsibility to make payment to the Owners under such Development Agreement except as above provided.

The Owners, in addition to the other representations and warranties herein, specifically make the following representations and warranties:

1. The Owners have the full legal right and authority to make the sale, transfer, and assignment herein provided.
2. The Owners are not a party to any written or oral contract which adversely affects this Conveyance.

\* Insert with respect to any acquisition financed pursuant to Section 5.2(a) hereof.