

Exhibit "N"
(Map of 32.66 Acre Tract – Also known as 31 Acre Tract)

EXHIBIT "N"



CYPRESS FOREST PUD 32.66 ACRE-TRACT
WITHIN THE RAVENEAUX GOLF COURSE

Exhibit "O"
(Metes and Bounds and Map of 13.67 – Also known as 15 Acres)

KERA VILLAGE
ADDITIONAL DEVELOPMENT TRACT
13.673 ACRE

AUGUST 25, 2008
JOB NO. KRD01-61

DESCRIPTION OF A 13.673 ACRE TRACT OF LAND
SITUATED IN THE BENJAMIN PAGE SURVEY, ABSTRACT NO. 618
HARRIS COUNTY, TEXAS

BEING a 13.673 acre tract of land situated in the Benjamin Page Survey, Abstract No. 618, Harris County, Texas and being out of and a part of that tract described as 223.6654 acres and called Tract 2 in a conveyance to JP/Raveneaux Partners, LP recorded under Harris County Clerk's File (H.C.C.F.) No. Y836880 and dated October 13, 2005, said 223.6654 acre tract being a residue of a 244.719 acre tract described as Tract II in a conveyance to Woodmar Limited recorded under H.C.C.F. No. F786354 and dated September 18, 1978, said 13.673 acre tract being more particularly described by metes & bounds as follows;

BEGINNING at a 5/8 inch iron rod found in the Southeasterly right-of-way line of Cypresswood Drive (based on a width of 100.00 feet per instrument recorded under H.C.C.F. No. E882256), marking the most Westerly corner of HOUSTON TEXAS TEMPLE, a subdivision per plat or map recorded under Film Code No. 415131, Harris County Map Records, same being the common most Northerly corner of said 223.6654 acre tract and the herein described tract;

THENCE South 53° 20' 35" East, along and with the Southwesterly line of said HOUSTON TEXAS TEMPLE, same being a Northeasterly line of said 223.6654 acre tract, a distance of 494.31 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking the most Easterly corner of the herein described tract and being located North 53° 20' 35" West, 65.06 feet from a 5/5 inch iron rod found marking the most Southerly West corner of said HOUSTON TEXAS TEMPLE;

THENCE, over and across said 223.6654 acre tract the following courses and distances:

South 56° 49' 06" West, a distance of 44.42 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 71° 25' 15" West, a distance of 52.00 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 82° 39' 41" West, a distance of 71.69 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 53° 47' 32" West, a distance of 64.51 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 52° 55' 19" West, a distance of 226.35 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 53° 12' 43" West, a distance of 263.33 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 53° 19' 32" West, a distance of 213.37 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

KERA VILLAGE
ADDITIONAL DEVELOPMENT TRACT
13.673 ACRE

South 52° 59' 34" West, a distance of 155.35 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 50° 51' 47" West, a distance of 151.28 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 48° 58' 45" West, a distance of 96.69 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 46° 23' 31" West, a distance of 101.46 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking an angle point;

South 40° 09' 22" West, a distance of 187.31 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking the most Southerly corner of the herein described tract;

North 31° 15' 27" West, a distance of 468.78 feet to a 5/8 inch iron rod with "Brown & Gay" cap set in the Southeasterly right-of-way line of Cypresswood Drive marking the most Westerly corner of the herein described tract and being located in the arc of a non-tangent curve to the left from whose center bears North 31° 15' 27" West, 6,400.00 feet, said Westerly corner being located along said Southeasterly right-of-way line, and along and with said curve to the left having a Radius of 6,400.00 feet, a Central Angle of 05° 18' 16", a Long Chord which bears North 61° 23' 42" East, 592.31 feet, for a total Arc Distance of 592.53 feet from a 5/8 inch iron rod with "Brown & Gay" cap found marking the Northeast corner of a 40.00 feet wide strip described in a conveyance to Harris County for a road right-of-way and recorded under H.C.C.F. No. K190372;

THENCE, in a Northeasterly direction, along and with the Southeasterly right-of-way line of said Cypresswood Drive, same being the arc of said curve to the left having a Radius of 6,400.00 feet, a Central Angle of 12° 46' 28", a Long Chord which bears North 52° 21' 19" East, 1,423.98 feet, for a total Arc Distance of 1,426.93 feet to the **POINT OF BEGINNING** and containing 13.673 acres of land.

Bearing orientation is Grid and based on the Texas State Plane Coordinate System, South Central Zone, NAD-83 and is referenced to found monumentation found along the Southerly right-of-way of Cypresswood Drive as described herein.



A handwritten signature in black ink, appearing to read "Glenn Fisher".

Glenn Fisher RPLS No. 4146
Brown & Gay Engineers, Inc.
10777 Westheimer Rd.
Suite 400, Houston, Texas 77042
Telephone: (281) 558-8700

Exhibit "P"
(Land Use Restriction Agreement for Additional 13.67 Acres)

**Land Use Restriction Agreement
(Additional Land)**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Land Use Restriction Agreement (Additional Land) ("Agreement") is made and entered into effective as of the ____ day of _____, 20__ by _____, a _____ ("Declarant"), the address of which is _____, to and in favor of **CYPRESS FOREST PUBLIC UTILITY DISTRICT**, a political subdivision of the State of Texas (the "District"), the address of which is c/o Allen Boone Humphries Robinson, LLP, Attention: Joe B. Allen, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

Recitals

WHEREAS, the District has agreed to annex certain property in Harris County, Texas owned by Declarant, including without limitation the property consisting of ____ acres, more or less, of land more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, as part of the consideration for the District's agreement to annex Declarant's property, Declarant has agreed to impose certain restrictions on the use and development of the Property;

Agreements

NOW, THEREFORE, for and in consideration of the premises, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Declarant agrees with the District as follows:

1. Permitted Use of Property. The Property may be used for, and only for, the following use (the "Permitted Use"):

Single family residential use only, in townhomes with each unit to be two (2), three (3) or four (4) stories, in villas, or in detached homes, and in each instance including parking.

2. Prohibited Uses. The Property will not be used for any of the following prohibited uses or activities:

- (a) Buildings other than those used solely for the Permitted Use;
- (b) Apartments;

(c) Any on-site leasing or rental office or any centralized leasing or renting system primarily for units on the Property, but such shall not be construed to prohibit owners of residential units from separately leasing or renting their units; or

(d) Sexually oriented or so-called adult entertainment business.

3. **Signage.** There will be no billboards or other off-premise advertising signage on the Property. All signage on the Property shall relate solely to on-site Permitted Use and shall comply with City of Houston sign ordinance requirements, notwithstanding that such ordinance may not otherwise apply.

4. **Term, Amendment, and Termination.** This Agreement and the foregoing restrictions shall be in effect for an initial term of twenty-five (25) years from the date hereof and shall thereafter automatically renew for additional terms of twenty-five (25) years each unless terminated by the following procedure. This Agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument executed and acknowledged by all of (i) the District, (ii) the then owners of at least seventy-five percent (75%) of the land area in the Property, and (iii) the then owners of at least seventy-five percent (75%) of all residential units then located on the Property. Such amendment or termination will not be effective unless and until it is recorded in the real property records of Harris County, Texas.

5. **Covenants Running with the Land.** Without limiting the provisions of Section 3 above, the parties agree that the provisions of this Agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the Property and that are for the benefit of the District.

6. **Binding Effect.** This Agreement binds, benefits, and may be enforced by the successors in interest to the parties.

7. **Choice of Law.** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Harris County, Texas.

8. **Attorney's Fees.** If either party retains an attorney to enforce this Agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

9. **Severability.** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement.

10. **Remedies Cumulative.** All rights, privileges, and remedies afforded the parties by this Agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this Agreement and that the granting of equitable remedies may, and probably will, be necessary.

11. **Number and Gender.** The use of the singular will be deemed to mean the plural, the plural to mean the singular, and each gender to mean the other genders wherever appropriate in the context.

12. **Captions.** Captions used in this Agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

13. **Construction of Agreement.** The terms and provisions of this Agreement are the result of negotiation between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this Agreement otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions in this Agreement must be interpreted or construed against the party whose attorney prepared this Agreement or any draft hereof.

14. **Other Instruments.** The parties to this Agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this Agreement, as long as such other instruments and agreement do not materially and adversely affect the rights and obligations of Declarant and the District, and their respective heirs, successors, and assigns, under this Agreement.

15. **Prior Agreements Superseded.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or oral or written agreements between the parties respecting the subject matter.

16. **Notices.** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than Declarant and the District, and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this Agreement. This Agreement is intended for the sole and exclusive benefit of Declarant and the District, and their respective heirs, successors, and assigns as the owners of, or as a political subdivision having within its boundaries, the Property or portions thereof.

WITNESS the execution hereof, effective as of the date first set forth hereinabove.

Declarant: _____

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____, 20____, by
_____, the _____ of _____, [the general
partner of _____,] a _____, on behalf of said
_____.

[NOTARY SEAL]

Notary Public in and for the State of Texas

Typed Name: _____

My Commission Expires: _____

Consent and Subordination by Lienholder

The undersigned, as the holder of one or more liens on the Property (as defined in the foregoing Land Use Restriction Agreement (Additional Land)), or a portion thereof, consents to the above Land Use Agreement (Additional Land) and subordinates its lien to said Land Use Restriction Agreement (Additional Land) and the rights and interests of District, its heirs, successors, and assigns, so that a foreclosure of any of the undersigned's liens will not extinguish such Land Use Restriction Agreement (Additional Land) or rights and interests.

Lienholder: _____

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, [the general partner of _____,] a _____, on behalf of said _____.

[NOTARY SEAL]

Notary Public in and for the State of Texas

Typed Name: _____

My Commission Expires: _____

EXHIBIT "A"

[Legal Description of the Property]

Exhibit "Q"
(Land Use Restriction Agreement for Park Property)

Park Land Use Restriction Agreement

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Park Land Use Restriction Agreement ("Agreement") is made and entered into effective as of the ____ day of _____, 20__ by _____, a _____ ("Declarant"), the address of which is _____, to and in favor of **CYPRESS FOREST PUBLIC UTILITY DISTRICT**, a political subdivision of the State of Texas (the "District"), the address of which is c/o Allen Boone Humphries Robinson, LLP, Attention: Joe B. Allen, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

Recitals

WHEREAS, the District has agreed to annex certain property in Harris County, Texas owned by Declarant, including without limitation the property consisting of _____ acres, more or less, of land more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, as part of the consideration for the District's agreement to annex Declarant's property, Declarant has agreed to impose certain restrictions on the use and development of the Property;

Agreements

NOW, THEREFORE, for and in consideration of the premises, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Declarant agrees with the District as follows:

1. Permitted Use of Property. The Property may be used for, and only for, the following use (the "Permitted Use");

One or more golf courses, and other facilities commonly associated with a golf course, including without limitation, tennis courts, swimming pools, and a spa/wellness facility.

2. Prohibited Uses. The Property will not be used for any of the following prohibited uses or activities:

- (a) Buildings other than those used solely for the Permitted Use;
- (b) Office, retail, or other commercial use (other than the Permitted Use);
- (c) Residential or industrial use; or
- (d) Sexually oriented or so-called adult entertainment business.

3. **Signage.** There will be no billboards or other off-premise advertising signage on the Property. All signage on the Property shall relate solely to on-site Permitted Use and shall comply with City of Houston sign ordinance requirements, notwithstanding that such ordinance may not otherwise apply.

4. **Term, Amendment, and Termination.** This Agreement and the foregoing restrictions shall be in effect for an initial term of twenty-five (25) years from the date hereof and shall thereafter automatically renew for additional terms of twenty-five (25) years each unless terminated by the following procedure. This Agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument executed and acknowledged by all of (i) the District and (ii) the then owners of at least seventy-five percent (75%) of the land area in the Property. Such amendment or termination will not be effective unless and until it is recorded in the real property records of Harris County, Texas.

5. **Covenants Running with the Land.** Without limiting the provisions of Section 4 above, the parties agree that the provisions of this Agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the Property and that are for the benefit of the District.

6. **Binding Effect.** This Agreement binds, benefits, and may be enforced by the successors in interest to the parties.

7. **Choice of Law.** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Harris County, Texas.

8. **Attorney's Fees.** If either party retains an attorney to enforce this Agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

9. **Severability.** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement.

10. **Remedies Cumulative.** All rights, privileges, and remedies afforded the parties by this Agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this Agreement and that the granting of equitable remedies may, and probably will, be necessary.

11. **Number and Gender.** The use of the singular will be deemed to mean the plural, the plural to mean the singular, and each gender to mean the other genders wherever appropriate in the context.

12. **Captions.** Captions used in this Agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

13. Construction of Agreement. The terms and provisions of this Agreement are the result of negotiation between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this Agreement otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions in this Agreement must be interpreted or construed against the party whose attorney prepared this Agreement or any draft hereof.

14. Other Instruments. The parties to this Agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this Agreement, as long as such other instruments and agreement do not materially and adversely affect the rights and obligations of Declarant and the District, and their respective heirs, successors, and assigns, under this Agreement.

15. Prior Agreements Superseded. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or oral or written agreements between the parties respecting the subject matter.

16. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than Declarant and the District, and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this Agreement. This Agreement is intended for the sole and exclusive benefit of Declarant and the District, and their respective heirs, successors, and assigns as the owners of, or as a political subdivision having within its boundaries, the Property or portions thereof.

WITNESS the execution hereof, effective as of the date first set forth hereinabove.

Declarant:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____, 20____, by
_____, the _____ of _____, [the general
partner of _____,] a _____, on behalf of said
_____.

[NOTARY SEAL]

Notary Public in and for the State of Texas
Typed Name: _____
My Commission Expires: _____

Consent and Subordination by Lienholder

The undersigned, as the holder of one or more liens on the Property (as defined in the foregoing Park Land Use Restriction Agreement), or a portion thereof, consents to the above Park Land Use Restriction Agreement and subordinates its lien to said Park Land Use Restriction Agreement and the rights and interests of District, its heirs, successors, and assigns, so that a foreclosure of any of the undersigned's liens will not extinguish such Park Land Use Restriction Agreement or rights and interests.

Lienholder: _____

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, [the general partner of _____,] a _____, on behalf of said _____.

[NOTARY SEAL]

Notary Public in and for the State of Texas

Typed Name: _____

My Commission Expires: _____

EXHIBIT "A"

[Legal Description of the Property]