

DRIVEWAY AGREEMENT

THIS AGREEMENT is made on November 7, 2007, by MAVERICK ENTERPRISES, LLC, (hereinafter "Developer") an Alabama limited liability company, who is the owner of all of the property and lots identified on the attached survey as Hawaii Timberlands Shelby County Road 49 Survey.

WHEREAS, Maverick Enterprises is the developer of said estate lots and has constructed a thirty foot (30') driveway to serve as the common use manner of ingress and egress to all of the lots identified on the survey and located on the Hawaii Timberlands, Shelby County Road 49; and

WHEREAS, the Developer desires for the owners of all of the tracts, with the exception of the tract owned by Larry Wheeler and Elizabeth Wheeler, identified on the survey of the Hawaii Timberlands, Shelby County Road 49, to jointly maintain and provide for the care of said driveway.

NOW THEREFORE, the Developer agrees that pursuant to the survey, the area designated as the Thirty Foot (30') ingress and egress and utility easement shall be the sole means of ingress and egress to the Estate Lot shown on the Hawaii Timberlands, Shelby County Road 49 survey.

The Developer agrees that the access and utility easement shall be and forever remain an automobile driveway for the use of the owners, their heirs and assigns of the Estates Lots of Hawaii Timberlands Shelby County Road 49 survey.

The Developer desires that the owners of the Estate Lots Hawaii Timberlands Shelby County Road 49 survey shall be jointly and equally responsible for the maintenance and repairs, should they be necessary, of the driveway. All repairs shall be of that same quality as that of the original. If the owners of said lots desire to erect a gate at the entrance to the driveway, the cost of such shall be borne equally by the lot owners.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

Executed on the day and year first above written.

**MAVERICK ENTERPRISES, LLC,
an Alabama limited liability company**

By: 
Kenneth Carter
Its: Member

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that KENNETH CARTER, whose name as Member of Maverick Enterprises, LLC, an Alabama limited liability company, are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the driveway agreement, he, in his capacity as such Member and with full authority, executed the same voluntarily on the day the same bears date.

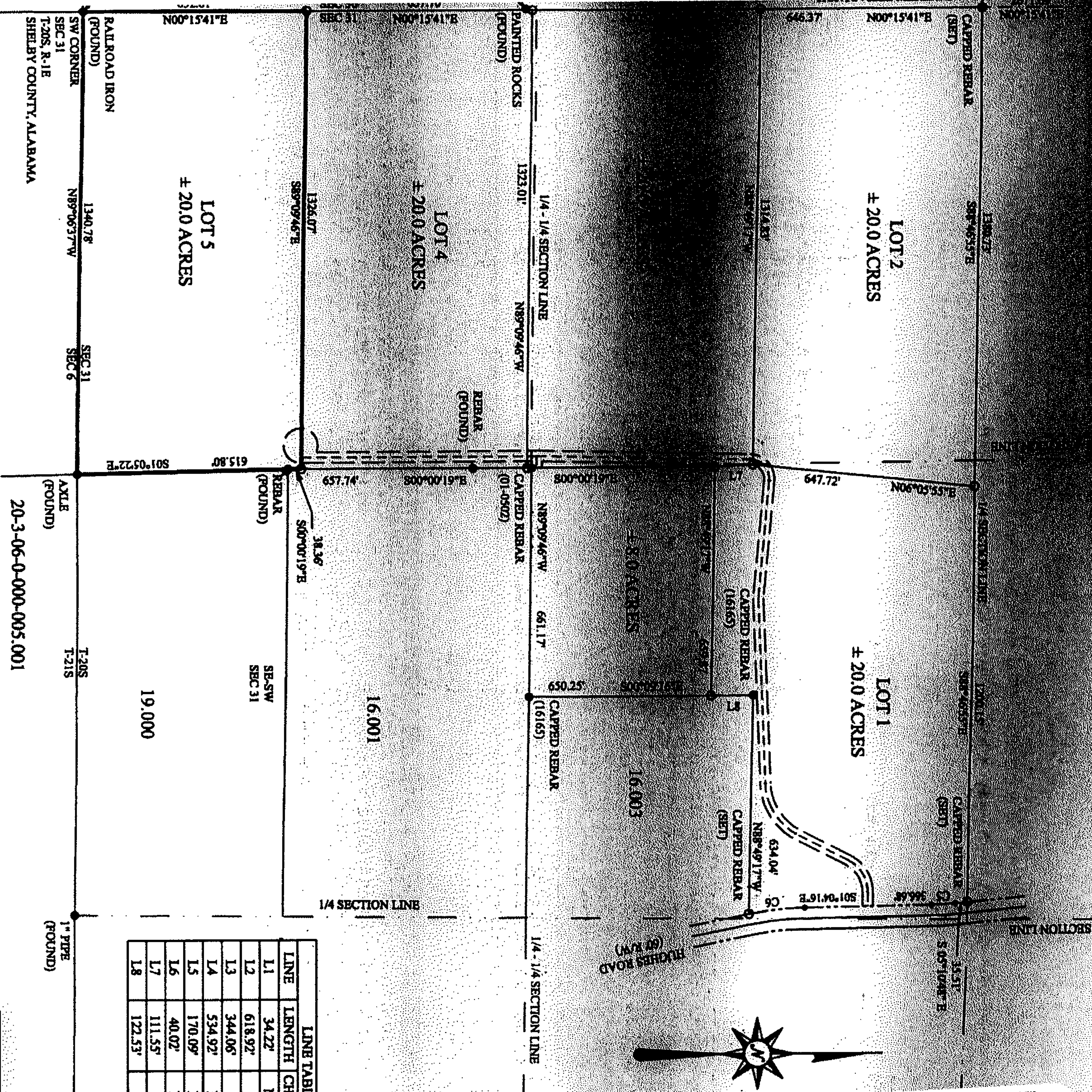
Given under my hand and official seal this 7th day of November, 2007.



NOTARY PUBLIC

My commission expires: 5-13-2008


20080122000026460 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
01/22/2008 10:13:51AM FILED/CERT



20080122000026460 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
01/22/2008 10:13:51AM FILED/CERT

LINE TABLE		
LINE	LENGTH	CHORD BEARING
L1	34.22'	N 89°09'46" W
L2	618.92'	N 1°15'29" E
L3	344.06'	S 84°16'26" E
L4	534.92'	N 87°46'33" E
L5	170.09'	N 27°05'18" E
L6	40.02'	N 90°00'00" E
L7	111.55'	S 2°41'33" E
L8	122.53'	S 0°59'16" E

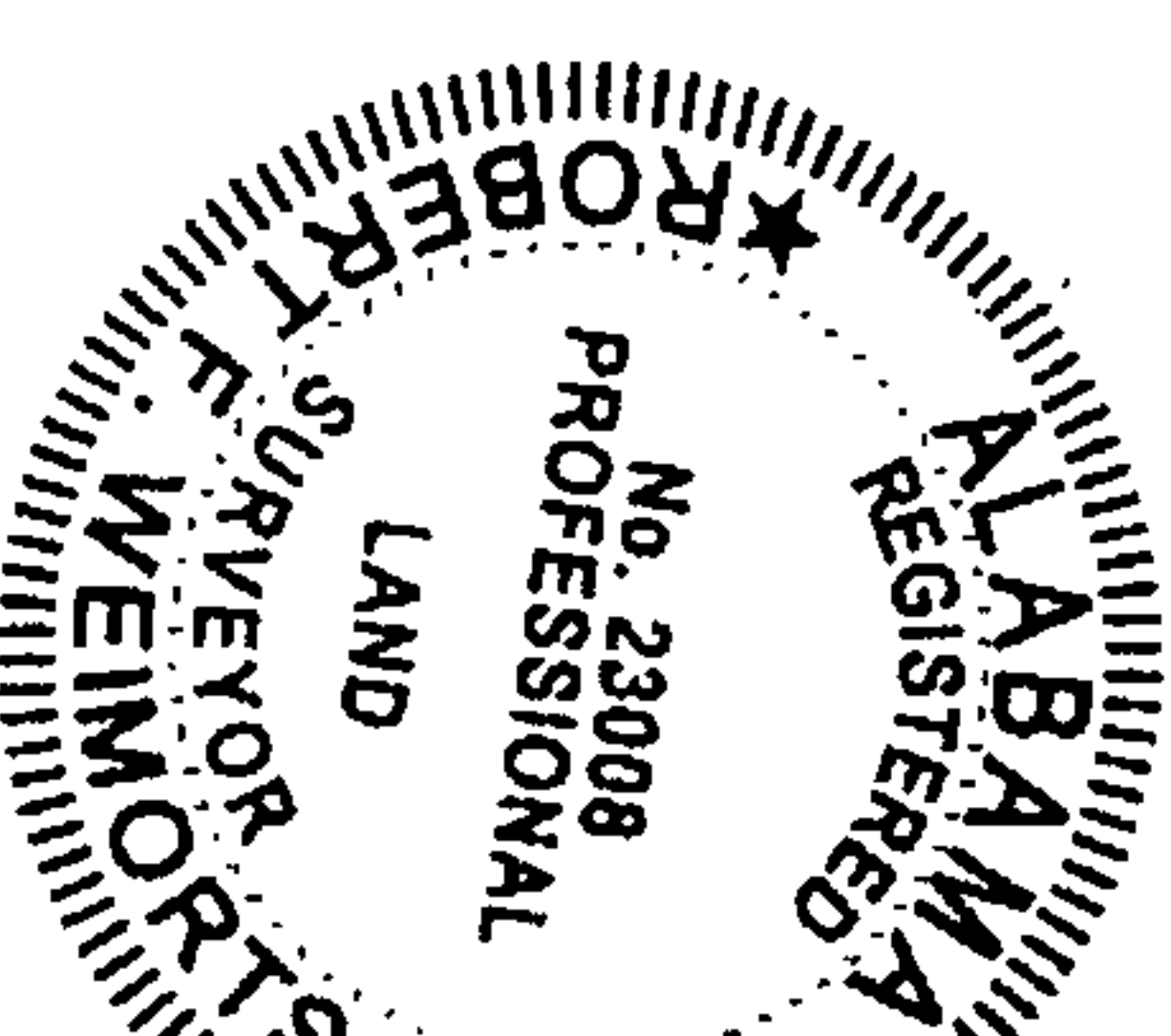
I, ROBERT F. WEIMORTS JR., A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, CERTIFY (OR STATE) THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, FOR A PARCEL OF LAND SITUATED IN SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 5
BEGINNING at a railroad iron found at the SW corner Section 31, Township 20 South, Range 1 East, Alabama, thence N 0°15'41" E a distance of 652.61 feet to a rebar set; thence S 89°09'46" E a distance of 615.80 feet to a rebar set; thence S 0°00'19" E a distance of 38.36 feet to a rebar found; thence S 1°05'22" E a distance of 615.80 feet to an axle found; thence N 89°06'37" W a distance of 1340.78 feet; to the point and place containing 20.00 acres, more or less;

30' INGRESS/EGRESS EASEMENT
BEGINNING at a railroad iron found at the SW corner of Section 31, Township 20 South, Range 1 East, Alabama, thence N 0°15'41" E a distance of 652.61 feet to a capped rebar set; thence S 89°09'46" E a distance of 1288.84 feet to the centerline of and the point and place of BEGINNING of a described 30 foot ingress/egress easement; thence N 0°07'29" W a distance of 685.12 feet to a point; thence N a distance of 618.92 feet to a point; thence following the curvature thereof an arc distance of 93.90 feet (said arc having a chord bearing of N 48°15'57" E, a clockwise direction, a chord distance of 83.71 feet of 57.22 feet); thence S 84°16'26" E a distance of 344.06 feet to a point; thence N 87°46'33" E a distance of 534.92 feet to a point; thence following the curvature thereof an arc distance of 177.40 feet to a point; thence following the curvature thereof an arc distance of 170.03 feet (said arc having a chord bearing of N 58°59'40" E, a counterclockwise direction, a chord distance of 170.03 feet of 176.57 feet); thence N 27°05'18" E a distance of 170.09 feet to a point; thence following the curvature thereof an arc distance of 113.08 feet to a point (said arc having a chord bearing of N 58°32'39" E, a clockwise direction, a chord distance of 107.48 feet and a radius of 102.98 feet); thence N 90°00'00" E a distance of 40.02 feet to the West Right of Way of Hughes Road (60' ROW) and end of said easement.

I FURTHER STATE, THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT INSTITUTE FLOOD INSURANCE RATE MAP(S) (FIRM), AND FOUND THE ABOVE DESCRIBED PROJECT WITHIN THE FLOODWAY AREAS OF ZONE "X" AS DEPICTED ON FIRM PANEL NO. 0111 BEARING AN EFFECTIVE DATE OF SEPTEMBER 29, 2006.

Robert F. Weimorts, Jr.
Robert F. Weimorts, Jr., P.L.S.
AL Reg # 23008



SCALE IN FEET
1" = 400'

PROJECT