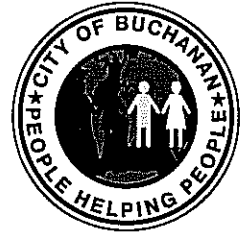


GEORGIA,
HARALSON COUNTY.



ANNEXATION AGREEMENT

THIS AGREEMENT, is made and entered into on this the ___ day of _____, 2006
by and between _____, as owner, _____, hereinafter
sometimes referred to as "Developer", and the **City of Buchanan**, a municipal corporation of
Haralson County, Georgia, hereinafter sometimes referred to as "the City".

W I T N E S S E T H:

WHEREAS, the Owner has requested that the City of Buchanan provide certain services
to owner's property which lies outside the present corporate limits of the City of Buchanan, and

WHEREAS, the City is not willing to provide these services at Owner's request without
this agreement concerning the potential future annexation of Owner's property to the corporate
limits of the City of Buchanan;

NOW, THEREFORE, for and consideration of the mutual promises and benefits
flowing between these parties, they do agree as follows:

1.

Owner warrants and represents that Owner has full, fee simple, marketable title to the real
property attached hereto as Exhibit "A" and has the authority to execute this agreement. Owner
further warrants and represents that by the execution of this Agreement, it binds the Owner and
the real property to the terms hereof and Owner will comply with all of the conditions and
requirements of this Agreement.

2.

Owner acknowledges that the property presently lies outside of the corporate limits of the City of Buchanan. Owner has voluntarily requested that the City of Buchanan supply certain municipal services to Owner, which may include either water, sewer, police protection, fire protection, zoning protection, or other similar services. Since Owner's property is not within the present corporate limits of Buchanan, these services could not be provided to owner without the consent and approval of the Buchanan City Council. As an inducement to the City to provide these services, and as a condition precedent to the actual completion of work necessary to provide these services to Owner, Owner agrees to annex the real property described in Exhibit "A" to the corporate limits of the City of Buchanan.

3.

Owner's annexation is to be accomplished when it is legally appropriate by the City, based upon the Developer's application for annexation. It is understood and agreed that due to changes in the corporate limits of the City of Buchanan, and laws governing annexation and rezoning.

4.

Owner warrants and represents, as conditions precedent and as inducements for the City of Buchanan to provide Owner municipal services, that:

- (a) This Agreement shall constitute a continuing written request of Owner to annex Owner's property to the corporate limits of the City of Buchanan; and
- (b) No further action shall be required of Owner, Owner's successors or assigns, in order for the property described in Exhibit "A" to be annexed, when authorized by applicable law, to

the corporate limits of Buchanan; and

(c) Owner shall execute a memorandum of this Agreement, attached hereto as Exhibit "B", which may be recorded upon the deed records of Haralson County, Georgia indicating Owner's consent and permission to annex the real property described in Exhibit "A" to the corporate limits of the City of Buchanan; and

(d) Owner understands and agrees that this annexation requirement shall be binding upon Owner, her heirs, Executors, successors in title and assigns, without further action on behalf of any such parties to complete the annexation, as this document shall constitute a continuing written request for annexation; and

(e) Owner, owner's heirs and assigns shall notify anyone who acquires any type of ownership interest in the real property that it is subject to this agreement of annexation with the City of Buchanan. Said notice shall be accomplished in writing and a copy of said notice shall be given to the City Clerk of the City of Buchanan, so that accurate records concerning ownership of this property may be maintained by the City; and

(f) Owner further understands and agrees that if there are any costs associated with this annexation, which are normally paid by parties requesting annexation to the corporate limits of Buchanan, such applicable costs shall be paid by Owner, owner's successors, agents and assigns.

(g) Owner affirms that all development projects and improvements to the property will be accomplished in accordance with the provisions of the City of Buchanan Development Regulations dated January 13, 1998 and subsequent amendments or changes thereto; together with all other applicable state, federal and/or local laws and ordinances.

5.

The property being annexed, described in Exhibit "A" consists of approximately 94 acre tracts which developer proposes to improve. Developer has requested, and this annexation shall be accomplished as a PUD – II. As such, Developer has submitted a preliminary plan for an area of development of a portion of the 94 acre tract, which area of development is depicted on Exhibit "C" and legally described on Exhibit "D", attached hereto and made a part hereof by reference. As to this portion of the property, at the end of the annexation process, **all of the area depicted on Exhibit "C" and described by Exhibit "D" shall become a permanent part of the corporate limits of the City of Buchanan.**

6.

The Developer has presented a contingency plan for the potential development of the remaining tract (Tract II for purposes of this Agreement) of the property. However, as of the effective date of this annexation agreement, there has been no final decision by Developer to purchase this second area of property and the nature and extent of the actual development of the area. Since Developer does not have to purchase Tract II until some time **after** the completion of the annexation process, owner desires that Tract II could be de-annexed, if not developed, during 2006.

7.

All the parties have therefore agreed, after the initial public hearing on this annexation and owner's request, that the Tract II area described by Exhibits "D and and depicted on Exhibit "E", are conditionally annexed into the corporate limits of the City of Buchanan for the year 2006. Should developer not exercise its option to purchase Tract II, and therefore should the

property not be subject to development in 2006, owner may request in writing prior to the December 31, 2006 meeting of the City of Buchanan, (which should be held according to the regular schedule of meetings on December 12, 2006) that Tract II of owner's property be de-annexed from the corporate limits of the City of Buchanan. Should this written request be received by the City, the City by this Agreement, shall be bound to de-annex this property from the corporate limits of the City of Buchanan. Should owner **not** request de-annexation in writing prior to the December, 2006, then the property shall remain in the corporate limits of the City of Buchanan on and after the year 2006.

8.

Developer understands and agrees that the approval of this annexation is subject to its further presentation of plan of development for any portion of the property it desires to develop pursuant to applicable commercial planned unit development regulations and ordinances of the City of Buchanan. (PUD – II)

9.

This Agreement contains the entire understanding of the parties hereto. Since this agreement concerns real estate, it is therefore binding upon the parties, their successors and assigns and shall be construed as a covenant running with the land, affecting Owner's property. No modification in the terms and conditions of this Agreement shall be accomplished except in writing attached hereto, and said written modification must be recorded upon the deed records of Haralson County, Georgia.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and affixed their seals on the day and year first above written. Approved by appropriate action of the City Council

of the City of Buchanan, at a regular meeting thereof, duly called and held with this instrument being executed by the proper authorized representatives of this municipality.

Signed, sealed and delivered
in the presence of as to Owner

Owner

WITNESS

NOTARY PUBLIC

_____ DEVELOPMENT, INC.

BY: _____
President

ATTEST: _____

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

CITY OF BUCHANAN

BY: _____

ATTEST: _____

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY TO BE ANNEXED

EXHIBIT "B"

MEMORANDUM OF PROPERTY AGREEMENT

GEORGIA,
HARALSON COUNTY

THIS MEMORANDUM, is made and entered into on this the ___ day of _____, 2006 by and between _____, as owner, _____, hereinafter sometimes referred to as "Developer", and the **City of Buchanan**, a municipal corporation of Haralson County, Georgia, hereinafter sometimes referred to as "the City".

Based upon an agreement of annexation as between these parties, and the mutual benefits flowing between the party, they do agree as follows:

1.

These parties have executed an agreement concerning annexation of Owner's property to the corporate limits of the City of Buchanan. The property affected by this annexation is attached hereto as Exhibit "A" and made a part hereof. The terms and provisions of the Agreement are incorporated herein by reference, and are on file for public inspection, at the office of the City of Clerk of the City of Buchanan, Georgia.

2.

It is the purpose and intent of this instrument, recorded upon the deed records of Haralson County, Georgia, to indicate that the real property described by the attachment is subject to said agreement for possible annexation to the corporate limits of the City of Buchanan, as said annexation may occur pursuant to the appropriate provisions of Georgia law.

3.

Notice is also hereby given that this annexation potentially allows for a portion of the property described in Exhibit "A" (Tract II) to be de-annexed from the corporate limits of the City of Buchanan during calendar year 2006 and before the December 2006 meeting of the City of

Buchanan. Also, the developer, having an option to purchase the property described in Exhibit "A" shall be bound by all terms, provisions, and conditions of the annexation agreement and all applicable ordinances of the City of Buchanan concerning the potential development of the property described in Exhibit "A" and made a part hereof . The developer has executed this agreement evidencing its consent to said provisions.

IN WITNESSES WHEREOF, the parties are hereunto affixed their hands and seals all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

OWNER

DEVELOPMENT, INC.

BY: _____

ATTEST: _____

CITY OF BUCHANAN

BY: _____

ATTEST: _____

EXHIBIT "C"

Plat of property to be annexed to the corporate limits of the City of Buchanan.

EXHIBIT "D"

Legal description of Tract II.

EXHIBIT "E"

Plat of Tract II.