

WARRANTY DEED

**ORANGE GROVE UTILITIES, INC.,
GRANTOR**

TO

**DONALD E. THERIOT,
GRANTEE**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, **Orange Grove Utilities, Inc.**, a Mississippi corporation, does hereby sell, convey, and warrant unto **Donald E. Theriot**, an individual of the full age of majority ("Grantee"), an undivided fifty percent (50.00%) interest, the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit (the "Property"):

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, FOR PROPERTY DESCRIPTION

The warranty in this Deed is subject to the restrictions, covenants, rights of way and easements for public roads and public utilities set forth on Exhibit B, attached hereto and incorporated herein by reference, and to all building, zoning, subdivision and health department ordinances and regulations in effect in the City of Southaven and DeSoto County, Mississippi.

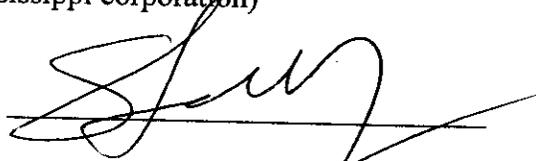
IT IS AGREED and understood that the 2007 City of Southaven and 2007 DeSoto County taxes have not been prorated between Grantor and Grantee as Brinker Mississippi, Inc., the tenant occupying the Property, is responsible for payment of the foregoing taxes. Possession is to be given with delivery of this Deed.

Donald Theriot
Ad ex

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WITNESS the signature of the Grantor this the 21st day of December, 2007.

ORANGE GROVE UTILITIES, INC.
(a Mississippi corporation)

By: 

Name: Steven H. Day

Title: Vice-President

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of December, 2007, within my jurisdiction, the within named Steven H. Day, who acknowledged that he is the Vice-President of Orange Grove Utilities, Inc., and that for and on behalf of the said Orange Grove Utilities, Inc., and as its act and deed, he signed, delivered and executed the above and foregoing instrument, after first having been duly authorized by the said Orange Grove Utilities, Inc. to do so.

Pamela S. Bruhnke
Notary Public

My Commission Expires:
Feb 8, 2011



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Grantor's Address:

Orange Grove Utilities, Inc.
110 South Wilson Blvd.
Gulfport, MS 39503
(228) 831-9289

Grantee's Addresses:

Donald E. Theriot
22990 Arcadia Road
Pass Christian, MS 39571
(504) 610-5328

Return To:

D. Erin Thomas, Paralegal
BORDELON & THERIOT
60355 Jacob Rd.
Slidell, LA 70461
(504) 810-9400

A handwritten signature in black ink, appearing to be 'SAD', is located at the bottom right of the page.

EXHIBIT A

Lot 7N of the Final Plat, Second Revision to Lot 7G of the Sixth Revision to Section "B", Briargate Commercial Subdivision, recorded in Plat Book 96, Page 46, in the Chancery Court Clerk's Office of DeSoto County, Mississippi.

Indexing: Located in Section 31, Township 1 South, Range 7 West,
DeSoto County, Mississippi

Tax Parcel # 10793108.0-00007.11

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EXHIBIT B

1. City of Southaven and DeSoto County taxes for the year 2007, not yet due and payable, which the Grantee assumes and agrees to pay a fifty (50%) prorate portion.
2. Subdivision restrictions, building lines and easements of record in Plat Book 92, Page 2 and Plat Book 96, Page 46 in the Chancery Court Clerk's Office of DeSoto County, Mississippi.
3. Building Lines, Utility Easements and Notes as shown on Final Plat, Fifth Revision to Section "B" Briargate Commercial Subdivision of record in Plat Book 78, Pages 2-3, and Final Plat, Sixth Revision to Section "B", Briargate Commercial Subdivision, of record in Plat Book 85, Page 15, in the Chancery Court Clerk's Office of DeSoto County, Mississippi (Note: Prior Revisions to said Final Plat, Fifth Revision, were superseded).
4. Right-of-Way Instrument (Entergy Mississippi, Inc.) of record in Deed Book 373, Page 784 in the aforesaid Clerk's Office.
5. Drainage Easements reserved pursuant to the Second Amendment to Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Goodman Road Business Park (AKA Briargate Commercial Subdivision) and Reservation of Drainage Easements of record in Book 495, Page 411, as re-recorded in Book 496, Page 406, in the aforesaid Clerk's Office.
6. Matters shown on that certain ALTA/ACSM Boundary Survey dated February 21, 2005 and revised March 24, 2005 by Jones-Davis & Associates, Inc.
7. Restrictive Covenant of record in Book 499, Page 534 in the aforesaid Clerk's Office.
8. Right-of-Way Instrument (Entergy Mississippi, Inc.) of record in Book 545, Page 565 in the aforesaid Clerk's Office.
9. Terms, restrictions, covenants and easements contained in the Memorandum of Lease of record in Book 114, Page 545 in the aforesaid Clerk's Office, as amended by the First Amendment to Memorandum of Lease of record in the aforesaid Clerk's Office.

