

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2013
by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to
as the "Board" and SCI FUNERAL SERVICES OF FLORIDA, INC., P O Box 130548, Houston,
TX 77219-0548, or 1929 Allen Parkway, Houston, TX 77019, herein referred to as "SCI,"

WHEREAS, the Board is the owner of real property herein referred to as the "V-6 Site"
located in Largo, Florida, as described in the attached Exhibit "A"; and

WHEREAS, SCI owns and operates Serenity Gardens Memorial Park, "Serenity
Gardens," 13401 Indian Rocks Road, Largo, Florida; and

WHEREAS, SCI desires temporary ingress and egress to Serenity Gardens through a
portion of the V-6 Site, as denoted on Exhibit "B", for the purpose of vehicular access; and

WHEREAS, the Board and SCI are willing to cooperate in this matter under certain
conditions and provisions;

NOW, THEREFORE, in consideration of the covenants herein contained, and other
good and valuable consideration, the Board will permit SCI access for temporary ingress and
egress across a portion of the V-6 Site according to the terms, conditions and covenants herein
contained. The parties hereto further covenant and agree as follows:

1. **Term of Agreement:** The term of the Agreement will be for a period of ten (10) years
beginning February 27, 2013 and ending February 26, 2023.
2. **Grant of Access:** The Board permits SCI temporary ingress and egress across a portion
of the V-6 Site for maintenance, construction and delivery vehicle ingress and egress, at the
location as shown on Exhibit "B." It is understood by the parties that this grant will also apply to
emergency vehicle access.

3. **Mowing of V-6 Site:** SCI will mow a portion of the V-6 Site not less than twice nor more than four times during each year of this Agreement, on that portion of the V-6 site and per a mowing schedule as agreed to by the Board's Maintenance Department Manager of Facility Services and the General Manager for Serenity Gardens, or their designees.
4. **Improvements to Access Road:** SCI will be permitted to make improvements to the access road as shown on Exhibit "B" only after plans for said improvements have been approved by the Board's Real Estate Department. SCI will also be permitted to dredge the creek in the area of the access road when needed.
5. **Hold Harmless:** SCI shall save harmless and indemnify the Board, its officers, agents and employees, on account of the negligent acts of SCI's employees, agents, volunteers, invitees, oversees, licensees, or participants or on account of any unsafe conditions that may exist as a result of the negligent operation of the subject facilities. SCI agrees to be responsible for the safety of their own employees, agents, volunteers, invitees, oversees, licensees, or participants in their respective programs in cases of accidental injury, except as noted above. The Board will be responsible for its own negligence in connection with its ownership and use of the subject property, subject to the limitation and defenses provided by Section 768.28, F.S.
6. **Proof of Insurance/Required Limits of Liability:** SCI will provide the Board a certificate of insurance evidencing comprehensive general liability insurance in the minimum amount of \$1,000,000 for the duration of this Agreement. The Board will be listed as additional insured on the certificate and the Board's Real Estate Department will be listed as certificate holder on said certificate. Failure to provide proof of insurance may result in the immediate termination of this Agreement without prior notice. The Board will provide to SCI, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

7. **Termination of Lease:** This Agreement will remain in effect unless terminated by either party as follows:

- a. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then the Agreement will terminate ten (10) days from receipt of the written notice;
- b. Either party may terminate this Agreement, without cause, by giving written notice to the other party that the Agreement will terminate 180 days from the receipt of said notice by the other party.

8. **Assignment:** This Agreement may not be assigned by SCI without the written permission of the Board's Superintendent of Schools, or the Superintendent's designee.

9. **No Improper Use:** SCI agrees to make no unlawful, improper, or offensive use of the V-6 Site. SCI will not use or permit the V-6 Site to be used for any purpose other than temporary ingress and egress for construction, maintenance and delivery vehicles of SCI, or its contractors. SCI will not use or permit any usage that results in a material alteration of the V-6 Site real property without the written consent of the Board's Real Estate Department. SCI will not perform any act that may be prohibited under standard forms of liability or fire insurance policies, nor use the real property for any such purposes prohibited therein. In addition, no use will be made that will result in: 1) waste on the real property; or 2) damage to the real property; 3) a public or private nuisance or any other act that may disturb the quiet enjoyment of others.

10. **Unforeseen Questions:** Unforeseen questions will be decided by SCI's Vice President of the Real Estate Department or the Vice President's designee and the Board's Superintendent

of Schools, or the Superintendent's designee.

11. **Possession of Property:** SCI will keep said gate locked at all times, except to permit access for its vehicles. In no case will SCI permit the gate to be open prior to 6:00 a.m. or after 6:00 p.m., except that earlier or later times for Easter, Memorial Day or Christmas services; or on other days specifically requested by SCI and agreed to by the Board's Real Estate Department. SCI will be responsible for the removal of illegal dumping that may occur on the property as the result of SCI's failure to properly secure the ingress/egress gate when said gate is not being used. The Board will be permitted access to its real property at any time during the term of this lease.

12. **Notices:** All written notices to SCI and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, certified mail, return receipt requested, postage paid, to the addresses as follows:

For Board:
School Board of Pinellas County, FL
Attn: Real Estate Department
11111 S. Belcher Road
Largo, Florida 33773

For SCI:
Vice President
Real Estate Department
SCI Management Corporation
P O Box 130548
Houston, TX 77219-0548

Copy to:
Serenity Gardens Memorial Park
13401 Indian Rocks Road
Largo, FL 33370

13. **Headings:** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

WITNESS our hands and seals this _____ day of _____, 2013.

Signed, sealed and delivered in the presence of:

**SCI FUNERAL SERVICES OF
FLORIDA, INC.**

**SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

Representative

Chairperson

Attest

Superintendent

Approved as to Form



School Board Attorney

EXHIBIT "A" - LEGAL DESCRIPTION

PROPERTY LOCATION

Along the north side of Wilcox Road, approximately 617 feet west of Vonn Road, Largo, Florida.

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 15 EAST OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NW. 1/4 OF THE NW. 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 00.05'01" EAST ALONG A LINE COMMON TO SECTIONS 7 AND 8, 33.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89.21'55" EAST 944.83 FEET TO THE POINT, OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE SOUTH 89.21'55" EAST 1060.21 FEET; THENCE NORTH 00.13'58" EAST 627.28 FEET; THENCE SOUTH 89.19'47" EAST, 52.84 FEET; THENCE NORTH 00.14'44" EAST, 330.14 FEET; THENCE NORTH 89.18'45" WEST, 275.35 FEET; THENCE NORTH 00.14'42" EAST, 330.40 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 8; THENCE ALONG SAID SECTION 10N LINE NORTH 89.17'11" WEST, 839.54 FEET; THENCE SOUTH 00.01'25" EAST, 1289.25 FEET TO THE POINT OF BEGINNING, LESS THAT PART SOLD TO PINELLAS COUNTY FOR RIGHT OF WAY IN OFFICIAL RECORD BOOK 6891, PAGE 1255, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT B

SOUTHWEST PORTION OF PARCEL
OWNED BY PINELLAS COUNTY SCHOOL BOARD
(see Exhibit "A" for legal description)

