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This instrument was prepared by
~~and should be returned to:~~
S. Katherine Frazier., Esq.
Hill, Ward & Henderson, P.A.
Bank of America Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

Rcpt: 873140 / Rec: 86.50
DS: 0.70 DT: 0.00
04/11/05 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
04/11/05 03:03pm 1 of 10
OR BK 6316 PG 888

Record & Return to:
LandAmerica - Brigitte Sawicki
1302 N. 19th Street, Suite 200
Tampa, FL 33605
File # T-043055

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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this 22 day of March, 2005, by and between TAMPA RESIDENTIAL, LLC, a Florida limited liability company ("**Tampa Residential**"), whose address is 7303 Nebraska Avenue, Tampa, Florida 33604 and SCI FUNERAL SERVICES OF FLORIDA, INC., a Florida corporation ("**SCI**"), whose address is 1929 Allen Parkway, Houston, Texas 77019.

WITNESSETH

WHEREAS, SCI, as seller, and Tampa Residential, as buyer, entered into an Earnest Money Contract, effective September 14, 2004 (the "**Contract**"), as subsequently amended, for the purchase and sale of that certain real property located in Pasco County, Florida, containing approximately 6.20 acres, more or less, more particularly described on Exhibit A attached hereto and made a part of (the "**Tampa Residential Parcel**"); and

WHEREAS, SCI is the owner in fee simple of approximately 40.87 acres, more or less, of the real property located in Pasco County, Florida, situated north and east contiguous with the Tampa Residential Parcel, more particularly described on Exhibit B attached hereto and made a part of (the "**SCI Parcel**"); and

WHEREAS, Tampa Residential has agreed to grant to SCI, and its successors and assigns, a perpetual, non-exclusive easement for ingress and egress and for utilities purposes over, under, upon and through a certain portion of the Tampa Residential Parcel as more particularly described on Exhibit C for the benefit of the SCI Parcel in order to utilize an irrigation well located on the SCI Parcel (the "**Irrigation Well**") in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), for the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tampa Residential and SCI hereby expressly agree as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.

2. Grant of Access and Utilities Easement. Tampa Residential hereby grants and conveys to SCI, and its successors and assigns, for the benefit of the SCI Parcel, a perpetual, non-exclusive easement over, under, upon and through those certain portions of the Tampa Residential Parcel more particularly described on Exhibit C attached hereto and incorporated by reference herein (the "**Access and Utilities Easement**") for the purposes of (i) **ingress and egress** to and from the **Irrigation Well** and over and across the Tampa Residential Parcel; (ii) installation, maintenance and repair of the Irrigation Well; and (iii) installation, maintenance and repair of **underground utilities** and such underground improvements, including utilities lines, as may be necessary or required to be located thereon (the "**Utilities Improvements**"). Tampa Residential acknowledges and agrees that it **shall not construct, or permit to be constructed, any improvements on the Access and Utilities Easement other than landscaping and paving** (the "**Permitted Improvements**"). SCI acknowledges that any utilities lines located within the Access and Utilities Easement shall be a minimum of thirty-six (36) inches in depth.

3. Maintenance and Repair. Tampa Residential shall maintain, at its sole cost and expense, the Access and Utilities Easement, together with all Permitted Improvements located thereon (specifically excluding the Utilities Improvements), in good condition, repair and working order and clear and free of rubbish and other hazards to persons using the Access and Utilities Easement. SCI shall maintain and repair the Utilities Improvements located within the Access and Utilities Easement, at its sole cost and expense, in good condition, repair and working order. To the extent SCI is required to perform any repair or maintenance to the Utilities Improvements which repair or maintenance damages in any way the Permitted Improvements, SCI agrees to restore such Permitted Improvements to a good and working order condition, casualty and wear and tear excepted.

4. Real Estate Taxes and Assessments. Each of Tampa Residential and SCI, at its sole cost and expense, and without contribution from the owner of the other Parcel, shall timely pay all real estate taxes or assessments which may be imposed upon the Tampa Residential Parcel or the SCI Parcel, respectively. In the event that either of Tampa Residential or SCI should fail to pay such taxes on a timely basis, then the owner of such other Parcel may, at its option, elect to advance such funds for the payment of any such delinquent taxes, in which event any such advance shall bear interest at the default rate of ten percent (10%) and shall be secured by lien on the Tampa Residential Parcel or the SCI Parcel, as applicable, which lien shall be effective upon the recording of a notice hereof in the Public Records of Pasco County, Florida. Any lien so created shall be subordinate to any institutional mortgages now or hereafter affecting the SCI Parcel or the Tampa Residential Parcel, as applicable.

5. Covenants Running with the Land. The provisions of this Agreement shall be deemed covenants running with the land. Upon a sale, transfer or conveyance of the Tampa Residential Parcel or the SCI Parcel, the terms Tampa Residential and SCI, as used herein, shall refer to any successor owner for so long as such successor is in title with regard to the Tampa Residential Parcel or the SCI Parcel, as appropriate. It is the intent of the foregoing sentence that each owner of the Tampa Residential Parcel and the SCI Parcel shall only have responsibility

and liability for the covenants and obligations hereunder for that period of time during which such owner owns the Tampa Residential Parcel or the SCI Parcel, as appropriate.

6. Estoppel Certificates. Upon written request of the owner of either the Tampa Residential Parcel or the SCI Parcel, the then owner of the other Parcel or any portion thereof, shall execute and deliver, promptly after receipt of such requested certificate certifying that there are no known defaults on the part of the requesting party, or, if there are such defaults specifying the particulars of such defaults and the action required to remedy the same, and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement or if there are, specifying the particulars of such setoffs or defenses.

7. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (ii) one (1) business day after having been deposited with an expedited, overnight courier service (such as, by way of example, but not limitation, by U.S. Express Mail, Federal Express or Purolator), addressed to the party to whom notice is intended to be given at the address set forth below:

To SCI: SCI Funeral Services of Florida, Inc.
1929 Allen Parkway
Houston, Texas 77019
Attn: David A. Wilkens, CCIM
Facsimile: (713) 525-5220

With a copy to: Keith Gruendl
2550 Highlands Boulevard
Palm Harbor, Florida 34684
Facsimile: (727) 784-0260

Meadowlawn Memorial Gardens
4244 Madison Street
New Port Richey, Florida 34652
Attn: Tony Arboritanza
Facsimile:

Service Corporation International
Attn: Steve Webster
1929 Allen Parkway
Houston, Texas 77019

Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Suite 3700
Tampa, Florida 33602
Attn: S. Katherine Frazier, Esq.
Facsimile: (813) 221-2900

To Tampa Residential: Tampa Residential, LLC
7303 Nebraska Avenue
Tampa, Florida 33604
Attn: Robert K. Brozey, Managing Partner
Facsimile: (813) 885-5718

With a copy to: Aventa Real Estate Services, LLC
23738 Peace Pipe Court
Lutz, Florida 33559
Attn: Carlos A. Fuentes, CCIM, CIPS, EMS
Facsimile: (813) 948-0535

Fuentes & Kreischer
1407 West Busch Boulevard
Tampa, Florida 33612
Attn: Lawrence E. Fuentes
Facsimile: (813) 933-9203

8. Third Party Rights. This Agreement and all of its terms, covenants, conditions and provisions are solely for the benefit of the Tampa Residential Parcel and the SCI Parcel, respectively, and the respective owners, their mortgagees, successors and assigns thereof. No third party will have any rights, privileges or other beneficial interest herein or hereunder.

9. Modification. The parties and their successors in title shall have the right to amend or modify this Agreement by instrument in writing recorded in the Public Records of Pasco County, Florida, executed by the fee simple owners of the Tampa Residential Parcel, the SCI Parcel and their respective mortgagees, if any.

10. Attorneys' Fees. In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including all such attorneys' fees and costs which may be incurred in any trial, appellate or bankruptcy proceedings.

11. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may

be detached from the counterparts and attached to a single copy of this document to physically form one document.

13. Time is of the Essence. Time shall be of the essence as to all covenants, terms and conditions in this Agreement.

14. No Waiver. The right of the parties under the foregoing shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

TAMPA RESIDENTIAL, LLC,
a Florida limited liability company

Christine Luce
Name: CHRISTINE LUCE
(Type or Print Name)

By: [Signature]
Robert K. Brozey, Managing Member

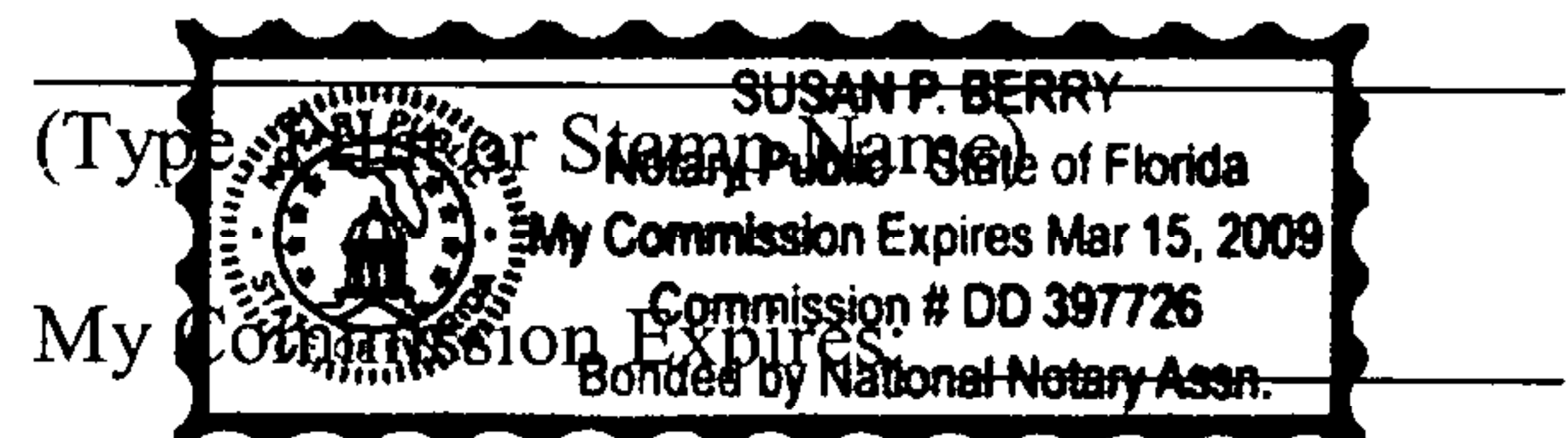
Susan Berry
Name: SUSAN BERRY
(Type or Print Name)

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22 day of March, 2005, by Robert K. Brozey, as Managing Member of TAMPA RESIDENTIAL, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced Driver's License as identification.

Susan P. Berry
Notary Public



Rex Rogers
Name: Rex Rogers
(Type or Print Name)

David A. Wilkens
Name: David A. Wilkens
(Type or Print Name)

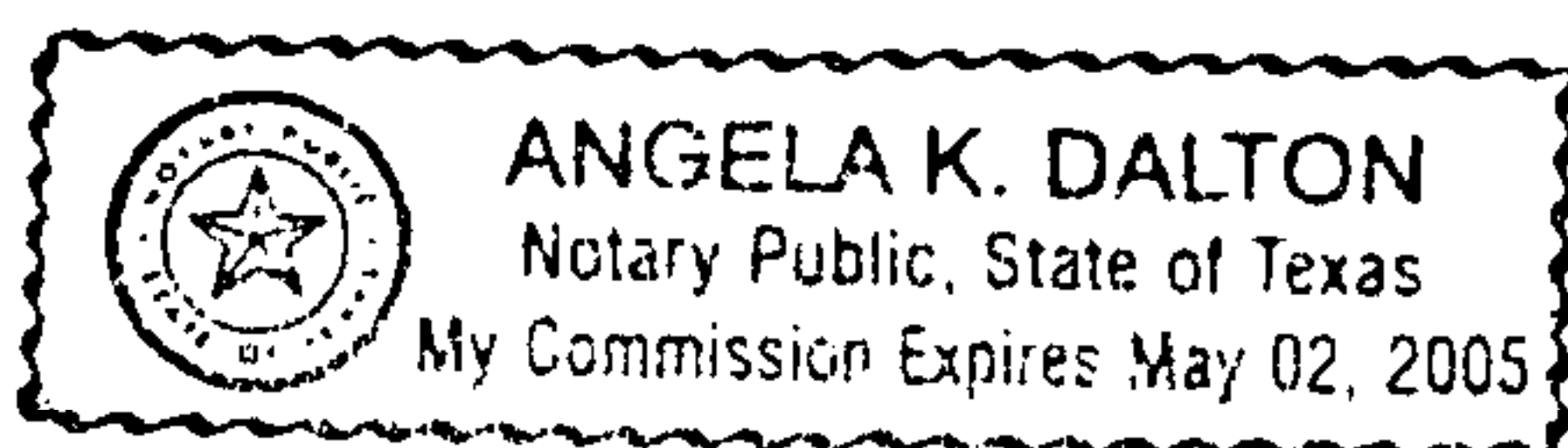
SCI FUNERAL SERVICES OF FLORIDA, INC.,
a Florida corporation

By: *[Signature]*
Michael L. Decell, Vice President *dmw*

STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 21st day of March, 2005, by Michael L. Decell, as Vice President of SCI FUNERAL SERVICES OF FLORIDA, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.



Angela K. Dalton
Notary Public

Angela K. Dalton
(Type, Print or Stamp Name)

My Commission Expires: *May 2, 2005*

EXHIBIT A

Tampa Residential Parcel

The North 266.35 feet of South 291.35 feet of the West 1075 feet of Tract 61 in Section 16, Township 26 South, Range 16 East, Tampa-Tarpon Springs Land Company, according to the map or plat thereof as recorded in Plat Book 1, Pages 68-70, inclusive, of the Public Records of Pasco County, Florida; LESS AND EXCEPT right-of-way for Madison Avenue; ALSO LESS the North 54.88 feet of the South 79.88 feet of the East 25.50 feet of the West 611.57 feet and the North 33.05 feet of the South 291.35 feet of the East 212.00 feet of the West 876.00 feet of said Tract 61.

EXHIBIT B**SCI Parcel**

Tracts 53, 54, 55, 56 and 61, Section 16, Township 26 south, Range 16 East; said tracts being numbered and designated in accordance with the Tampa-Tarpon Springs Land Company Plat recorded in Plat Book 1, Pages 68, 69 and 70, of the Public Records of Pasco County, Florida, LESS AND EXCEPT rights-of-way for Trouble Creek Road (S-518), recorded in Official Records Book 44, Page 269 and Madison Avenue, recorded in Official Records Book 1095, Page 1818 and Official Records Book 1095, Page 1820, of the Public Records of Pasco County, Florida.

LESS EXCEPT:

The North 266.35 feet of South 291.35 feet of the West 1075 feet of Tract 61 in Section 16, Township 26 South, Range 16 East, Tampa-Tarpon Springs Land Company, according to the map or plat thereof as recorded in Plat Book 1, Pages 68-70, inclusive, of the Public Records of Pasco County, Florida; LESS AND EXCEPT right-of-way for Madison Avenue; ALSO LESS the North 54.88 feet of the South 79.88 feet of the East 25.50 feet of the West 611.57 feet and the North 33.05 feet of the South 291.35 feet of the East 212.00 feet of the West 876.00 feet of said Tract 61.

EXHIBIT C

Access and Utilities Easement

The North 266.35 feet of South 291.35 feet of the West 1075 feet of Tract 61 in Section 16, Township 26 South, Range 16 East, Tampa-Tarpon Springs Land Company, according to the map or plat thereof as recorded in Plat Book 1, Pages 68-70, inclusive, of the Public Records of Pasco County, Florida; LESS AND EXCEPT right-of-way for Madison Avenue; ALSO LESS the North 54.88 feet of the South 79.88 feet of the East 25.50 feet of the West 611.57 feet and the North 33.05 feet of the South 291.35 feet of the East 212.00 feet of the West 876.00 feet of said Tract 61.

Subject to a 10 foot utility easement, center line of said easement being more particularly described as follows: Commence at the Northwest corner of aforementioned described property, S. 89°39'13" E., along the North boundary of the South 291.35 feet of Tract 61 a distance of 618.07 feet; thence S. 03°43'00" E., along said center line of said easement a distance of 53.36 feet; thence S. 07°25'09" E., a distance of 57.07 feet; thence S. 22°45'37" W., a distance of 127.91 feet to a point of termination on the East boundary of the North 54.88 feet of the South 79.88 feet of the East 25.50 feet of the West 611.57 feet of said Tract 61.