

# ROCK SPRINGS ESTATES

P.O. Box 713 FENTON, MO 63026-0713  
PHONE (314) 842-8181 FAX (314) 842-8182

## Relocation Package

Whereas, Rock Springs, L.L.C. (“Landlord”) is a limited liability company existing and organized in accordance with the State of Illinois:

Whereas, Landlord owns and operates a certain mobile home park located in the City of O’Fallon, Illinois (“City”), said park being known as Rock Springs Estates (“Premises”);

Whereas, Landlord’s business operations consists of, among other things, leasing lots and pads on the Premises to certain owner(s) of individually owned mobile homes (“Unit” and collectively “Units”) said Unit being utilized for residential purposes (“Tenant” and collectively “Tenants”);

Whereas, Landlord has filed certain applications with the City affecting the Premises which, among other things, requests re-zoning of the Premises, site plan approval, comprehensive plan changes and related approvals;

Whereas Landlord desires and intends to enter into an agreement for the benefit of certain qualified Tenants, as further defined herein, (“Beneficiary” and collectively “Beneficiaries”) to provide to Beneficiary certain assistance and benefits in relocating their Unit from the Premises in the event the Premises are closed by Landlord (“Relocation Package”);

Whereas, this Relocation Package shall not be construed or interpreted by any Tenant, Beneficiary, City, or any other party, as an admission of liability on the part of Landlord.

Now, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties do hereby agree and covenant as follows:

1. The term “Beneficiary” shall mean any Tenant who meets both of the following criteria: a) is an owner of record of a Unit on the Premises on December 15, 2008 AND b) is an owner of record of a unit on the Premises on the date the Relocation Notice (as defined herein) is provided to Tenants. Beneficiary further means all of the owner(s) of any Unit irrespective of the number of actual owners(s) of that Unit such that there shall be only one (1) Beneficiary per Unit for the purposes of the benefits provided herein.



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2. The term “Relocation Notice” shall mean notice provided by Landlord to Tenants Pursuant to 765 ILCS 745/8.5, The forgoing notwithstanding, Landlord shall provide Tenants at least 12 months notice prior to ceasing operation of the mobile home park. If 12 months or more remain on any Tenant’s lease at the time of Relocation Notice, that Tenant shall be entitled to the balance that Tenant’s lease term. Provided however, that after Landlord provides the Relocation Notice, any Beneficiary may elect to accept the Relocation Package as set forth herein, and may, upon 30 days notice, terminate its existing lease without further obligation for rent incurred under that lease after the date of termination.

3. Subject to the terms and conditions set forth herein, Landlord hereby agrees to make available the following Relocation Package which consists of the following three options and Beneficiary shall elect one of the three options after the Relocation Notice is provided by Landlord:

a. Option 1 –For each Beneficiary who owns a single wide Unit which can be relocated in a reasonable and workmanlike manner, Landlord will pay the necessary expenses for the cost of physically relocating the Unit owned by Beneficiary to a new community / location substantially similar to the type of community/location provided on the Premises. A list of the eligible expenses which can be submitted for reimbursement by Landlord is attached hereto as Exhibit A. Landlord and Beneficiary shall negotiate and cooperate in good faith to agree on the exact amount and timing of payment of the amount necessary to relocate the Unit. In the event that Beneficiary and Landlord cannot agree in writing on a resolution within 30 days after the Relocation Notice, Landlord shall be obligated to make unconditional payment to Beneficiary within 45 days as follows: (1) \$1000 to compensate for any and all cost and inconvenience not listed in Exhibit A, and (2) an additional payment of the greater of (a) \$5,000 or (b) the actual costs of relocation based on the average of two reputable bids obtained by Landlord and provided to Beneficiary, wherein Landlord’s obligation under this Relocation Package shall be satisfied.

b. Option 2. For each Beneficiary who owns a double wide Unit which can be relocated in a reasonable and workmanlike manner, Landlord will pay the necessary expenses for the cost of physically relocating the Unit owned by Beneficiary to a new community / location substantially similar to the type of community/location provided on the Premises. A list of the eligible expenses which can be submitted for reimbursement by Landlord is attached hereto as Exhibit A. Landlord and Beneficiary shall negotiate and cooperate in good faith to agree on the exact amount and timing of payment of the amount necessary to relocate the Unit.. In the event that Beneficiary and Landlord cannot agree in writing on a resolution within 30 days after the Relocation Notice, Landlord shall be obligated to make unconditional payment to Beneficiary within 45 days as follows: (1) \$1000 to compensate for any and all cost and inconvenience not listed in Exhibit A, and (2) an additional payment of the greater of (a) \$8,000 or (b) the actual costs of relocation based on the average of two reputable bids obtained by Landlord and provided to Beneficiary, wherein Landlord’s obligation under this Relocation Package shall be satisfied.



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c. Option 3 – For each Beneficiary who owns a Unit (whether single or double wide) which a) cannot be relocated in a reasonable and workmanlike manner as determined by any reputable moving company in the business of moving such Units or, b) which any Beneficiary, in its sole discretion, determines that it does not wish to relocate for any reason, Landlord shall within 45 days after request made by Beneficiary, pay Beneficiary as follows: (1) \$1000 to address costs and inconvenience not listed in Exhibit A and (2) an additional payment of \$5,000 for single wide, \$8,000 for double wide, upon receipt of a properly executed deed or other commercially reasonable document from Beneficiary which conveys to Landlord marketable title to and ownership of Beneficiary's Unit, wherein Landlord's obligation under this Relocation Package shall be satisfied. Beneficiary shall also relinquish possession of the Unit to Landlord at the time payment is made. Landlord will be responsible for all costs of removing from the premises said any Unit it purchases from any Beneficiary under this Option 3.

4. With regard to Option 1 or Option 2, if Beneficiary cannot pay any vendor prior to rendering services as identified on Exhibit A for which reimbursement could be sought, Beneficiary may request Landlord to make direct payment to a third party vendor. All contractors for which advance reimbursement is requested shall be licensed and approved by Landlord, in advance.

5. Any payments not made by Landlord hereunder within the time specified herein shall be increased by the amount of accrued interest at 1.5% per month. Landlord shall be responsible for payment of any attorney's fees incurred by any party to obtain from Landlord payments determined by a court to have been owed by Landlord and unpaid under this Relocation Package.

6. Landlord agrees that the Beneficiaries and the City have relied on this Relocation Package in its actions or forbearance of actions and that the commitments herein are legally binding and is in any event enforceable by the City and all Beneficiaries, whether signatories hereto or not, and the Landlord warrants and covenants that it shall not hereinafter assert any claim or defense to the contrary. This Relocation package shall run with the land and be binding on any subsequent owner of the Premises until satisfied and this document shall be recorded by Landlord as a binding covenant that may be removed only with the consent of the City, said consent not to be unreasonable withheld. A copy of the recorded instrument shall be filed with the City and available for public inspection.

7. This Relocation Package and covenants hereunder are contingent upon Landlord receiving any and all governmental approvals from the City necessary to obtain rezoning, site plan approval and all related items (including building permits) in substantial conformity with the applications of Landlord pending before the City.

8. This Relocation Package is specifically not applicable and available to any Tenant of Landlord who moves onto the Premises after December 15, 2008. Landlord agrees that prior to a



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new unqualified Tenant signing a lease, Landlord will provide written notice to that Tenant that the premises may be closed at some future date as a mobile home park pursuant to Illinois law and that no relocation benefits will be provided. Landlord will retain a signed acknowledgment by the new Tenant that such notice was provided or provide a copy of same to the City.

9. The rights of any Beneficiary under this Relocation Package may not be transferred or assigned. A Tenant shall not be required to relocate nor shall this Relocation Package be effective until Landlord shall have provided the Relocation Notice. At the time that Landlord has provided the Relocation Notice to any Tenant on the Premises, any other Beneficiary shall also be entitled to this Relocation Package based on that notice; provided that nothing in this paragraph shall alter the duty to provide separate notice to each Tenant.

10. Within 24 months prior to the issuance of the Relocation Notice, any Tenant for whom Landlord fails to renew a lease on the Premises for a reason other than non-payment of rent or non-compliance with Lease terms (where such violations were documented in writing to Tenant at the time and otherwise in compliance with the lease requirements) shall nevertheless be deemed to be a Beneficiary of this Relocation Package if that Tenant was a title owner of record of a Unit as of December 15, 2008. Landlord agrees that it shall not fail to renew any lease or impose any new lease conditions or terms on any Tenant prior to the issuance of the Relocation Notice where such action is intended to prevent the Tenant to be classified as a Beneficiary under the terms of this Relocation Package.

Please sign this letter below on the space reserved for your signature and include your address.

Cordially,

Rock Springs, L.L.C.

Accepted by:

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Address: \_\_\_\_\_ \



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## **Exhibit A**

### Pre-Home Relocation:

1. Removal of Skirting
2. Removal of Tiedowns
3. Removal of Blocks
4. Disconnection of Water Line
5. Disconnection of Sewer Line
6. Disconnection of AC Unit
7. Disconnection of Electric
8. Disconnection of Steps/Decks

### Relocation of Home:

1. Transport of Home (within a 50 mile radius of Rock Springs Estates)
2. Blocking/Leveling of Home
3. Home Tiedown
4. Connection of Water Line
5. Connection of Sewer Line
6. Connection of AC Unit
7. Connection of Electric (with a max. run of 50')
8. Reinstall of Skirting
9. Connection of Steps/Decks (must be in usable condition)



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