

**AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM**

This agreement is made on April 6th, 2006, by Ahmadiyya Movement
A Domestic Corporation, Under the laws of State of Illinois
In Islam, Inc., USA, whose address is 8218 Wyoming Street, Detroit, Michigan 48024

and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive,
Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Ahmadiyya Movement In
Islam, Inc., USA owns and occupies the property described in
attached Exhibit A; and

WHEREAS, Ahmadiyya Movement In
Islam, Inc., USA has Proposed, and the City has
approved, a storm water drainage and detention system (the system), which includes a detention
basin, for the property as described and depicted in The approved site plan/utility plan
attached as 'Exhibit B'; and

WHEREAS, the parties will benefit from the proper use and maintenance of the System and
desire to enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. **Use of the System:** Components of the System, including the detention basin, shall be
used solely for the purpose of detaining storm and surface water on the property until such time
as: (i) The City may determine and advise Ahmadiyya Movement In
Islam, Inc., USA, or its
successors, grantees or assigns, in writing that it is no longer necessary to use the detention basin
to detain storm or surface water; and (ii) An adequate alternative for draining storm and surface
water has been provided which is acceptable to the City and which includes the granting of such
easements to the City or third parties for the alternative drainage system as may be necessary.

2. **Maintenance:**

A. Ahmadiyya Movement In
Islam, Inc., USA shall be responsible for the proper maintenance, repair and
replacement of the System and any part thereof, including the detention basin.

B. Proper maintenance of the System shall include, but not limited to: (i) Keeping the
bottom of the detention basin free from silt and debris; (ii) Removing harmful algae; (iii) Maintaining
steel grating across the basin's inlets; (iv) Controlling the effects of erosion; and (v) Any other
maintenance that is reasonable and necessary in order to facilitate or accomplish the intended

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J. Staran
4-17-06

function and purpose of the System.

3. **Action by City:** In the event Ahmadiyya Movement In Islam, Inc., USA or its

successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Ahmadiyya Movement In Islam, Inc., USA or its successors, grantees or assigns, in writing, and the notice shall include a listing and description of maintenance deficiencies and a demand that they must be corrected within thirty (30) days. The notice shall further specify the date and place for a hearing to be held at least fourteen (14) days after the date of the notice before the City Council, or such other board or official to whom the City Council may delegate responsibility. At the hearing, the City Council (or other board or official) may endorse or modify the listing and description of deficiencies to be corrected and, for good cause, may extend the time within which the deficiencies must be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake and make the necessary corrections, and may maintain the System for a period not to exceed one (1) year. Such maintenance of the System by the City shall not be deemed a taking of the property, nor shall the City's actions be deemed to vest in the public any right to use the property. If the City determines maintenance of the system by the City should continue beyond one (1) year, the City shall hold, and provide advance written notice of, a further hearing at which Ahmadiyya Movement In Islam, Inc., USA or its successors, grantees or assigns, will not or cannot properly maintain the System, the City may continue to maintain the System for another year, and subject to a similar hearing and determination, in subsequent years.

In the event the City determines an emergency condition caused by or relating to the System threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter the property and undertake appropriate corrective action.

4. **Charges:** The City shall charge to the current owner of the property the cost of maintenance or other corrective action undertaken by the City in accordance with this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may assess the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

5. **Notice:** Any notices required under this agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To Ahmadiyya Movement In Islam, Inc., USA : 8218 Wyoming Street
Detroit, Michigan
48204

To the City: Clerk
City of Rochester Hills

1000 Rochester Hills Drive
Rochester Hills, MI 48309

6. **Successors and Assigns:** This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees and assigns. The rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the property.

7. **Recording of Agreement:** This agreement shall be recorded at the Oakland County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

WITNESSES:

Ahmadiyya Movement in Islam, Inc., USA

[Signature]
Name: Timothy J. Zawodny

By: [Signature]
Nasir Malik

Name: Michael Armbruster

Its: President

CITY OF ROCHESTER HILLS

Name: _____

By: Bryan K. Barnett, Mayor

Name: _____

By: Jane Leslie, Clerk

Name: _____

Name: _____

STATE OF MICHIGAN
COUNTY OF Wayne

This agreement was acknowledged before me on April 6th 2008, (2002), by Nasir Malik of Ahmadiyya Movement In Islam Inc, USA on behalf of the Corporation.

JOANNE M. NAPIERKOWSKI
Notary Public, Wayne County, MI
My Commission Expires 03-01-08

Joanne Napierkowski, notary public
Wayne County, Michigan
My commission expires: 3/1/08
Acting in Wayne County

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, _____, by Bryan K. Barnett Mayor, and Jane Leslie, Clerk, of the City of Rochester Hills, on behalf of the City.

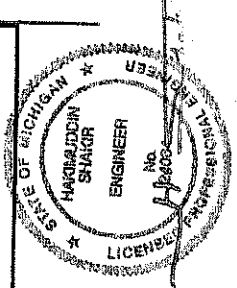
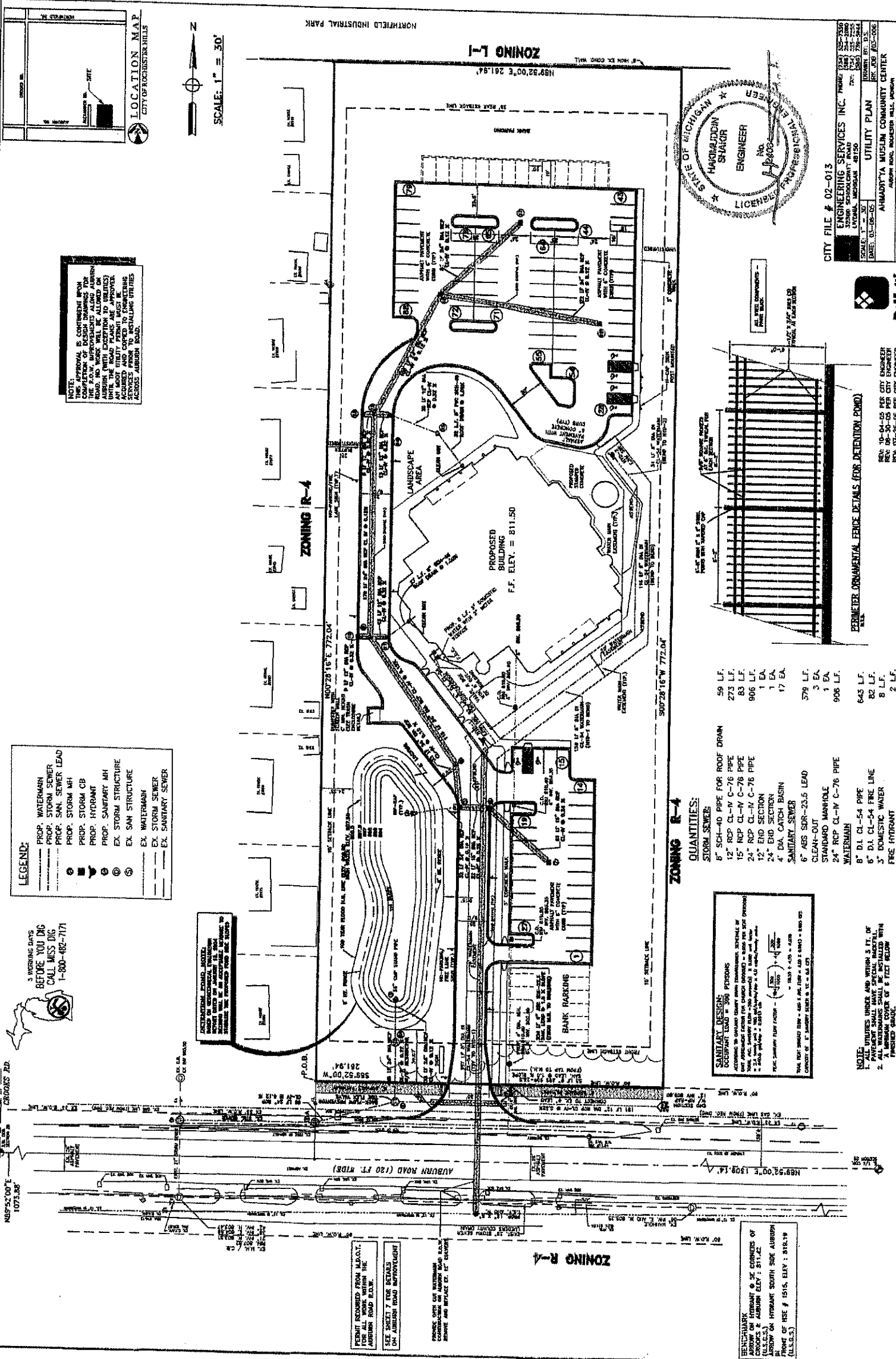
Drafted by:
Tim Zawodny
DeMattia Group
45501 Helm St
Plymouth, MI 48170

_____, notary public
County, Michigan
My commission expires:

When Recorded Return to:
Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

\\ENGI\FORM\Detention Maint Agreement Sample.doc

Agreement For Maintenance Of Storm Water Detention System 'Exhibit B'



CITY FILE # 02-013

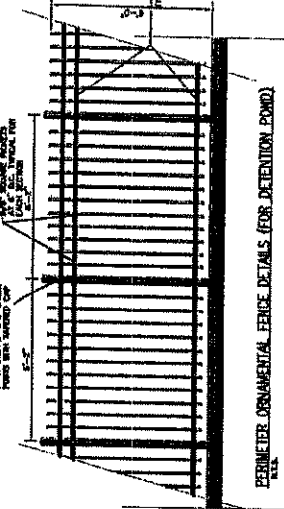
ENGINEERING SERVICES INC.
3200 SCHOENLICK ROAD
TROY, MICHIGAN 48063

UTILITY PLAN
PROJECT NO. 02-013

AMMADYTA MUSLIN COMMUNITY CENTER
1515 AUBURN ROAD, ROCHESTER HILLS, MICHIGAN

DATE: 05-08-06
DRAWN BY: J.S.
CHECKED BY: J.S.
SCALE: 1" = 50'

REV. 10-04-05 PER CITY ENGINEER
REV. 09-30-05 PER CITY ENGINEER
REV. 07-25-05 PER CITY ENGINEER



APPROVED
5-10-06
ROCHESTER HILLS
ENGINEERING DEPT.