



Thomas Ryan <sylvanlawtr@gmail.com>

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## 148 N. Main Street

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newall@aol.com <newall@aol.com>  
To: sylvanlawtr@gmail.com

Fri, Mar 27, 2015 at 4:42 PM

Here it is

Let me know

-----Original Message-----

From: Thomas Ryan <sylvanlawtr@gmail.com>  
To: Neil Wallace <newall@aol.com>  
Sent: Fri, Mar 27, 2015 12:12 pm  
Subject: Re: 148 N. Main Street

Neil:

Thank you for identifying the proper party. Please send me a Hold Harmless Agreement that you feel would be appropriate.

Sincerely,

Tom

On Fri, Mar 27, 2015 at 11:36 AM, <newall@aol.com> wrote:  
To Tom Ryan, Clarkston City Attorney

The hold harmless you drafted is not acceptable for these reasons:

- \* The wrong party is named. Your demand for indemnity was a requirement made of my client GPL is merely the land contract holder and will not sign this draft My client is Clarkston Corners LLC
- \* The draft is overly broad. This indemnity requirement made by the city was because of its concern that the proposed system design might push the existing contamination plume, despite the evidence we have provided that this would not happen. Your draft goes beyond that to include anything that might happen as a result of the storm water system. That is not acceptable

Neil Wallace

-----Original Message-----

From: Thomas Ryan <sylvanlawtr@gmail.com>  
To: Neil Wallace <newall@aol.com>  
Cc: Carol Eberhardt <eberhardtc@villageofclarkston.org>  
Sent: Thu, Mar 26, 2015 1:43 pm  
Subject: 148 N. Main Street

Dear Neil:

Please find attached a draft of a Hold Harmless Agreement relative to the above matter for your review and comment.

Sincerely,

Tom

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Thomas J. Ryan, Esquire  
2055 Orchard Lake Road  
Sylvan Lake, MI 48320  
(248)334-9938 - office  
(248)858-8508 - fax

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**Hold+Harmless+Agreement NW 3-27-2015.doc**

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## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is entered into between Clarkston Corners, a Michigan Corporation (“Corners”), of 39 S. Main, Suite 20, Clarkston, MI 48346; the City of the Village of Clarkston, a Municipal Corporation (the “City”), whose address is 375 Depot Street, Clarkston, MI 48346; and Hubbell, Roth & Clark, Inc., a Michigan Corporation (“HRC”), whose address is 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-6364.

Pursuant to the Conditional Rezoning Agreement with the City dated July 16, 2014 and site plan approved by the City, Corners is developing and the Subject Property located in the City of the Village of Clarkston, Oakland County, Michigan, described as:

Lot 50 Supervisor’s Plat of Section 20 of Independence Township, T4N R9E

Commonly known as 148 N. Main Street, Clarkston, MI 48346. Parcel no. 14-08-20-252-007.

Corners has presented plans to construct a storm water retention basin at the Subject Property, together with information from Corner’s engineers and environmental consultant concluding the pre-existing contamination plume on the Subject Property will not be pushed by the proposed storm water system. This information has been reviewed and approved on behalf of the City by HRC, the city’s engineers, except there is a concern, despite the information supplied by Corners, that the known pre-existing contamination plume, created prior to the ownership of the Subject Property by Corners, could be pushed and therefore expanded by the proposed storm water system such that the known pre-existing contamination, originating from the Subject Property, could spread more or in a different way than it would have without the proposed storm water system. As a result the City has required that Corners provide this agreement to it.

Based on these facts and circumstances, the parties agree to the following:

1. *Owner’s Responsibilities After Installation.* That Corners shall remain solely and fully responsible for the operation, maintenance and repair of the storm water system on the Subject Property.
2. *Indemnification and Hold Harmless.* To the fullest extent permitted by law, Corners agrees to defend, indemnify and hold harmless HRC, the City and its elected and appointed officials, employees and agents against any claims, demands, suits or losses, including any costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City and its elected and appointed officials, employees or agents, by reason of personal injury, death or property damage resulting solely from the known pre-existing contamination plume created prior

to the ownership of the Subject Property by Corners, originating from the Subject Property, being pushed and therefore expanded by the proposed storm water system such that the known pre-existing contamination has spread more or in a different way than it would have without the proposed storm water system.

**Clarkston Corners LLC,**  
a Michigan Limited Liability Company,

BY: \_\_\_\_\_

This Agreement was acknowledged before me on \_\_\_\_\_, 2015 by \_\_\_\_\_,  
the \_\_\_\_\_ of Clarkston Corners, LLC a Michigan Limited Liability  
Company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
Commission Expires: \_\_\_\_\_.

**CITY OF THE VILLAGE OF CLARKSTON,**  
a Municipal Corporation,

By: \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

This Agreement was acknowledged before me on \_\_\_\_\_ 2015 by \_\_\_\_\_, the  
\_\_\_\_\_ of the City of the Village of Clarkston, on behalf of the City.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI

Commission Expires: \_\_\_\_\_.

**HUBBELL, ROTH & CLARK, INC.,**  
a Michigan Corporation

By: \_\_\_\_\_

This Agreement was acknowledged before me on \_\_\_\_\_, 2015 by \_\_\_\_\_,  
the \_\_\_\_\_ of HUBBELL, ROTH & CLARK, INC.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County, MI

Commission Expires: \_\_\_\_\_.