

RESOLUTION NO. 869

A RESOLUTION FOR THE USE OF CITY PROPERTY LOCATED AT
110 ORIENT BY MISSION HOUSE, INC.

WHEREAS, as the City of Clinton owns an empty lot located at 110 Orient (the "Property");

WHEREAS, Mission House, Inc. is in need of additional space to store miscellaneous items;

WHEREAS, the Planning & Zoning Board has heard an application by the Mission House, Inc. and would prefer that the proposed trailer be parked out of a Residential zoning designation;

NOWHEREFORE, be it resolved by the Council of the City of Clinton, Oklahoma:

1. Upon providing the City of Clinton with an Irrevocable Letter of Indemnification for any damage or injury resulting from the Mission House, Inc.'s use of the Property; Mission House, Inc. may park a semi-truck trailer at 110 Orient for the storage of _____.
2. This Resolution may be terminated with thirty (30) days written notice to Mission House, Inc. and a majority vote of the Council.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF CLINTON, OKLAHOMA

By: _____
Seth Adams, Mayor

ATTEST:

Lisa Anders, City Clerk

Dated: September 28, 2016

Lisa Anders
City Clerk
The City of Clinton
P.O. Box 1177
Clinton, OK 73601

Re: Irrevocable Letter of Indemnification / Mission House, Inc. / City of Clinton

Pursuant to Resolution Number 869, regarding the use of the property identified as 110 Orient, Clinton, Oklahoma, the Mission House ("MH") agrees to indemnify the City of Clinton, Oklahoma ("City") as follows:

MH hereby assumes and will indemnify and hold harmless the City with respect to any loss or damage claimed by any third persons that may arise from MH's placement of the subject trailer at the above described location. Further, City's liability for any loss or damages on any claim by MH or any third-party is strictly limited by the provisions of this Agreement. City shall not be liable to MH or any third party, for any loss, damage, claim, liability, expense, or penalty, or for any indirect, special, secondary, incidental, or consequential damages, howsoever or whenever the same may arise, with regard to MH's use of the above described property.

MISSION HOUSE, INC.

By *Dwille Locklear*

Subscribed and sworn to before me this 28 day of September, 2016, by *Dwille Locklear*, a representative of the Mission House, Inc.

Lisa Anders

Notary Public

My commission expires:
My commission number:

