

RESOLUTION NO. 2021.038

RESOLUTION TO ABRITRARILY APPROVE UNITED DAIRY FARMERS PLAT DATED REVISED DECEMBER 16, 2020

WHEREAS, United Dairy Farmers utilized Abercrombie and Associates, Inc. to replat 1.5587 acres located 127 S. Broadway, within the Village of Blanchester; and

WHEREAS, United Dairy Farmers requests that Village of Blanchester, through its Clerk and Mayor, sign off approval by the Village of the plat; and

WHEREAS, Village of Blanchester does so approve of said plat, to the extent it can arbitrarily do so, but whereas, Village of Blanchester, does not, by signing approval of plat, make any approval disallowed by any law or any approval reserved for any other governing body regarding any of the rules or requirements of plats in the County of Clinton, State of Ohio;


NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Blanchester, Ohio, two-thirds or more of the members elected thereto concurring, that Village of Blanchester Mayor and Clerk, may sign off on United Dairy Farmers plat as referred to herein above, with the following provisions:

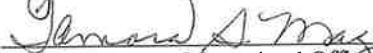
- 1) United Dairy Farmers shall sign a release stating that Village of Blanchester's noted approval is not legally binding nor intended to indicate Village of Blanchester's review or approval of plat for any of the necessary rules or regulations regarding plats in the County of Clinton, State of Ohio.
- 2) United Dairy Farmers shall sign a release acknowledging that it shall indemnify and hold harmless Village of Blanchester from any and all, known or unknown, legal actions, suits, damages, claims or liabilities, regarding the approval of said plat referred to herein above.

Mr. Brumbaugh moved the adoption and Mr. Simpson seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Mr. Bauer	Yea
Mr. Brumbaugh	Yea
Mr. Gephart	Yea
Mr. Hollon	Absent
Mr. Hopkins	Yea
Mr. Simpson	Yea

Adopted this 14th day of October, 2021.


John Carman, Mayor


Attest: Tamara S. May, Fiscal Officer

Fiscal Officer's Certificate:

The State of Ohio, County of Clinton, ss:

I, Tamara S. May, Fiscal Officer of the Village of Blanchester, Clinton County, and in whose custody the Files, Journals, and Records are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution now on file with said Village, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof, and has been posted as required by law. This Resolution has been duly published by posting in the following places: Blanchester Municipal Building, 318 E. Main St.; First National Bank, 121 E. Main St.; Blanchester Post Office, 115 S. Wright St.; Tom's Express Mart, 7529 Fairground Rd.; and at the Blanchester Public Library, 110 N. Broadway St., each for a period of fifteen (15) days commencing on the 14th day of October, 2021.

Witness my signature this 16th day of October, 2021.


Fiscal Officer of the Village of Blanchester, Clinton County, Ohio

VILLAGE OF BLANCHESTER

FISCAL OFFICER

TAMARA S. MAY

OFFICIAL SEAL

AGREEMENT & RELEASE

THIS AGREEMENT, effective on the last date signed below, is entered into between **the Village of Blanchester, and the Mayor of the Village of Blanchester**, on behalf of themselves, their employees and agents (in their official capacities), elected officials, appointees, and their predecessors, and successors, and each of them, jointly and severally (hereinafter "Village of Blanchester"), and **United Dairy Farmers, Inc., an Ohio corporation**, on behalf of itself and its employees, agents, officers, successors and assigns, and each of them, jointly and severally (herein singularly and collectively called "UDF,") who agree to be bound by all of the terms and conditions hereof. The Village of Blanchester and UDF shall be collectively referred to as "the Parties."

WHEREAS, UDF utilized Abercrombie and Associates, Inc. to replat 1.5587 acres located at 127 S. Broadway, within the Village of Blanchester; and

WHEREAS, UDF requests that Village of Blanchester, through its Clerk and Mayor, sign off approval by the Village of the plat; and

WHEREAS, Village of Blanchester does so approve of said plat, to the extent it can arbitrarily do so, but whereas, Village of Blanchester, does not, by signing approval of plat, make any approval disallowed by any law or any approval reserved for any other governing body regarding any of the rules or requirements of plats in the County of Clinton, State of Ohio;

NOW THEREFORE, the Parties hereto acknowledge and voluntarily agree as follows:

1. By entering into this Agreement, the Village of Blanchester does not approve of said December 16, 2020 plat in any way, other than to arbitrarily approve its acknowledgement that said replat is occurring and Village of Blanchester is appreciative and excited for the developments UDF is making in the Village of Blanchester.

2. UDF acknowledges and agrees that Village of Blanchester cannot, and could not, indicate approval of Plat in any way in relation to the necessary parameters, rules and regulations governing plats in the County of Clinton, State of Ohio, as that approval is required from other government entities, not the Village of Blanchester.

3. UDF hereby indemnifies and holds harmless the Village of Blanchester from any liabilities, damages, claims, or lawsuits from UDF itself, or any third parties, from any liabilities or issues that arise from the UDF plat or anything related to it.

4. UDF acknowledges and agrees that Village of Blanchester's approval of said plat, herein mentioned above, is not approval meant to challenge any legal requirements or any rules or regulations of any governmental entity that is required to approve such plat prior to its approval for official recording. UDF understands and acknowledges that it must obtain the necessary approvals under the rules and regulations of the County of Clinton and State of Ohio and that Village of Blanchester's approval does not negate or replace any of those requirements.

5. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Ohio.

6. In the event that any provision of this Agreement is found, by any court or governmental agency, to be unlawful or unenforceable, Village of Blanchester has the right to require all parties to continue complying with the remaining provisions of this Agreement or to declare the Agreement void. In the event that Village of Blanchester declares this Agreement to be void, no party hereto shall have any rights or obligations hereunder.

7. The Parties agree that the foregoing constitutes the entire agreement among them, and that there exist no other agreements, oral or written, express or implied, relating to any matters covered by this Agreement, or any other agreement in effect and relating to any other matter whatsoever, whether or not within the knowledge or contemplation of the Parties at the time of execution of this Agreement. To the extent that there are any other agreements between the Parties, they are hereby mutually declared null and void. This Agreement may only be changed in writing signed by the Parties hereto.

8. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to be one and the same instrument, and, further, may be signed and may also be submitted by fax and/or email with such facsimile and/or emailed signatures deemed to be the same as an original with all such copies to be deemed one and the same instrument.

WHEREFORE, the Parties have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

VILLAGE OF BLANCHESTER

By: John M. Carman
Mayor John M. Carman
Dated: 10/15/21

UNITED DAIRY FARMERS, INC.
By: [Signature]
Robert D. Lindner Jr.
Dated: 10/14/21

