

**AMENDMENT AND TERMINATION OF INTERLOCAL COOPERATION
AGREEMENT**

THIS AMENDMENT AND TERMINATION OF INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into this ___ day of April, 2024, by and between the City of Fremont, a municipal corporation organized and existing under the laws of the State of Nebraska located in Dodge County, Nebraska, (herein referred to as “City”), and the County of Dodge, a political subdivision organized and existing under the laws of the State of Nebraska located in Dodge County, Nebraska, (herein referred to as “County”).

WHEREAS, the City and County are independent political subdivisions organized and existing under the laws of the state of Nebraska; and

WHEREAS, the City and County entered in to an Interlocal Cooperation Agreement dated December 5, 2018, which is attached hereto as Exhibit “A”.

WHEREAS, the City and County, by Nebraska law, can enter into an interlocal agreement for the purpose of the transfer of an interest in land, amending a previous interlocal agreement, and terminating the same; and,

WHEREAS, it is in the interest of the County to enter into this Agreement with the City in conformance with Nebraska law; and,

WHEREAS, it is in the interest of the City to enter into this Agreement with the County for in conformance with Nebraska law; and,

WHEREAS, the Interlocal Corporation Act of the state of Nebraska, Neb. Rev. Stat. § 13-1801, et seq. enables separate political subdivisions of the state to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities in a manner and pursuant to forms of government or organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and,

WHEREAS, it is necessary for the parties to enter into an agreement to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE CITY AND COUNTY DO HEREBY MUTUALLY UNDERTAKE, PROMISE, AGREE AND CONTRACT EACH FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, TO AMEND THE INTERLOCAL COOPERATION AGREEMENT AS FOLLOWS:

1. Purpose of Agreement.

The purpose of this Agreement is to amend the Interlocal Cooperation Agreement dated December 5, 2018 and to provide for its termination as prescribed in this Agreement. This Agreement shall supersede and be enforceable over any and all conflicting terms contained in the December 5, 2018 Interlocal Cooperation Agreement, and the same are hereby amended to conform to the terms herein.

2. Purchase of County Interest.

The City agrees to purchase, and the County agrees to convey its undivided one-half interest in the following described property (hereinafter "Property"):

A tract of land composed of Replat of Outlot "A", Fremont Technology Park, located in the southwest quarter of Section 12, Township 17 North, Range 8 East of the 6th P.M., City of Fremont Dodge County, Nebraska, as more particularly described in Exhibit "A" and attachments thereto.

In consideration of the conveyance of such Property, the City agrees to pay the County the sum of \$201,300.00.

3. Term and Termination.

This Agreement shall be in full force and effect until the conveyance of the Property by County and the payment by the City. Closing on the sale of the Property shall take place no later than May 3, 2024. Upon receipt of payment and the recording of the deed transferring the Property to the City, this Agreement and the Interlocal Cooperation Agreement attached hereto as Exhibit "A" shall be terminated.

4. Funding.

The City agrees to pay the cost for the Property as described herein.

5. Cooperation.

The parties shall cooperate and coordinate with each other to perform by the terms of this Agreement. This shall include, but not be limited to, cooperating with the register of deeds or a title company to complete the conveyance of the Property.

6. General Conditions.

(a) **Nondiscrimination.** None of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability pursuant to the Americans with Disabilities Act, political or religious opinions, affiliations or national origin.

(b) **Captions.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

(c) **Application Law.** Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

(d) **Interest of the Parties.** City and County covenant that each presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of this Agreement; each further covenant that, in the performance of this Agreement, no person having any such interest shall be employed by either party.

(e) **Modification.** This Agreement contains the entire agreement of the parties. No

representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties. Every amendment shall specify the date on which its provisions shall be effective.

(f) Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

(g) Assignment. Neither of the parties may assign its rights under this Agreement without the express prior written consent of the other.

EXECUTED this ____ day of April, 2024.

CITY OF FREMONT, a Municipal Corporation

ATTEST:

Tyler Ficken, City Clerk

By _____
Joey Spellerberg, Mayor

APPROVED AS TO FORM:

City Attorney

EXECUTED this ____ day of April, 2024.

COUNTY OF DODGE, a political subdivision

ATTEST:

County Clerk

By _____
Bob Missel, Chairperson of the
Board of County Supervisors

APPROVED AS TO FORM:

County Attorney

WARRANTY DEED

Dodge County, Nebraska, hereinafter called the Grantor, in consideration of One Dollar and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey, and confirm unto the City of Fremont, Nebraska, hereinafter called Grantee, an undivided one-half interest in the following described real property in Dodge County, Nebraska:

A tract of land composed of Replat of Outlot "A", Fremont Technology Park, located in the southwest quarter of Section 12, Township 17 North, Range 8 East of the 6th P.M., City of Fremont Dodge County, Nebraska, as more particularly described in Exhibit "A" (the "Premises").

To have and to hold the above described interest in the premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee forever.

The Grantor does hereby covenant with the Grantee that Grantor is lawfully seized of said premises; that they are free from encumbrance **except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof;** that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Executed this ____ day of April, 2024.

Bob Missel, County Board Chair

County Clerk

STATE of NEBRASKA

COUNTY of DODGE

The following instrument was acknowledged before me this ____ day of April, 2024, by Bob Missel, County Board Chair, Dodge County, Nebraska.

Notary Public,

Notary Signature

My commission expires:

201500351
 Filed: January 27, 2015 10:00:00 AM
 Register of Deeds
 DODGE COUNTY, NE
 Fee \$28.00

Exhibit A

FREMONT TECHNOLOGY PARK
 REPLAT OF OUTLOT "A"

Plat # 599

FREMONT CITY COUNCIL APPROVAL

THIS PLAT AND DEDICATION SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA.

THIS 20th DAY OF December, 2014

Scott Getzschman
 SCOTT GETZSCHMAN, MAYOR

Kimberly York
 KIMBERLY YORK, CITY CLERK



PLANNING COMMISSION APPROVAL

THIS PLAT OF FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A", A SUBDIVISION OF FREMONT TECHNOLOGY PARK IS APPROVED BY THE FREMONT CITY PLANNING COMMISSION, on December 15, 2014.

Paul Schick Jan 19, 2015
 CHAIR DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE PLATTED INTO ONE LOT AND ONE OUTLOT, TO BE NAMED AND NUMBERED AS SHOWN, SAID PLAT TO BE HEREAFTER KNOWN AS FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER GRANTS UTILITY EASEMENTS TO THE LOCATIONS AND WIDTHS SHOWN ON THIS PLAT. WE DO ALSO GRANT EASEMENTS TO THE CITY OF FREMONT. SAID EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES, AND ARE SUBJECT TO THE PARAMOUNT RIGHT OF THE PUBLIC UTILITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

CITY OF FREMONT, DODGE COUNTY, NEBRASKA

Scott Getzschman
 SCOTT GETZSCHMAN, MAYOR



ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
 DODGE COUNTY } SS

ON THIS 21st DAY OF January, 2015, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME SCOTT GETZSCHMAN, MAYOR, CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

Lyndee M. Montfort
 NOTARY PUBLIC



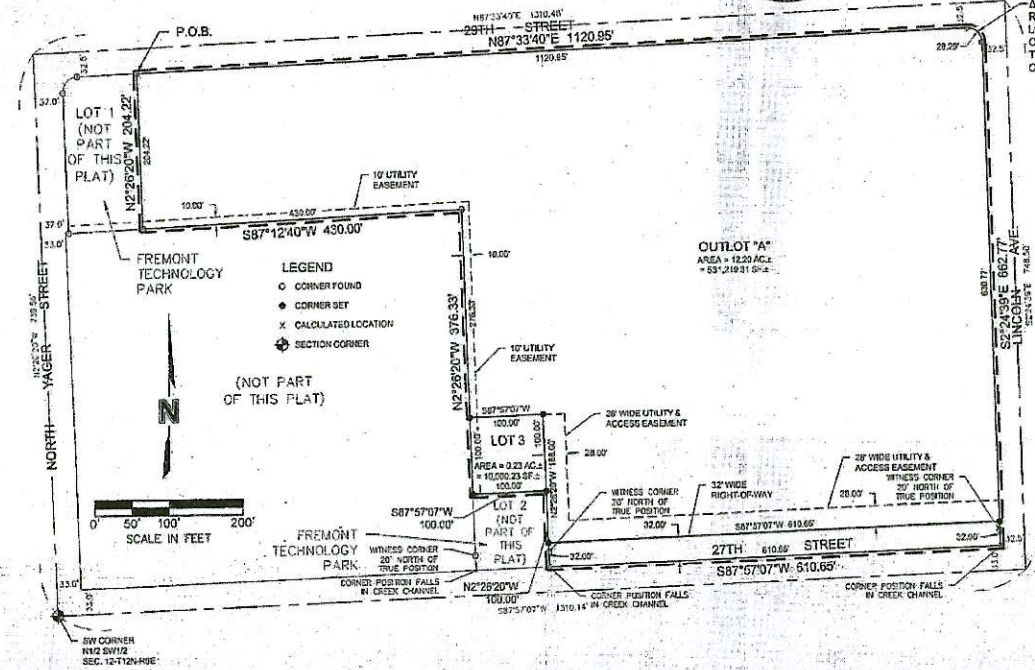
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS OF LOTS, ANGLE POINTS AND ENDS OF CURVES IN FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A", A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

Jan 6th 2015

Michael R. Johnson
 MICHAEL R. JOHNSON
 601 P STREET, SUITE 200
 LINCOLN, NE 68506

526
 LS NUMBER



Δ=90°01'42"
 R=20.00'
 L=31.43'
 C1=82.22°
 T=20.01'
 CB=S47°25'30"E

LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF OUTLOT "A", FREMONT TECHNOLOGY PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "A", FREMONT TECHNOLOGY PARK, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, FREMONT TECHNOLOGY PARK, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 27TH STREET, THENCE EASTERLY ON THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF N87°33'40"E, A DISTANCE OF 1,120.95 TO A NORTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 90°01'42", A RADIUS OF 20.00', AN ARC LENGTH OF 31.43 ON A NORTHEAST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 28.20', A TANGENT LENGTH OF 20.01', AND A CHORD BEARING OF S47°25'30"E, TO AN EAST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE, THENCE S02°24'39"E, ON THE EAST LINE OF SAID OUTLOT "A", SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 682.77' TO THE SOUTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF SAID OUTLOT "A", THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 810.65' TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, FREMONT TECHNOLOGY PARK; THENCE N02°28'20"W, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 2, A DISTANCE OF 100.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2; THENCE S87°57'07"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 100.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 2, THENCE N02°28'20"W, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 376.33' TO A WEST CORNER OF SAID OUTLOT "A"; THENCE S87°12'40"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 480.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1, FREMONT TECHNOLOGY PARK; THENCE N02°28'20"W, ON THE WEST LINE OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 204.22' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 560,760.66 SQUARE FEET OR 12.87 ACRES, MORE OR LESS.

Real Estate Transfer Statement

To be filed with the Register of Deeds. Read instructions on reverse side. If additional space is needed, add an attachment and identify the applicable item number.

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name, 2 County Number (DODGE - 27), 3 Date of Sale/Transfer, 4 Date of Deed, 5 Grantor's Name, Address, and Telephone (Please Print), 6 Grantee's Name, Address, and Telephone (Please Print)

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home. (A) Status, (B) Property Type, (C) Mobile Home

8 Type of Deed: Conservator, Distribution, Land Contract/Memo, Partition, Sheriff, Other, Bill of Sale, Corrective, Easement, Lease, Personal Rep., Trust/Trustee, Cemetery, Death Certificate - Transfer on Death, Executor, Mineral, Quit Claim, Warranty

9 Was transfer part of IRS like-kind exchange (I.R.C. § 1031 Exchange) by buyer or seller? 10 Type of Transfer: Distribution, Foreclosure, Irrevocable Trust, Revocable Trust, Transfer on Death, Auction, Easement, Gift, Life Estate, Sale, Trustee to Beneficiary, Court Decree, Exchange, Grantor Trust, Partition, Satisfaction of Contract, Other (Explain)

11 Was ownership transferred in full? (If No, explain the division.) 12 Was real estate purchased for same use? (If No, state the intended use.)

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.) Yes, No, Aunt or Uncle to Niece or Nephew, Family Corp., Partnership, or LLC, Self, Other, Brothers and Sisters, Grandparents and Grandchild, Spouse, Ex-spouse, Parents and Child, Step-parent and Step-child

14 What is the current market value of the real property? \$201,300 15 Was the mortgage assumed? (If Yes, state the amount and interest rate.)

16 Does this conveyance divide a current parcel of land? 17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact.)

18 Address of Property 19 Name and Address of Person to Whom the Tax Statement Should be Sent: City of Fremont, Nebraska, 400 E. Military, Fremont, NE 68025

18a [X] No address assigned 18b [] Vacant land

20 Legal Description (Attach additional pages, if needed.) A tract of land composed of Replat of Outlot "A", Fremont Technology Park, located in the southwest quarter of Section 12, Township 17 North, Range 8 East of the 6th P.M., City of Fremont, Dodge County, Nebraska as more particularly described in Exhibit "A"

21 If agricultural, list total number of acres transferred in this transaction

Table with 2 columns: Item Number, Amount. 22 Total purchase price, including any liabilities assumed \$ 0.00 23 Was non-real property included in the purchase? [] Yes [X] No (If Yes, enter dollar amount and attach itemized list.) (see instructions) \$ 24 Adjusted purchase price paid for real estate (line 22 minus line 23) \$ 0.00

25 If this transfer is exempt from the documentary stamp tax, list the exemption number 2

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

sign here Print or Type Name of Grantee or Authorized Representative Phone Number Signature of Grantee or Authorized Representative Title Date

Register of Deed's Use Only For Dept. Use Only 26 Date Deed Recorded 27 Value of Stamp or Exempt Number 28 Recording Data

Instructions

The register of deeds will not accept a deed for recording unless items 1 through 25 are properly completed and this Real Estate Transfer Statement, Form 521, is signed.

Who Must File. Any grantee, or grantee's authorized representative, who wishes to record a deed to real property must file Form 521. Land contracts, memoranda of contract, and death certificates being recorded pursuant to a transfer on death deed require a completed Form 521, which are not subject to the documentary stamp tax until the deed is presented for recording.

When and Where to File. This Form 521 must be filed with the register of deeds when a deed, land contract, memorandum of contract, or a death certificate being recorded pursuant to a transfer on death deed is presented for recording.

Specific Instructions Grantee (Buyer)

• **Note:** An attachment may be added if additional space is needed for items 5, 6, and 20.

Items 1 and 2. Indicate the county where the property is located. If it is located in more than one county, indicate the county where the transfer is being filed. The county number can be found on the Department of Revenue [website at revenue.nebraska.gov/PAD](http://revenue.nebraska.gov/PAD).

Item 4. The date of the deed is the date on which it was signed by the grantor, unless otherwise specified in the deed.

Items 5 and 6. Enter the complete name, address, and phone number of all of the grantors and grantees. A business address should be used for business organizations such as corporations, trusts, and partnerships.

Item 7. Indicate the type of property being transferred. Check only one box in Categories A and B. "Improved" means land with a building or a structure on it. "IOLL" means improvement on leased land. Check C only if the property being transferred is a mobile home.

Item 8. Indicate the type of deed being filed. Check all that apply.

Item 9. If the real estate being transferred was involved in a like-kind exchange under Internal Revenue Code § 1031, indicate all parties involved in a 1031 exchange. Otherwise, chose No. If claiming an exemption, provide the recording office a copy of the exchange agreement.

Item 10. Indicate the type of transfer. Check all that apply.

Item 11. Indicate what property interests were transferred. If full ownership was not transferred, check "No" and explain.

Item 12. A "purchase for the same use" means a purchase with the same intended use of the property. A change in use can include, for example, a vacant lot becoming a cemetery or an agricultural lot becoming a subdivision.

Item 13. Check the appropriate box to indicate if the transfer was between relatives.

Item 14. Indicate the current market value of the real property. Current market value is the purchase price which would be paid for the property, based upon a sale between a willing buyer and a willing seller in the ordinary course of trade. If an easement is being created or transferred, the current market value may be listed as \$0 if no consideration has been given.

Item 15. Indicate whether the grantee assumed a mortgage as part of the purchase price. If a mortgage was assumed, check "Yes" and indicate the dollar amount and interest rate. If no mortgage was assumed, check "No."

Item 16. If this transfer divides the property into two or more parcels, check "Yes." If this transfer does not divide or split the property, check "No."

Item 20. The legal description can be found from the deed of record or surveys of the real property.

Item 21. Indicate the total number of agricultural or horticultural acres included in the sale.

Item 22. Enter the total purchase price or consideration paid or to be paid, including cash, mortgages, property traded, assumed liabilities, leases, easements, and personal property purchased.

Item 23. Enter the total dollar value of items which are included in the total purchase price, but are not considered a part of the real property. For example, machinery, irrigation equipment, household goods, boat docks, etc. Check "Yes" if any non-real property is included in the purchase price and attach an itemized list with a cost breakdown. The itemized list MUST be included with the dollar amount of these items. If there are none of these items, check "No" and enter zero.

Item 25. The list of exemptions is available from the register of deeds or at revenue.nebraska.gov/PAD. Click on "Documentary Stamp Tax" and "Documentary Stamp Tax Exemptions." All deeds are presumed taxable unless it clearly appears on the face of the deed or sufficient documentary proof is presented that the deed or transfer instrument are exempt.

Authorized Signature. This Form 521 must be signed and dated by the grantee or the grantee's authorized representative.

Documentary Stamp Tax. The current documentary stamp tax rate for transactions which are not exempt is \$2.25 for every \$1,000 of value being transferred.

Register of Deeds

The register of deeds will not record the deed if items 1 through 25 on this Form 521 have not been completed or the Form 521 has not been signed by the grantee or authorized representative.

The register of deeds will complete items 26 through 28 at the time the deed or transfer instrument are recorded.

The register of deeds will forward this original Form 521 to the county assessor when items 1 through 28 are complete.

Retain a copy of this statement for your records.