

## Respass, Charity

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**From:** Joel Gallihue <Joel\_Gallihue@hcpss.org>  
**Sent:** Wednesday, April 20, 2016 5:45 PM  
**To:** Sager, Jennifer; Feldmark, Jessica  
**Cc:** Bruce Gist; Kathleen V. Hanks; Caryn D. Lasser; Mike Molinaro; ahr@carneykelehan.com; Siddiqui, Jahantab  
**Subject:** Notice: Oxford Square Property Exchange  
**Attachments:** Deed.Adjusting.Lot.Line - Bd. of Ed to Kellogg.docx; Deed.Adjusting.Lot.Line - Kellogg to Bd. of Ed.docx

Dear Ms. Sager and Ms. Feldmark,

This is to transmit for County Council notification the intent of the School Board to enter into the property exchange referenced in the attached deeds, subject to any additional review and comment by the parties or County Office of Law. This notice, being pursuant to Section 4-115 of the Education Article of Maryland Code, follows the Board of Education approval of this land exchange at a public meeting on April 14, 2016. The IAC is also scheduled to approve this exchange the morning of April 21, 2016.

The above referenced section of the Education Article anticipates Council determination and notification that there are no existing plans for the exchanged property. Also note that there are no public charter schools in Howard County which would have required notification under Section 9-111 of the Education Article.

As time is of the essence, we request this item be prefilled tomorrow to ensure we are endeavoring in good faith to process this transaction. We are willing to provide any additional documentation which may be required.

Joel Gallihue, AICP

Manager of School Planning

*Joel A. Gallihue, [AICP](#)  
Manager of School Planning  
[Howard County Public School System](#)  
10910 Clarksville Pike  
Ellicott City, MD 21042  
410-313-7184*

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**From:** Jennifer Bubenko  
**Sent:** Monday, July 27, 2015 9:57 AM  
**To:** Sager, Jennifer  
**Cc:** Joel Gallihue; Gina Petrick; Beverly J. Davis  
**Subject:** County Council Capital Budget dates

Hi Jennifer – I just left you a message about the dates for the County Council’s preliminarily review/approval of the FY17 Capital Budget for State submittal. Estimated Council dates are listed below with the BOE approval and State submission due dates. Please advise on the Council dates.

September 11 – Deadline for submission of draft budget pages  
**\*September 17 – BOE approves capital budget**  
**\*September 18 – Provide budget pages to Jennifer Sager**

September 24 – Council pre-file  
October 5 (7:30 p.m.) – Council legislation introduction  
October 19 (7:30 p.m.) – Council Public Hearing  
October 26 (4:30 p.m.) – Council Work Session  
October 28 (7:30 p.m.) – Council approval

**\*November 23 – State deadline to submit Council approval of capital budget**

Thank you very much for your time.

Take care,  
Jennifer

Jennifer Bubenko  
Planning Specialist, Office of School Planning

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
410-313-1554  
[jennifer\\_bubenko@hcpss.org](mailto:jennifer_bubenko@hcpss.org)

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## DEED ADJUSTING LOT LINES

**THIS DEED ADJUSTING LOT LINES** is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND**, a body politic and corporate (the "Board"), party of the first part, **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County"), party of the second part, collectively, the Grantors, and **KELLOGG-CCP, LLC**, a Maryland limited liability company, party of the third part, Grantee.

### EXPLANATORY STATEMENT

**WHEREAS**, the Board of Education of Howard County, Maryland is the fee simple owner of Parcel 'G' as set out and shown on the plats entitled "**Oxford Square 'Green Neighborhood' Resubdivision Plat – Parcels 'C' Thru 'L' And Open Space Lots 1 And 2 (A Resubdivision of Parcel 'A', As Shown On Plats Entitled "Oxford Square, Parcels 'A' And 'B'" And Recorded Among The Land Records Of Howard County, Maryland As Plat Nos. 21757 Thru 21761)**" which plats are recorded among the Land Records of Howard County, Maryland on Plat WAR Nos. 22390 thru 22395 by virtue of the deed from Kellogg-CCP, LLC, dated October 30, 2013 and recorded among the Land Records of Howard County, Maryland in Liber WAR No. 15373, folio 416; and

**WHEREAS**, Kellogg-CCP, LLC ("Kellogg") is the fee simple owner of Open Space Lot 1, as set out and shown on the plats entitled "**Oxford Square 'Green Neighborhood' Resubdivision Plat – Parcels 'C' Thru 'L' And Open Space Lots 1 And 2 (A Resubdivision of Parcel 'A', As Shown On Plats Entitled "Oxford Square, Parcels 'A' And 'B'" And Recorded Among The Land Records Of Howard County, Maryland As Plat Nos. 21757 Thru 21761)**" which plats are recorded among the Land Records of Howard County, Maryland on Plat WAR Nos. 22390 thru 22395 by virtue of the deed from Oxford Square Master Association, Inc. dated March 7, 2014 and recorded among the Land Records of Howard County, Maryland in Liber WAR No. 15496, folio 326; and

**WHEREAS**, the parties hereto have negotiated a land swap for the purpose of enhancing the value and use of their contiguous parcels described hereinabove; and

**WHEREAS**, in separate actions taken on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the IAC on behalf of and the Board of Public Works and the State Superintendent of Schools approved the transfer and exchange of a 0.737 acre portion of Parcel 'G' for a 0.737 acre portion of the Open Space Parcel 1; and

**WHEREAS**, the property exchange was approved by the County Executive on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and pursuant to County Council Resolution No. \_\_\_\_\_ approved by the County Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ subject to certain State approvals from the State Superintendent of Schools and the Interagency Committee for School Construction (the "IAC") on behalf of the Board of Public Works; and

**WHEREAS**, in compliance with Section 4-115 of the Education Article of the Annotated Code of Maryland any real property no longer needed for school purposes must be transferred back from the local Board of Education to the County in which the property lies. Therefore, Howard County, Maryland joins in the execution of this Deed solely for the purpose of conveying any and all right, title and interest it may have acquired in Parcel 'G' under State law; and

Deed from Board of Education of Howard County, Maryland and Howard County, Maryland to Kellogg-CCP, LLC

**WHEREAS**, in order to facilitate the redesign of Open Space Lot 1 and Parcel 'G' (the "Parcels) a revised subdivision plat was recorded entitled "**Resubdivision Plat Oxford Square 'Green Neighborhood' Parcels 'V' Thru 'Z', 'A-A' Thru 'C-C' And Open Space Lots 244 And 245** (Being A Resubdivision of Open Space Lot 1 As Shown on Plats Entitled "Oxford Square, 'Green Neighborhood', Parcels 'C' Thru 'L' And Open Space Lots 1 And 2" Recorded As Plat Nos. 22390 Thru 22395; A Resubdivision Of Parcel 'G', As Shown On Plats Entitled "Oxford Square, 'Green Neighborhood' Resubdivision Plat – Parcel 'M' And Revision Plat – Parcels 'C', 'E', 'F', 'G', 'I', 'J', And 'K' Recorded as Plat Nos. 22856 Thru 22859; And A Resubdivision Of Parcels 'E', 'S', And 'T', As Shown On Plats Entitled "Oxford Square, 'Green Neighborhood', Parcels 'R', 'S', And 'T' And Revision Plat – Parcels 'E'" Recorded As Plat Nos. 23103 Thru 23105) **And Revision Plat Oxford Square 'Green Neighborhood' Parcel 'B'** (Being A Revision to Parcel 'B' As Shown On Plats Entitled "Revision Plat, Oxford Square, "Green Neighborhood", Parcel 'B'" Recorded As Plat Nos. 22218 And 22219)" sheets 1 thru 6, recorded as Plat Nos. 23710 thru 23715, inclusive (the "Plats"), in order to incorporate a 0.737 acre portion of Parcel G into the newly created Parcel 'A-A', incorporate a 0.737 acre portion of Open Space Lot 1 into the newly created Parcel 'B-B', and to rename the Parcels as follows: Parcel 'G' becomes Parcel 'B-B' and a portion of Parcel 'A-A'; and Open Space Lot 1 becomes a portion of Parcel 'B-B', a portion of Parcel 'A-A', Open Space Lot 244 and Parcel 'Z'; and

**WHEREAS**, this exchange of land and/or recordation of the Plats vests title or ownership of the Parcels per the reconfigured lot lines as shown and designated as Parcel 'B-B' in the Board of Education of Howard County, Maryland; as shown and designated as Parcels 'V', 'W', 'X', 'Z', 'A-A' and Open Space Lot 244 in Kellogg-CCP, LLC; and as shown and designated as Parcel 'E' in U.S. Home Corporation dba Lennar,

**WHEREFORE**, these presents are executed.

**NOW, THEREFORE, WITNESSETH**, that as a condition to the recordation of the Plats and in consideration of the foregoing Explanatory Statement, the obligation of Kellogg-CCP, LLCs to convey a 0.737 acre portion of Open Space Lot 1 to the Board of Education of Howard County, Maryland in exchange for conveyance herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, there being no actual monetary consideration paid or to be paid in connection with this Deed, the Board of Education of Howard County, Maryland and Howard County, Maryland hereby grant and convey to Kellogg-CCP, LLC, in fee simple, all that lot or parcel of ground being more particularly described on Exhibit "A" attached hereto and made a part hereof.

**BEING** a portion of the lot or parcel of ground which by deed dated October 30, 2013, and recorded among the Land Records of Howard County, Maryland in Liber WAR No. 15373, folio 416 was granted and conveyed by Kellogg-CCP, LLC unto the Board of Education of Howard County, Maryland.

**TOGETHER** with any and all improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said lot or parcel of ground above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the Kellogg-CCP, LLC, its successors and assigns, in fee simple.

**AND** the said parties of the first and second parts hereby covenant that they have not done or suffered to be done any act, matter of thing whatsoever to encumber the property hereby conveyed;

Deed from Board of Education of Howard County, Maryland and Howard County, Maryland to Kellogg-CCP, LLC

that they will warrant specially the property hereby granted and they will execute such further assurances of the same as may be requisite.

**IN WITNESS WHEREOF**, the Grantor has caused this Deed to be executed by its duly authorized representative, the day and year first above written.

WITNESS OR ATTEST:

BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_ {Seal}  
Christine E. O'Connor, Chairman

I, Dr. Renee A. Foose, Superintendent of Schools, have reviewed and approved the above document for execution by the Board of Education of Howard County, Maryland.

\_\_\_\_\_

Date

\_\_\_\_\_

Dr. Renee A. Foose,  
Superintendent of Schools

**STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Christine E. O'Connor, Chairman of the Board of Education of Howard County, Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged that she executed the within instrument in her capacity as Chairman for the purposes therein contained and in my presence signed and sealed the same.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

**My Commission Expires:**

Deed from Board of Education of Howard County, Maryland and Howard County, Maryland to Kellogg-CCP, LLC

**ATTEST:**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
**Lonnie Robbins,  
Chief Administrative Officer**

By: \_\_\_\_\_ (Seal)  
**Allan H. Kittleman, County Executive**

**STATE OF MARYLAND, COUNTY OF HOWARD, to wit:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan H. Kittleman, who acknowledged himself to be the County Executive for Howard County, Maryland, a party to the within Deed, who acknowledged the same to be the act of the County and that he executed the foregoing Deed for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**My Commission Expires:**

**APPROVED:**

**APPROVED FOR SUFFICIENCY OF FUNDS**

\_\_\_\_\_  
**James M. Irvin, Director  
Department of Public Works**

\_\_\_\_\_  
**Stanley Milesky, Director of Finance**

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**  
this \_\_\_\_ day of \_\_\_\_\_, 2016

**REVIEWING ATTORNEY FOR COUNTY**

\_\_\_\_\_  
**Gary W. Kuc  
County Solicitor**

\_\_\_\_\_  
**Norman E. Parker, Jr.  
Senior Assistant County Solicitor**

**THIS IS TO CERTIFY** that the within instrument was prepared by the undersigned, an Attorney duly admitted to practice and in good standing before the Court of Appeals of the State of Maryland.

\_\_\_\_\_  
Stuart C. Resnick, Attorney

## DEED ADJUSTING LOT LINES

**THIS DEED ADJUSTING LOT LINES** is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between **KELLOGG-CCP, LLC**, a Maryland limited liability company, Grantor, and **HOWARD COUNTY, MARYLAND** for the benefit of the **BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND**, a body politic and corporate, Grantee.

### EXPLANATORY STATEMENT

**WHEREAS**, Kellogg-CCP, LLC (“Kellogg”) is the fee simple owner of Open Space Lot 1, as set out and shown on the plats entitled **“Oxford Square ‘Green Neighborhood’ Resubdivision Plat – Parcels ‘C’ Thru ‘L’ And Open Space Lots 1 And 2 (A Resubdivision of Parcel ‘A’, As Shown On Plats Entitled “Oxford Square, Parcels ‘A’ And ‘B’” And Recorded Among The Land Records Of Howard County, Maryland As Plat Nos. 21757 Thru 21761)”** which plats are recorded among the Land Records of Howard County, Maryland on Plat WAR Nos. 22390 thru 22395 by virtue of the deed from Oxford Square Master Association, Inc. dated March 7, 2014 and recorded among the Land Records of Howard County, Maryland in Liber WAR No. 15496, folio 326; and

**WHEREAS**, the Board of Education of Howard County, Maryland is the fee simple owner of Parcel ‘G’ as set out and shown on the plats entitled **“Oxford Square ‘Green Neighborhood’ Resubdivision Plat – Parcels ‘C’ Thru ‘L’ And Open Space Lots 1 And 2 (A Resubdivision of Parcel ‘A’, As Shown On Plats Entitled “Oxford Square, Parcels ‘A’ And ‘B’” And Recorded Among The Land Records Of Howard County, Maryland As Plat Nos. 21757 Thru 21761)”** which plats are recorded among the Land Records of Howard County, Maryland on Plat WAR Nos. 22390 thru 22395 by virtue of the deed from Kellogg-CCP, LLC, dated October 30, 2013 and recorded among the Land Records of Howard County, Maryland in Liber WAR No. 15373, folio 416; and

**WHEREAS**, in order to facilitate the redesign of Open Space Lot 1 and Parcel ‘G’ (the “Parcels) a revised subdivision plat was recorded entitled **“Resubdivision Plat Oxford Square ‘Green Neighborhood’ Parcels ‘V’ Thru ‘Z’, ‘A-A’ Thru ‘C-C’ And Open Space Lots 244 And 245 (Being A Resubdivision of Open Space Lot 1 As Shown on Plats Entitled “Oxford Square, ‘Green Neighborhood’, Parcels ‘C’ Thru ‘L’ And Open Space Lots 1 And 2” Recorded As Plat Nos. 22390 Thru 22395; A Resubdivision Of Parcel ‘G’, As Shown On Plats Entitled “Oxford Square, ‘Green Neighborhood’ Resubdivision Plat – Parcel ‘M’ And Revision Plat – Parcels ‘C’, ‘E’, ‘F’, ‘G’, ‘I’, ‘J’, And ‘K’ Recorded as Plat Nos. 22856 Thru 22859; And A Resubdivision Of Parcels ‘E’, ‘S’, And ‘T’, As Shown On Plats Entitled “Oxford Square, ‘Green Neighborhood’, Parcels ‘R’, ‘S’, And ‘T’ And Revision Plat – Parcels ‘E’” Recorded As Plat Nos. 23103 Thru 23105) And Revision Plat Oxford Square ‘Green Neighborhood’ Parcel ‘B’ (Being A Revision to Parcel ‘B’ As Shown On Plats Entitled “Revision Plat, Oxford Square, “Green Neighborhood”, Parcel ‘B’” Recorded As Plat Nos. 22218 And 22219)”** sheets 1 thru 6, recorded as Plat Nos. 23710 thru 23715, inclusive (the “Plats”), in order to incorporate a 0.737 acre portion of Open Space Parcel 1 into Parcel G, and to rename the

Parcels as follows: Parcel 'G' becomes Parcel 'B-B' and a portion of Parcel 'A-A'; Open Space Lot 1 becomes a portion of Parcel 'B-B', a portion of Parcel 'A-A', Open Space Lot 244 and Parcel 'Z'; and

**WHEREAS**, this exchange of land and/or recordation of the Plats vests title or ownership of the Parcels per the reconfigured lot lines as shown and designated as Parcel 'B-B' in the Board of Education of Howard County, Maryland; as shown and designated as Parcels 'V', 'W', 'X', 'Z', 'A-A' and Open Space Lot 244 in Kellogg-CCP, LLC; and as shown and designated as Parcel 'E' in U.S. Home Corporation dba Lennar,

**WHEREFORE**, these presents are executed.

**NOW, THEREFORE, WITNESSETH**, that as a condition to the recordation of the Plats and in consideration of the foregoing Explanatory Statement, the obligation of the Board of Education of Howard County, Maryland to convey a 0.737 acre portion of Parcel 'G' to Kellogg-CCP, LLC in exchange for Kellogg-CCP, LLCs conveyance herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, there being no actual monetary consideration paid or to be paid in connection with this Deed, Kellogg-CCP, LLC hereby grants and conveys to the Board of Education of Howard County, Maryland, in fee simple, all that lot or parcel of ground being more particularly described on Exhibit "A" attached hereto and made a part hereof.

**BEING** a portion of the lot or parcel of ground which by deed dated March 7, 2014 and recorded among the Land Records of Howard County, Maryland in Liber WAR No. 15496, folio 326 was granted and conveyed by Oxford Square Master Association, Inc. unto Kellogg-CCP, LLC, the Grantor herein.

**TOGETHER** with any and all improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said lots or parcels of ground above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use of Howard County, Maryland for the benefit of the Board of Education of Howard County, Maryland, its successors and assigns, in fee simple.

**AND** the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter of thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property hereby granted and it will execute such further assurances of the same as may be requisite.

**IN WITNESS WHEREOF**, the Grantor has caused this Deed to be executed by its duly authorized representative, the day and year first above written.

WITNESS:

**KELLOGG-CCP, LLC**

By: CJUF III Oxford Square, LLC, its Sole Member

By: Oxford Holdings-CCP, LLC, Its Operating Member

\_\_\_\_\_

By: \_\_\_\_\_ {Seal}

DAVID P. SCHEFFENACKER, JR.,  
Manager

**STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared David P. Scheffenacker, Jr., who acknowledged himself to be the Manager of Oxford Holdings-CCP, LLC, a Maryland limited liability company, the Operating Member of CJUF III Oxford Square, LLC, a Delaware limited liability company, the sole member of Kellogg-CCP, LLC, (the "Company"), and who, as such Manager, being authorized so to do, executed the foregoing Deed for the purposes therein contained, in the aforementioned capacity.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**MY COMMISSION EXPIRES:**

**THIS IS TO CERTIFY** that the within instrument was prepared by the undersigned, an Attorney duly admitted to practice and in good standing before the Court of Appeals of the State of Maryland.

\_\_\_\_\_  
Stuart C. Resnick, Attorney