



HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

3430 Courthouse Drive

Ellicott City, Maryland 21043

410-313-4401

James Irvin, Director
jirvin@howardcountymd.gov

FAX 410-313-3408
TDD 410-313-2323

November 20, 2015

Mr. Bruce Gist, Executive Director
Facilities, Planning and Management
Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042

Re: LAD File No. 3395
Letter of Intent – Cedar Lane School Property

Dear Mr. Gist:

Enclosed is a fully executed original of a Letter of Intent for the transfer of property by the Board of Education of Howard County to Howard County, Maryland in exchange for the use of Howard County, Maryland property.

If you have any questions regarding the above, please contact me by telephone at (410) 313-3260 or by e-mail at thackett@howardcountymd.gov.

Sincerely,

Tina D. Hackett, Chief
Real Estate Services Division

TDH/mcs

Enclosure

cc: Daryl Paunil, Chief, Bureau of Facilities
Morenike Oyenusi
LAD File No. 3395

RIM/15/LD/Capital/LAD File No. 3395-Cedar Lane School Property-Gist1



HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE

3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Allan H. Kittleman
Howard County Executive
akittleman@howardcountymd.gov

www.howardcountymd.gov
FAX 410-313-3051
TDD 410-313-2323

September 1, 2015

Letter of Intent for the transfer of property by the Board of Education of Howard County to Howard County, Maryland in exchange for the transfer of interests in Howard County, Maryland property.

The purpose of this letter of intent ("Letter of Intent") is to set forth the intention of the Board of Education of Howard County (the "Board") to acquire an interest in two certain properties owned by Howard County, Maryland (the "County") in exchange for the transfer of a certain Board owned property to the County, as such real estate transactions have been discussed to date between senior management of the Board and the County.

1. Property & Property Interests:

- (A) A long-term fifteen (15) year leasehold interest in the entire second floor (approximately 81,000 gross s/f) ("Leased Space") of the Ascend One building owned by the County and located at 8930 Stanford Boulevard, Columbia, Maryland, together with scheduling control (to the extent feasible) of the Conference Center located on the First Floor of Ascend One and sufficient parking ("Ascend One Lease").
- (B) An easement over a portion of the former West Friendship Fire Station lands owned by the County at 12460 Frederick Road of sufficient area (not to exceed 2 acres) to accommodate the Board's expansion of the adjacent West Friendship Elementary School at 12500 Frederick Road by increasing the school's available septic reserve area ("WFES Easement").
- (C) The transfer to the County of the Board's Old Cedar Lane School building at 5451 Beaverkill Road Columbia, MD 21044, and approximately ten (10) contiguous acres (subdivision required) ("Old Cedar Lane Property").

2. Transaction Consideration: In consideration of the grant of the Ascend One Lease and the WFES Easement by the County, the Board will transfer to the County the Old Cedar Lane Property, pursuant to Section 4-115 of the Education Article governing the disposition of real property by the Board. There is no cash payment contemplated by the County and the Board.

3. Ascend One Lease Terms and Agreement: The County and Board will enter into a lease agreement ("Lease Agreement") of the Leased Space that includes the following basic terms and conditions: zero dollar rent inclusive of utilities, custodial services, security, maintenance and repair, and snow removal; a term of fifteen (15) years commencing by December 31, 2016; the Leased Space shall be inclusive of all existing furnishings currently on and those stored off site;

shared parking of the existing parking spaces for Board employees and visitors; and provision by the County of \$250,000 in Board relocation and building modification costs. The Leased Space currently occupied by the County will be made available to the Board in its entirety by December 31, 2016.

4. **WFES Easement Agreement:** The County and Board will enter into a recordable easement agreement (“Easement Agreement”) whereby the County grants to the Board use of an unimproved portion of the old West Friendship Fire Station property for purposes of a septic reserve area sufficient to accommodate a future expansion of West Friendship Elementary School by the Board.
5. **Old Cedar Lane Property Contract of Sale:** The County and the Board will enter into a contract of sale (“Contract of Sale”) governing the terms of transfer of the Old Cedar Lane Property to the County.
6. **Cedar Lane Property Subdivision:** The County and Board will cooperate in the subdivision of the Old Cedar Lane Property to enable the transfer of the former school building and a maximum of ten (10) contiguous acres to the County. Particular consideration will include the operation of Harpers Choice MS. Site planning and design for the police station will take all exterior field usage for physical education into consideration. Parking access must be adequate for staff, bus access and parents. Consideration may include a parking study of parking during school operation and a shared parking agreement as necessary for the use of any parking areas (provided they are not reserved for police use only).
7. **Approvals:** The Board and the County shall use their good faith efforts to obtain all necessary approvals for the transactions contemplated herein.
8. **Transaction Documents:** Both the County and the Board agree to use their good faith efforts to finalize, within ninety (90) days of the date of complete execution of this Letter of Intent (“Negotiation Period”), the forms (including the terms and conditions) of the Lease Agreement, Easement Agreement, and the Contract of Sale, including the definition of the approximate 10 acre site to be transferred (“Transaction Documents”). During the Negotiation Period the Board will commence with the subdivision of the Cedar Lane Property. Both the Lease Agreement and Easement Agreement are predicated on the Old Cedar Lane Property transfer from the Board to the County. Unless otherwise agreed in writing by the parties, in the event there is no agreement with respect to the forms of the Transaction Documents at the end of the Negotiation Period, this Letter of Intent shall become null and void with no further force or effect.

The County agrees to take the lead in drafting the Transaction Documents.

9. **Real Estate Commission:** Both parties represent that no brokers or agents are involved in the transactions contemplated herein.
10. **Beneficiaries:** This Letter of Intent is made for the benefit of the County and Board and their respective successors.
11. **Applicable Laws:** This Letter of Intent and the transactions contemplated herein shall be governed by, construed and enforced in accordance with the laws of Howard County, Maryland and the State of Maryland. The parties agree that the exclusive venue for any and all actions

related hereto shall be the Circuit Court for Howard County, Maryland or the Maryland District Court for Howard County, Maryland, in any action or proceeding arising out of or relating to this Letter of Intent.

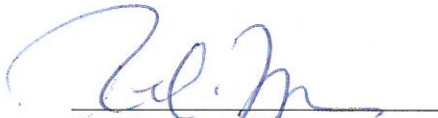
12. **Disclosure Cooperation:** Subject to the Maryland Public Information Act, the parties will cooperate with each other in making any public disclosure or issuing any press releases pertaining to this Letter of Intent or to the proposed transactions.

13. **Assignment:** This Letter of Intent is not assignable.

This Letter of Intent is not intended to be a contract between the Board and the County, but merely a statement of the general terms and conditions upon which the parties are willing to enter into certain transactions involving real property interests. The parties intend that neither shall have any contractual obligations whatsoever to the other with respect to the transactions referred to herein unless and until necessary approvals have been obtained and definitive agreements have been fully negotiated, executed and delivered by the parties.

The Letter of Intent will take effect upon execution by the two parties.

ATTEST/WITNESS



Dr. Renee A. Foose
Secretary-Treasurer

BOARD OF EDUCATION
OF HOWARD COUNTY
a body corporate and politic

By:  (SEAL)

Janet Siddiqui, M.D.
Chairman of the Board

Date: _____

This Letter of Intent has been reviewed and approved by me for the execution by the Board of Education of Howard County.

By: _____ (SEAL)



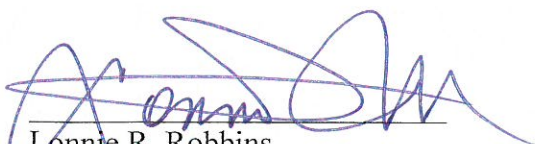
Dr. Renee A. Foose
Superintendent of Schools

HOWARD COUNTY, MARYLAND

By:  (SEAL)


Allan H. Kittleman
County Executive

Date: 9/18/2015

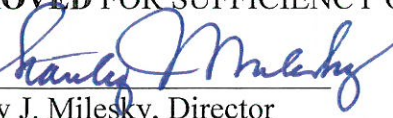


Lonnie R. Robbins
Chief Administrative Officer

APPROVED:


James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

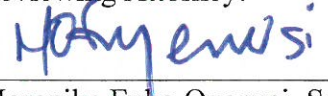

Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

this 8th day of September, 2015.


Gary W. Kuc
County Solicitor

Reviewing Attorney:


Morenike Euba Oyenusi, Sr. Assistant County Solicitor

- cc: Linda T. Wise, Deputy Superintendent of Schools
Bruce Gist, Executive Director, Facilities, Planning and Management, HCPSS
Beverly Davis, Executive Director, Budget and Finance, HCPSS
Daryl E. Paunil, P.E., Chief, County Bureau of Facilities
Tina D. Hackett, Chief, County Real Estate Services Division
Maryland State Department of Education