

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1080 – Public Works Agreement for
100 Resonance Way**

(Public Hearing)

Date: **7/19/2022**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

☐ FYI

☒ **Read and Comment as Needed**

☒ **Action Required by July 25 2022**

☐ In Confidential File Drawer

Approve:

Casi Boyer ☐ Yes ☐ No ☐ No Comment

Comment: _____

Dave Martin ☐ Yes ☐ No ☐ No Comment

Comment: _____

Jim Ringsaker ☐ Yes ☐ No ☐ No Comment

Comment: _____

Jason Robertson ☐ Yes ☐ No ☐ No Comment

Comment: _____

Tammy Lynn Schneegas ☐ Yes ☐ No ☐ No Comment

Comment: _____

Carolyn Zinner ☐ Yes ☐ No ☐ No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1080

Introduced by _____ Council President Ringsaker

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE ADOPTED PURSUANT TO THE AUTHORITY
OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE
LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE
OF MARYLAND AND SECTIONS 33 AND 34 OF THE HAVRE DE
GRACE CITY CHARTER, FOR THE PURPOSE OF APPROVING A
PUBLIC WORKS AGREEMENT FOR 100 RESONANCE WAY

On: July 18, 2022

at: 7:00 PM

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for July 25, 2022 at 6:00 p.m.

EXPLANATION

Underlining indicates matter
added to existing law.

[Bold Brackets] indicate matter
deleted from existing law.

Amendments proposed prior to
final adoption will be noted on a
separate page with line
references or by handwritten
changes on the draft legislation.

32 **WHEREAS**, IQEQ MEDICAL BUILDING LLC ("IQEQ") intends to purchase the
33 property known as 100 Resonance Way ("Property") which property has been vacant for a number
34 of years; and
35

36 **WHEREAS**, IQEQ has plans to establish a medical facility at the Property; and
37

38 **WHEREAS**, the agreement described below is necessary because although the Property is
39 within the jurisdictional limits of the Mayor and City Council of Havre de Grace ("City") the
40 Property is not currently connected to municipal water and sewer as required by the City Charter
41 and Code, and instead is serviced by a private well and septic system; and
42

43 **WHEREAS**, there is no municipal water and sewer connection near the Property, although
44 one is expected to be constructed on the east side of Bulle Rock Property at some unknown time
45 in the future as part of the development of the property known as the Green property; and
46

47 **WHEREAS**, IQEQ and the City have discussed the feasibility of allowing IQEQ to
48 develop 100 Resonance Way on the condition that it constructs temporary facilities to connect
49 with municipal water and sewer near the intersection of Bulle Rock Parkway and Monarchos Drive
50 ("Temporary Facilities") until such time as the municipal water and sewer lines are further
51 extended up the eastern side of Bulle Rock Parkway toward Level Road/Route 155; and
52

53 **WHEREAS**, the City's Director of the Department of Public Works and IQEQ have
54 negotiated the terms of a public works agreement ("PWA") attached hereto as Exhibit 1 to permit
55 the construction of the temporary facilities on the terms and conditions stated therein; and
56

57 **WHEREAS**, the City's decision to enter the Agreement is conditioned on IQEQ's
58 purchase of the Property;
59

60 **WHEREAS**, the City authorizes the Mayor to execute the PWA in substantially the same
61 form as attached hereto as Exhibit A as soon as the Property is transferred by Deed to IQEQ; and
62

63 **WHEREAS**, the City is entering the PWA for a public purpose.
64

65 **NOW THEREFORE**, it is this ____ day of _____ 2022, determined,
66 decided, and ordained by a majority of the City Council members that:
67

68 The Mayor is authorized to execute the Public Works Agreement attached as Exhibit
69 1 and to take such other action needed to facilitate the temporary connection of 100
70 Resonance Way to the municipal water and sewer systems on the terms and
71 conditions set forth therein, including the delegation of authority to the Director the
72 Department of Public Works.
73

74 The foregoing Ordinance is hereby approved by the City Council.
75

76 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____,
77 2022.

SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____, 2022.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 7/18/2022
Public Hearing: 7/25/2022
Second Reading/Adopted:
Effective Date:



Exhibit 1

City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410-939-1800

PUBLIC WORKS AGREEMENT: UTILITIES

THIS PUBLIC WORKS UTILITY AGREEMENT (this “**Agreement**”), made and executed this ____ day of _____, 2022 by and between the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a municipal corporation of the State of Maryland, hereinafter referred to as the “**City**”; and IQEQ MEDICAL BUILDING LLC, a Maryland limited liability company, hereinafter referred to as “**Owner**”.

RECITALS

WHEREAS, Owner acquired that certain parcel of real property located in Havre de Grace, Harford County, Maryland and more particularly described in Exhibit “A” attached hereto, together with the improvements thereon known as 100 Resonance Way (collectively, the “**Property**”), by Special Warranty Deed from MTBR Ventures LLC dated _____, 2022 and recorded among the Land Records of Harford County, Maryland in Liber ___, Folio ___ (the “**Deed**”); and

WHEREAS, Owner seeks to establish a medical facility at the existing building located on the Property; and

WHEREAS, although annexed into the City, the Property is not currently serviced by municipal water and sewer as required under the City Code and Charter for the City (the “**City Code**”); and

WHEREAS, the City is willing to allow the conversion of the Property to the medical facility planned by Owner on the condition that a plan to connect the Property to municipal water and sewer is established pursuant to the terms and conditions of this Agreement; and

WHEREAS, Owner agrees to construct a both (i) a temporary sanitary pump station on the Property and (ii) a force main within the existing road right of way along Bulle Rock Parkway from Resonance Way to Monarchos Drive (collectively, the “**Facilities**”) to allow for a temporary connection of the Property to municipal sewer until such time as City water and sewer lines are extended to the Property along Bulle Rock Parkway; and

WHEREAS, the parties hereto desire to set forth in writing their respective rights, liabilities and duties with regard to the subject matter described herein.

AGREEMENT

NOW, THEREFORE, WITNESSETH, that for and in consideration of the above recitals, which are incorporated herein, and the mutual conditions and promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

I. Documents

The following documents are hereby made a part of this Agreement, are incorporated herein by reference, and must be complied with by the Owner unless otherwise provided herein:

A. Exhibit "B" are copies of engineer drawings showing the location of the Facilities to be built which will service the Property (the "**Drawings**").

B. Exhibit "C" is a copy of the Deed showing Owner's fee simple ownership of the Property.

C. Exhibit "D" is a certificate of good standing for Owner issued by the Department of Assessments and Taxation of the State of Maryland on _____, 2022.

II. Service

The City agrees to provide to the Owner, subject to the terms and conditions hereinafter set forth, sewer service in an amount required to serve the Property, as depicted on the Drawings, contingent upon Owner constructing the Facilities as contemplated under this Agreement.

III. Design

The Owner has engaged an engineering firm to prepare all right-of-way descriptions, drawings and other engineering and survey work necessary to design, locate and construct the Facilities as shown on the Drawings. The Drawings shall be completed by the Owner and reviewed and approved by the City as provided herein, and any necessary permits including, but not limited to, wetlands, grading, SHA or any other local, state or federal permits must be obtained by the Owner prior to the start of construction.

City design review costs will be billed at the charge in effect at the time the work is performed by each engineer assigned by the City, said costs to be billed to and paid by the Owner on a monthly basis.

IV. Commencement of Construction

The Owner shall have nine (9) months following the date of execution of this Agreement in which to commence construction of the Facilities which are the subject of this Agreement. In the event the Owner fails to commence construction of the Facilities within nine (9) months following the date of execution of this Agreement or, if after having commenced construction, the Owner stops construction of the Facilities for a period in excess of six (6) consecutive months,

then this Agreement shall be null and void and of no further force and effect unless the City has granted an extension, in writing, at the request of the Owner.

If the Owner wishes to obtain an extension of the deadlines set forth in this Agreement, the Owner must submit a written request for an addendum to extend this Agreement. The City is under no obligation to extend this Agreement.

V. Acquisition of Rights-of-Way and Easements

A. It is anticipated that the force main that is part of the Facilities will be constructed within the existing road right of way along Bulle Rock Parkway from Resonance Way to Monarchos Drive. The City agrees to grant to Owner a license and temporary easement to access all property over which the City has control for the construction, operation, repair, inspection, alteration and maintenance of the Facilities constructed pursuant to this Agreement and for any future extension of the Facilities. In the event additional rights-of-way or easements are needed, the Owner shall engage a qualified engineering firm to prepare all necessary documents and Owner agrees to grant to the City all necessary rights-of-way and easements through any property over which the Owner has control for the construction, operation, repair, inspection, alteration and maintenance of the Facilities constructed pursuant to this Agreement and for any future extension of the Facilities. To the extent any portions of the Facilities are to be dedicated to the City, said rights-of-way and easements are to be granted at no cost to the City and must be recorded prior to operational approval of the Facilities to be dedicated.

B. To the extent that any off-site rights-of-way and easements are necessary for the construction, operation and maintenance of the Facilities through lands not owned or controlled by Owner, it is the Owner's responsibility to acquire, and record said rights-of-way and easements prior to approval of the Drawings by the City. The cost of any and all rights-of-way and easements shall be paid by the Owner.

The City, at its discretion, may assist in the acquisition of any needed right-of-ways and easements; however, it is understood and agreed that the City is under no obligation to so assist, and that the Owner has the ultimate responsibility for obtaining the necessary rights-of-way and easements and that the Owner shall reimburse the City for any costs associated with the rendering of such assistance. Any necessary Procurement Agent costs will be billed at the charge in effect at the time the work is performed by each Procurement Agent assigned by the City, said costs to be billed to and paid by the Owner on a monthly basis or at such frequency as the City determines.

C. If any portions of the Facilities are built outside of the recorded easement(s), the Owner, at its expense, must secure additional easement(s) or relocate the Facilities to the location depicted in the Drawings. The Owner shall hold the City harmless against any claims or damages related to or arising from the incorrectly located construction.

VI. Construction of the Facilities

A. Construction of the Facilities shall not commence until a pre-construction

conference has been held. The Owner shall contact the City to schedule the pre-construction conference. The Owner shall provide the City, at the time of the pre-construction conference, with a schedule of operations, a list of suppliers/sub-contractors and any applicable utility permits.

Prior to the pre-construction conference, (i) the Owner shall provide the City with original versions of the Drawings, and (ii) the Owner's engineer shall stake out the location of the Facilities.

B. The Owner agrees to construct the Facilities required in order to serve the Property in accordance with the Drawings and all applicable laws and regulations. The City shall not unreasonably withhold, condition or delay its approval and it shall act diligently to perform its duties as provided in this Agreement so long as the Drawings are in compliance with applicable laws and regulations.

C. The Owner, its successors or assigns and their agents, agrees to select utility contractors which are qualified to perform the work required under this Agreement and approved by the City; provided, that, the City hereby approves the following contractors:

The Owner shall not assign all or any part of the contract to construct the Facilities without the prior written approval of the City. Sub-contractors must be approved in writing by the City before they perform work on the Facilities. Written approval may include email communications from the Director of the Department of Public Works of the City (the "**Department of Public Works**"). Any approval required by the City under this Agreement shall not be unreasonably withheld, conditioned or delayed.

D. City inspection costs will be billed at the charge in effect at the time the work is performed by each inspector assigned by the City, said costs to be billed to and paid by the Owner on a monthly basis or such frequency as the City determines.

E. During construction, any and all revisions to the Drawings must be reviewed and approved in writing by the Department of Public Works before construction may proceed in accordance with the approved revised Drawings.

F. The Owner shall be responsible for all costs of the City associated with construction of the Facilities, including reasonable attorneys' fees incurred to review or prepare documents to facilitate the construction of the Facilities.

G. For all work done by Owner pursuant to the terms of this Agreement, the Owner agrees as follows:

1. At the Owner's sole expense, Owner shall construct and install the Facilities for the purpose connecting the Property to the City's existing sewer main located at Monarchos Drive and Bulle Rock Parkway. The Facilities will be deemed privately owned and operated and are being temporarily permitted by the City according to the terms of this Agreement until such time as City water and sewer lines are extended to the Property along Bulle Rock Parkway. The maintenance and repairs for the Facilities are the responsibility of the Owner.

2. No connection fees will be due during the time the Property is connected to the Facilities.

3. The Owner agrees that the City shall approve and inspect all locations and connections of the Facilities at the Owner's expense.

4. The land in which the Facilities shall be constructed shall be graded in such a manner so as to prevent the pocketing of storm water and so as to prevent storm water from concentrating on or causing a nuisance to such properties. Such work shall be in complete compliance with the City Code and any amendments thereto, and all other applicable Federal, State, and County laws and regulations.

5. If springs and groundwater are encountered during excavation the Owner shall be responsible for obtaining any Local, State and Federal permits required in order to implement dewatering. Means and methods of dewatering shall be the responsibility of the Owner and any detrimental condition resulting from this activity such as subsidence, impacts to wells, erosion, etc., shall be the Owner's sole responsibility. The Owner shall dewater the excavation in accordance with accepted practices in the industry. The Owner shall, at the Owner's sole cost, direct the water from such dewatering activities to the storm drain system through piping which has been approved in writing by the City or shall dispose of the water via other methods designed by the Owner and approved by the agency which has permitting authority over the dewatering.

6. The Owner shall complete trench excavation, backfill and compaction. Any tests to be performed thereunder shall be performed by a recognized soils consulting company, subject to prior approval of the City, which approval shall not be unreasonably withheld. All costs for such tests shall be borne by the Owner.

7. Building excavations shall be established and set above the one hundred (100) year flood level or hurricane tide elevations and with proper regard to drainage, sewer and street requirements and be in compliance with the City Code and amendments thereto.

VII. Operational Approval

Before operational approval of the Facilities can be granted by the City:

A. The Owner must complete all construction activities, including successful testing, cleaning, restoration and punch list items, if any.

B. The Owner is required to request an operational inspection.

C. The Owner is required to provide the City with certified as-built drawings.

D. The Owner is required to post a performance security as stated in the section entitled Maintenance Security, if required.

VIII. Performance Security

It is understood and agreed by all parties that the Owner is required to furnish a performance security (the "**Security**") only with respect to repairing the trenching between Resonance Way and Monarchos Drive. The City shall not issue a building and/or use and occupancy permit before the Owner furnishes the Security to the Department of Public Works in accordance with the following: (i) the Security shall be in favor of the City in accordance with the City Code; (ii) the Security shall be in a form and with a surety approved by the City, in an amount equal to the cost reasonably estimated by the City's engineer; and (iii) the Security shall secure the completion of the repair work concerning any trenching needed for installation of the Facilities.

In the event that the Department of Public Works is required to complete any or all of the work described in this Agreement and the expense of completion exceeds the amount of the Security, the Owner shall remain liable to the City for all expenses exceeding the secured sum and shall indemnify and save the City harmless from all acts of omissions of the Owner for work required under this Agreement.

IX. Maintenance Security

Since the Facilities will be privately owned and maintained, there will be no maintenance security required in connection therewith.

X. Project Acceptance

Since the Facilities will be privately owned and maintained until such time as the Owner connects to the Gravity Line (defined below) and the municipal water system, there will be no dedication of the Facilities.

XI. Special Conditions

A. Restoration of City Easements

When working in a City easement area, the Owner shall restore any disturbed areas to the same condition as exists on the date of this Agreement.

B. Building Permits

No building permits will be issued for the Property until the City has received a fully executed version of this Agreement, a copy of the Deed confirming transfer of the Property to Owner as of the date of this Agreement, and all other applicable requirements, including, but not limited to, posting performance securities except as otherwise agreed herein.

XII. Further Assurances

By execution of this Agreement, the Owner certifies that it is, at the time of execution of this Agreement, the fee simple owner of the Property. The Owner further agrees to obtain the

joinder or subordination of interest to this Agreement from any parties with an interest in the Property not a party hereto, including mortgages and other lienholders.

XIII. Abandonment of the Facilities

A. It is anticipated that in the future the City will construct a gravity sewer line (the "**Gravity Line**") close to the Property across Bulle Rock Parkway. At the time the City constructs the Gravity Line and the Gravity Line becomes operational, Owner will be required at its sole expense to construct and install a connection to the Gravity Line and to abandon the temporary Facilities constructed as part of this Agreement. As used herein, the terms "**abandon**" or "**abandonment**" shall mean Owner terminating its use of the Facilities and capping any portion of the Facility which shall remain in the ground and not in use.

B. The Owner will be charged the normal and customary Capital Cost Recovery Charges in effect at the time the connection is made to the Gravity Line.

C. The Owner agrees that the City shall approve and inspect all connections to the Gravity Line at the Owner's expense.

D. Owner agrees to abandon its private well on the Property (the "**Well**") and connect to the municipal water system when a City water line is extended to the Property along Bulle Rock Parkway.

E. Prior to abandonment of the Facilities and Well, determination of the daily sewage charge will be determined using a flow meter either at the force main or the Well, as determined by the City.

F. After abandoning the Facilities and Well, and upon connection to the City's water and sewer system as contemplated under this Agreement, the Owner shall pay connection charges, surcharges, recoupments, assessments, surtaxes, and all other fees (collectively, the "**Connection Charges**"), for the water and sewer service in accordance with the City Code, as amended, and any rules or regulations adopted thereto, at the rates that are in effect at the time the actual physical connection is made. The Connection Charges shall be paid at the time of connection and they shall be calculated at the rates in effect at the time the application for plumbing connection/service connection permit to the City system is made or anticipated to be made. In the event that the actual Connection Charges owed are greater than the Connection Charges paid at application, the Owner shall pay the difference to the City prior to the city approving the certification of occupancy.

G. After abandoning the Facilities and Well, and upon connection to the City's water and sewer system as contemplated under this Agreement, the Owner is responsible for paying publicly recorded or adopted recoupments and surcharges that are in effect at the time of application for plumbing connection/service connection permit to the City system upon connection to the Gravity Line and/or the water line as provided herein.

H. Unless otherwise provided herein, and after abandonment of the Well, water and sewer usage rates shall be billed on a volumetric basis for quantity of service provided in accordance with the rates, including minimum consumption, as established and revised from time

to time by the City. The Owner shall pay for any metering arrangement mutually agreed upon by the Owner and the City, and shall install said metering system which shall include, but not be limited to, meters, meter vaults, backflow prevention devices, and all appurtenances thereto at no cost to the City.

XIV. General Conditions

A. The parties hereto agree to execute such documents and instruments as may be necessary in order to fulfill the terms of this Agreement.

B. Any and all provisions of this Agreement may be freely amended, modified or canceled in whole or in part by the unanimous action of the parties hereto at any time. Any such amendment, modification or cancellation shall be effected by written instrument executed by all parties hereto.

C. If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision has not been contained herein.

D. Failure by any party to insist upon strict performance of any or all of the provisions of this Agreement shall not constitute a waiver of any other term, covenant, or condition of this Agreement.

E. This Agreement shall be subject to and governed by the laws of the State of Maryland, the City Code, and, when applicable, the County Code of Harford County.

F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

XV. Limits of Liability

A. The City shall not be responsible for delays in completion of the Facilities because of delays in the acquisition of rights-of-way and easements, funding procedures, a lack of funding sources, or other similar reasons occasioned by factors beyond the control of the City.

B. In the event of any delay in the performance of the terms and conditions of this Agreement by either party occasioned by unforeseeable causes beyond its control, including, but not limited to, acts of God, acts or decisions rendered by any federal, State of Maryland, Harford County or City of Havre de Grace governmental agency, moratoriums, fires, floods, nuclear waste discharge or disaster, unusually severe weather, the delays of subcontractors due to such enumerated or similar causes, or lack of capacity for service as described in this agreement, the other party agrees to extend the time for performance of the terms and conditions of this Agreement for the period of the delay.

C. The City does not guarantee to provide any sewage pumping, treatment and

transmission and collection capacity which is beyond the capacity of the existing pumping, treatment and transmission and collection facilities at the time that the actual connections to the facilities are desired.

D. Owner may neither (i) assign any of its rights, privileges, or immunities under this Agreement nor (ii) sell, reassign or transfer the water and sewer connections provided for herein without the prior written consent of the City, which may not be unreasonably withheld. Any proposed assignee must be deemed by the City to be financially solvent and responsible and able to perform the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals the day and year first above written.

WITNESS:

IQEQ MEDICAL BUILDING LLC,
a Maryland limited liability company

By:

Hyon K. Schneider, Authorized Person

STATE OF MARYLAND :
COUNTY OF _____ :

This record was acknowledged before me on the ____ day of _____, 2022 by Hyon K. Schneider, authorized agent of IQEQ Medical Building LLC.

Notary Public

My commission expires: _____

[signatures to continue on next page]

ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF HAVRE DE
GRACE

By:

William T. Martin, Mayor

STATE OF MARYLAND :
COUNTY OF HARFORD :

This record was acknowledged before me on the ____ day of ____, 2022 by William
T. Martin, the duly elected Mayor of the City of Havre de Grace.

Notary Public

My commission expires: _____

Approved for legal sufficiency this
____ day of _____,
2022

Recommended for approval this ____ day
of _____, 2022

April C. Ishak
City Attorney

Eric J. Millisor
Director of Public Works

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that certain lot or parcel of land situate and lying in the SIXTH ELECTION DISTRICT of Harford County, State of Maryland, being more particularly described as follows:

Lot No. 1 as shown on a plat entitled "**Final Plat One, Bulle Rock Corporate Park,**" recorded among the Land Records of Harford County, Maryland on June 17, 2004, in **Plat Book J.J.R. No. 115 Folio 21.**

BEING part of the property conveyed to MTBR Ventures LLC, a Pennsylvania limited liability company, by deed recorded among the Land Records in Liber 2983 at Folio 00341 and by deed recorded among the Land Records of Harford County, Maryland in Liber 4122 at Folio 479.

TOGETHER WITH the benefit of and **SUBJECT TO** the burdens of that certain Deed and Declaration of Easement dated June 12, 2008, and recorded among the Land Records of Harford County, Maryland in Liber 7855, folio 582.

EXHIBIT "B"
DRAWINGS

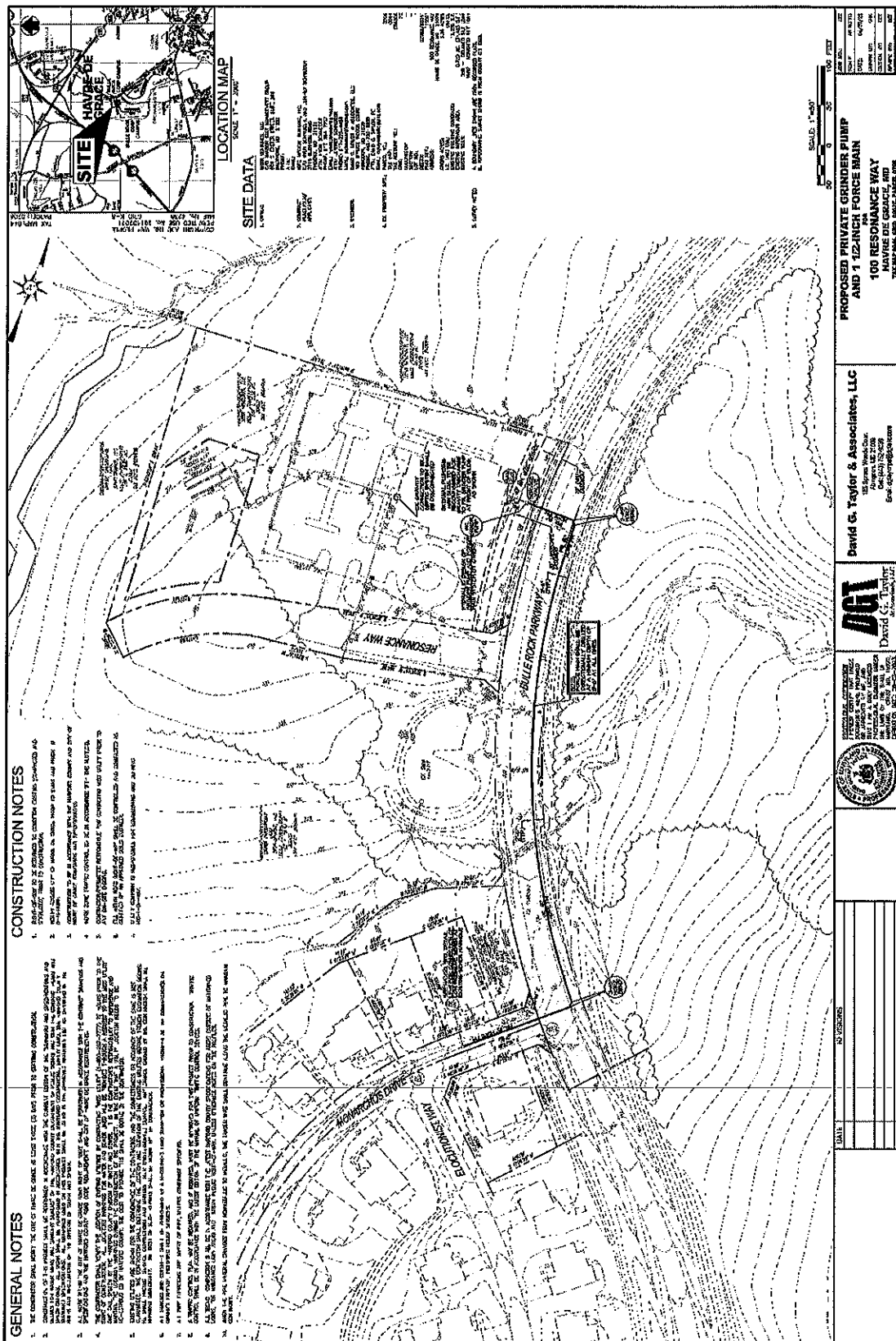


EXHIBIT "C"

DEED

This Deed, made as of the ____ day of August, 2022 by and between MTBR VENTURES LLC, a Pennsylvania limited liability company, party of the first part ("Grantor"), and IQEQ MEDICAL BUILDING LLC, a Maryland limited liability company, party of the second part ("Grantee").

WITNESSETH:

That for and in consideration of the sum of ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,775,000), receipt whereof is hereby acknowledged, Grantor does grant and convey unto Grantee, its successors and assigns, in fee simple as sole owner, the following described land and premises situate in the City of Havre de Grace, County of Harford, State of Maryland and known and described as:

BEING KNOWN AND DESIGNATED AS Lot No. 1 as shown on a plat entitled "Final Plat One, Bulle Rock Corporate Campus," recorded among the Plat Records of Harford County, Maryland on June 17, 2004, in Plat Book JJR No. 115 at Folio 21.

BEING part of the property conveyed to Abel Ventures, LLC, successor in interest to MTBR Ventures LLC, a Pennsylvania limited liability company, by deed recorded among the Land Records of Harford County, Maryland (the "**Land Records**") in Liber CGH No. 2983 at Folio 341, and by deed recorded among the Land Records in Liber CGH No. 4122 at Folio 479.

TOGETHER WITH the benefit and **SUBJECT TO** the burdens of that certain Deed and Declaration of Easement dated June 12, 2008 and recorded among the Land Records in Liber JJR No. 7855 at Folio 582.

AND FURTHER SUBJECT TO all matters of records or as are shown by that certain ALTA/NSPS Land Title Survey of the said land and premises prepared by Dietz Surveying Inc. dated April 4, 2022.

~~**TOGETHER WITH**~~ all of the buildings and improvements thereon and all of the ways, easements, rights, privileges and appurtenances to the same belonging or in any way appertaining, and all the estate of Grantor of, in, or out of the said land and premises.

AND Grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite.

AND by the execution of this Deed Grantor hereby certifies under penalties of perjury that (i) the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding or assumed by Grantee, is in the sum total as stated above and (ii) Grantor is a "resident entity" as defined in Code of Maryland Regulations 03.04.12.02N(11) for purposes of the exemption described in Section 10-912(d) of the Tax General Article, Annotated Code of Maryland.

IN TESTIMONY WHEREOF, Grantor, on the day and year first above written, has caused these presents to be signed on its behalf by the undersigned Authorized Person for MTBR LLC, sole member of Grantor.

MTBR VENTURES LLC,
a Pennsylvania limited liability company

By: MTBR LLC,
a Maryland limited liability company,
its sole member

By: _____ (SEAL)
George Philippou, Authorized Person

STATE OF MARYLAND :
CITY OF BALTIMORE : TO-WIT:

I HEREBY CERTIFY that on this _____ day of August, 2022, before me, a Notary Public of the referenced State, personally appeared George Philippou, who acknowledged himself to be an Authorized Person of MTBR LLC, sole member of MTBR VENTURES LLC ("Grantor") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Grantor by himself as such officer on behalf of Grantor.

Notary Public
Name of Notary: _____

My commission expires: _____

ATTORNEY CERTIFICATION

This is to certify that this document was prepared under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

Ann Clary Gordon, Esquire
Shapiro Sher Guinot & Sandler
250 West Pratt Street, Suite 2000
Baltimore, Maryland 21201

Grantor Address: MTBR VENTURES LLC
(In the State of Maryland) c/o Harbor East Management Group
650 South Exeter Street, Suite 200
Baltimore, Maryland 21202

Grantee Address: IQEQ MEDICAL BUILDING LLC
3718 Blenheim Road
Phoenix, Maryland 21131

Return Address: CHICAGO TITLE INSURANCE COMPANY
One South Street, Suite 1250
Baltimore, Maryland 21202
Attention: Jordan Steinfeld

Tax ID No. and Street Address for Property Transferred:

Lot 1 --- Tax account# 06-064566
100 Resonance Way
Havre de Grace, MD 21078

EXHIBIT "D"

CERTIFICATE OF GOOD STANDING

STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES, OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT IQEQ MEDICAL BUILDING LLC (W22575617), REGISTERED JANUARY 25, 2022, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JULY 14, 2022.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: O8q6ijp0RE__1tBeFo3TLg
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