

_____[Space above this Line is for Recording Information]_____

SANITARY SEWER

EASEMENT AGREEMENT

This SANITARY SEWER EASEMENT AGREEMENT (“Easement Agreement” or “Easement”) is made and entered into this ____ day of _____, 2025, by and between SLR FAIRGROUNDS A OWNER, LLC, a Delaware limited liability company, with an address of c/o Stockbridge Capital Group, LLC, 4 Embarcadero Center, Suite 3300, San Francisco, CA 94111 (“**Grantor**”), and the CITY OF DETROIT, operating by and through its WATER AND SEWERAGE DEPARTMENT, with its principal place of business located at 735 Randolph Street, Detroit, Michigan 48226 (“**Grantee**” or collectively, the “Parties” and each, without distinction, a “Party”).

RECITALS

- A. Grantor is the fee simple owner of a certain parcel of land located in the County of Wayne and State of Michigan, as more particularly described as Parcel A (“Grantor’s Parcel”) in the attached **Exhibit A**:

Parcel A:
Tax Identification Number(s): 01009845.007
More commonly known as: 20250 Woodward Avenue
- B. Grantor has constructed and installed a sanitary sewer and underground equipment and appurtenances for sanitary sewer facilities (“Equipment”) on its Parcel.
- C. Through a Bill of Sale, attached as **Exhibit B**, Grantor, or its successor or assigns, has sold its Equipment to Grantee.
- D. Now, having acquired the Equipment from Grantor, and to benefit the public, Grantee desires a permanent exclusive easement (“Easement”) over, across, and under a portion of Grantor’s Parcel to enable it to allow for vehicular and pedestrian access to operate, maintain and, as necessary, reconstruct, remove, relocate or repair improvements on underground sanitary sewer pipelines and underground and surface appurtenances and facilities with respect to such

pipelines ("Grantee's Facilities" or "Facilities"); and

- E. Grantor has decided to grant the Easement to Grantee in accordance with the terms provided within this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor conveys this Easement to Grantee subject to the following terms and conditions:

1. **Purpose(s)**. This Easement shall benefit the public and Grantee and serve the following purposes: (a) it shall provide ingress to and egress from Grantor's Parcel and other public road corridors and public rights of way for Grantees' vehicular or pedestrian traffic to access Grantees' Facilities; and (b) for Grantee, it shall provide accessibility to enable the same to work on its Facilities or for any other related purpose(s).

2. **Location**. The Easement shall be located in the area more particularly described in the attached **Exhibit C**, which Exhibit includes the legal description, Parcel Drawings, and Plans to reflect its location ("**Easement Area**").

3. **Access**. Grantee and its representatives have the right of pedestrian and vehicular ingress to and egress from the Easement Area over and across those portions of the Grantor's Parcel to its Facilities. Grantee's authorized agents, employees, contractors, subcontractors or other authorized personnel are collectively referred to as, "Grantee's Representatives".

4. **Grantor's Restricted Use of the Easement Area**.

- a. New Construction or Modification of Grantor's Parcel.

Except for any improvements or modifications, described or shown on the site plan for the development of Grantor's Parcel, including without limitation, all drives, driveways, roadways, walkways, pathways, lighting fixtures, streetlights, yard lights, berms and landscaping and any replacements of such improvements or modifications, all of which shall not constitute "Modifications" (hereinafter defined), Grantor shall not alter, disturb or modify the Easement Area from its current state as of the date of this Agreement ("**Modifications**"), which Modifications will impede Grantee's easy access to its Facilities. Such Modifications include, without limitation:

- 1) The construction or placement of obstructions or obstacles of any kind, such as walls, fences, hedges, structures, buildings, streetlights, power poles, or yard lights;
- 2) The use of the Easement Area for temporarily or permanently storing goods or equipment;
- 3) The construction of pavement, roadways or other surface and subsurface uses of the Property (including, without limitation, fences, trails, and bike paths); and
- 4) Any alteration which would impair lateral or subjacent support for Grantee's Facilities.

- b. Grantee's Sole Discretion to Approve Grantor's Subsequent Modifications.

Notwithstanding the above, in the event Grantor wants to make Modifications, Grantor shall obtain prior written approval from Grantee which approval shall not be unreasonably withheld as long as they do not interfere with Grantees' rights under this Agreement. If Grantee approves the Modification, Grantor shall be solely responsible for incurring all costs associated with its construction and maintenance and agrees to indemnify Grantee, as more fully reflected herein in Paragraph 6.

c. Grantor's Unauthorized Modifications.

In the event that Grantor does not obtain approval from Grantee and erects Modifications within the Easement area:

- 1) Grantee shall request in writing Grantor to dismantle and remove the Modifications, at its sole cost and expense.
- 2) In the event that Grantor fails to promptly remove unauthorized Modifications, within five (5) business days, Grantee shall be authorized to promptly dismantle and remove the same.
- 3) Once Grantee removes the unauthorized Modification, Grantor shall promptly reimburse Grantee for all costs incurred to have Grantee's Representatives remove, dismantle and dispose of the unauthorized Modifications.
- 4) Grantor agrees to waive all claims for damages against Grantee including, without limitation, those related to trespass or damage caused by Grantee's removal of such unauthorized Modifications and to indemnify Grantee for all costs raised by third parties, as reflected with more particularity herein in Paragraph 6.

d. Grantee's Exclusive Use of Easement Area.

Grantee shall have exclusive use of the Easement Area to accomplish its Purposes, including, without limitation, the right to install permanent sanitary sewer line location guideposts over its Facilities at reasonable intervals and at any points of deflection within said Easement Area.

Other public utilities or services, including without limitation, electrical, gas, telephone, data transmission, communication and cable ("Public Utilities") who seek to install equipment on Grantor's Parcel within the Easement Area shall first obtain an Easement Encroachment Permit from the Grantee.

As reflected with more particularity in Paragraph 6, Grantor agrees to indemnify Grantee and Grantee's Representatives if and to the extent Grantor authorizes third parties to perform work within the Easement Area without first obtaining an Easement Encroachment Permit from the Grantee.

5. **Grantee's Obligations Given Its Use of the Easement Area.**

a. Restoration of Easement Area.

After construction or other operations by the Grantee which disturb the surface of the Easement Area, Grantee will restore the general surface of the ground in compliance with all laws. Grantee shall replace seeding or sod as soon as practicable after completion of its work within the Easement Area.

b. Restoration of Real or Personal Property.

If Grantee's Representatives, through their use of vehicles or equipment in the Easement Area, directly cause damage to Grantor's real or personal property, as identified herein, Grantee will restore the same to the condition it or they were in prior to the damage taking place (except as to unauthorized Modifications).

6. **Grantor's Indemnification of Grantee.** Grantor agrees to indemnify, defend and hold harmless, Grantee and the City of Detroit, including, without limitation, officers, employees and agents (including Grantee's Representatives) against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants at the prevailing market rate for such services) which may be imposed upon, incurred by, or asserted against Grantee and the City as a result of the existence of and in accordance with the terms of this Agreement by reason of any of the following:

a. Any negligent or tortious act, error, or omission attributable, in whole or in part, to the Grantor or any of Grantor's agents with respect to this Agreement, generally, or activities occurring in connection with construction, inspection, maintenance and/or repair of work conducted in the Easement Area.

b. Any failure by the Grantor or any of Grantor's agents to perform their obligations either implied or expressed under this Agreement.

7. **Warranties.** Each Party makes the following warranties.

a. Grantor. Grantor warrants that it has all right, title, and interest in its Parcels and/or the Easement Area and the lawful authority to grant this Easement. Further, Grantor to the best of its knowledge represents that as of the effective date of this Agreement, Grantor's Parcels and/or the Easement Area do not contain Hazardous Materials and are not in violation of any Environmental Laws.

b. Grantee. Grantee warrants that it has the authority to enter into this Agreement on behalf of the public.

8. **Mutual Remedies.** In the event that Grantee or Grantor fails to perform any of their respective obligations hereunder ("Non-Performing Party"), either Party shall be entitled to all remedies available at law or in equity. In the event that either one is a Non-Performing Party, upon fourteen (14) days' prior written notice to the Non-Performing Party, the impacted Party shall have the right to perform such obligations. In that case, the Non-Performing Party shall be responsible for reimbursing the impacted party for any and all expenses and costs within forty-five (45) days after receipt of a statement reflecting actual costs.

9. **Notices.** Any notice required or permitted to be given hereunder or by law shall be in writing, addressed to Grantor or Grantee at the following addresses and given by one of the following methods: (a) delivery in person; (b) by a reputable prepaid overnight courier (such as UPS or Federal Express); or (c) mailed by certified mail, postage prepaid:

If to DWSD:

City of Detroit
Water and Sewerage Department
735 Randolph, Suite 900
Detroit, Michigan 48226
Attn.: Rasul Raheem, Esq.
General Counsel and Chief Compliance Officer

AND

Permitting and Stormwater Management Group
Detroit Water and Sewerage Department
6425 Huber Street
Detroit, Michigan 48211
Attn: Syed Ali, PE
Executive Management Team/Manager

If to SLR FAIRGROUNDS A OWNER, LLC:

c/o Stockbridge Capital Group, LLC
4 Embarcadero Center, Suite 3300
San Francisco, CA 94111
Attn: Nicole Stagnaro

10. **Miscellaneous.** The easements, covenants and restrictions contained herein shall run with the land so described herein and bind and benefit Grantor's and Grantee's successors and assigns. This Agreement may be amended, modified, or terminated at any time by a writing mutually agreed to by each of the parties hereto. This Agreement shall be governed by the laws of the State of Michigan.

11. **Termination.** Notwithstanding anything herein to the contrary, the Easement, this Agreement and the rights granted hereunder (i) shall terminate automatically upon Grantee's abandonment of Grantee's Facilities or Easement Area, and (ii) may be terminated by a written document recorded by the Wayne County Register of Deeds signed by Grantor and Grantee. Upon termination, Grantee, at its own cost and expense, shall promptly restore and remediate the Easement Area to the condition that existed immediately prior to the effective date of this Agreement.

12. **Due Authorization.** Each of the undersigned signatories warrants that s/he is duly authorized and empowered to execute this Agreement on behalf of the Grantor or the Grantee, as the case may be, and that the Grantor or the Grantee has taken all necessary action to approve the execution of this Agreement.

13. **Exemptions.** This Agreement is exempt from real estate transfer tax pursuant to MCL 207.505(a) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(a).

14. **Payment of Recording Costs.** Grantor agrees to pay fees associated with recording this Agreement with the Wayne County Register of Deeds.

Signature page to Easement Agreement follows

GRANTOR:

SLR FAIRGROUNDS A OWNER, LLC, a
Delaware limited liability company

By [Signature]
Name: Nicole Stagnaro
Its: Authorized Signatory

California
STATE OF San Francisco)
COUNTY OF San Francisco) ss:

The foregoing instrument was acknowledged before me this 11 day of April, 2025, by
Nicole Stagnaro, the Authorized Signatory of
SLR Fairgrounds A Owner, LLC, a Delaware limited liability company.



Notary's signature: [Signature]
Notary's Name: Renee Adams
Notary Public, State of California
County of San Francisco
My commission expires: October 21, 2027
Acting in San Francisco, County

Signature page to Easement Agreement follows

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF *San Francisco*)

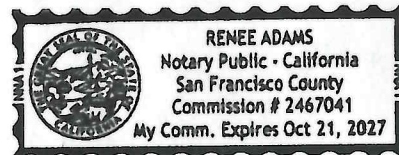
On April 11 2025, before me, Renee Adams, Notary Public, personally appeared Nicole Stagnaro, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pearce Adams

(Seal)



GRANTEE:

CITY OF DETROIT, a Michigan municipal corporation, acting by and through its WATER and SEWERAGE DEPARTMENT

By _____
Gary Brown
Its: Director

Approved as to form by DWSD General Counsel:

By: _____

General Counsel, DWSD

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Gary Brown, the Director of the Detroit Water and Sewerage Department, on behalf of the City.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

LIST OF EXHIBITS TO BE ATTACHED:

Exhibit A GRANTOR'S PARCEL
Exhibit B BILL of SALE
Exhibit C EASEMENT AREA

DRAFTED BY AND WHEN RECORDED MAIL TO:

City of Detroit, Water and Sewerage Department
Attn.: Rasul Raheem, Esq.
Chief Compliance Officer and General Counsel
735 Randolph Street, Suite 900
Detroit, Michigan 48226

Exhibits to Easement Agreement follow

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S PARCEL

EXHIBIT A
PARCEL A
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MI, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWN 01 SOUTH, RANGE 11 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, THENCE SOUTH 02 DEGREES 34 MINUTES 24 SECONDS EAST, 33.00 FEET ALONG THE WEST LINE OF SAID SECTION 2 TO THE SOUTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD (WIDTH VARIES), BEING THE NORTH LINE OF GERMAN'S MONTROSE-PARK SUBDIVISION AS SHOWN IN LIBER 29 OF PLATS, PAGE 83 OF THE WAYNE COUNTY RECORDS; THENCE NORTH 87 DEGREES 11 MINUTES 23 SECONDS EAST (BASIS OF BEARINGS), 1323.68 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD AND THE NORTH LINE OF SAID GERMAN'S MONTROSE-PARK SUBDIVISION TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION AND THE EAST LINE OF STATE FAIR SUBDIVISION NO. 2 AS SHOWN IN LIBER 28 OF PLATS, PAGE 20 OF SAID WAYNE COUNTY RECORDS, SOUTH 02 DEGREES 30 MINUTES 30 SECONDS EAST, 1006.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 30 MINUTES 30 SECONDS EAST, 351.13 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 18 SECONDS EAST, 347.11 FEET; THENCE SOUTH 01 DEGREE 48 MINUTES 52 SECONDS EAST, 321.42 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 34 SECONDS WEST, 882.44 FEET TO THE EAST LINE OF AN 11 ACRE PARCEL, AS DESCRIBED IN A RESOLUTION DATED AUGUST 2, 2018; THENCE ALONG THE LINES OF SAID 11 ACRE PARCEL THE FOLLOWING FIVE COURSES:

1) NORTH 02 DEGREES 26 MINUTES 39 SECONDS WEST, 312.98 FEET;
2) NORTH 87 DEGREES 50 MINUTES 31 SECONDS EAST, 30.51 FEET;
3) NORTH 02 DEGREES 26 MINUTES 39 SECONDS WEST 30.01 FEET;
4) NORTH 35 DEGREES 27 MINUTES 14 SECONDS EAST, 26.78 FEET; AND
5) NORTH 02 DEGREES 26 MINUTES 39 SECONDS WEST 306.83 FEET
TO THE SOUTH LINE OF SAID STATE FAIR SUBDIVISION NO. 2; THENCE ALONG SAID SOUTH LINE NORTH 87 DEGREES 33 MINUTES 22 SECONDS EAST, 490.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT AS CREATED, LIMITED AND DEFINED BY INSTRUMENT RECORDED APRIL 16, 2019 AS LIBER 54895, PAGE 403, WAYNE COUNTY RECORDS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT AS CREATED, LIMITED AND DEFINED BY INSTRUMENT RECORDED DECEMBER 12, 2022 AS LIBER 58002, PAGE 1070, WAYNE COUNTY RECORDS.

TOGETHER WITH AN EXCLUSIVE EASEMENT AS CREATED, LIMITED AND DEFINED BY INSTRUMENT RECORDED JANUARY 27, 2023 AS LIBER 58057, PAGE 1103, WAYNE COUNTY RECORDS.

STATE FAIR PARTNERS
PHASE 2B, LLC
8550 W. HIGGINS ROAD, SUITE 300
ROSEMONT, IL 60018

SHEET 1 OF 2
JULY 30, 2024
2024-1226

PEA
GROUP
1.846.812.086
www.peagroup.com

EXHIBIT B

BILL OF SALE

SLR FAIRGROUNDS A OWNER, LLC ("Seller"), a Delaware limited liability company, with an address of c/o Stockbridge Capital Group, LLC, 4 Embarcadero Center, Suite 3300, San Francisco, CA 94111, for and in consideration of the sum of One (\$1.00) Dollar, the receipt and sufficiency of which are acknowledged, does hereby grant, bargain, sell, and convey the following personal property "AS-IS" "WHERE-IS" to the CITY OF DETROIT, a Michigan municipal corporation, operating by and through its WATER and SEWERAGE DEPARTMENT ("Buyer"), whose principal place of business is located at 735 Randolph Street, Detroit, Michigan 48226:

The sanitary sewer line, including, without limitation, related sanitary sewer line facilities and system equipment constructed within the Easement Area ("Personal Property" or "Property"), more particularly described in Exhibit C in that certain Sanitary Sewer Easement Agreement, attached hereto and incorporated herein by reference.

Seller represents and warrants to Buyer that Seller is the current owner of the Property, that the Property is free and clear of all liens, charges, and encumbrances, that Seller has the right, power, and authority to sell the Property and deliver this Bill of Sale to Buyer, and that Seller will warrant and defend the same against the lawful claims and demands of third parties.

Upon Seller's transfer of this Bill of Sale to Buyer, the Property shall be under Buyer's sole and exclusive control. Accordingly, prospectively, Buyer shall own, operate, maintain and repair or replace the Property at its own expense and Seller shall have no further obligations in that regard.

Notwithstanding the above, Buyer shall not be liable in the event that a third-party files a claim or lawsuit against Seller and/or Buyer concerning activities which arose prior to the transfer of this Bill of Sale ("Claim"). In that event, Seller shall be solely liable for any damages attributable to the Claim.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of April __, 2025.

SELLER:

SLR FAIRGROUNDS A OWNER, LLC, a Delaware limited liability company

By _____

Name: Nicole Stagnaro

Its: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF *San Francisco*)

On April 11 2025, before me, Renee Adams, Notary Public, personally appeared Nicole Stagnaro, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Peter Adams

(Seal)



STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing Bill of Sale was acknowledged before me this _____ day of _____, 2025, by
_____, the _____ of SLR
FAIRGROUNDS A OWNER, LLC, a Delaware limited liability company.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

ACCEPTANCE

The undersigned Buyer hereby accepts the foregoing Bill of Sale and accepts title to the Property after the effective date hereof.

BUYER:
CITY OF DETROIT, a Michigan municipal
corporation, acting by and through its
WATER and SEWERAGE DEPARTMENT

By _____
Gary Brown
Its: Director

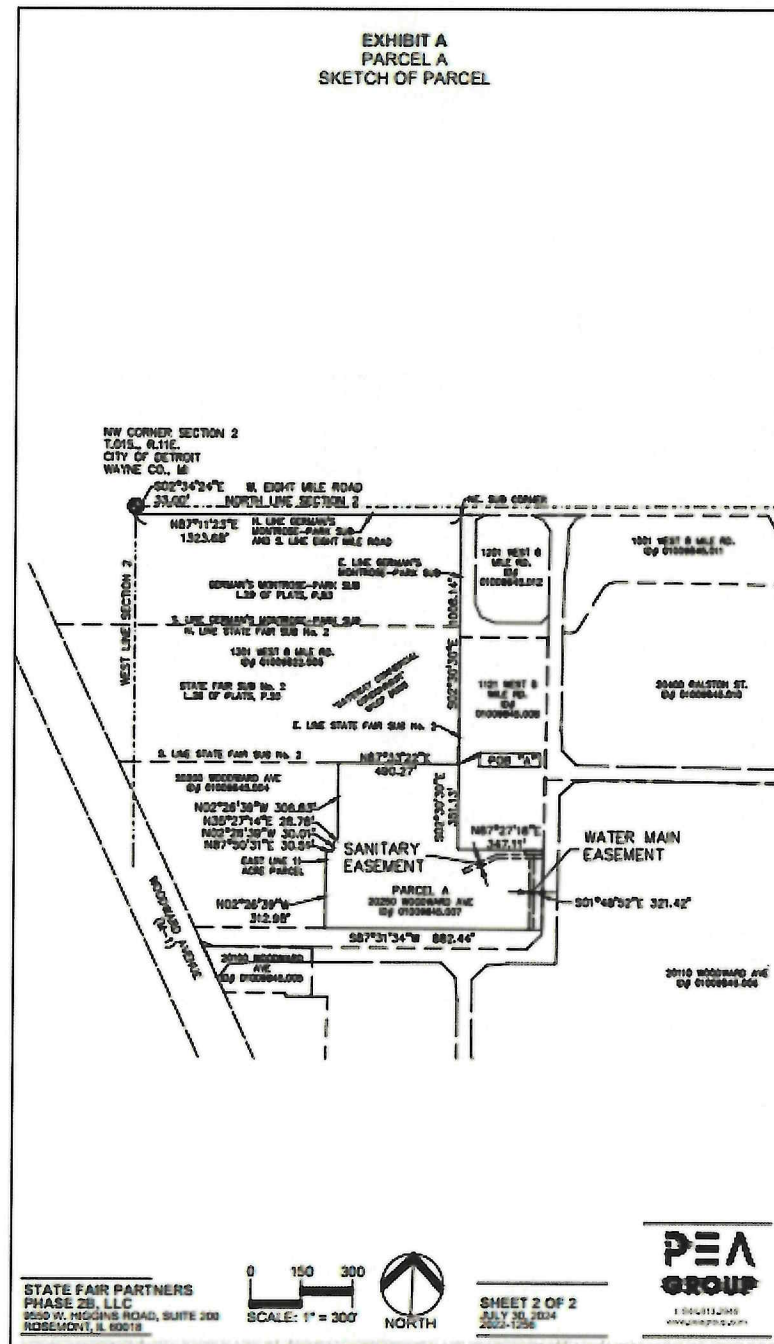
STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing Bill of Sale was acknowledged before me this _____ day of _____, 2025, by Gary
Brown, the Director of the Detroit Water and Sewerage Department, on behalf of the City.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

EASEMENT AREA

EXHIBIT A
PARCEL A
SKETCH OF PARCEL



**EXHIBIT C
SANITARY SEWER EASEMENT
LEGAL DESCRIPTION**

LEGAL DESCRIPTION:

BEING A 15 FOOT WIDE SANITARY SEWER EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWN 01 SOUTH, RANGE 11 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, THENCE SOUTH 02 DEGREES 34 MINUTES 24 SECONDS EAST, 33.00 FEET ALONG THE WEST LINE OF SAID SECTION 2 TO THE SOUTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD (WIDTH VARIES), BEING THE NORTH LINE OF GERMAN'S MONTROSE-PARK SUBDIVISION AS SHOWN IN LIBER 29 OF PLATS, PAGE 83 OF THE WAYNE COUNTY RECORDS; THENCE NORTH 87 DEGREES 11 MINUTES 23 SECONDS EAST (BASIS OF BEARINGS), 1323.68 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD AND THE NORTH LINE OF SAID GERMAN'S MONTROSE-PARK SUBDIVISION TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION AND THE EAST LINE OF STATE FAIR SUBDIVISION NO. 2 AS SHOWN IN LIBER 28 OF PLATS, PAGE 20 OF SAID WAYNE COUNTY RECORDS, SOUTH 02 DEGREES 30 MINUTES 30 SECONDS EAST, 1806.14 FEET; THENCE CONTINUING SOUTH 02 DEGREES 30 MINUTES 30 SECONDS EAST, 351.13 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 18 SECONDS EAST, 347.11 FEET; THENCE S01°48'52"E, 19.32 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SANITARY SEWER EASEMENT THE FOLLOWING SIX (6) COURSES:

- 1) S01°48'52"E, 15.00 FEET;
- 2) S87°20'10"W, 186.70 FEET;
- 3) S62°51'30"W, 145.05 FEET;
- 4) N27°08'30"W, 15.00 FEET;
- 5) N62°51'30"E, 148.30 FEET;
- 6) N87°20'10"E, 190.18 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.12 ACRES OF LAND, MORE OR LESS.

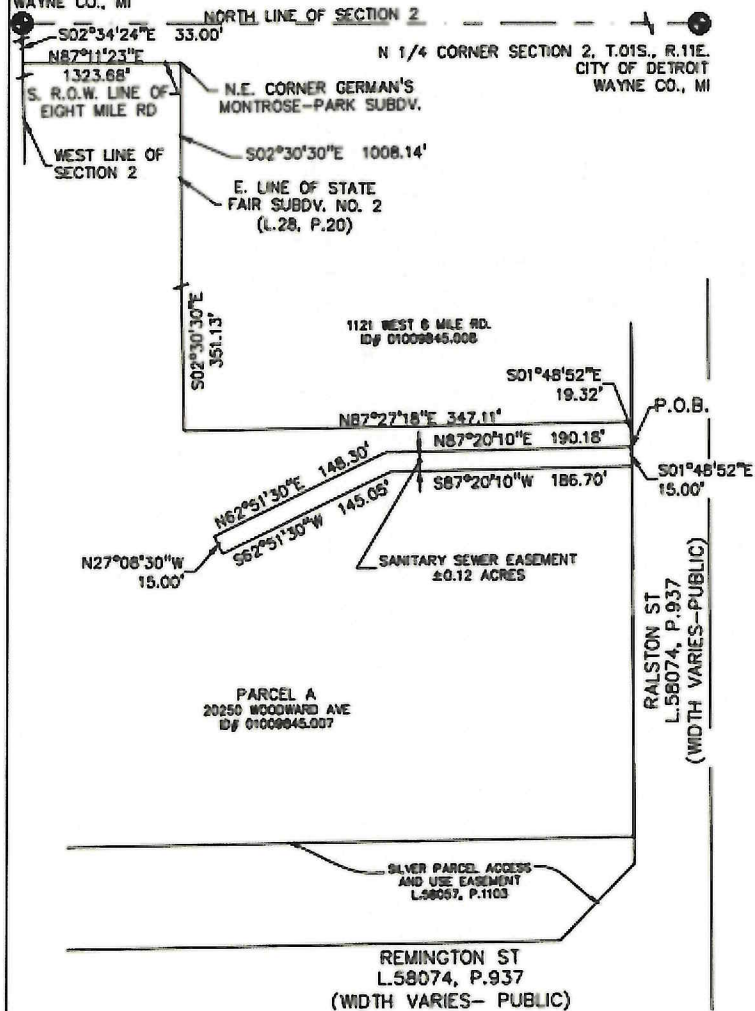
STATE FAIR PARTNERS
PHASE 2B, LLC
8650 W. MORTON ROAD, SUITE 200
ROSEMONT, IL 60018

SHEET 1 OF 2
JULY 30, 2024
3022-1236

PEA
GROUP
1.815.912.2165
www.peagroup.com

P.O.C.
NW CORNER SECTION 2, T.01S., R.11E.
CITY OF DETROIT
WAYNE CO., MI

N 1/4 CORNER SECTION 2, T.01S., R.11E.
CITY OF DETROIT
MAN'S WAYNE CO., MI



**STATE FAIR PARTNERS
PHASE 2B, LLC**
9550 W. HIGGINS ROAD, SUITE 200
ROSEMONT, IL 60018



SHEET 2 OF 2
JULY 30, 2024
2002-1236



**LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

I, Terrence E. Fancher, acting on behalf of SLR FAIRGROUNDS A OWNER, LLC, a Delaware limited liability company (the "Company"), **DO HEREBY CERTIFY** that I am an Authorized Signatory of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Authorized Signatories of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in this Sanitary Sewer Easement Agreement between the Grantor (SLR FAIRGROUNDS A OWNER, LLC) and the Grantee (the City of Detroit operating through DWSD):

Nicole Stagnaro

FURTHER, I CERTIFY that all necessary approvals by the Sole Member of the Company have been obtained with respect to the execution of this Agreement.

IN WITNESS THEREOF, I have set my hand this 11 day of April, 2025.

COMPANY SEAL
(if any)



Name: Terrence E. Fancher
Authorized Signatory of the Company

CONSENT AND SUBORDINATION OF MORTGAGEE

NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company, whose address is 51 Madison Avenue, New York, New York 10010-1603, mortgagee of the Grantor Parcel, pursuant to a Mortgage recorded in Liber _____, Page __, Wayne County Records, (the "Mortgage") hereby consents to the foregoing Sanitary Sewer Easement Agreement and agrees that its Mortgage shall be subject and subordinate to the foregoing Sanitary Sewer Easement Agreement.

NEW YORK LIFE INSURANCE COMPANY,
a New York mutual insurance company

By: Alana Moran
Name: Alana Moran
Title: Corporate Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 14th day of April in the year 2025 before me, the undersigned, a Notary Public in and for said state, personally appeared Alana Moran, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Vanessa M. Hill
Signature of Notary Public

VANESSA M. HILL
Notary Public, State of New York
No. 01HI6031892
Qualified in Bronx County
Commission Expires 2-27-26