

EXHIBIT 5

CONSENT OF EASEMENT HOLDER

The City of Detroit (the "**City**"), by and through its Water and Sewerage Department ("**DWSD**"), the holder of certain easement rights across the property located at 16951 Telegraph Road, City of Detroit, Wayne County, Michigan (the "**Property**"), hereby provides Knight Enterprises, Inc., and its consultant, BLDI, LLC, with this Consent of Easement Holder (this "**Consent**") in favor of the Michigan Department of Environment, Great Lakes, and Energy ("**EGLE**") and hereby consents to the recording of the land and resource use restrictions specified in this Declaration of Restrictive Covenant For a Restricted Nonresidential Corrective Action (EGLE Reference No: RC-RRD-213-25-171) (the "**Restrictive Covenant**").

This Consent relates solely to the Restrictive Covenant as attached hereto; no amendment which increases any restrictions within the Easement Area shall apply without DWSD's prior written consent.

1. Subordination; Preservation of Operational Rights. The City agrees that its easement rights in the Property (the "**Easement Area**") shall be subject to, and subordinate to, the terms of the Restrictive Covenant; provided, however, that, subject to the terms of Section 2 of this Consent, nothing herein shall diminish or impair DWSD's rights to access, inspect, operate, maintain, repair, replace, improve, and construct facilities or infrastructure within the Easement Area, including without limitation inspection, cleaning, valve/hydrant work, manhole work, service/tie-ins, and construction of replacements or appurtenances.
2. Compliance with Environmental Requirements. In exercising its rights, the City will comply with applicable federal, state, and local environmental laws and regulations, including soil management requirements under the Restrictive Covenant, while carrying out its statutory obligation to provide continuous water and sewerage service to the public. For planned, non-emergency intrusive work in the Easement Area, the City will provide prior written notice to the Property owner's designated contact and, where applicable, will coordinate reasonable soil management measures under the Restrictive Covenant.
3. Emergency Actions. Notwithstanding anything herein, DWSD retains the right to enter the Easement Area at any time, without prior notice, to perform emergency work necessary to protect public health, safety, or welfare, or to maintain continuity of water and sewerage services. DWSD will provide post-action notice to the owner of the Property and, as required by law, to EGLE.
4. No Waiver; Governmental Powers. Nothing herein waives DWSD's easement rights or the City's police powers. This Consent creates no third-party beneficiaries, except that EGLE retains all enforcement rights granted by law and under the Restrictive Covenant.
5. Duration; Conflicts. This Consent remains effective only while the Restrictive Covenant remains in effect and terminates automatically upon its termination. If a direct conflict arises between the Restrictive Covenant and this Consent within the Easement Area, the City will coordinate with EGLE to implement the necessary work in a manner that protects public health and safety while maintaining essential public services and compliance with the Restrictive Covenant.

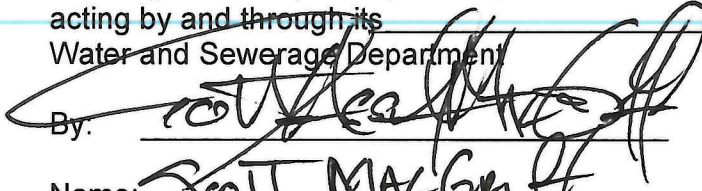
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**SIGNATURE PAGE
TO
CONSENT OF EASEMENT HOLDER**

IN WITNESS WHEREOF, DWSD has caused this Consent of Easement Holder to be executed on behalf of the City by its duly authorized representative this 28th day of OCTOBER, 2025.

DWSD:

CITY OF DETROIT,
a Michigan municipal corporation,
acting by and through its
Water and Sewerage Department

By: 

Name: SCOTT MACGRIFF

Its: General Council

Date: 28 October 2025

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this OCTOBER 28, 2025 by SCOTT MACGRIFF, GEN. COUNSEL of the CITY OF DETROIT, a Michigan municipal corporation, on behalf of the corporation.


Notary Public Signature

JONATHAN DEMERS
Notary Public Name (Please Print)

County of: WAYNE

My commission expires: 02/2028
Acting in the County of: WAYNE