

UTILITIES TRANSFER AGREEMENT (Cornwell Place)

This agreement ("**Agreement**") is entered into by and between the **CITY OF ANN ARBOR** (the "**City**"), a Michigan municipal corporation, whose address is 301 East Huron Street, Ann Arbor, Michigan 48104, and **THE REGENTS OF THE UNIVERSITY OF MICHIGAN** (the "**University**"), a Michigan Constitutional corporation, whose address is 326 E. Hoover Street, Ann Arbor, Michigan 48109-1002. The City and the University are, at times, each referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. On [REDACTED], 2025, the City of Ann Arbor City Council approved Resolution **R-25-XXX**, attached as **Exhibit A**, approving the University's application to vacate Cornwell Place and vacating all City rights in the Cornwell Place public right-of-way, a dead-end City street that runs east from North Ingalls Street and which is a part of Laurence and Maynard's Addition to Ann Arbor dated August 8, 1848, recorded at Liber 27, Page 472 in the Washtenaw County Register of Deeds, in connection with the University's plans to develop a new childcare center along Cornwell Place and because: i) the University owns all the properties on and along Cornwell Place; ii) Cornwell Place serves no public or other private users; and iii) as a dead-end street, the vacation will not impact the City's transportation network or public vehicular or pedestrian access.

B. Within the vacated Cornwell Place right-of-way there are certain City-owned and operated public utility pipes and appurtenances (water, sanitary sewer, and storm sewer) which serve only University properties, and the City has determined there is no longer a public need for these utilities and desires to transfer ownership of and responsibility for these utilities to the University.

C. The University owns real property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 314 N. Ingalls Street, Parcel No. 09-09-28-200-016 and 415 Glen Avenue, Parcel No. 09-09-28-200-032, all as described in **Exhibit B** attached hereto and made a part of this Agreement (the "**Property**").

D. An indenture dated October 25, 1947 and recorded in Liber 472, Page 122 of the Official Records of Washtenaw County, Michigan, granted an easement to the City for uses including the installation and maintenance of sanitary and storm sewers in, under, through, on, over and across that portion of the Property described therein (the "**1947 Easement**").

E. An Easement Agreement dated October 17, 2017 and entered into by and between the University and the City, and recorded in Liber 5228, Page 836 of the Official Records of Washtenaw County, Michigan, granted an easement to City for uses including the installation and maintenance of a sanitary sewer, piping and appurtenances in, under, through, on, over and

across that portion of the Property described therein (the “**2017 Easement**”).

F. The City owns and operates certain sanitary sewer and storm sewer pipes and appurtenances presently existing on the Property and within the 1947 Easement and the 2017 Easement, and the City has determined that because they serve only University property, there is no longer a public need for the 1947 Easement, the 2017 Easement, and the sanitary and storm sewer utilities therein.

G. The City and the University are parties to a certain Agreement between the City of Ann Arbor and the Regents of the University of Michigan for Right-of-Way Occupancy by Telecommunication Duct Bank Facilities Within Cornwell Place and Catherine Street, dated September 24, 2014, and a certain Agreement between the City of Ann Arbor and the Regents of the University of Michigan for Right-of-Way Occupancy by Electrical Duct Bank Facilities Within Cornwell Place, dated September 24, 2014 (collectively, the “**Duct Bank Agreements**”), wherein the City granted the University a right to install, maintain, alter, repair and reconstruct Telecommunication Duct Bank Facilities and Electrical Duct Bank Facilities, respectively, within the Cornwell Place right of way.

H. Thus, on _____, 2025, the City of Ann Arbor City Council approved Resolution **R-24-XXX**, a certified copy of which was recorded with the Washtenaw County Register of Deeds on _____, 2025, in Liber _____, page _____, which in addition to vacating the Cornwell Place public right-of-way, also released all its rights and interests in the 1947 Easement, the 2017 Easement, and the Duct Bank Agreements as they pertain to the Cornwell Place right of way.

I. The City now desires to transfer ownership of and responsibility for the water, sanitary sewer, and storm sewer utility pipes and appurtenances (the “**Utilities**”) within the vacated Cornwell Place right-of-way and on the Property and within the released 1947 Easement and 2017 Easement to the University and enter into a Utility Access License Agreement relating to a City sanitary sewer pipe and appurtenances located on University Property west of Glen Avenue.

J. The University is willing to accept ownership of and responsibility for the Utilities for use as private customer utility piping and appurtenances serving only University property.

K. The Parties now desire to memorialize the terms of their agreement.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged, but for no monetary consideration, the City and the University agree as follows:

1. The foregoing recitals are part of the Agreement.
2. The City hereby transfers and conveys to the University and the University accepts all ownership, right, title, interest in, and responsibility for the Utilities, as more specifically described and depicted below, as-is and with no warranty or representation as to their condition or fitness for any purpose:
 - a. A 6-inch water main and a 1.5-inch water main located within the vacated Cornwell Place right-of-way connecting into N. Ingalls Street, **see Exhibit C**. The University acknowledges the City is not requiring that a check valve in the water piping at the

boundary between N. Ingalls Street and the vacated Cornwell Place right-of-way to separate it from the City's public water utility system be installed before execution of this Agreement, but the City may in its sole discretion install the check valve at the University's cost or it may require that it be installed by the University as part of the University's development of the surrounding area.

- b. An 8-inch sanitary sewer main and appurtenances starting from N. Ingalls Street where it meets the vacated Cornwell right-of-way, east and through and within the vacated Cornwell Place right-of-way, then south onto and across 314 N. Ingalls Street where it becomes a 10-inch sanitary sewer, then east to a City-owned 24-inch sanitary sewer main, **see Exhibit D**. The 24-inch sanitary sewer shall remain City-owned.
 - c. At the west end of the vacated Cornwell Place right-of-way two storm sewer inlets/catch basins and the 12-inch storm sewer pipes connecting to a storm sewer manhole in N. Ingalls Street, and the 12-inch storm sewer pipe extending south onto and across 314 N. Ingalls Street continuing south to where it becomes an 18-inch storm sewer pipe, then east and northeast to where it connects into a storm sewer manhole for the 30-inch City-owned storm sewer pipe in Glen Avenue right-of-way, **see Exhibit E**.
3. The University accepts and assumes all obligations incidental to ownership of the Utilities, including maintenance, repair and replacement, and it shall comply with all laws and other requirements related to the Utilities. The City shall have no further obligation related to the Utilities.
4. The Utilities will remain connected to public utility systems and continue to provide utility service to University property as-is. This Agreement does not change the service and only changes the ownership of and responsibility for the Utilities.
5. The University waives and releases all claims against the City, its elected officials, officials, officers, employees, agents, contractors and fiduciaries related to the vacated Cornwell Place right-of-way, the 1947 Easement, the 2017 Easement, and the Utilities.
6. To the extent permitted by law, (a) the University shall indemnify, defend and hold harmless the City, its elected officials, officials, officers, employees, agents, contractors and fiduciaries from and against all claims related to the vacated Cornwell Place right-of-way, the 1947 Easement, the 2017 Easement, and the Utilities, which are caused by the University and accrue from and after the Effective Date, and (b) the City shall indemnify, defend and hold harmless the University, its Regents, officials, officers, employees, agents, contractors and fiduciaries from and against all claims related to the vacated Cornwell Place right-of-way, the 1947 Easement, the 2017 Easement, and the Utilities, which have accrued prior to the Effective Date.
7. The City and University agree to execute a Utility Access License Agreement in a form substantially similar to that attached as **Exhibit F**, granting the City access to and occupancy of that portion of the Property described and depicted in such exhibit for the existing 24-inch sanitary sewer main located west of Glen Avenue.
8. Each person signing this Agreement represents and warrants that they have authority to sign it on behalf of the respective Party for which they are signing.

9. This Agreement shall run with the land and shall bind and benefit the University, the City, and their respective successors and assigns.
10. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements and understandings of the Parties with respect to its subject matter.
11. Nothing in this Agreement shall be construed to limit City's regulatory authority or waive any immunity to which the City or the University is entitled to under law.
12. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in force.
13. The Parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.
14. This Agreement will become effective when all Parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last Party to sign it.

[Signatures on next page]

THE REGENTS OF THE UNIVERSITY OF MICHIGAN,

a Michigan constitutional corporation

By: _____
Geoffery S. Chatas

Its: Executive Vice President and Chief Financial Officer

**STATE OF MICHIGAN
COUNTY OF WASHTENAW**

The foregoing instrument was acknowledged before me this _____ day of _____
2025, by Geoffery S. Chatas, Executive Vice President and Chief Financial Officer, of The
Regents of The University of Michigan, a Michigan constitutional corporation.

Notary Public

County, Michigan
Acting in Washtenaw County
My Commission Expires:

[Signatures continued on next page]

**CITY OF ANN ARBOR,
a Michigan municipal corporation**

By: _____

Christopher Taylor

Its: Mayor

By: _____

Jacqueline Beaudry

Its: City Clerk

**STATE OF MICHIGAN
COUNTY OF WASHTENAW**

The foregoing instrument was acknowledged before me this _____ day of _____
2025, by Christopher Taylor and Jacqueline Beaudry, Mayor and City Clerk, respectively, of The
City of Ann Arbor, a Michigan municipal corporation.

Notary Public

_____ County Michigan
Acting in Washtenaw County
My Commission Expires:

[Signatures continued on next page]

Approved as to substance:

Milton Dohoney Jr.
City Administrator

Sue F. McCormick, Interim Public
Services Area Administrator

Approved as to form:

Atleen Kaur, City Attorney

Prepared By and When Recorded Return To:
Timothy S. Wilhelm (P67675)
Office of the City Attorney
City of Ann Arbor
301 E. Huron Street, POB 8647
Ann Arbor, MI 48103-8647

Tax ID Nos: 09-09-28-200-016; 09-09-28-200-032

Exhibit A

Resolution R-25-XXX vacating Cornwell Place Right-of-Way

Exhibit B

Description of Property

PARCEL 09-09-28-200-016 (314 N. INGALLS ST.)

LOTS 1 THRU 16 B4 & 5 R13E LAURENCE & MAYNARDS ADD VACATED TWELFTH ST
ADJ ON E LOT 7 W 66 FT OF S 174 FT LOT 12 EXC PAR IN NE COR LAURENCE &
MAYNARDS ADD LOTS 6 7 W 118 FT LOTS 8 & 9 B3N R13E LAURENCE & MAYNARDS
ADD ALSO LOTS 1 & 2 AND S 39 FT LOT 3 B4 & 5N R13E EASTERN ADD & N 20 FT LOT 1
ALL LOT 2 LOT 3 EXC W 21 FT ALL LOTS 4 & 5 B3N R13E EASTERN ADD

PARCEL 09-09-28-200-032 (415 GLEN AVE.)

N 47 FT LOT 4 B4 N R13E EASTERN ADDITION N 27 FT LOT 3 & ALL LOT 4 B4 & 5N R13E
EASTERN ADDITION

Exhibit C
Water Utilities Transferred

Exhibit D

Sanitary Sewer Utilities Transferred

Exhibit E

Storm Sewer Utilities Transferred

Exhibit F

**Proposed Utility Access and Occupancy License Agreement
for Existing 24-inch Sanitary Sewer**