

UTILITIES TRANSFER AGREEMENT  
(John Street)

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 \_\_\_\_\_, 2026, the City of Ann Arbor City Council approved Resolution R-26-\_\_\_\_, attached as Exhibit A, approving the University’s application to vacate John Street and vacating all City rights and interests in the John Street public right-of-way, a one-block street extending between South Fifth Avenue and South Division Street, in connection with the University’s plans to develop its Central Campus Student Housing Complex and because: i) the University owns all the properties on both sides along John Street; ii) John Street serves no public or other private users; and iii) the vacation will not impact the City’s transportation network or public vehicular or pedestrian access.

B. Within the vacated John Street right-of-way there are certain City-owned and operated public utilities, specifically sanitary sewer and storm sewer piping and appurtenances, (“Utilities”) 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 them to the University.

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

D. 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. An 8-inch sanitary sewer main and appurtenances starting from and including structure 71-71379 within the vacated John Street right-of-way and then westward to structure 71-074043 and then to structure 71-71363 located within South Fifth Avenue, see Exhibit B attached. Structure 71-71363 will remain City-owned.
  - b. Storm sewer catch basins 88-63950 and 88-057030 located in the vacated John Street right-of-way and the associated storm sewer piping between those structures and structure 92-61192 located within South Fifth Avenue, see Exhibit B attached. Structure 92-61192 will remain City-owned.
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. Nothing in this Agreement prevents or prohibits the Utilities from being abandoned and/or demolished in compliance with City requirements and applicable law.
  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 John Street right-of-way 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 John Street right-of-way 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 John Street right-of-way and the Utilities, which have accrued prior to the Effective Date.
  7. 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.
  8. This Agreement shall run with the land and shall bind and benefit the University, the City, and their respective successors and assigns.
  9. 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.
  10. 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.
  11. 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.

12. 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.

13. 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: \_\_\_\_\_  
Robert A. Hewlett III

Its: Interim Executive Vice President and Chief Financial Officer

**STATE OF MICHIGAN  
COUNTY OF WASHTENAW**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2026, by Robert A. Hewlett III, Interim 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 \_\_\_\_\_ 2026, 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 by:**

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Milton Dohoney Jr.  
City Administrator

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Jordan Roberts, , Public  
Services Area Administrator

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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

**Exhibit A**  
**City Council Resolution R-26-\_\_\_ vacating John Street Right-of-Way**

**Exhibit B**  
**Utilities Transferred**