

Sanitary Ownership Transfer Agreement

Between

City of Columbus, OHIO

Department of Public Utilities,

Division of Water Reclamation

And OhioHealth Corporation

Purpose Statement

This Agreement ("Agreement") is made this 10 day of December, 2025, by and between OhioHealth Corporation, an Ohio nonprofit corporation, having an address of 3430 OhioHealth Parkway, Columbus, Ohio 43202 ("OhioHealth"), and the City of Columbus, Ohio, Department of Public Utilities, Division of Water Reclamation (herein referred to as "City of Columbus").

WHEREAS, in connection with its construction of a new cancer center adjacent to The OhioHealth Blom Administrative Campus (the "Project"), OhioHealth needs to reroute a portion of the existing sanitary sewer system which will be constructed beneath the proposed building.

WHEREAS, in order to comply with the requirement that the sanitary sewer system be private when constructed under a building, OhioHealth Corporation seeks to take ownership of the existing sanitary sewer system.

NOW, THEREFORE, the parties hereby agree as follows:

OhioHealth, as the owner of property identified by Franklin County Auditor parcel number 010-183740 (the "Property"), hereby accepts and the City of Columbus hereby relinquishes, any and all rights and ownership related to the following described sanitary sewer system, (the "Sewer") currently owned and maintained by the City of Columbus. The Sewer consists of a 12-inch and 15-inch sewer, originally built as part of the plan CC17810, that is located approximately 400 feet from the intersection of West North Broadway and OhioHealth Parkway and extends to south and east through the property as the same is more particularly depicted on Exhibit A hereto.

The Parties both agree and understand that the Parties are working towards all proper approvals, permits and licensing for the rerouting of the sanitary sewer main, pursuant to plan CC 20794, and that this agreement is requisite for OhioHealth to perform any necessary abandonment, removal or capping of the Sewer.

OhioHealth acknowledges that such responsibility includes, but is not limited to, maintenance, repair, rehabilitation, construction, reconstruction, following proper standards and procedures for abandonment, and/or compliance with any applicable laws, rules, regulations, or standards. OhioHealth shall be responsible for any liability, claim, loss, damage or expenses, including, reasonable attorney fees arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the term of this Agreement, as

determined by a court of competent jurisdiction. Following the transfer of ownership, OhioHealth acknowledges that the City of Columbus shall have no responsibility related to the Sewer or for any claims, damages, or other liability arising out of or in relation to the Sewer, and no action of the City of Columbus shall relieve OhioHealth of its responsibilities unless an authorized representative of the City of Columbus affirmatively accepts responsibility for the Sewer in writing. The City of Columbus warrants that the Sewer is currently in good working order at the time of transference of ownership.

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement.

This Agreement is not binding upon either party unless executed in full and is effective as of the last date of signature. The transfer of ownership of Sewer shall take place upon the date of execution of the Agreement.

City of Columbus, Ohio
a municipal corporation

By: _____

Name: _____

Title _____

Pursuant to Ordinance Number: _____

OhioHealth Corporation,
an Ohio nonprofit corporation

By:  _____

Maggie Pope

Vice President, Real Estate