

**AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY AND  
EAST WILSHIRE BLVD DEVELOPMENT, LLC FOR APPLICATION  
FOR FINANCING AND CONSTRUCTION OF INFRASTRUCTURE  
PROJECT IN FURTHERANCE OF ECONOMIC DEVELOPMENT IN  
OKLAHOMA CITY TO BE FUNDED IN WHOLE OR PART THROUGH  
THE STATE OF OKLAHOMA'S P3 POOLED FINANCE PROGRAM**

**THIS AGREEMENT** ("Agreement") is entered into between The City of Oklahoma City, a municipal corporation, hereinafter referred to as "City," and East Wilshire Blvd Development, LLC an Oklahoma limited liability company, hereinafter referred to as "Developer".

**WITNESSETH:**

**WHEREAS**, the Developer is in the process of completing a development called The Half, a 45- acre property Developer owns to the north of Wilshire Boulevard and immediately east of Broadway Extension in Oklahoma City. Chicken N Pickle, Flix Brewhouse, Dolese and various other businesses are currently located on The Half; and

**WHEREAS**, in order to further develop The Half consistent with the Conceptual Site Plan attached hereto as "**Exhibit A**", critical infrastructure serving businesses located at The Half must be constructed, extended, and/or installed. Those infrastructure improvements consist of public sanitary sewer distribution, public water distribution, and extension and/or improvement of both Entertainment Boulevard and Oklahoma Avenue for an approximate cost of \$5,397,222 ("Infrastructure Project"), as estimated by Johnson & Associates (see attached "**Exhibit B Cost Breakdown**"); and

**WHEREAS**, a State of Oklahoma economic development tool entitled the P3 Pooled Finance Program ("P3 Program") has been identified as a potential funding source for the project, which could reimburse the Developer for necessary infrastructure so long as said infrastructure will be dedicated to the City after completion; and

**WHEREAS**, the P3 Program uses the income tax withholdings, paid by applying businesses currently located on or near The Half that will benefit from the infrastructure enhancements, as a basis to reimburse the Developer for needed infrastructure to serve the development area; and

**WHEREAS**, in compliance with the P3 Program and Oklahoma Department of Commerce ("ODOC") rules, the City must serve as the applicant for the funding and will act as a

conduit for these state-funded economic development incentives to be paid to the Developer. As required by the P3 Program, Dolese has provided necessary information as a participating company, which is attached as **“Exhibit C”** hereto; and

**WHEREAS**, further development of The Half is of great benefit to the local economy by increasing property taxes, which tax increases will directly benefit Oklahoma county, the applicable school district and other taxing jurisdictions. Additionally, the development will support local jobs and improve sales tax revenue for the state and City. Further timely development of The Half is unlikely without assistance through the P3 Program.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The above Whereas clauses are incorporated herein as part of this Agreement and not as mere recitals.
2. Developer shall construct the Infrastructure Project in accordance with said plans and specifications on property it currently owns immediately east of Broadway Extension north of Wilshire Boulevard, on a development it calls The Half. The Infrastructure Project shall consist of a new and/or improved sanitary sewer system and public water distribution, and extension and/or improvement of both Oklahoma Avenue and Entertainment Boulevard, all in accordance with plans and specifications designed by Johnson and Associates, attached hereto as **“Exhibit D.”** Said improvements are estimated by Johnson and Associates to total \$5,397,222. Developer shall comply with applicable City Ordinances and Codes in completion of the Infrastructure Project.
3. Developer shall cause the Infrastructure Project to be completed by no later than September 1, 2025. After completion Developer shall submit invoices for all costs directly related to installation of the Infrastructure Project to the City so that the City can facilitate reimbursement of said costs from the ODOC-funded P3 Program.
4. The City agrees to apply for P3 Program funds and serve as a conduit to secure the P3 Program funds from ODOC to reimburse Developer for infrastructure costs at The Half as identified by **“Exhibit D.”** ODOC has estimated that Developer qualifies to receive approximately \$1,250,000 in P3 Program incentives as reimbursement for needed infrastructure costs.

5. The City of Oklahoma City does not incur any financial obligation to the Developer pursuant to this Agreement. The City is acting merely as a conduit to receive the ODOC funding and provide it to the Developer. Should for any reason, the ODOC funding estimated to be available for this Infrastructure Project, not come to fruition, the City shall have no obligation to pay Developer the funds ODOC was to provide.
6. Developer shall grant the City all necessary permanent easements for the Infrastructure Project at no cost to the City and thereby relay full ownership of the Infrastructure Projects to the City upon the City's acceptance of the Infrastructure Project.
7. Upon notice from the Developer that the Infrastructure Project is complete:
  - The City will require its Design Engineers to attend the final inspection of Infrastructure Project to confirm that construction has been done in accordance with the plans and specifications, affirm that all necessary easements have been granted to the City, and create a punch list for the Developer's contractor to complete before acceptance of the Infrastructure Project by the City.
  - Upon confirmation from the Design Engineers that the Infrastructure Project is complete in accordance with the Plans and Specification and any change orders and/or amendments, and all necessary permanent easements have been granted to the City, the Infrastructure Project shall be submitted to the City for acceptance.
  - Upon City acceptance of the Infrastructure Project the City shall be the sole and exclusive owner of the Infrastructure Project. The Developer shall no longer own any interest in the Infrastructure Project.
  - After receipt of releases from all of Developer's contractor's subcontractors, materialmen, service and equipment providers, and upon receipt of P3 Program funds from ODOC, the City shall make payment to the Developer all funds received by ODOC within thirty (30) days of receipt of P3 Program funds.
8. Notices or other communications related to or necessary for administration of this Agreement shall be sufficient if e-mailed, or mailed, postage paid, addressed to:

**Developer:**

East Wilshire Blvd Development, LLC  
c/o Randy Hogan, Manager  
9211 Lake Hefner Parkway, Suite 110

Oklahoma City, Oklahoma 73120  
Email: randyhogan2@icloud.com

**Oklahoma City:**

Joanna McSpadden, Economic Development Project Manager  
The City of Oklahoma City  
100 North Walker Avenue, Fourth Floor  
Oklahoma City, Oklahoma 73102  
E-mail: joanna.mcspadden@okc.gov

And

City Engineer  
The City of Oklahoma City  
420 West Main Street, Seventh Floor  
Oklahoma City, Oklahoma 73102  
E-Mail:

or, such other person or address as may be subsequently set forth in writing by the parties.

9. This Agreement shall be executed in multiple copies, each of which is deemed an original.
10. The effective date of this Agreement shall be upon execution by the last party hereto.
11. It is expressly agreed by all parties hereto that time shall be deemed to be of the essence in this Agreement.
12. This Agreement may not be amended except by express written agreement of all parties hereto.
13. The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.
14. When any word in this Agreement is used in the singular, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.
15. It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by said parties and no agent or any party to this Agreement has authority to alter or change the terms hereof, except

as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

16. This Agreement may not be assigned except upon the prior written consent of all parties hereto. This Agreement does not establish and shall not be deemed to establish or recognize any right of any third parties. No third-party beneficiaries are created or deemed to be created by this Agreement.
17. Parties agree that the venue for any litigation, enforcement or interpretation of this Agreement shall be in State District Court in Oklahoma County, Oklahoma and waive all rights to other venues. Parties agree that this Agreement will be interpreted and enforced in accordance with Oklahoma law.

**THE REMAINDER OF THIS PAGE WAS LEFT BLANK.**

APPROVED by the DEVELOPER this 23<sup>rd</sup> day of January,  
2024.

By: Raul Hagan

As: MANAGER

For: East Wilshire Blvd Development, LLC

APPROVED by the City of Oklahoma City and SIGNED by the Mayor this  
30TH day of JANUARY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson  
City Clerk



David Holt  
MAYOR

Reviewed for form and legality

Amy Douglas  
Assistant Municipal Counselor