



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Water Conservation Council Committee

### Special Meeting Agenda

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Friday, February 6, 2026

2:00 PM

Lawton City Hall

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#### Meeting Called to Order

"Official action can only be taken on items listed on the agenda. As a recommending body, the Committee may review and discuss agenda items, propose and enact floor amendments, and then choose to make a recommendation to the City Council or provide direction to the City Manager. The Committee may also defer items for further review, refer matters to the City Attorney, or send items to standing committees, boards, commissions, or authorities for additional study. In some cases, items may be postponed to a later date or removed from the agenda entirely."

#### Statement of Compliance with Oklahoma Open Meeting Act, 25 O.S. 301-314

#### Roll Call

#### Introduction of Guests

#### Business Items

1. Make a recommendation to Council regarding an Outside Water Sales Agreement with The Jeffrey W. and Alice L. Smith Revocable Trust dated July 17, 2017, Clark A. Smith, and Lisa N. Smith for property located at approximately 4705 NE Cache Road.

#### Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

**Item Title:**

Make a recommendation to Council regarding an Outside Water Sales Agreement with The Jeffrey W. and Alice L. Smith Revocable Trust dated July 17, 2017, Clark A. Smith, and Lisa N. Smith for property located at approximately 4705 NE Cache Road.

**Initiator:** Cynthia Augustine, Real Property Coordinator

**Information Source:** Cynthia Augustine, Real Property Coordinator , Willie Whisenhunt, Director

**Background:**

The applicants, The Jeffrey W. and Alice L. Smith Revocable Trust dated July 17, 2017, Clark A. Smith, and Lisa N. Smith, have submitted an application to purchase treated water for livestock from the City of Lawton for property located outside the municipal limits near NE Cache Road and NE 45th Street. The subject property abuts existing City of Lawton water infrastructure, including nearby 18-inch water mains, making it eligible for consideration under the City’s outside water sales policies.

The application has been reviewed for compliance with City Council Policy 5-2 and meets all applicable requirements. In addition, the request has been reviewed and approved by the Public Utilities Department, confirming that adequate capacity and infrastructure exist to serve the property.

In accordance with City Council Policy and applicable provisions of the Lawton City Code, the applicants are requesting approval of an Outside Residential Water Sales Agreement. The proposed agreement outlines the terms and conditions under which the City may sell surplus treated water for single-family residential use, including compliance with City building codes, payment of all required fees, adherence to Oklahoma Department of Environmental Quality requirements, and acknowledgment that the agreement runs with the land and will be recorded with the Comanche County Clerk.

This item is presented for consideration to recommend approval of the Outside Water Sales Agreement and forward it for final action to City Council.

**Correlation to the True North Statement:**

Transparency and Trust

**Exhibit:**

Application; Location Map; Water Agreement

**Key Issues:**

N/A

**Funding Source:**

N/A

**Recommended Action:**

Recommend approval of an Outside Water Sales Agreement with The Jeffrey W. and Alice L. Smith Revocable Trust dated July 17, 2017, Clark A. Smith, and Lisa N. Smith for property located at approximately 4705 NE Cache Road.

**ATTACHMENTS:**

1. Smith Application
2. Jeffrey Smith - Location Map
3. Smith, Jeffrey - Water Agreement -Individual



CITY OF LAWTON – LEGAL SERVICES
212 SW 9TH Street • Lawton, Oklahoma 73501
Phone (580) 581-3320 • www.lawtonok.gov

Application to Purchase Treated Water Outside the Municipal Limits

NOTE: This form applies to applications for the purchase of treated water outside the municipal limits in accordance with City Council Policy 5-2.

Property Owner: Jeffrey W. and Alice L. Smith Revocable Trust dtd July 17, 2017 and Clark A Smith and Lisa N Smith

Mailing Address: 7212 NW Eisenhower Dr Telephone Number: 580 6787970
Lawton, Ok 73505

Property Address to be Served: 45th & E Cache Road

Legal Description of Property to be Served (copy of deed): North Half (N1/2) of the Northwest Quarter (NW1/4) and the North 16.5 feet of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty-Six (26) Township Two (2) North, Range Eleven (11) West, IM, Comanche County, Oklahoma according to the U.S. Government Survey thereof

TYPE OF USE: New [X] Existing [ ] Residential [ ] Commercial [ ] Industrial [ ]

Requested Meter Size: \_\_\_\_\_

Per Council Policy 5-2, approved by Lawton City Council on January 10, 2023, the City of Lawton will not sell treated water outside of the municipal limits unless the property requesting service abuts an existing municipal water main.

A map of the existing public mains can be found at the link below:
https://colgis.maps.arcgis.com/apps/webappviewer/index.html?id=97901db990724b8fb1d31432a04d11e3

Does the property to be served abut an existing municipal water main? yes

Required Attachments: purpose for grazing on pasture land

- [ ] Site Plan of the proposed development; including proposed sewage disposal system
[ ] Construction plans from a plumber or engineer which verifies the required line size
[X] Copy of deed showing ownership
[X] Non-refundable Application Fee of \$115.00

If this application is approved by City Council, the following requirements are included in the water contract:

- ❖ New Structures are required to have building permits and inspections from the City of Lawton License and Permits Department.
- ❖ Water meters must be purchased from the City of Lawton and are property of the City of Lawton.
- ❖ Water meters must be in service within 1 year from the date City Council approves the contract or fees paid will be forfeited and contract will be void.

Property Owners Signature: Jeffrey W Smith Date: 12-19-25

**Completion of this application does NOT guarantee the applicant a water meter.**

**Submit completed application to the City of Lawton – Legal Department.**

**Staff Use Only:**

**Legal Department**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee paid \_\_\_\_\_

Does the application meet policy requirements? \_\_\_\_\_

Determination by \_\_\_\_\_ Date \_\_\_\_\_

**IF YES:**

Forwarded to Public Utilities Director: Date \_\_\_\_\_

Determination by \_\_\_\_\_ Date \_\_\_\_\_

Recommended Action:      Approved  Denied

**City Councils Action:**      Approved  Denied  Date \_\_\_\_\_

- ❖ New Structures are required to have building permits and inspections from the City of Lawton License and Permits Department.
- ❖ Water meters must be purchased from the City of Lawton and are property of the City of Lawton.
- ❖ Water meters must be in service within 1 year from the date City Council approves the contract or fees paid will be forfeited and contract will be void.

Property Owners Signature: *Lisa Smith* Date: 12-19-25

**Completion of this application does NOT guarantee the applicant a water meter.**

**Submit completed application to the City of Lawton – Legal Department.**

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**Staff Use Only:**

**Legal Department**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee paid \_\_\_\_\_

Does the application meet policy requirements? \_\_\_\_\_

Determination by \_\_\_\_\_ Date \_\_\_\_\_

**IF YES:**

Forwarded to Public Utilities Director: Date \_\_\_\_\_

Determination by \_\_\_\_\_ Date \_\_\_\_\_

Recommended Action:      Approved  Denied

City Councils Action:      Approved  Denied  Date \_\_\_\_\_

- ❖ New Structures are required to have building permits and inspections from the City of Lawton License and Permits Department.
- ❖ Water meters must be purchased from the City of Lawton and are property of the City of Lawton.
- ❖ Water meters must be in service within 1 year from the date City Council approves the contract or fees paid will be forfeited and contract will be void.

Property Owners Signature: Clark A. Smith Date: 12-19-2025

**Completion of this application does NOT guarantee the applicant a water meter.**

**Submit completed application to the City of Lawton – Legal Department.**

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**Staff Use Only:**

**Legal Department**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee paid \_\_\_\_\_

Does the application meet policy requirements? \_\_\_\_\_

Determination by \_\_\_\_\_ Date \_\_\_\_\_

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**IF YES:**

Forwarded to Public Utilities Director: Date \_\_\_\_\_

Determination by \_\_\_\_\_ Date \_\_\_\_\_

Recommended Action:      Approved  Denied

**City Councils Action:**      Approved  Denied  Date \_\_\_\_\_

Doc # I-2018-015701  
Bk 008137  
Pg 0146-0147  
Date 10-23-2018 11:06 am  
Filing fee \$15.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Comanche  
Comanche County Clerk  
Carrie Tubbs

## TRUSTEE'S DEED

### ***KNOW ALL MEN BY THESE PRESENTS:***

This indenture made this 23rd day of October, 2018 by and between **Jeffrey W. Smith**, as Trustee of the Wayne A. Smith Trust dated the 24<sup>th</sup> day of February, 1994, First Party, and **the Jeffrey W. and Alice L. Smith Revocable Trust** dated July 17, 2017, **Clark A. Smith and Lisa N. Smith**, Second Parties,



### ***WITNESSETH:***

**That, whereas**, under and by virtue of the authority granted by the Wayne A. Smith Trust dated the 24<sup>th</sup> day of February, 1994, to which reference is hereby made, First Party did sell the hereinafter described real property, at private sale, to Second Parties for the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged.

**Now, therefore**, the said Jeffrey W. Smith, as Trustee, First Party, pursuant to the authority granted to him in the Wayne A. Smith Trust dated the 24<sup>th</sup> day of February, 1994, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Jeffrey W. and Alice L. Smith Revocable Trust dated July 17, 2017, Clark A. Smith and Lisa N. Smith and to their heirs, successors and assigns forever, all of the right, title, interest and estate of the Wayne A. Smith Trust dated the 24<sup>th</sup> day of February, 1994 in and to the following described real property situated in Comanche County, Oklahoma, to-wit:

Lots Ten (10) and Eleven (11), Block Eight (8), **ORIGINAL TOWNSITE** of the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof; and

North Half (N½) of the Northwest Quarter (NW¼) and the North 16.5 feet of the South Half (S½) of the Northwest Quarter (NW¼) of Section Twenty-six (26), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof,

*PURSUANT TO THE PROVISIONS OF TITLE 68,  
§3202, SUBSECTION 3 OSA, THIS TRANSFER IS  
EXEMPT FROM THE PAYMENT OF  
DOCUMENTARY STAMPS.*

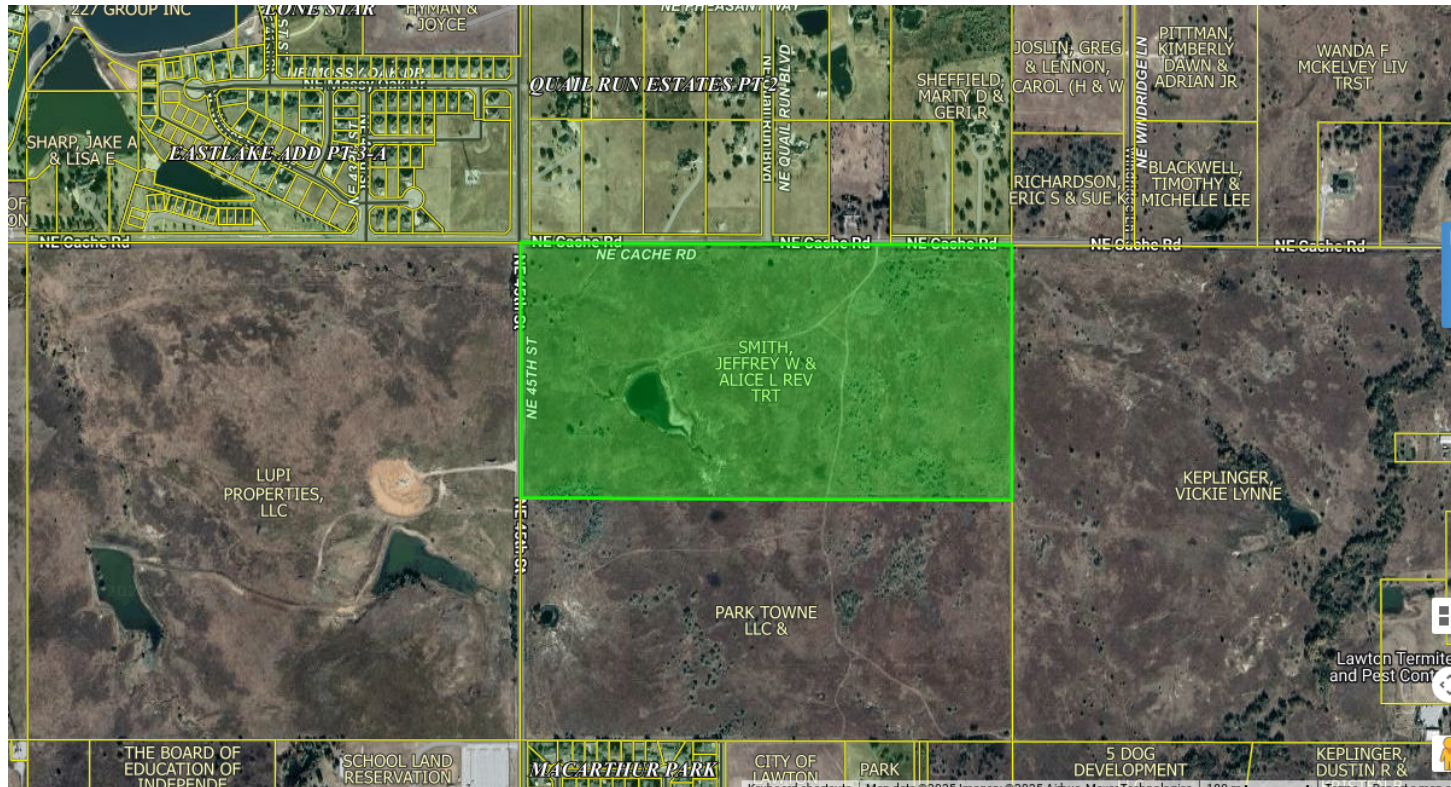
together with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

**To have and to hold** said described premises unto the Second Parties and their heirs, successors and assigns forever, free, clear, and discharged of from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.



## 'EXHIBIT A'

North Half (N ½) of the Northwest Quarter (NW ¼) and the North 16.5 feet of the South Half (S ½) of the Northwest Quarter (NW ¼) Section 26 – Township 2 North – Range 11 West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.



There is an 18" water main along NE Cache Road and an 18" water main along NE 45<sup>th</sup> Street.

**CONTRACT**

(Outside Residential Water - Individual)

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Lawton, Oklahoma, a municipal corporation**, hereinafter called the "SELLER," and **The Jeffrey W. and Alice L. Smith Revocable Trust dated July 17, 2017, Clark A. Smith and Lisa N. Smith**, hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER's water supply system.

**WITNESSETH:**

**WHEREAS**, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

**WHEREAS**, the BUYER is the owner of property addressed as **4705 NE Cache Road, Lawton, Oklahoma 73507**, more particularly described and shown on attached Exhibit "A", and is located outside the corporate limits of the City of Lawton; and

**WHEREAS**, said BUYER desires to buy treated water from the SELLER for single family residential use; and

**WHEREAS**, SELLER desires to sell and possesses authority to sell surplus treated water as provided in 11 O.S., 1991, §§ 22-104, 37-120, and in City Charter;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. SELLER will sell, and BUYER will buy treated water from SELLER's water supply system in accordance with the terms, requirements, conditions and provisions of this Agreement and the Lawton City Code, 2025, including but not limited to Section 22-2-3-232 and Appendix "A", Schedule of Fees and Charges, Lawton City Code, 2025, as now in existence or as hereafter amended.

2. **Any new construction of residential structures, buildings or subdivision not existing prior to entering this agreement for outside water sales shall be required to meet all building and development codes of the City, including but not limited to Chapters 6, 14, 19A, 20, 21 and 22 as they currently exist or may be amended in the future and pass all required City inspections for the type of residential structure, building or subdivision as if the residential structure, building or subdivision were located within the City limits. Prior to the delivery of water, the BUYER shall submit to the Revenue Services Division a certification that all requirements have been met which**

**shall be endorsed by the City Planning Commission in the case of a subdivision or endorsed by the Inspection Division in the case of a structure or building.**

**3. The BUYER shall be required to pay all required fees including but not limited to a outside water sales application fee, impact fee, tapping fee, meter setting fee, and inspection fee as set out in the fee schedule. The application for the construction of a subdivision or the construction of individual structures shall be as set out in the City Code. A part of this agreement the BUYER shall require that all structures built after entering into the agreement comply the City's building code and obtain all applicable permits and inspection.**

**4. The BUYER shall comply with all applicable requirements of the Oklahoma Department of Environmental Quality ("ODEQ").**

**5. This Agreement will run with the property described in the agreement. The executed agreement shall be recorded in the office of the Comanche County Clerk and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding to the current owner and all other persons subsequently acquiring any right, title, or interest in or on said property.**

6. The water purchased by the BUYER shall be used exclusively for single residential purposes, and no other, and the use of such water shall be restricted similarly to the use of water in single family residential zoning/use districts within the corporate limits of the City of Lawton pursuant to the provisions of Chapter 22 of the Lawton City Code, 2025, as now in existence or as hereafter amended. Violation of the terms of this paragraph shall be sufficient cause for SELLER to immediately terminate the sale of water to BUYER with or without notice.

7. In the event temporary or periodic restrictions on water usage are imposed upon the residents of SELLER's City, as provided in Section 22-218, Lawton City Code, 2025, as now in existence or as hereafter amended, BUYER agrees the same restrictions shall apply to BUYER. Noncompliance with said restrictions by the BUYER or BUYER's members may be cause for the immediate termination of water service and this Agreement, without notice pursuant to Section 22-2-1-218 Lawton City Code, 2025, as now in existence or as hereafter amended.

8. If a waterline extension is required BUYER shall prepare engineering plans and construct, at BUYER's own cost and expense, a water line sized to comply with the requirements of the adopted Water Master Plan and the Lawton City Code. Said plans shall include the connection and appurtenances necessary to connect to the SELLER's water line at a reasonable point of connection selected by SELLER. The BUYER shall provide engineering plans and specifications to the SELLER prepared by a professional engineer, registered in the state of Oklahoma. The Public Works/Engineering Director and the Oklahoma

Department of Environmental Quality (“ODEQ”) must approve said plans and specifications prior to construction of said water line. The water line and appurtenances shall be designed and constructed to comply with the requirements of the Lawton City Code in existence at the time of final approval and subsequent installation of the water line. Any portion of the approved water line located within the City limits of SELLER shall be in accordance with the City of Lawton’s approved Master Plan and shall be located outside of street right-of-way unless specific approval of the location of street right-of-way is given by SELLER’s governing body, see Paragraph “F” below. The BUYER shall pay SELLER all required tapping fees as required by Lawton City Code, 2025, as now in existence or hereafter amended. Water service shall not be provided to the BUYER until the requirements of this paragraph are complete.

- a. The point of connection of said private water main extension to the SELLER’s water system shall meet or exceed City of Lawton standards and specifications at BUYER’s own cost and expense.
- b. At the point of connection, the BUYER, at the BUYER’s own cost and expense, shall install and maintain a preventive backflow device in accordance with applicable City of Lawton standards and specifications.
- c. The BUYER shall comply with all applicable rules and regulations, for the construction, operation, and maintenance of the private water main extension, of the “ODEQ”, including but not limited to the required periodic testing of water for water quality. SELLER shall only be responsible for the quantity and quality of the water to the point of delivery to the BUYER, the point of delivery is the meter. At the SELLER's request the BUYER shall document to the SELLER, compliance with applicable rules and regulations of the State and shall provide approved plans and specifications for the construction of the water line from “ODEQ”.
- d. All private service connections from the private water main extension to any structure within the service area shall be installed to meet all specifications and requirements of the Lawton City Code applicable to the installation of water service lines.
- e. The private water main extension, at the point of connection, shall provide treated water service to one (1) meter. The water meter and connection shall serve one residential structure only. An accessory structure may also be served but only if it is incidental to the primary use of the main structure, as defined by Chapter 18 of Lawton City Code. No further extensions from the private water main extension shall be approved. Once approval is received from

“ODEQ”, the plans will be filed with the SELLER. No work shall commence on the water main extension until such time as the plans have been approved and are on file.

- f. BUYER further agrees that they will, at their own cost and expense, obtain all easements necessary within the City limits of SELLER, required, for the BUYER’s private water main extension. BUYER further agrees that if SELLER extends its City limits to the areas, which includes the private water line, and SELLER has placed its private water main in the statutory road right-of-way of any road or any other road right-of-way, BUYER shall, at their own cost and expense, move its water main extension from within said statutory right-of-way or any other road right-of-way, and relocate its water main extension outside said road right-of-way, without any compensation of any kind from SELLER.
- g. The placement of said private water main extension in any road right-of-way or utility easement shall not be construed as statutory or common law dedication of said water main by BUYER and acceptance by SELLER. The placement of the private water main extension in a public utility easement or road right-of-way of the SELLER must be approved by the SELLER’s City Council in the form of a revocable permit prior to any installation of the water line. Water main extensions shall be placed at least sixty (60) feet from the section line. All easements acquired by the BUYER for the extension of the water main, within the City limits of the SELLER, shall be dedicated to the SELLER upon SELLER’s acceptance of the dedication of the completed water main. Water shall not be supplied to the main until the water main extension and all necessary easements have been accepted by the SELLER.
- h. If the point of connection is at a different location than the location of the meter, the water line from the point of connection to the meter is the responsibility of the BUYER unless the water line meets all City requirements, is a minimum of eight (8) inches in diameter and is in an easement dedicated to the City of Lawton.
- i. Any line repair or replacement of the private water main extension shall be at BUYER's own cost and expense. BUYER will hold harmless the SELLER and all its agents, officials, and employees from any and all damages arising from the repair or replacement of said water line, to include all damages caused to

public ways or private properties which might be damaged arising from the repair or replacement of said water line.

9. Water delivered to the BUYER shall be metered in accordance with provisions of the Lawton City Code, 2025, as now in existence or as hereafter amended. BUYER shall assume all costs for the installation of the water meter. After installation of said water meter, the meter shall be the sole and exclusive property of the SELLER and SELLER shall maintain said meter thereafter, and pay for replacement of said meter, if damaged. In addition, BUYER shall pay to the SELLER all connect and/or impact fees for the meter added to the system after the execution of this agreement as provided in Section 22-221 et. seq. and Appendix "A", Schedule of Fees and Charges, Lawton City Code, 2025, as now in existence or as hereafter amended.

10. The meter located in the meter box at the point of connection shall be read by the SELLER monthly. The SELLER shall submit a written statement of the monthly water charges to the BUYER; stated charges shall be due and payable within twenty (20) days from the date of said statement, as provided in Section 22-104, Lawton City Code, 2025, as now in existence or as hereafter amended. BUYER agrees to pay for said water at rates and charges which are subject to change by Council action in accordance with and as prescribed in the Lawton City Code. BUYER agrees to pay water rates and charges for users outside SELLER's City limits as established by Chapter 22, Section 22-112, Lawton City Code, 2025, as now in existence or as hereafter amended. In the event the meter should become defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER's finance director from the data obtained from previous monthly billings. BUYER agrees that a statement based on this estimate will be accepted and paid by the BUYER.

11. Should the SELLER extend its City limits to include the area served by the BUYER's water distribution system, the SELLER will not accept easements for private service lines, nor will the SELLER accept maintenance responsibility of any private lines. Until the BUYER or the SELLER constructs a new public water main in the City's easement or right-of-way, and dedicates the main to the City of Lawton, in accordance with Chapter 21, Section 21-6, Lawton City Code, 2025, the water main will remain private.

12. BUYER shall not permit any other person or persons to connect to or obtain any water from the water main covered under this Agreement. The BUYER shall not resell any treated water to any water user, association, town, city, or water district. BUYER shall not permit any type of customer to be connected to BUYER's system. BUYER shall not extend its service area into any area served by another purchaser of SELLER's water nor into the area of SELLER's service to any area. Violation of the terms of this paragraph shall cause the SELLER to immediately terminate the sale of water to BUYER with or without notice.

13. This Agreement is in accordance with Chapter 22 of Title 11, Oklahoma Statutes, and the Charter of the City of Lawton, Oklahoma.

14. During the term of this Agreement and any extensions thereof the BUYER shall not purchase treated water from any other source. BUYER further specifically agrees that water from any ground water or any other source shall not be cross connected with the lines serving water obtained from SELLER.

15. In addition to the foregoing indicated reasons for termination this Agreement shall terminate upon the occurrence of any of the following:

- a. Upon agreement of both parties.
- b. Pursuant to the provisions of this Agreement.
- c. Upon ten (10) days' Notice for breach of any provision of this Agreement including late payment except that no Notice is required for BUYER's violation of the provisions of Paragraphs 1, 5, 6, 7 and 12 of this Agreement.
- d. If SELLER should be unable to supply sufficient potable water to the citizens within its corporate limits SELLER may notify customers located outside the corporate limits that effective 180 days from the date of notice all water service to customers shall be terminated.
- e. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement; provided, however, the breaching party or parties shall be given thirty (30) days' notice as provided herein during which to cure any breach prior to the termination of this Agreement, therefore. Provided however the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.
- f. **If a water meter is not purchased and placed in service within ONE YEAR from the date Lawton City Council approves the agreement, any fees paid will be forfeited and the Agreement will be VOID.**

16. This Agreement shall automatically be amended by the operation of laws or regulations of the United States or the State of Oklahoma to ensure compliance with all federal and state requirements for water treatment and distribution. Any cost increase for the treatment of water to comply with new requirements shall be recovered from the BUYER by an increase in the rate or fees for sale of water outside the City limits of SELLER as set out in Appendix "A", Schedule of Fees and Charges, Lawton

City Code 2025 as it may hereafter be amended. SELLER shall furnish potable water in compliance with all State of Oklahoma and United States statutes and regulations to the point of delivery.

17. BUYER shall be responsible to ensure compliance with all federal and state requirements for the distribution and delivery of potable water from the BUYER's side of the meter (point of connection).

18. The parties' responsibilities for operation and maintenance are as follows:

- a. Except as may be otherwise specifically provided herein, each party shall be fully responsible for operation and maintenance of the water facilities owned by that respective party and liable for its own negligence in relation thereto.
- b. SELLER shall deliver water to the point of connection (meter) that is in compliance with all state and federal regulations.
- c. The BUYER accepts such treated water as it is at the time it is received from the SELLER's System. Any determination by the BUYER that said water is not satisfactory to meet the BUYER's needs shall not give rise to any claim, action, or cause of action against the SELLER. Failure to provide either the quality of water or quantity of water set out in this Agreement shall only give the BUYER the right to terminate this Agreement.
- d. The SELLER shall not be held liable for any damage to the BUYER's property and structures as may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, quantity or quality of water, loss of power, cessation of pumping, or any other operation or failure of the SELLER's System, except when such operation or failure is due to negligence of the SELLER.
- e. In the event of service interruption, the SELLER shall attempt to restore service in a timely manner. Failure to restore service shall only be cause for BUYER to terminate this Agreement and shall not give rise to any claim, action, or cause of action.
- f. The BUYER will not be held liable for any damage to the SELLER's System and facilities as may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, quantity, or quality of water, loss of power, cessation of pumping, or any other operation or failure of the BUYER except when such operation or failure is due to negligence of the BUYER.

19. Notice to SELLER and BUYER shall be in writing and delivered in person or by certified mail to the following:

a. To the SELLER:  
City of Lawton  
City Attorney's Office  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501 and to

b. To the BUYER:  
Jeffrey W. Smith  
7212 NW Eisenhower Dr  
Lawton, OK 73501

The parties agree to notify each other in writing of any change in the above.

SELLER:

**CITY OF LAWTON, OKLAHOMA,  
A municipal corporation**

ATTEST:

\_\_\_\_\_  
Stanley Booker, MAYOR

\_\_\_\_\_  
Donalynn Blazek-Scherler, CITY CLERK

Approved as to form and content, as to the City of Lawton only, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jari Askins, INTERIM CITY ATTORNEY

BUYER:

\_\_\_\_\_  
Ruben Fernandez

\_\_\_\_\_  
Adriana Fernandez

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF OKLAHOMA    )  
                                  )       SS  
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 personally appeared Ruben Fernandez and Adriana Fernandez, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last mentioned above.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Number:  
\_\_\_\_\_

## EXHIBIT 'A'

**Tract 2:** Commencing at the Southeast Comer of Lot Three (3), RANGERS' RANCHETTE ADDITION, Comanche County, Oklahoma, according to the recorded plat thereof; THENCE N00°16'25"W, along the East line of said Lot 3, a distance of 205.005 feet to the point of beginning; THENCE N89°55'01"W, parallel with the South line of said Lot 3, a distance of 453.52 feet to a point on the West line of said Lot 3; THENCE N00°10'00"W, along the West line of said Lot 3, a distance of 84.23 feet; THENCE S89°55'01"E, parallel with the South line of said Lot 3, a distance of 34.00 feet; THENCE N00°10'00"W, parallel with the West line of said Lot 3, a distance of 130.00 feet to a point on the North line of said Lot 3; THENCE S60°00'00"E, along the North line of said Lot 3, a distance of 18.51 feet; THENCE S89°55'01"E, along the North line of said Lot 3, a distance of 403.13 feet to the Northeast Corner of said Lot 3; Thence S00°16'25"E, along the East line of said Lot 3, a distance of 205.005 feet to the point of beginning, containing 2.04 acres, more or less.

