



City of Lawton

Lawton Water Authority

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

Special Meeting Agenda

Tuesday, August 25, 2026

6:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to the City Manager or the City Attorney. The Authority may also refer items to standing committees of the City Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Roll Call

Business Items

1. Consider approving a Second Amendment to the Sublease Agreement and an Extension to the Memorandum of Lease between the Lawton Water Authority, the City of Lawton, and Cellco Partnership d/b/a Verizon Wireless, for telecommunication equipment on the City's water tower located at 3510 NW Rogers Lane, and authorizing the Mayor and City Clerk to execute the documents.

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:

Consider approving a Second Amendment to the Sublease Agreement and an Extension to the Memorandum of Lease between the Lawton Water Authority, the City of Lawton, and Cellco Partnership d/b/a Verizon Wireless, for telecommunication equipment on the City's water tower located at 3510 NW Rogers Lane, and authorizing the Mayor and City Clerk to execute the documents.

Initiator: Jari Askins, Interim City Attorney

Information Source: Cynthia Augustine, Real Property Coordinator

Background:

On August 11, 2015, the Lawton Water Authority and the City of Lawton entered into a Memorandum of Lease and approved a First Amendment to the Sublease Agreement with Cellco Partnership d/b/a Verizon Wireless, for telecommunication equipment on the City's water tower located at 3510 NW Rogers Lane, which are set to expire on March 14, 2027.

Verizon Wireless has requested a Second Amendment to the Sublease Agreement and to extend the memorandum of lease for a five (5) year Initial Extension Term, with two (2) additional automatic extension terms of five (5) years each. The monthly rent will be \$2,931.29 beginning March 1, 2027, and will increase by 3% each year beginning on March 1st of each year.

Public Works has reviewed the agreements and does not have any objections.

Lawton City Council will also consider the Second Amendment to the Sublease Agreement and the Extension to the Memorandum of Lease.

Correlation to the True North Statement:**Exhibit:**

Second Amendment to the Sublease Agreement
Extension to the Memorandum of Lease

Key Issues:**Funding Source:**

N/A

Recommended Action:

Approve the Second Amendment to the Sublease Agreement and the Extension to the Memorandum of Lease between the Lawton Water Authority, the City of Lawton, and Cellco Partnership d/b/a Verizon Wireless for telecommunication equipment located on the City's water tower at 3510 NW Rogers Lane, and authorize the Mayor and City Clerk to execute the

documents.

ATTACHMENTS:

1. Second Amendment - Verizon
2. Extension to the Memorandum of Lease

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment to Sublease Agreement ("**Second Amendment**") is made, and shall be effective, as of the last date of the signatures below ("**Effective Date**"), between the **Lawton Water Authority c/o City of Lawton ("Lessor")**, and **Celco Partnership d/b/a Verizon Wireless ("Lessee")**. Lessor and Lessee (or their predecessors in interest) entered into that certain Sublease Agreement dated March 26, 2002, as may have been previously amended and/or assigned, (the "**Agreement**"), pursuant to which Lessee is leasing or from Lessor a portion of that certain property located at 3510 NW Rogers Lane, Gooch Acres, 7th Addition, at the North & East end of NW 36th Street, Lawton Comanche County, Oklahoma 73505, as more particularly described in the Agreement. Lessor and Lessee may be referenced in this Second Amendment individually as a "**Party**" or collectively as the "**Parties.**"

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on February 28, 2027. Commencing on March 1, 2027, the Agreement shall be extended for five (5) years ("**Initial Extension Term**"). The term of the Agreement shall thereafter automatically extend for two (2) additional terms of five (5) years each (each, an "**Additional Extension Term**"), unless Lessee terminates the Agreement by giving Lessor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on March 1, 2027, the monthly rent shall be \$2,931.29 to be paid on the first day of the month in advance to Lessor or such other person as Lessor may designate in writing at least 30 days in advance of any rental payment date. Beginning on March 1, 2028, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over then current monthly rent on each one-year anniversary of March 1, 2028 thereafter.

3. Notice Address. The notice address for Lessee in the Agreement is hereby amended as follows:

If to Lessee: Verizon Wireless
 Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated

in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

5. Ratification and Reaffirmation. Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below.

LESSOR:

The City of Lawton Water Authority,
a public trust

By: _____

Name: Stanley Booker

Title: Chairman

Date: _____

ATTEST:

By: _____
Donalynn Blazek-Scherler, Secretary

APPROVED as to form and legality on behalf of the City of Lawton this ____ day of _____, 2026.

Jari Askins, Interim City Attorney

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXTENSION TO MEMORANDUM OF LEASE

This Extension to Memorandum of Lease is made and entered into on August 25, 2026, by and between the **Lawton Water Authority, a public trust, and the City of Lawton, a Municipal Corporation**, addressed as 212 SW 9th Street, Lawton, Oklahoma 73501, (hereinafter referred to as "Lessor") and **Cellco Partnership d/b/a Verizon Wireless**, addressed as 180 Washington Valley Road, Bedminster, New Jersey, 07921, (hereinafter referred to as "Lessee").

Lessor and Lessee (or their predecessors-in-interest) entered into a Memorandum of Lease dated August 12, 2015, set to expire on March 14, 2027, and recorded in Book 7459, Page 152, in the office of the Comanche County Clerk, regarding the leased premises depicted in **Exhibit A**, located at 3510 NW Rogers Lane, Gooch Acres, 7th Addition, for telecommunication equipment on Lessor's water tower, including certain rights of access and for placement of utilities as depicted in **Exhibit B**, (collectively known as the "Premises").

For good and valuable consideration, Lessor and Lessee agree as follows:

1. Commencing on March 1, 2027, the Extension to the Memorandum of Lease shall be extended for five (5) years (Initial Extension Term). The term of the extension shall thereafter automatically extend for two (2) additional five (5) year terms (Additional Extension Term).
2. At the commencement of this Extension to Memorandum of Lease Term, Lessee shall pay Landlord Two Thousand Nine Hundred Thirty-One and 29/100 Dollars (\$2,931.29) to be paid on the first day of the month in advance. Beginning on March 1, 2028, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over then current monthly rent on each one-year anniversary of March 1, 2028, thereafter.
3. Lessor consents to allow Lessee to complete upgrades and additions of the Antenna Facilities on the Premises, upon written consent, for no additional consideration, in compliance with required permits.
4. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of this Extension to the Lease, the Agreement may be terminated within thirty

(30) days of written notice to each party, without further liability, for any or no reason.

5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

If to Landlord:

Verizon Wireless
Basking Ridge Mail Hun
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Lawton Water Authority
C/O Telecommunication Lease
212 SW 9th Street
Lawton, OK 73501

6. Lessee and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
7. Except as expressly set forth in this Extension to the Lease, the Agreement otherwise is unmodified. To the extent any provision contained in this Extension to the Lease conflicts with the terms of the Agreement, the terms and provisions of this Extension to the Lease shall control.
8. This Extension to the Lease may be executed in duplicate counterparts, each of which will be deemed as original. Signed electronic, scanned, or facsimile copies of this Extension to the Lease will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity, and authority to enter into and perform its respective obligations under this Extension to the Lease. Landlord represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Extension to the Lease. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely is responsible for all commission, fees or other payment to Agent

and (b) Landlord shall not impose any fees on Lessee to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Extension to the Lease or any future amendment.

10. This Extension to the Lease will be binding on and insure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Extension to the Lease as of the Effective Date.

LESSOR:

Lawton Water Authority, a public trust

LESSOR:

City of Lawton, a Municipal Corp

By: _____

Print Name: STANLEY BOOKER

Title: Chairman

Date: _____

By: _____

Print Name: STANLEY BOOKER

Title: Mayor

Date: _____

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

Approved as to form and legality for the Authority and the City of Lawton this _____ day of _____, 2026.

Jari Askins, Interim City Attorney

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ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared, **Stanley Booker, Chairman for the Lawton Water Authority**, to me known to be the identical person 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 the day and year last above written.

My Commission Expires:

My Commission Number:

Notary Public

(SEAL)

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Print Name: _____

Title: _____

Date: _____

=====

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared, _____, as _____, of **Cellco Partnership d/b/a Verizon Wireless**, to me known to be the identical person 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 the day and year last above written.

My Commission Expires:

My Commission Number:

Notary Public

Exhibit A

Description of the Property

Beginning at a point 1639.02 feet N 89°24'W and 73.0' S 00°44'06.49" E of the Northeast corner of the Northwest one-quarter (NW 1/4), Section 23, T2N, R12W, I.M., Comanche County, Oklahoma:

Thence S 00°44' 06.49" E for a distance of 30.005';
Thence S 89°24' E for a distance of 43.58';
Thence S 00°36' W for a distance of 50.00';
Thence S 44°24' E for a distance of 70.71';
Thence S 89°24' E for a distance of 100.00';
Thence N 00°36' E for a distance of 100.00';
Thence S 89°24' E for a distance of 50.00';
Thence N 00°18' 38.3" W for a distance of 30.00';
Thence N 89°24' W for a distance of 243.804' to the Point of Beginning and containing 0.48 acres more or less.

AND BEING the same property conveyed to City of Lawton, Oklahoma, a municipal corporation from Andy Crosby Jr. and Andrea E. Crosby, husband and wife, and Armistice W. Crosby by Journal Entry of Judgment and Order Approving and Confirming Commissioner's Report dated November 27, 1991 and recorded January 16, 1992 in Deed Book 2019, Page 41.

Exhibit B

Description and Depiction of the Premises

LEGAL DESCRIPTION LEASE AREA

Being a 0.0069 acre tract out of Gooch Addition, an addition to the City of Lawton, as recorded in Plat Book J, Page 65 of the Plat Records of Comanche County, Oklahoma, said 0.0069 acre tract being more particularly described as follows:

COMMENCING at the center of existing water tower having a geodetic NAD 83 coordinate of 34°38'15.48" North, 98°28'09.79" West;

THENCE South 23°58'14" West, 31.95 feet to a 1/2 inch iron rod set for corner at the POINT OF BEGINNING;

THENCE South 88°21'37" East, 20.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 01°38'23" West, 15.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 88°21'37" West, 20.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 01°38'23" East, 15.00 feet to the POINT OF BEGINNING and containing 300 square feet or 0.0069 acre of land.

LEGAL DESCRIPTION ACCESS EASEMENT

Being a 0.0991 acre tract of land out of that certain tract of land to the City of Lawton, as recorded in Quit Claim Deed, Volume Book 1323, Page 417, Deed Records, Comanche County, Oklahoma, and a part of Gooch Addition, an addition to the City of Lawton as recorded in Plat Book J, Page 65, of said county and state, and also being a part of the remainder tract of a called 29.1 acres to Andy Crosby, Jr. and wife Annistice W. Crosby as recorded in Volume Book 418, Page 15 of said county and state, said 0.0991 acre tract being more particularly described as follows:

COMMENCING at the center of existing water tower having a geodetic NAD 83 coordinate of 34°38'15.48" North, 98°28'09.79" West;

THENCE South 23°58'14" West, 31.95 feet to a 1/2 inch iron rod set for corner of lease area at the POINT OF BEGINNING;

THENCE South 01°38'23" West, 15.00 feet to a 1/2 inch iron rod set for corner of lease area;

THENCE North 88°21'37" West, 6.00 feet to a corner;

THENCE North 80°11'40" West, 54.33 feet to a corner;

THENCE WEST, 40.39 feet to a corner;

THENCE NORTH, 135.15 feet to a corner, said corner being a point on the south right-of-way line of NW Rogers Lane;

THENCE South 88°24'00" East, 20.01 feet along said south line to a corner;

THENCE SOUTH, 114.59 feet to a corner;

THENCE EAST, 27.63 feet to a corner;

THENCE South 50°11'40" East, 53.49 feet to a corner;

THENCE South 01°38'23" West, 5.72 feet to the POINT OF BEGINNING and containing 4,318 square feet or 0.0991 acre of land.

And

LEGAL DESCRIPTION UTILITY EASEMENT

Being a 0.0604 acre tract of land out of that certain tract of land out of Gooch Addition, an addition to the City of Lawton, Comanche County, Oklahoma, as recorded in Plat Book 3, Page 65, and also being a part of the remainder tract of a called 20.1 acres to Andy Crosby, Jr. and wife Armistice W. Crosby as recorded in Volume Book 418, Page 15 of said county and state, said 0.0604 acre tract being more particularly described as follows:

COMMENCING at the center of existing water tower having a geodetic NAD 83 coordinate of 34°38'15.48" North, 98°26'09.79" West;

THENCE South 23°58'14" West, 31.95 feet to a 1/2 inch iron rod set for corner of lease area;

THENCE South 88°21'37" East, 20.00 feet to a 1/2 inch iron rod set for corner of lease area of the POINT OF BEGINNING;

THENCE South 88°21'37" East, 113.41 feet to a corner;

THENCE South 00°50'18" West, 159.80 feet to a corner;

THENCE North 89°09'42" West, 10.00 feet to a corner;

THENCE North 00°50'18" East, 149.94 feet to a corner;

THENCE North 88°21'37" West, 103.55 feet to a corner;

THENCE North 01°38'23" East, 10.00 feet to the POINT OF BEGINNING and containing 2,633 square feet or 0.0604 acre of land.

And

DESCRIPTION OF GENERATOR LEASE AREA

Being a 4' x 10' lease area approximately 3 feet west of the 10' x 13' Shelter Lease Area described in Exhibit A of the March 26, 2002 Sublease Agreement, being a part of Gooch Addition, an addition to the City of Lawton, as recorded in Plat Book 3, Page 65 of the Plat Records of Comanche County, Oklahoma.

[See attached site sketch]

