



OKLAHOMA DEPARTMENT OF TRANSPORTATION

**Outdoor Advertising Control**

200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105-3204  
(405) 521-3005

February 14, 2022

Lamar Central Outdoor  
Attn: Pat Selcer  
7777 E. 38<sup>th</sup> St  
Tulsa OK 74145

*Re: Permit Application for Cornerstone Church Property  
I-44, Creek County  
0.53 of a Mile East of SH-48*

Dear Mr. Selcer:

As was discussed with Lorinda on the phone, we are unable to process the above referenced application for the following reason.

- There is no visible commercial/industrial activity to the support the Commercial District zoning designation.

Due to areas such as this where commercial or industrial zoning has been granted yet no obvious commercial or industrial development materializes the Federal Highway Administration charged the Department with the task of reinforcing their position on what constitutes acceptable/conforming zoning for allowing signage. In complying with Federal mandate, changes were made to the Oklahoma Administrative Code in attempts to strengthen standards for zoning.

We are returning your application, check in the amount of \$100 and other pertinent documentation submitted to our office.

If you have any questions or have documentation which would prove contrary to these findings please feel free to contact our office at (405)521-3005.

Respectfully,

*Barbara Hoppes*

Barbara Hoppes  
Transportation Manager  
Outdoor Advertising Control Branch

Enclosures

*"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."*

AN EQUAL OPPORTUNITY EMPLOYER

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
 APPLICATION FOR SIGN REGISTRATION & PERMIT  
 (See back of form for instructions.)

FOR OFFICIAL USE ONLY		
DATE	2571 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	APPLICATION NO.	SIGN FILE NO.

OAC FEB 08 2022

Part I - SIGN OWNER INFORMATION

101 Applicant's Name: Lamar Central Address: 7777 E. 38th St  
 103 City: TULSA State: OK Zip Code: 74145  
 106 Telephone No.: (918) 665-1755 Fax No.: (918) 812-4728 Email Address: relizardo@lamar.com

Part II - LOCATION OF SIGN SITE

201 Located on Hwy.: 144 of Hwy.: N 202 Side of Hwy.: N 203 County Name: CREEK 204 City Name: BUSTAW  
 205 Nearest Intersecting Hwy.: 418 206 Direction from Intersection: E 207 Distance from Intersection: 0.53 Miles & Tenths 208 Distance from Right-of-Way: 2 Feet  
 209 GPS Coordinates: Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Part III - LAND OWNER INFORMATION (No. Assigned: 17518)

301 Land Owner's Name: CONQUESTOR CHURCH Address: PO Box 1298  
 303 City: BUSTAW State: OK Zip Code: 74010  
 306 Telephone No.: (301) 262-6266 Have you enclosed proof of land use consent?  YES  NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 14 ft. Width of Facing: 48 ft. Overall Height Above Ground: 65 ft. (No limit by state)  
 402 TYPE OF SIGN:  Single  Side-by-Side  Stacked  V-Type  Back-to-Back  Tri-Vision (Rotating Slats)  
 403 NO. OF PANELS: 2 404 WILL SIGN BE ILLUMINATED?  YES  NO If yes, will it be an LED display?  YES  NO

Part V - ZONING AND COMMERCIAL/ INDUSTRIAL QUALIFICATIONS (One of these options is required for Class A Permit. However if applying for a Class C (Informational) Permit, this section does not apply.)

**ZONED AREA ONLY**  
 501 - Is proposed location zoned?  YES  NO (If answer is no, then go directly to Item 505.)  
 502 - What is the zoning designation? COMMERCIAL  
 503 - Who is the zoning authority? CREEK COUNTY  
 504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)  
**UNZONED AREA ONLY**  
 505 - Is proposed location within 600 ft. of a conforming business? (Refer to OAC §730:35-5-12[a][2])  YES  NO  
 506 - What is the name of the business?  
 507 - Please attach a diagram depicting the layout of the business and the proposed sign site.

Part VI - ACKNOWLEDGMENT

Have you read all of the statutes and regulations pertaining to outdoor advertising control?  YES 44-19-37 Div 8

REMARKS:

STATE OF: OKLAHOMA County of: TULSA  
PAUL SELDEN being of lawful age and first duly sworn upon oath deposes and states the following:  
 I, on behalf of \_\_\_\_\_ myself (or) \_\_\_\_\_ as authorized representation of the organization listed above as Applicant, so attest that I have read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief.  
 NOTARY PUBLIC: LONDA ELIZABETH Subscribed and sworn to me this 31st day of JANUARY 2022  
 My commission expires: 01/19/2025  
 Signature of Applicant or Representative: \_\_\_\_\_ Signature of Notary: \_\_\_\_\_





**Creek County, Oklahoma**  
**Planning and Zoning Department**

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December 06, 2021

RE: Zoning Verification Letter  
21287 S 349<sup>th</sup> West Ave, Bristow, OK 74010

Whom It May Concern:

The property located within unincorporated Creek County, with parcel identification number 0000-20-016-009-0-049-00 has a Commercial District zoning designation. (Section 4.5 attached)

Legal: BEG NW COR NE NW S00\*3 31 E1662 TH S89\*16 53:E370 TH N00\*3 31 W942 TH N89\* 16 53 W340 TH N00\*3 31 W 720 TH N89\*16 53 W30 TO POB 20-16-9 W NE NW & W E NE NW & W E E NE NW & N SE NW 45.26 Acres

Please contact the Creek County Planning and Zoning Office at (918) 227-6369 if you have any additional questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Thomas".



Ashley Thomas  
Creek County Planner



# Untitled Map

Write a description for your map.

## Legend

-  Cornerstone Assembly of God
-  Proposed Billboard Location





THE LAMAR COMPANIES

Lamar Co # 202

This Instrument Prepared by  
James R. McIlwain  
5350 Corporate Boulevard  
Baton Rouge, Louisiana 70808

New  
Renewal  
Lease #

James P. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 14th day of February, 2022, by and between:

CORNERSTONE CHURCH

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides  
WITNESSETH

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of CREEK, State of OKLAHOMA, more particularly described as:

(legal description referenced as Exhibit A)

1. This Lease shall be for a term of twenty (20) years commencing on the first day of the calendar month following the date of completion of construction of the sign.

2. LESSEE shall pay to LESSOR an annual rental of [redacted] Dollars, payable ANNUALLY in advance in equal installments on the first day of each year. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.

... Lessor agrees to hold Lessee harmless of the...  
... Lessee agrees to give the new owner formal written notice of the...  
... Lessee agrees this...  
... Lessee and Lessor.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If LESSOR desires to sell or otherwise transfer any interest in the property upon which the sign is situated, LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon LESSEE'S failure to meet such offer in writing within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell the leased premises to the third party in accordance with his offer.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

14. LESSEE agrees not to advertise anything distasteful, negative, including but not limited to the following content. No dispensaries, or marijuana affiliates, alcohol, nudity, gentlemen's clubs, or competitive religious content (other than LESSOR'S) allowed. Political ads must be approved by LESSOR, prior to posting.



16. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:  
BY: [Signature]  
PAT SELGER  
VICE-PRESIDENT/GENERAL MANAGER

LESSOR: CORNERSTONE CHURCH  
BY: [Signature]  
BY: [Signature]

DATE: 10/20/2021

DATE: 10/17/2021  
61-262-6266  
LESSOR'S TELEPHONE NUMBER

52-1129473  
LESSOR'S SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

Cornerstone Assembly of God  
W-9 Name (as shown on your Income Tax Return)

1000 122-016 7007-2-USA-00  
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:  
7777 E. 38th Street  
Tulsa, OK 74145

Address of LESSOR:  
PO Box 1298  
Bristow, OK 74010

Witnesses (LESSEE)  
[Signature]  
[Signature]

Witnesses (LESSOR)  
[Signature]  
[Signature]



OAC

FEB 08 2022



POS: 35.852785°N, 96.378947°W ±9ft



Sign to here

PINK PEGS



21-182  
03 Dec 2021, 11:32:25



SE

180

SW

120

150

180

210

OAC

FEB 02 2022

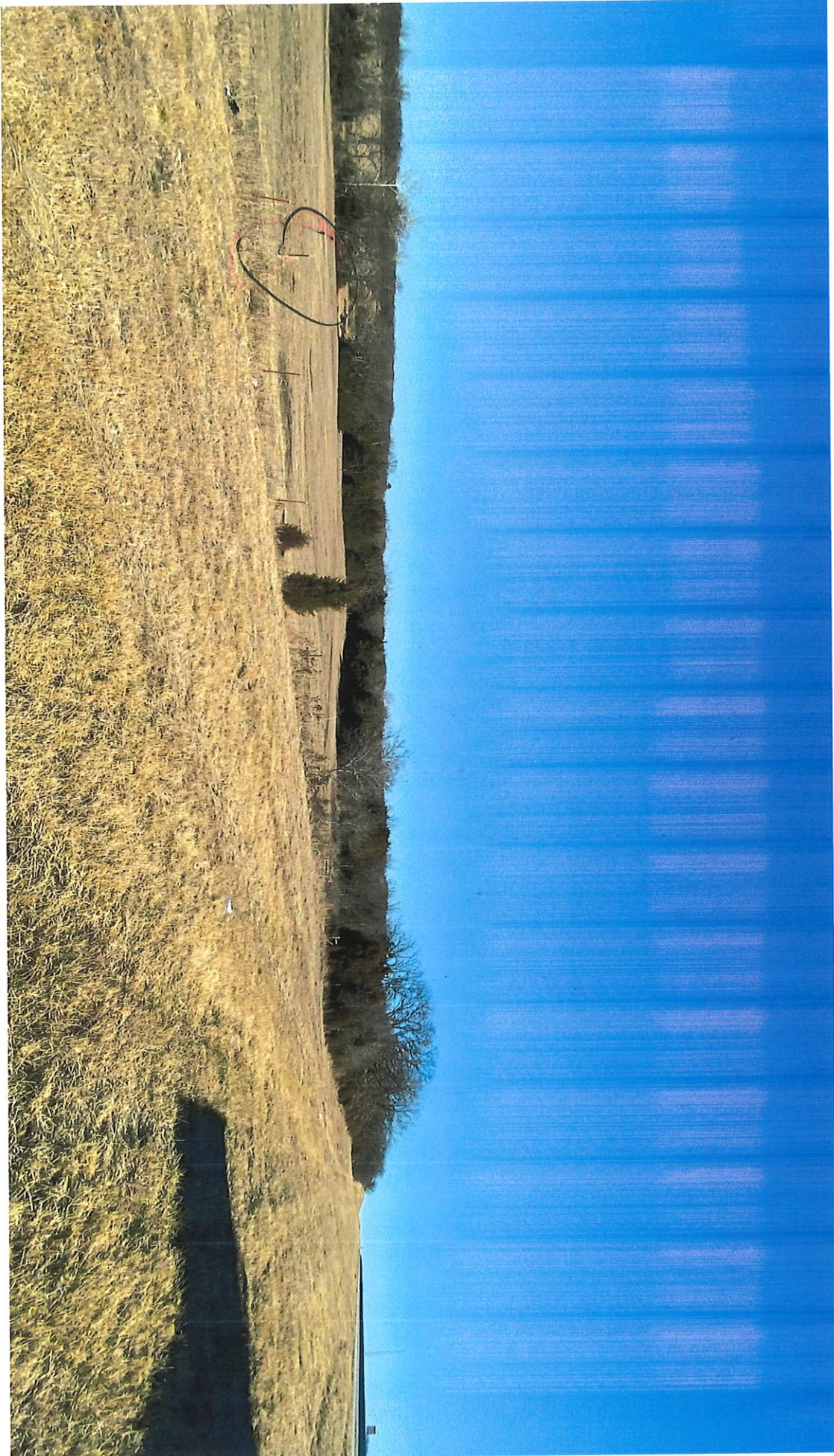
**POS: 35.852857°N, 96.378861°W ±13ft**



21-182

03 Dec 2021, 11:33:37





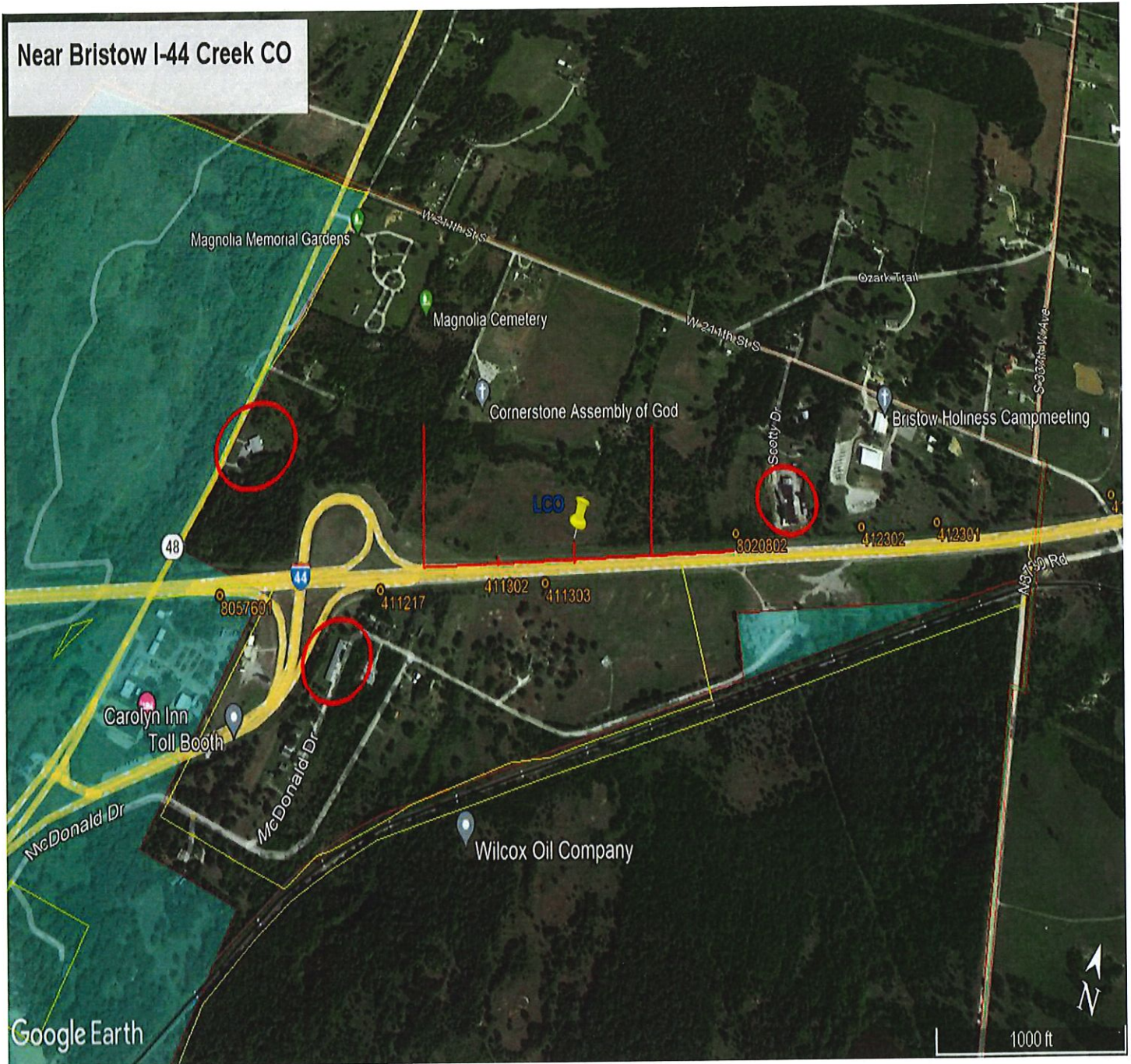
LOCATION EAST ↑







Near Bristow I-44 Creek CO



Google Earth

1000 ft



# Creek County Zoning 2018

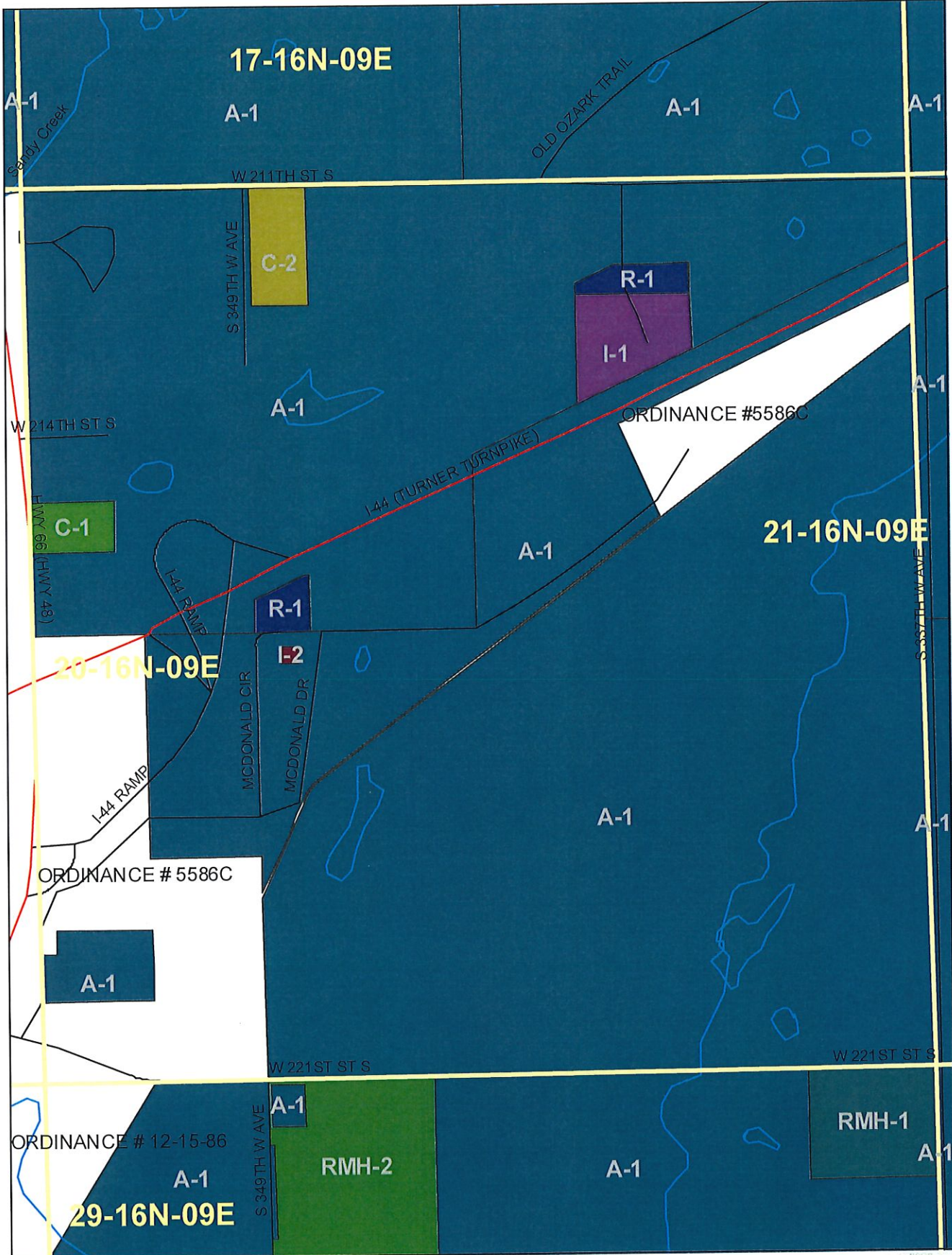
## Legend

- SECTION
- ROAD1
- ROAD2
- ROAD3
- WATER

## CrkZoning

### ZONE\_TYPE

- A-1
- A-2
- AG
- C
- C-1
- C-2
- CBD
- CG
- CS
- I-1
- I-2
- IH
- IL
- IM
- IR
- O
- OL
- OM
- R-1
- R-2
- R-3
- RD
- RE
- RM-1
- RM-2
- RMH
- RMH-1
- RMH-2
- RMT
- RS
- RS-1
- RS-2
- RS-3
- CITY



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