



OKLAHOMA DEPARTMENT OF TRANSPORTATION

Outdoor Advertising Control

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

January 24, 2022

David Romberg
39300 MacArthur
Shawnee OK 74804

*Application for Sign Registration
I-40, Pottawatomie
Land Owner: Joseph Charles Kunze*

Dear Mr. Romberg:

As discussed with Derek Vinson in a telephone conversation, the enclosed documents could not be processed due to the proposed site being unzoned and not located within 600 feet of a conforming business.

We are returning the application and other pertinent documentation.

If you have any questions or feel that these findings are incorrect, please contact this office within ten (10) days of receiving this letter at (405)521-3005.

I am sorry that we cannot issue a Permit in this instance but look forward to working with you on future endeavors.

Respectfully,

Barbara Hoppes

Barbara Hoppes
Transportation Manager
Outdoor Advertising Control

BH/dv

Enclosures

Barbara Hoppes

From: Derek Vinson
Sent: Thursday, January 20, 2022 11:18 AM
To: Barbara Hoppes
Subject: ROMBERG APPLICATION POTTAWATOMIE CO.

Barbara,

The recent application we received from David Romberg can be returned. I have spoken with David and Guy and Guy has confirmed that they will not be within 600ft of an active business at this time. Guy says you can void the check or whatever is more convenient when sending it back. The check is in Kellie's lock box.

Derek Vinson
Outdoor Advertising Control

Oklahoma Dept. of Transportation
Right-of-Way & Utilities Division
200 NE 21st Street, Room 2A1
Oklahoma City, OK 73105

(405)521-3005 (office)
(405)627-7415 (cell)
(405)522-0386 (fax)
E-mail: dvinson@odot.org



OKLAHOMA
Transportation

MAKE SAFETY STICK   EVERYBODY CLICK

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

FOR OFFICIAL USE ONLY		
DATE	3160 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	APPLICATION NO.	SIGN FILE NO.

OAC
JAN 13 2022

Part I - SIGN OWNER INFORMATION

101 Applicant's Name: David Romberg 102 Address: 39300 MacArthur
 103 City: Shawnee 104 State: Ok 105 Zip Code: 74804
 106 Telephone No. (405) 412-8888 107 Fax No. () 108 Email Address: david@billboard4you.com

Part II - LOCATION OF SIGN SITE

201 Located on Hwy.: I-40 202 Side of Hwy.: N 203 County Name: Pottawatomie 204 City Name: Shawnee
 205 Nearest Intersecting Hwy.: US-177 206 Direction from Intersection: E 207 Distance from Intersection: 1.16 Miles 208 Distance from Right-of-Way: 25 Feet
 N S E W Miles & Tenths

209 GPS Coordinates: Latitude: 35°23'04.32" N Longitude: 96°58'47.23" W

Part III - LAND OWNER INFORMATION (No. Assigned: 8503)

301 Land Owner's Name: Joseph Charles Kunze 302 Address: 6001 Acme Road
 303 City: Shawnee 304 State: Ok 305 Zip Code: 74804
 306 Telephone No. (580) 204-5795 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 25 ft. Width of Facing: 48 ft. Overall Height Above Ground: 55 ft.
 (Can not exceed 25 ft.) (Can not exceed 60 ft.) (No limit by state)

402 TYPE OF SIGN: Single Side-by-Side Stacked V-Type Back-to-Back Tri-Vision (Rotating Slats)
 (Can not exceed 30 ft.)

403 NO. OF PANELS: 4 404 WILL SIGN BE ILLUMINATED? YES NO If yes, will it be an LED display? YES NO
 (Advertising Displays)

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 **UNZONED 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? _____ (Must be some type of commercial, industrial or business designation.)
 503 - Who is the zoning authority? _____
 504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)

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? FEHDAN Meat Processing
 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 40-63-40 Div 3

REMARKS: _____ Inspector Preview: _____

STATE OF: COLORADO
 County of: TELLER
David Romberg being of lawful age and first duly sworn upon oath deposes and states the following:
 I, Guy Parker on behalf of David Romberg 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.

Signature of Applicant or Representative: [Signature]
 NOTARY PUBLIC: [Signature]
 Subscribed and sworn to me this 7th day of JANUARY, 2022
 My commission expires: 11-22-25
AMANDA MERCER
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20214045903
 MY COMMISSION EXPIRES NOVEMBER 22, 2025

Reply all Delete Junk Block ...

Fw: Permit Packet sent to ODOT

DR [Draft] This message hasn't been sent.

Copy of E-MAIL

Saved: Fri 1/7/2022 1:04 AM

Coker & I-40 Proposal-Appli... 5 MB

Dereck and Kelly,

As Dereck and I discussed this site is located as shown in the same application we sent earlier. (Application 7798/Owner No. 3160) However, the work was not yet complete for the outdoor lagoon improvement, which was needed to meet distance requirements. Currently, the lagoon should now be complete, and will put our purposed billboard site within 600 feet of the new business.

We apologize for not waiting to submit the first application until the outdoor lagoon construction was complete, but didn't realize the other improvements weren't close enough.

We did have the billboard site location staked and flagged as you requested, and now It should be clearly visible from Interstate 40

We're also mailing you a new application together with the \$100.00 application fee, and notary's signature.

Thank you both very much for your help and patience.

Please let us know if you need anything else from us.

David Romberg (405-412-8888) Owner # 3160

From: Guy Parker <guypa92556@gmail.com>
Sent: Sunday, May 23, 2021 1:02 PM
To: David Romberg <david@billboard4you.com>
Subject: Permit Packet sent to ODOT

Reply | Reply all | Forward

BILLBOARD EASEMENT AND AGREEMENT
BILLBOARD LAND LEASE AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. That Joseph C Kunze (Grantor) in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledges, grants, bargains, sells and conveys an exclusive billboard use easement and agreement unto David E. Romberg and Lori R. Romberg (Grantees), for the following described real property or premises located in Pottawatomie County, Oklahoma, to wit: A 60 foot wide tract of Land laying within the Northwest Quarter of Sec 34, Township 11 North, Range 3 East of the Indian Meridian, Pottawatomie County, Oklahoma. More particularly described as the width of said tract of Land being 60 feet wide North and South, with its length running along, and adjacent to the entire South boundary of said Northwest Quarter. Furthermore, the Interstate Forty Highway Right of Way Easement that lays within said NW/4 also runs along, and adjacent to said 60 foot wide tract's entire south boundary.

2. This billboard easement and agreement is perpetual, running with the land described above forever. Said billboard easement running upon and across above described property as needed to provide adequate access, ingress, and egress, to said billboards for the purpose of Grantor granting unto Grantees, their successors, assigns, sub- contractors, and heirs the right to use said easements for the purpose of accessing, building, servicing, erecting, displaying, removing, replacing and leasing illuminated, digital and/or static billboards. Grantor further grant unto Grantees, their heirs, and assigns, the right to bring utilities and electric to said billboard, which shall run on and across said property described above as Grantees deem necessary. Grantor further agrees that no object, building, or sign shall block the view of said billboard, and grants unto Grantee the right to remove trees, vegetation, or any object from above described property that may block the view of any portion of said billboards. Grantors relationship with Grantees is exclusive, Grantors shall not enter into agreements with others that would cause another billboard to be placed within a 1,500 foot radius of said billboard. Grantees are the sole owners of all billboard structures and materials, and Grantor has no ownership rights to said billboards.

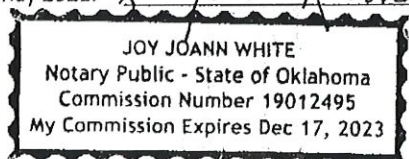
3. Billboard Locations: Grantees are limited to spacing the distance between billboards according to minimum spacing requirements of the Oklahoma Department of Transportation. Said billboard surface support poles are each limited to being centered within a five foot by five foot square area of surface land within above described property, and Grantors agree to grant each billboard an additional overhang easement above said five foot by foot squares as Grantees determine are needed to complete and/or service said billboard structures.

4. Payment: In addition to the sum mentioned in paragraph 1 above, Grantees shall make payment to Grantor as follows: Advance Payment: Fifteen Thousand dollars (\$15,000.00) shall be paid to Grantor in advance of any billboard face rent being actually collected by Grantees. However, said \$15,000.00 advance payment isn't due Grantor until 30 days after the Oklahoma Department of Transportation issues a valid billboard permit to Grantee. No other payment will be made by Grantees to Grantor until after 10% of the gross billboard face rent collected by Grantees exceeds said \$15,000.00 advance payment, with said \$15,000.00 advance payment being considered payment in full to Grantor for the entire aforementioned period of time. Annual Payment Thereafter: After said 10% of gross billboard face rent collected by Grantees reaches said aforementioned \$15,000.00, then Grantees shall pay to Grantor 10% of gross billboard face rent that is collected thereafter on an annual basis, with said payment being made to Grantor within 90 days after said annual date occurs. Grantor is paid by Grantees for billboard face rent only, which doesn't include fees collected by Grantees for utilities, maintenance, billboard face vinyl materials, art work, or other reasons.

5. Termination/Representation/Assignment: Said billboard structures and materials may be removed by Grantees at any time without notice, with final payment being due Grantors for only the time period occurring prior to such removal. Said final payment being due Grantor within 90 days of said billboard removal date. After said billboard removal and final payment, then this agreement shall be considered terminated, with both Grantor and Grantee unconditionally releasing the other from any and all terms and conditions of this lease agreement forever thereafter. This lease and agreement is binding upon and between Grantors, Grantees, their heirs and assigns for their benefit. However, all terms and conditions of this lease and agreement can be assigned by Grantors, Grantees, or their heirs to other parties, with this lease and agreement then being binding between said participating assignees only.

Signed and delivered this 1 day of May 2021. x [Signature] Joseph C Kunze (Grantor),

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTAWATOMIE)



Before me, in and for said County and State on this 11 day of May, 2021, personally appeared above Grantor, to me know to be the identical person who executed the within & foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act & deed for uses and purposes therein set forth.

[Signature]
NOTARY PUBLIC
Commission No. 19012495
My Commission Expires: 12-17-2023

202000011427
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
10-08-2020 At 02:37 PM.
JTWD 185.00
JAN 13 2022

Instrument 202000011427 PG 1 OF 2

Return To:
Godwin Feh, and Shemika Feh
1511 Mesa Verde
Shawnee, OK 74804

**WARRANTY DEED
JOINT TENANCY**



Tax ID#: 13748

Doc Stamps: 165.00
Filed/insured by: First American Title Insurance Company
File No.: 2547433-SH01 (DKB)

That **Joseph Charles Kunze, A Single Person**, (the "Grantor"), in consideration of the sum of TEN & NO/100-----Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **Godwin Feh, and Shemika Feh**, as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor, (the "Grantee"), the following described real property and premises situated in **Pottawatomie County, State of Oklahoma**, to wit:

SURFACE ONLY:

A tract of land in the Northwest Quarter (NW/4) of Section Thirty-four (34), Township Eleven (11) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as commencing at the Southwest corner of said NW/4; thence N00°34'53"W along the west line of said NW/4 a distance of 287.19 feet to the point of beginning; thence continuing N00°34'53"W, along the West line of said NW/4, a distance of 398.59 feet; thence N88°58'08"E a distance of 881.28 feet; thence S00°34'53"E a distance of 500.02 feet; thence S88°58'08"W a distance of 781.93 feet; thence N45°12'29"W a distance of 141.42 feet to the point of beginning.

LESS AND EXCEPT ANY AND ALL INTEREST IN AND TO ALL OF THE OIL GAS, COAL AND OTHER MINERALS AND ALL RIGHTS PERTAINING THERETO.

Property Address: **Coker Road, Shawnee, OK 74804**

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and **SUBJECT TO** easements, rights of way, restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this **October 08, 2020**.

Joseph Charles Kunze
Joseph Charles Kunze

First American Title SH 2547433

STATE OF OKLAHOMA
Pottawatomie County
Documentary Stamps: \$ 105.-

ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF OKLAHOMA }
COUNTY OF Pottawatomie } ss.

This instrument was acknowledged before me on **October 08, 2020**, by **Joseph Charles Kunze, A Single Person**.

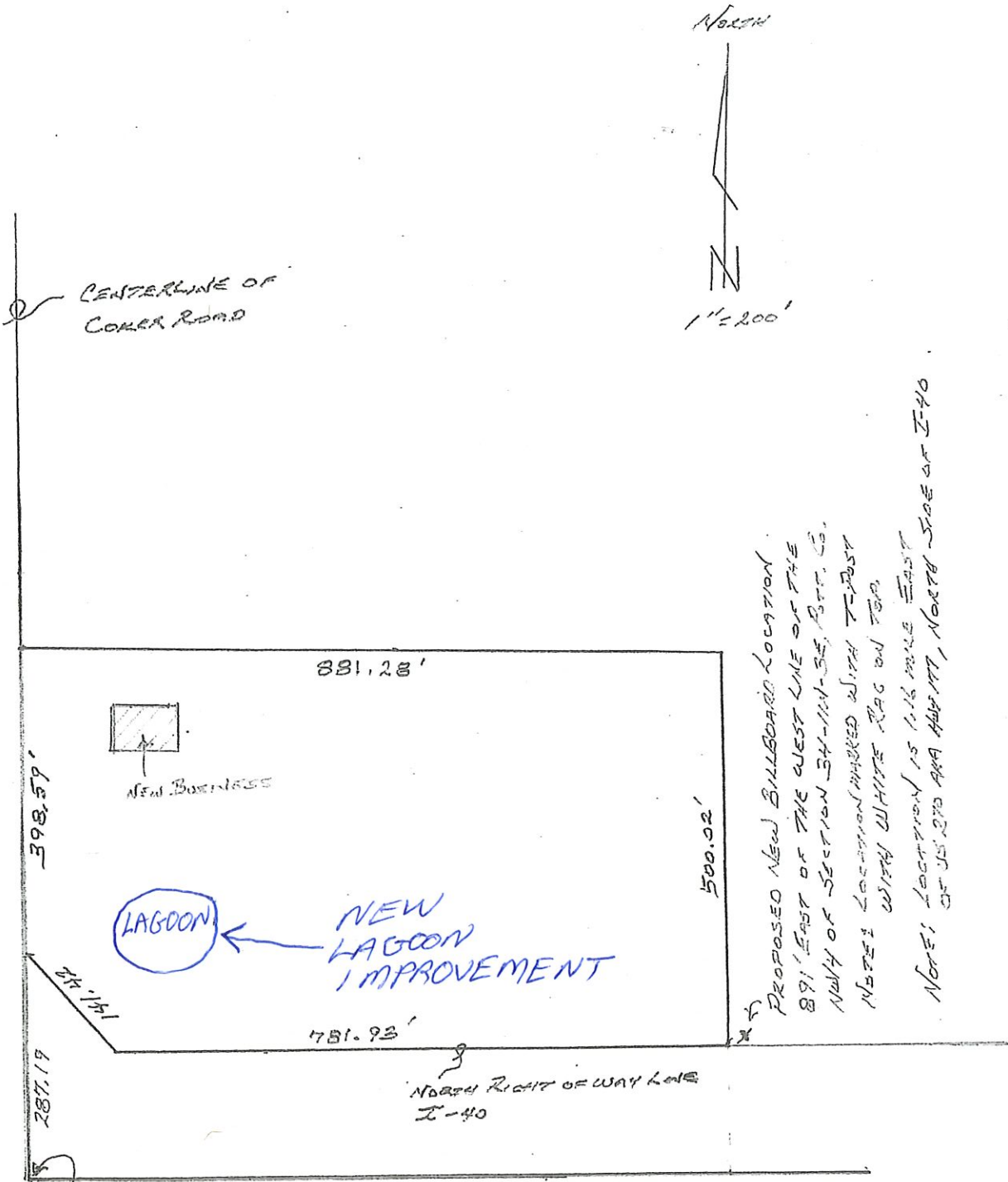


[Handwritten Signature]

NOTARY PUBLIC **D. Bourbonnais**

My Commission Expires: **5/2/2023**

Mail Tax Statements To:



PROPOSED NEW BILLBOARD LOCATION
 891' EAST OF THE WEST LINE OF THE
 NW/4 OF SECTION 34-11N-35E, POTTAWATOMIE CO., ILL.
 NEARLY LOCATED MARKED WITH T-POSTS
 WITH WHITE TAG ON TOP

NOTE: LOCATION IS 1/2 MILE EAST
 OF US 270 AREA 445 177, NORTH SIDE OF I-40

SW CORNER
 OF THE
 NW/4 SECTION 34-11N-35E,
 POTTAWATOMIE COUNTY, ILL.



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