



THE CITY OF ANTHONY

124 S. Bluff / P. O. Box 504
ANTHONY, KANSAS 67003

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September 20, 2024

Steve White
523 N Springfield
Anthony, KS 67003

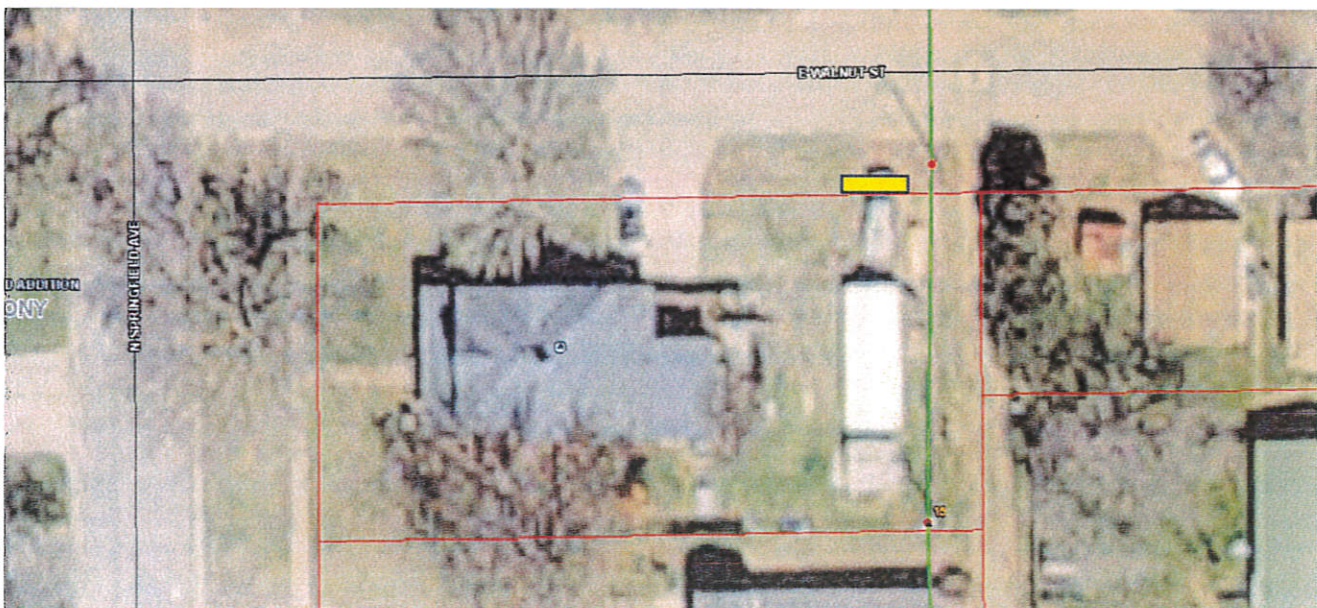
Approved Minor Street Privilege

Grantee: Robert S & Rosie C White

Approved Location: A 3'x12' area, the southwest corner of which begins at a location approximately 118' east of the northwest corner of the west half of the north 75' of Block 10E, Highland Addition to the City of Anthony, connecting to the north side of the existing garage.

Dear Mr. White,

As approved by the Anthony City Commission, you are hereby granted a minor street privilege to construct a new carport onto the existing concrete drive located on the north side of 523 N Springfield. The City grants the privilege for the carport to extend 3' into the existing right-of-way as described above and shown below in yellow (not to scale).



This privilege is granted subject to the following conditions:

1. The City and or the City Franchisee's shall retain primary use and rights to the right-of-way and grantee shall have subordinate privileges as described herein.
2. Use of the right-of-way shall be for the purpose of locating a carport to park operable vehicles under only. No other uses (including storage of any kind) are permissible under the carport in the area located in the right-of-way and must remain clear except for the parking of operable vehicles.
3. The carport MUST be an open structure on the east, west, and north sides for the life of this approval.
4. In the event that any public utility or franchisee activity within the right-of-way is planned or requires repair and/or maintenance and the same construction or repair is determined by the City or City Franchisee to be impacted due to the presence of this encroachment, the owner or grantee shall be obligated to (a) allow the City to remove or damage any structure in the right-of-way at the owner's or grantee's sole expense; (b) remove the encroachment; (c) pay all additional costs required to accommodate the encroachment. If the owner or grantee wishes to remove the encroachment, the owner or grantee must do so within (3) days of the notification of planned activities. If the City or Franchisee must respond due to a utility emergency, the City and Franchisee may proceed with option (a) above without notification to the owner or grantee which could include the towing of vehicles and or damage at the owner's expense.
5. The owner shall be responsible for any damage to the right-of-way and any City or City Franchisee infrastructure located in the right-of-way caused by owner, grantee, or other individuals associated with owner utilizing the right-of-way.
6. It shall be a condition of this approval that the owner of the property shall save, defend, and hold the City harmless of any and all liability, claims, or expenses of any kind caused by, or growing out of, the construction, maintenance, operation, relocation, discontinuance or abatement of such use of the right-of-way or easement.
7. Owner shall notify their insurance provider of the owner's property located in the public right-of-way and the requirement that owner's insurance shall be liable for any claims of the public made against or caused from this approved use.
8. When the public safety or welfare shall require the permanent or temporary discontinuance or modification of this approval, the City shall take all actions necessary for the public interest.
9. This approval is granted subject to all applicable laws and regulations. Nothing herein shall be construed as overriding or superseding any existing local, state, or federal laws. All parties are responsible for ensuring compliance with relevant legal requirements.

By signing below, I understand the requirements of this approval and agree to the conditions stated herein.

Grantee: _____

City Clerk: _____

Print: _____

Cydra Kastens

Grantee: _____

Date: _____

Print: _____