



## Minor Section Line Road Permit

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, and Stark County, a political subdivision of the State of North Dakota.

WHEREAS, \_\_\_\_\_ wishes to build roads on sections lines in the area of oil well sites to foster ingress and egress to those sites by its company vehicles, and

WHEREAS, Stark County desires that any section line roads built in the County comply with construction and maintenance provisions approved by the County Engineer and the County Road Representative, and

WHEREAS, Stark County wishes to facilitate and promote the development of the natural resources of the County,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. That \_\_\_\_\_ is hereby authorized to build roads on sections lines in consultation and in accordance with the instructions of the Stark County Road Representative. Each proposed segment of road shall require consultation and agreement with the Stark County Road Representative.
2. \_\_\_\_\_ shall build said roads in compliance with road specifications set out by the County Engineer (See Attachment A) and shall maintain said roads in compliance with instructions of the Stark County Road Representative.
3. \_\_\_\_\_ shall pay all costs to build and maintain these roads.
4. \_\_\_\_\_ shall center these roads on the section lines unless approved otherwise.

5. \_\_\_\_\_ must obtain all regulatory, governmental and environmental permits or clearances, such as (but not limited to) Army Corps of Engineers Wetland Permit, North Dakota Department of Health Storm Water Permit, ND State Historic Preservation Office Clearances, Drainage Permits, etc.
6. \_\_\_\_\_ will acquire any additional right-of-way needed to construct and maintain these roads without cost to Stark County. This shall include a "prohibition corridor" of seventy-five (75) feet on either side of the section line for above ground and buried utilities; no utilities may be placed in this corridor.
7. \_\_\_\_\_ shall indemnify, defend and hold harmless Stark County from any and all claims, demands, causes of action or liability for damages, loss or injuries arising out of \_\_\_\_\_ or its agents' construction or maintenance of all roads and intersections that are built pursuant to this agreement.
8. This agreement shall be binding upon \_\_\_\_\_, its assignees, or successors.
9. \_\_\_\_\_ shall keep Stark County informed of a contact person for communication and shall direct communication to the County Road Representative.
10. These roads shall be constructed by licensed and bonded contractor to work in the State of North Dakota. A copy of the Contractor License and Bond will need to be attached to the Road Agreement.
11. \_\_\_\_\_ shall provide dust suppression, at its own expense, to any and all roads it has built on the section lines, at Stark County's request.

NOTICE IS HEREBY GIVEN THAT SHOULD PERMITTEE FAIL TO EXECUTE AND MAINTAIN ALL TERMS AND CONDITIONS LISTED HEREIN, STARK COUNTY MAY REVOKE MINOR ROAD PERMIT AT ANYTIME.

NOTICE IS FURTHER GIVEN THAT MINOR ROAD PERMIT REMAINS IN FULL FORCE AND EFFECT UNTIL SUCH TIME THAT MINOR ROAD PERMIT IS RESCINDED EITHER BY AGREEMENT OF THE PARTIES OR BREACH OF THIS MINOR ROAD PERMIT.

NOTICE IS FURTHER GIVEN THAT UNDER THE TERMS OF THIS MINOR ROAD PERMIT, STARK COUNTY IS NOT RESPONSIBLE FOR ANY MAINTANCE OF ANY ROAD BUILT PURUSANT TO THIS MINOR ROAD PERMIT.

NOTICE IS FURTHER GIVEN THAT ROAD PERMIT SHALL SURVIVE ANY CHANGE IN LAND OWNERSHIP.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

*STARK COUNTY*

By: \_\_\_\_\_

*Title: Chairman of Board  
Stark County Commissioners*

Witness: \_\_\_\_\_  
*Stark County Auditor*

## Attachment "A"

### Design Standards on County Local Roads "Off-System" for New or Reconstruction of Existing Infrastructure

	County Major Collectors (CMC) "ON-System"	Local Roads (County) "Off-System"	Local Roads (Township) "Off-System"	Local Roads (Other) "Off-System"
Bridge Width (Clear Roadway) – Min. is 28 ft.				28'
Storm Design frequency (Bridges)				15 YEAR
Design Loading (Bridges) – Min is HS -25				HS 25
Culvert Design Frequency *				10 YEAR
Minimum travel way width (both lanes + shoulders)				22'
Graded Roadbed Width (sub-grade) – Gravel Surface				22'
Minimum travel way width (both lanes +shoulders)				22'
Design Speed				25 to 35 MPH
Right of Way Width				66' Min
In slope Ratio				4 to 1
Separation (Road top to Ditch bottom)				Variable

- Bridges – For County Major collectors (on-system); the design frequency is 25-years and other local roads (off-system); the design frequency is 15 years. If an overflow section is provided, then the waterway opening plus the overflow section must pass the appropriate design frequency.
- Culverts – The same design frequencies are required for culverts as they are for bridges; except for Township roads, the design frequency is 10 years. These requirements are required according to North Dakota Century Code.