

**HEAVY HAULING PERMIT** # \_\_\_\_\_

Permission has been requested by \_\_\_\_\_ (name) of \_\_\_\_\_  
(name of Company) to move trucks and heavy equipment over County road(s)  
\_\_\_\_\_ for a distance of \_\_\_\_\_ miles for a \_\_\_\_\_ day period. The  
present load limit on said county road(s) is \_\_\_\_\_ tons. \_\_\_\_\_ (Permittee) advised  
that individual loads would not exceed state requirements, and that the total weight to be moved during the  
permitted period would not exceed state limits. The parties agree that loads exceeding the legal weight limit  
in Arkansas would be on a special permit to be obtained from the County.

Permission is hereby granted the Permittee to move trucks and heavy equipment over county roads as  
indicated on the attached County road map, subject to the conditions herein stated. Permittee agrees to keep  
the road(s) watered and the dust level to a minimum on County roads listed above when roads are dry,  
creating a dusty condition as trucks travel over the roads.

In consideration of the granting of this permit, the Permittee listed above hereby agrees to be responsible  
for any damages done to the County roads listed above, or adjoining rights-of-way by said use of the roads  
and rights-of-way, for the permitted usages. The Permittee specifically agrees to pay any and all damages, if  
any, done to the roads and rights-of-way, and pay the complete cost of restoring said roads and rights-of-way  
to the condition existing prior to said use of roads and rights-of-way as determined by the County.

\_\_\_\_\_ (Permittee) does/does not wish to inspect the said County roads. The road(s)  
were inspected on \_\_\_\_\_ (date). The County and Permittee hereby specifically agree that said roads  
and rights-of-way are in \_\_\_\_\_ condition at the time of the granting of this Permit. It is a further  
condition of this Permit that said Permittee will post a Surety Bond, set by the County Official in the amount of  
\$ \_\_\_\_\_ covering potential damage to said roads and rights-of-way from the usage as  
contemplated prior to moving any loads on these roads.

It is made a specific condition of this Permit that no provision concerning a Bond will act as a limitation of  
liability of the company on damages suffered as a result of damage to roads or rights-of-way, and that  
Permittee is responsible for paying damages in the amount necessary to restore said roads and rights-of-way  
to the present \_\_\_\_\_ condition, as determined by the County.

Proof of the execution of said bond by attaching a copy of said bond to this Permit shall be furnished to the  
County Judge prior to moving said loads on said County roads. It is further conditioned that if at any time the  
bond surety withdraws its bond during the permitted period that the Permit, upon the surety's withdrawal, is  
immediately terminated and that Permittee will move no further loads until and unless a new Permit and  
bond is executed. It is a further condition of this Permit that the said Permittee will notify the County Road  
Superintendent when the hauling at the specified location is completed, so that a final inspection of the  
road(s) may be made. It is understood that this permit covers only the specified location, and that a new  
Permit must be obtained before moving to a new location. This Permit shall be valid for a period of \_\_\_\_\_  
days, commencing on \_\_\_\_\_ (date) and expiring on \_\_\_\_\_ (date).

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

Permittee Signature: \_\_\_\_\_ County Official: \_\_\_\_\_