

EMERGENCY ROAD USE AGREEMENT
BETWEEN
SIMPSON TIMBER COMPANY AND MASON COUNTY

It is agreed by both parties that in the event of a Federal, State and/or County declared disaster or emergency, Mason County response personnel may, upon prior written notice to Simpson Timber Company, designate and use existing Simpson Timber Company roads as emergency alternate access and/or evacuation routes. Notwithstanding the foregoing, such use by Mason County shall not unreasonably interfere with the operations and activities of Simpson Timber Company on such designated roads and related property.

During the term or duration of the emergency, MASON COUNTY agrees to maintain those roads used in the emergency to a logging road standard or better to allow SIMPSON TIMBER COMPANY'S operational use to continue.

Following the crisis, MASON COUNTY crews will return the SIMPSON TIMBER COMPANY owned roads to their pre-emergency condition or leave in an improved condition acceptable to SIMPSON TIMBER COMPANY.

MASON COUNTY agrees to defend, indemnify, and save harmless SIMPSON TIMBER COMPANY, its officers and employees, from and against any and all liability, loss, cost, damage, and expense, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the emergency use of SIMPSON TIMBER COMPANY logging roads, whether such injuries to persons or damage to property is due to the negligence of SIMPSON TIMBER COMPANY, or its agents, successors or assigns, or MASON COUNTY, its appointed and elective officers, employees, or their agents. This provision shall not apply to the extent that the SIMPSON TIMBER COMPANY is judicially found solely negligent for the damage or injury and additionally to the extent that the SIMPSON TIMBER COMPANY is found comparatively negligent as to that portion only of its negligence, or to the extent that MASON COUNTY is judicially found free from negligence.

SIMPSON TIMBER COMPANY or MASON COUNTY may terminate this agreement at any time by giving written notice to the other. The termination shall take affect thirty (30) days after the written notice is provided.

Dated this 21st day of May, 1993.

SIMPSON TIMBER COMPANY

William O. Hunter
Authorized Signature

President

Title

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

William O. Hunter
WILLIAM O. HUNTER, Chairperson

Absent
LAURA E. PORTER, Commissioner

M. L. Faughender
M. L. FAUGHENDER, Commissioner

ATTEST:

Rebecca R. Rogers
Clerk of the Board 8/24/93

APPROVED AS TO FORM:

Mike Clift

MIKE CLIFT

Deputy Prosecuting Attorney

cc: Commissioners
Prosecuting Attorney
Simpson Timber Co.
Emergency Services
Sheriff

Mason County Road Dept.

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