

## ACCESS AGREEMENT

This Access Agreement (this "**Agreement**") is entered into on March 13, 2024 (the "**Effective Date**") between Skookumchuck Dam LLC ("**TransAlta**") and West Consultants, Inc. ("**West Consultants**")

### Background

WHEREAS TransAlta is the fee owner of real property in Skookumchuck, Washington and described in more detail in Exhibit A (the "**Property**"); and

WHEREAS TransAlta has within the Property waterways which are part of the Chehalis River Basin; and

WHEREAS WEST Consultants, as part of the Chehalis River Basin Flood warning system, desires to install, operate, regularly maintain, repair, and remove the Flood Warning System gaging infrastructure for purposes of monitoring rising river levels and flood conditions in the Chehalis River Basin ; and

WHEREAS WEST Consultants has requested TransAlta's consent to enter onto the permitted areas (the "**Permitted Areas**") on the Property also described in Exhibit A to place flood warning system water elevation gage, datalogger and satellite telemetry equipment (together, the "**Equipment**") on the Permitted Areas; and

WHEREAS WEST Consultants desires access on the Permitted Areas to install, operate, regularly maintain, repair, and remove the Equipment on the Property (together, the "**Activity**"); and

WHEREAS, subject to the terms of this Agreement TransAlta has agreed to grant to WEST Consultants the right to enter the Permitted Areas on the Property for the Activity subject to the terms and conditions of this Agreement.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Agreement shall be effective as of the last signature date, and shall continue for five (5) years, unless earlier terminated under the provisions of Section 9 below. The Agreement may be renewed or extended by the written consent of TransAlta for such period and upon such terms and conditions as TransAlta may agree. Termination does not relieve WEST Consultants from liabilities arising prior to termination.
2. Subject to WEST Consultants' compliance with the terms and conditions of this Agreement, TransAlta consents and hereby grants to WEST Consultants and their employees, agents, and contractors ("**WEST**

**Consultants Designees")** a non-exclusive, non-transferable, revocable license to enter the Permitted Areas on the Property to conduct the Activity. . The Activity is subject to the terms and conditions of this Agreement, and any other reasonable terms and conditions imposed by TransAlta's field representatives as TransAlta shall see fit.

3. WEST Consultant is granted access to the Permitted Areas described in Exhibit A hereto. WEST Consultant acknowledges and agrees that it is responsible for ensuring that it and WEST Consultants Designees shall only access the Permitted Areas on the Property for the Activity.
4. The Equipment will be installed, operated, and maintained by WEST Consultants in its sole discretion. TransAlta shall have no financial or other obligations regarding the Activity. WEST Consultant, at its sole cost and expense, shall have the right to apply for and obtain all government permits, licenses, and approvals necessary for constructing the Equipment.
5. WEST Consultants and WEST Consultants Designees expressly agree that they shall use the Property in a safe and prudent manner and in accordance with the terms and conditions hereof and any applicable laws. WEST Consultants agrees that in the event that damage to or destruction of the Property results from the entry by WEST Consultants or WEST Consultants Designees onto the Property in connection with the Activity, at the election of TransAlta, WEST Consultants shall restore the Property at its sole cost and expense.
6. . WEST Consultants shall give TransAlta a minimum of forty-eight (48) hours' advance written notice (including email) to arrange for access to the Permitted Areas to conduct the Activity. WEST Consultants' request for access shall be limited to Monday to Friday between the hours of 8:00 am and 4:00pm.
7. WEST Consultants and WEST Consultants Designees shall enter and use the Property at their sole risk and shall defend, indemnify and save harmless TransAlta, its directors, officers, employees agents, contractors, subcontractors, licensees, invitees, successors and assigns ("**TransAlta Group**"), from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon TransAlta and its TransAlta Group for its breach of this Agreement, breach of applicable laws, and claims for property damage or personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons resulting from its activities and the activities of WEST Consultants and WEST Consultants Designees as



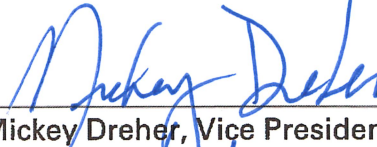
applicable, on the Permitted Areas, unless such claims are due to the negligence of TransAlta

8. . WEST Consultants shall provide TransAlta with the Insurance set forth in Exhibit B.
9. WEST Consultants shall agree to, with respect to the performance of this Agreement and as to claims against TransAlta and TransAlta Group expressly waive its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of WEST Consultants. This waiver is mutually negotiated by the parties to this Agreement.
10. Both Parties agree that the installation and placement of the Equipment is for purposes of monitoring rising river levels and flood conditions in the Chehalis River Basin as part of the Chehalis River Basin flood warning system. TransAlta shall have full authority and sole discretion to approve or disapprove the location of the Equipment.
11. TransAlta shall have no financial or other obligations regarding the Activity.
12. This Agreement shall remain in effect until a time that either party terminates this Agreement by giving 30-days written notice to the other party. Upon such termination, WEST Consultants shall be responsible for removal of the Equipment within thirty (30) days, with a minimum of five (5) days written notice to TransAlta of said removal. WEST Consultants shall restore the Permitted Areas, if applicable, to the position it was prior to installing the Equipment.
13. Contact and Notice shall be provided in writing to the following:

TransAlta Paul Hoebing, Skookumchuck Dam Manager 913 Big Hanaford Road Centralia, WA 98531 360/330-2337 (o), 360/628-1198 (c) <a href="mailto:paul_hoebing@transalta.com">paul_hoebing@transalta.com</a>	WEST Consultants Andreas Kammereck, Vice-President  12509 Bel-Red Road, Suite 100 Bellevue, WA 98005 425/646-8806 (o), 425/894-0440 (c) <a href="mailto:akammereck@westconsultants.com">akammereck@westconsultants.com</a>
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IN WITNESS WHEREOF and intending to be legally bound the parties have executed this Agreement as of the Effective Date.

**SKOOKUMCHUCK DAM LLC**

  
\_\_\_\_\_  
Mickey Dreher, Vice President

Date: 3/13/2024

**WEST CONSULTANTS, INC**

  
\_\_\_\_\_  
Andreas Kammereck, Vice-President

Date: 2-20-24



**EXHIBIT A**  
**Description of the Property and Permitted Areas**



**EXHIBIT B**  
**Insurance**

**Insurance**

- a. WEST Consultants shall procure and maintain for the duration of the Agreement, the insurance stated below.
  - i. Minimum Amounts of Insurance:  
WEST Consultants shall maintain the following insurance limits:
    - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
    - 2. Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate.
    - 4. Workers' Compensation or equivalent insurance, to the full extent required in the jurisdictions in which the work is being performed and wherever the contracts of employment for WEST Consultant's employees are made or expressed to be made
- b. Insurance is to be placed with insurers with a current A. M. Best rating of no less than A: VII; (ii) contain a provision that the insurance thereunder will be primary and will not call into contribution any other insurance available to TransAlta; and (iii) provide thirty (30) days' written notice of material change or cancellation to TransAlta.
- c. Within ten (10) days after accepting the Agreement or prior to commencing any work (whichever is earlier), WEST Consultants shall provide TransAlta with: (i) a certificate from the appropriate Workers' Compensation Board or Commission, if applicable, showing that WEST Consultants has registered and is in good standing with such Board or Commission; and (ii) a Certificate of Insurance evidencing compliance with the other provisions of this Section. WEST Consultants shall provide TransAlta with evidence of renewal of all insurance policies prior to the date on which the applicable policy must be renewed.