

*AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION**

The landowner agrees that the U.S. Geological Survey (USGS), Oklahoma-Texas Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at **LATITUDE: 29° 22' 1.01" N, LONGITUDE: -98° 37' 35.65" W**
and/or

INDIAN CREEK AT MEDINA BASE ROAD, SAN ANTONIO, BEXAR COUNTY, TEXAS

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1 - Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2 - Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 3 year(s) 0 month(s) unless terminated earlier by USGS upon 60 days written notice. After 3 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner: City of San Antonio
Address: City Hall 100 Military Plaza, San Antonio, Texas 78205
Telephone Number: 210-619-1000

USGS Water Science Center Director
Address
Telephone Number

Timothy Raines
1505 Ferguson Lane, Austin, Texas 78754
512-927-3500

USGS Project Chief
Address
Telephone Number

Keith Mecum
5563 De Zavala Rd, Ste. 290, San Antonio, TX, 78249
210-262-6278

Landowner Signature

Printed Name:

Date

U.S. Geological Survey Signature

Printed Name:

Date