

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF WELL EQUIPMENT

THIS AGREEMENT, entered into this _____ day of _____, 19____, by and between _____, hereinafter called Licensor, and the United States of America, by and through the Bureau of Land Management, the Bureau of Reclamation, and the United States Geological Survey, Department of the Interior, hereinafter called the Licensee, pursuant to the Acts of March 3, 1909 (35 Stat. 844; 30 U.S.C. 81), June 22, 1910 (36 Stat. 583; 30 U.S.C. 83), and December 29, 1916 (39 Stat. 862; 43 U.S.C. 299), all of which were amended by the Act of June 21, 1949 (63 Stat. 215; 30 U.S.C. 54). Also, the Act of July 14, 1960 (74 Stat. 506; 43 U.S.C. 1361-1383).

WITNESSETH:

Licensor, for and in consideration of \$ _____, and in consideration of the faithful performance by Licensee of all activities and conditions herein contained, hereby consents and agrees to the installation, maintenance and use, and right of ingress and egress to and from wells and well reading stations described as follows, hereinafter referred to as Stations

The interest granted herein shall be a perpetual right of occupancy provided, that, at _____ year intervals the parties shall meet and discuss the terms of the agreement and revisions will be made where agreed upon; however, should the United States abandon the lands in question and fail to use its rights as granted hereunder, the right of occupancy shall revert in the Licensor.

The said Stations described above as well as the access routes are located as shown on Exhibit A which is attached and made a part hereof.

The said Stations and appurtenances thereof shall be maintained in a good, safe, and workmanlike manner.

The said Stations and appurtenances and all equipment tools for the maintenance and use thereof placed in or upon said described property shall remain the property of the Licensee and may be removed by the Licensee at its own cost and expense at any time during the life of this agreement. Upon removal or relocation of said Stations and appurtenances the Licensee shall restore said described property to as nearly as possible the same state and condition existing prior to the installation of said Stations and their appurtenances.

The Licensee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 U.S.C., 2671 et. seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Licensee's employees, acting within the scope of their employment, in the installation, use, maintenance, removal or relocation of said stations, appurtenances, equipment, and tools.

This agreement shall become effective on the day and year first above written, and shall continue in full force and effect until terminated by Licensee at any time on 30 days written notice.

No Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share of this agreement, or to any benefit arising therefrom, but this provision shall not be construed to extend to this agreement if made within a corporation for its general benefit.

The Licensor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Licensee the right to terminate the license, or, in its discretion to deduct from the license amount or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Licensor upon Licensees secured or made through bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business.

This agreement shall inure to the benefit of and be binding upon the successors, assigns, and transferees of the parties hereto, including successors of the Licensee in control of the project or the portion thereof affected by this agreement.

