

SUBCONTRACT SAMPLE PACKET

PAGE 1: SUBCONTRACT FORM

SUBCONTRACT

This Subcontract is made and entered into this _____ day of _____, 20____, by and between NORTH DELTA WATER AGENCY (herein called Agency) and _____ (herein called Water User).

RECITAL

Article 18 of the Contract between the State of California Department of Water Resources (herein called the State) and Agency dated January 28, 1981, (herein called the Contract) provides that the Agency may enter into subcontracts with water users within the Agency boundaries in which the assurances and obligations provided in the Contract as to such water user are assigned to the area covered by the subcontract. It is the intention of this Subcontract to comply precisely with the terms of Article 18 of the Contract.

AGREEMENTS

1. It is hereby agreed by and between Agency and Water User that Water User shall have, by the Subcontract, the benefit of the assurances and obligations provided in the Contract assurances and obligations shall pertain to the real property owned by the Water User and located within the boundary of Agency, which property is described in Exhibit A attached hereto and made a part hereof.
2. Water diverted under the Contract by Water User for use within the Agency, shall not be used or otherwise disposed of outside the boundaries of the Agency by Water User, without the express consent of the state. All return flow water from water diverted within the Agency under this Subcontract, shall be returned to the Delta channels. Subject to the provisions of the Contract concerning the quality and quantity of water to be made available to Water User within the Agency, and to any reuse or recapture by Water User within the Agency, Water User relinquishes any right to such return flow, and as to any portion thereof which may be attributable to the State Water Project, Water User recognizes that the State has not abandoned such water.
3. Water User, in consideration of the execution of this Subcontract and the Contract, on behalf of itself, its successors and assign, in ownership of the property described in Exhibit A attached hereto, agrees (a) to accept the provisions for water quality set forth in the Contract as a limit of the Quality of water available from the Delta channels for use on the property, and (b) that the property described in Exhibit A attached has no greater right to the use of water from Delta channels than that from Delta channels than that set forth in the Contract.
4. It is agreed that in return for the assurances provided by the Subcontract, Water User shall be obligated for all assessments of Agency levied upon the lands described in Exhibit A, as imposed from time to time by Agency for the purpose of meeting the obligations of Agency to the State pursuant to Article 10 of the Contract, and as necessary in the determination of the Agency Board of Directors to provide for the cost of operation of the Agency as authorized under the North Delta Water Agency Act (Statutes of 1973, Chapter 283 as amended).
5. This Subcontract shall be subject to any amendment or termination of the Contract, which may be made by mutual agreement of the State and the Agency pursuant to Article 14 of the Contract, and to the North Delta Water Agency Act.
6. The benefits to, and obligations of, Water User shall benefit and bind the successors in interest of the Water User in and to the property described in Exhibit A attached hereto and shall be deemed a covenant running with the land.
7. It is not the intention of the parties to this Subcontract to imply that the assurances under the Contract are available to the lands described in Exhibit A only through the means of this Subcontract, but to make such assurances explicit.
8. This Subcontract has been approved in form by the State pursuant to paragraph 18 of the Contract. Following execution, it will be recorded by the Agency. The original recorded Subcontract will be returned to the Water User and a copy of the recorded Subcontract forwarded to the State Department of Water Resources for their records.

NORTH DELTA WATER AGENCY

BY _____
Chairman, Board of Directors

BY _____
Water User

All legal owners (or the legal representative for an estate or corporation, etc.) must sign. If you have two names in the top space, you must have two signatures – both witnessed by the notary.

Please hand-write the Assessor's Parcel Number onto this form.

Do not sign the form until your signature can be witnessed by the notary.

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PAGE 2: "EXHIBIT A"

EXHIBIT A

1799 262 CORPORATION GRANT DEED (Individual) **LAND RECORDS**
 For Recorder's Use Only
 1799 MONTEREY COUNTY OFFICIAL RECORDS RECORDED AT REQUEST OF
 199 JUN 21 PM 2 48
 1799 262
 RECORDER

Le FORREST, INC., a corporation,
 GRANTEE
 HOWARD WELLSCHLAGER
 all that real property situate in the County of Monterey State of California,
 described as follows:

PARCEL I:

Beginning at a concrete highway monument standing on the easterly line of California State Highway No. 1, said monument being shown on Sheet 17 of that certain highway plat entitled "State of California, Department of Public Works, Division of Highways, Plan and Profile of State Highway in Monterey County Running between Rocky Creek and San Hemo Divide, V-201-55-1," approved June 25, 1931, said monument being on said easterly line at an equation in stationing of 222 + 04.30 B. C. + 223 + 41.00, at which point there is also an equation of bearing of N. 7° 57' W. ± N. 8° 05' W.; thence, running northerly along said easterly line of said state highway

- (1) N. 8° 05' W., 497.73 feet, to a point on said easterly line as shown on Sheet 18 of said plat, said point being S. 8° 05' E., 350.60 feet, from the southwesterly corner of that certain 6.10 acre tract of land described in that certain deed of partial reconveyance from Coast Counties Land Title Co. to Charles P. Sawyer et ux, dated November 2, 1933 and recorded November 2, 1933 in Volume 1468, Official Records of Monterey County, California, at Page 276; thence, leaving said easterly line
- (2) N. 61° 55' W., 1146.98 feet; thence
- (3) S. 2° 05' E., 747.66 feet, to a point in a canyon; thence, following the approximate centerline of said canyon
- (4) S. 05° 22' W., 158.74 feet; thence
- (5) S. 65° 40' W., 270.07 feet; thence
- (6) S. 57° 06' W., 255.97 feet; thence
- (7) N. 00° 42' 30" W., 240.05 feet; thence
- (8) S. 59° 06' 30" W., 214.13 feet; thence
- (9) S. 50° 02' 30" W., 61.24 feet, to a point on said easterly line of said highway as shown on said Sheet 17; thence, following said easterly line
- (10) 233.09 feet along the arc of a curve shown on said map, the center of which bears N. 75° 06' 10" E., 1866.00 feet (long chord bears N. 11° 28' 25" W., 232.96 feet) to the point of beginning and containing 20.000 acres and being a portion of the Victorine Ranch as shown and delineated on that certain map entitled "Survey of a Portion of the Victorine Ranch, South of Malpasos Creek" filed for record on July 30, 1928 with the Recorder of Monterey County, California in Volume 3 of Surveys at Page 26. Basis of bearings: said easterly line of said highway as shown on said sheet 18.

PARCEL II:

Beginning at the southwesterly corner of said 6.10 acre tract of land described in said deed of partial reconveyance, said corner being S. 8° 05' E., 615.74 feet along said easterly line of said state highway from a concrete monument standing on said easterly line at Station 240 + 35.16, as said easterly line and said monument at said station are shown on Sheet 18 of said highway plat; running thence from said point of beginning along the southwesterly line of said tract of land and the easterly line of said tract of land

This is the page from your deed that has the legal description of your property on it.

(This is an example from the Internet and is NOT a deed located in the North Delta).

Please ADD your Assessor's Parcel Number by hand if it is not in the document.

SUBCONTRACT SAMPLE PACKET

PAGE 3: Notary's Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of _____ }
On _____ before me, _____
Date Name, Title and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee	<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PLEASE have your notary use the state's "all purpose acknowledgement" form.

ADDITIONAL DOCUMENTS

Additional documents such as maps, the 1981 North Delta Contract, or others are not required. In many cases, they can get in the way of having your document recorded. Please use sparingly, and call if you have any questions about whether a document should be included.