

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 fro 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