



DEPARTMENT OF WATER
COUNTY OF KAUA'I

“Water has no Substitute – Conserve It!”

MARCH, 2007
(Revised TMK format)

GRANT OF EASEMENT (GOE)
Instruction Sheet

GOE Process for information:

1. Once you have final inspection by the Department of Water for all of the water facilities that you have constructed and you want to convey the water facilities to the Department of Water, in addition to executing a Conveyance of Water Facility document, you also need to execute a Grant of Easement to give the Department of Water permission to go onto your property to maintain the water facilities that you have conveyed.
2. Please submit your easement document for the Department of Water's review. Upon final completion of your water facilities and legal review of your easement document, it will be on the next scheduled Board of Water Supply meeting agenda for the Board's approval (the Board meets once a month).
3. Once your easement document is approved and all of your other requirements are met, your project will receive a Certificate of Completion.

Instructions to execute ATTACHED conveyance document:

1. **AGREEMENT MUST BE TYPED. USE ONLY BLACK INK FOR INFORMATION PROVIDED BY THE APPLICANT, ALL SIGNATURES AND THE NOTARY'S INFORMATION AND SIGNATURE.** If you are signing as an individual or on behalf of a corporation, partnership, etc., **please have your situation stated exactly and consistent throughout: a) the body of the document, b) the signature section and c) the notary section.** If there is more than one party to the document, please be sure all signatures are notarized.
2. **Do Not** use abbreviations [e.g. Department of Water (DOW)].
3. **Example of Tax Map Key Number (TMK): (4) 3 - 8 - 0 0 5 : 0 0 2 ;**

For this DOW document, please fill out the TMK No. blank as per the sample above; detailed explanation below:

- (4): is for island of Kaua'i.
- 3: Zone No. (max. 1 digit)
- 8: Section No. (max. 1 digit)
- 005: Plat No. (max. 3 digits)
- 002: Parcel (max 3 digits)

4. **ALL** blanks must be filled out, including the notary section; please insert **n/a** if not applicable.
5. Please use the following format to fit your situation:

Individual: I, John Doe, unmarried, whose mailing address is..... and whose residence address is.....

Husband/Wife: I (We), John Doe and Jane Doe husband and wife, whose mailing address and whose residence address is.....

Trust: I (We), John Doe, Trustee of the John Doe Revocable Living Trust dated January 1, 2000, and Jane Doe, Trustee of the Jane Doe Revocable Living Trust dated January 1, 2000, whose mailing address is ... and whose residence address is.....

Corporation:
Company/Association: - - - whose principal place of business and mailing address is.....

Partnership: - - - whose principal place of business and mailing address is.....

Power of Attorney: - - - whose principal place of business and mailing address is.....

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6. Please attach applicable notary section to your document that will fit your situation. Please see example notary sections on our website and select the notary section that is applicable to your situation (for example: a partnership or corporation, with a corporate seal, if applicable, is necessary.) Your notary may also have applicable notary sections.

The Bureau will accept only 8 ½" x 11" paper, nothing smaller or larger, nor small sections of paper stapled onto any page of your document.

7. Please attach to the easement document a metes & bounds description, together with the surveyor's map marked "Exhibit A" on the bottom.

8. Please submit one (1) original and two (2) copies.

The Department of Water will record your easement document at the Bureau of Conveyances. Upon its completion, we will send you a recorded copy for your files.

Instructions to execute your RETYPED easement document:

If the attached easement document does not fit your situation, please retype this easement document to include whatever is applicable for your situation.

1. Please be sure to keep a clear 3½-inch top margin for the first page of your document so the Bureau of Conveyance can place their stamp when your document is recorded at the Bureau. To retype your easement, please use the attached document as a guideline.
2. Also follow Item Nos. 1-8 above.

If you have questions, please call the Department of Water at (808) 245-5419 or you may visit our website at: http://www.kauaiwater.org/svc_applications.asp. Thank you

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: **MAIL [XX]** Pickup []
TO:

DEPARTMENT OF WATER
PO BOX 1706
LĪHU'E, HAWAI'I 96766

GRANT OF EASEMENT
for
TMK: (4) ____ - ____ - ____ : ____ ;

THIS INDENTURE is made on this _____ day of _____,
between

a _____ corporation,
whose principal place of business is

and whose mailing address is

(hereafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is P. O. Box 1706, Līhu'e, Hawai'i 96766 (hereafter "GRANTEE");

W I T N E S S E T H:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE an easement in perpetuity on, over, and under that certain parcel of land located generally at _____ District, Kaua'i, Hawai'i, **Tax Map Key No. (4)** ____ - ____ - ____ : ____ ;

Project Name: _____

Subdivision No.: _____, and more particularly described in Exhibit "A", which is attached and incorporated by reference into this grant of easement (hereafter "easement area").

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR. In such an event, this easement shall cease to exist by operation of the GRANTEE's non-use, without any necessary action on the GRANTOR's part.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be re-located, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is the subject of the easement area or any building or structure of any kind (other than roads, sidewalks, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE.

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances.

This Paragraph No. 5, though, shall not prevent the GRANTOR from crossing over, constructing, and maintaining roadways within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not interfere with the exercise of the GRANTEE's rights under this easement; and

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons.

When used within this document the term "GRANTOR" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The term shall also mean the GRANTOR's or GRANTORS' estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

APPROVED:

OWNER:

Manager and Chief Engineer
Department of Water, County of Kaua'i

By: _____
(Please type or stamp name above.)

GRANTOR

**APPROVED AS TO FORM
AND LEGALITY:**

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

County Attorney

By Its _____

GRANTEE

STATE OF HAWAI'I)
) ss.
COUNTY OF KAUA'I)

On this _____ day of _____, _____, before me appeared _____
_____, to me personally known, who, being by me duly sworn, did say that said officer is the
_____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the
foregoing instrument was signed on behalf of said Department, and said officer acknowledged said instrument to be
the free act and deed of said Department, and that said Department has no corporate seal.

Notary Public, State of Hawai'i

Name of Notary: _____

My Commission expires: _____

Grantor: Please attach applicable notary section to your document (need to be letter size paper, 8-1/2" by 11"). Your notary section should match the situation under which you are signing this document. (You can check our website for a list of example notary sections.)