



DEPARTMENT OF WATER
COUNTY OF KAUA'I

"Water has no Substitute – Conserve It!"

MAY 2010

(Revised Fees September 2009)

NON-INTERCONNECTION AGREEMENT
Instruction Sheet

NOTE: THIS AGREEMENT IS SUBJECT TO THE DEPARTMENT OF WATER'S APPROVAL; IF NOT COMPLETED CORRECTLY, THE AGREEMENT MAY BE REJECTED AND SENT BACK FOR CORRECTIONS.

Please complete, sign, and notarize the attached Non-Interconnection Agreement. This Agreement must be recorded at the Bureau of Conveyances prior to receiving the Department of Water's approval.

- 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 consistently 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 format: (4) 3-6-0 2 : 0 1 6**
- 4. ALL** blanks must be filled in, 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.....

- 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. After notarization, please submit the Agreement and a copy of your deed as a means of verifying ownership of the lot to the Department of Water, P.O. Box 1706, Līhu'e, HI 96766; or you may hand deliver it to 4398 Pua Loke Street, Līhu'e, Kaua'i, for further processing.

UPON COMPLETION, THE DOCUMENT WILL BE RETURNED TO YOU FOR YOUR RECORDATION AT THE BUREAU OF CONVEYANCES.

8. **To expedite the return of your recorded Agreement from the Bureau of Conveyances, please mail the original and one (1) copy of the Agreement, along with a \$30.00 check payable to the Bureau of Conveyances, State of Hawaii. Be sure to include two (2) self-addressed stamped envelopes (SASE) with your submittals. NOTE: Fees are \$30.00 per document and \$1.00 per page after 20 pages. Do not send cash.** The Agreements, fee, and SASE must be sent to the following address to be processed:

Bureau of Conveyances
Department of Land & Natural Resources
PO Box 2867
Honolulu, HI 96803

9. The Bureau will retain the original Agreement for microfilming, which may take a few months, before it is returned. However, the Bureau will return a copy of the recorded Agreement approximately within ten (10) business days. **Please submit that copy of the recorded Agreement to the Department so we may process your application.** The original recorded Agreement will be your file copy.

If you have further questions, contact the Bureau of Conveyances in Honolulu at (808) 587-0134, or the Department of Water at (808) 245-5419 or you may visit our website at:

http://www.kauaiwater.org/svc_applications.asp

Note: The Bureau of Conveyances may refuse to record any instrument, paper, or notice if:

- It is not 8.5" x 11"; or, which contains a schedule, inventory, or exhibit not 8.5" x 11".
- It will not reproduce legibly under photographic or electrostatic methods.
- An instrument consists of more than one page, and is not single-sided, numbered consecutively, (beginning with number one); or, the total number of pages contained in the document isn't referenced on the first page thereof; or, has any papers or materials secured or attached in any manner that may conceal any written text; or, is not stapled once or fastened in the upper left corner; or, has a cover or backer attached. The Registrar may remove any rivets affixed to an instrument.
- A self-addressed, correctly-stamped envelope (of appropriate size) does not accompany the instrument.

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: **MAIL [X]** Pickup []

TO: _____ (Type name & mailing address)

<p>NON-INTERCONNECTION AGREEMENT for</p> <p>TMK: (4) _____ § _____;</p>

I (we),

whose mailing address is (are)

called "OWNER," in consideration of the County of Kaua'i, Department of Water (DOW), allowing water service from DOW as well as a private water system for property located at TMK: (4) _____ § _____; Lot No. _____, District _____, Kaua'i, Hawai'i, OWNER agrees, promises, and covenants as follows:

- A. The private water system is not a rain catchment system.
- B. No interconnection between water supplied by DOW's water meter and water supplied by the private water system exists or shall be constructed.

- C. OWNER is responsible to maintain and operate the private water system. It must be clearly stated on the construction drawings; final subdivision map and deeds of the affected lots that OWNER is responsible to maintain and operate the private water system;
- D. If the proposed development is through private water system, OWNER shall execute DOW's Waiver and Release, which will waive, release, and indemnify DOW from any liability for damages from this agreement.
- E. This agreement shall be binding upon the OWNER and its heirs, successors and assigns, and shall inure to the benefit of the DOW and its successors and assigns.
- F. OWNER shall comply with any applicable Federal, State or County law and shall be solely responsible for any inspection or testing of the private water system.
- G. 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.

Dated: _____

OWNER:

Type or stamp name below signature

Dated: _____

OWNER:

Type or stamp name below signature

Owner: Please attach an applicable notary section to your document (must be letter sized paper, 8-1/2" by 11"). Your notary section should match the situation under which you are signing this document. (Please refer to our website at www.kauaiwater.org for a list of example notary sections.)