



DEPARTMENT OF WATER
COUNTY OF KAUA'I

"Water has no Substitute – Conserve It!"

JUNE 2017 (Updated)

WAIVER AND RELEASE AGREEMENT
Instruction Sheet

TO: ALL BUILDING PERMIT APPLICANTS

RE: WAIVER AND RELEASE AGREEMENT – RECORDATION INSTRUCTIONS

NOTE: THIS AGREEMENT IS SUBJECT TO THE DEPARTMENT OF WATER'S APPROVAL; IF THE DOCUMENT IS NOT DONE CORRECTLY, THE AGREEMENT MAY BE REJECTED AND RETURNED TO THE APPLICANT FOR THE NECESSARY CORRECTIONS.

The applicant is made aware that this Waiver and Release Agreement may not be required if either of the two following criteria/conditions are met:

- The Department has records of a completed Waiver and Release Agreement for the specified location and project being proposed. The project description must match exactly (i.e. a Waiver and Release Agreement previously done only for sheds will not be acceptable for a dwelling unit).
- A copy of the current deed to the lot is submitted to the Department. **The deed must clearly specify that County (Department of Water) water service is not available to the lot or similar wording, as approved by the Department.** If there are any discrepancies in acceptable wording, a Waiver and Release Agreement (current form) will be required to be completed by the current owners of the lot.

Examples of adequate wording include the following: *"Domestic water service to this lot is not available from the Department of Water, County of Kaua'i"* and *"Non-Availability of domestic water service from the Department of Water, County of Kaua'i."*

If the deed only specifies that the applicant must complete a Waiver and Release Agreement with the Department of Water, then the applicant will be required to complete the Agreement.

If the deed refers to a recorded Waiver and Release document, the recorded documents wording must be verified by the Department of Water to include the project being applied for by the applicant. It shall be the applicant's responsibility to provide a copy of any referenced document if the Department requires it.

Please have **ALL OWNERS** complete, sign, and notarize the attached Waiver and Release Agreement. This Agreement must be recorded at the Bureau of Conveyances prior to receiving the Department of Water's approval of your Building Permit Application.

- 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 properly notarized.
- DO NOT** use abbreviations [e.g. Department of Water (DOW)].
- ALL BLANKS** must be filled out, including the notary section; please insert n/a if not applicable.

4. Please see the detailed explanation below for clarification on how to properly fill-in the Tax Map Key Number Format:

Example of Tax Map Key Number Format: (4) 3 - 8 - 0 0 5 : 0 0 2 ;

- (4): is for island of Kaua'i
- 3: Zone Number (1 digit)
- 8: Section Number (1 digit)
- 005: Plat Number (3 digits)
- 002: Parcel Number (3 digits)

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. **PRIOR TO NOTARIZING YOUR AGREEMENT**, to insure the document has been correctly filled out, please submit the completed Waiver and Release Agreement and a copy of your deed as a means of verifying ownership of the lot to the Department of Water (DOW), P.O. Box 1706, Lihue, HI 96766; or 4398 Pua Loke Street, Lihue, Kaua'i, for further processing. Please contact the DOW at (808) 245-5419 with questions concerning the review process. The Department will return the agreement to you for notarization once we have reviewed and verified the information contained in your document.
7. **PLEASE ADD THE APPLICABLE NOTARY SECTION TO YOUR AGREEMENT**. Please see example notary sections on our website and select the notary section that is applicable to your specific situation (for example: a partnership or corporation, with a corporate seal, if applicable, is necessary.) Your notary may also have appropriate notary sections.

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 \$41.00* 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 \$41.00* 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 within approximately 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 additional 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.

***Costs noted above are subject to change without notice. Please contact the Bureau of Conveyances for potential changes to pricing.**

LAND COURT SYSTEM

REGULAR SYSTEM

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

TO:

(Type name & mailing address)

WAIVER AND RELEASE AGREEMENT
for

TMK: (4) _____ - _____ - _____ : _____ ;

I / (We),

whose mailing address is (are):

and whose residence address is:

and our agents, successors, heirs, and assigns, hereinafter called the "OWNER", have full knowledge and am aware that the property located at **Tax Map Key No. (4)** _____-_____-_____ _____; _____ _____;
District _____, Kaua'i, Hawai'i, hereinafter called "Property", presently is without water or water service from the County of Kaua'i.

Please circle the appropriate PROJECT or list the PROJECT type on the blanks provided below:

OWNER intends to build their PROJECT on the Property. The term, PROJECT includes, but is not limited to: residences, sheds, barns, garages, gazebos, pools, green houses, shade houses, ponds, guest houses, cottages, equipment maintenance buildings, office, workshops, studios, animal shelters/houses, storage shelters, retaining walls, wall fences, wind mills/generators, towers, storage tanks, wells, towers, restaurants, stores, waste water treatment facilities, factory/processing buildings, hospitals, school buildings, clinics, airport facilities, car washes, retail buildings, and temples/churches

OWNER is presently seeking a building permit from the Building Division of the Department of Public Works of the County of Kaua'i for such PROJECT.

OWNER desires to commence construction of the PROJECT knowing that no County-supplied water service of any kind exists and acknowledging and accepting the fact that no County-Supplied Water service may ever exist at the location;

OWNER agrees, promises, and covenants, as follows:

1. The issuance to OWNER of a building permit by the County of Kaua'i for the PROJECT on the Property described above will not be construed by OWNER to infer, to warrant, or to guarantee that water or water service by the County will be provided to the Property described above at any time in the future;

2. OWNER will not use the issuance of the building permit as a basis for any claim, action, suit, or demand of any kind whatsoever for the providing of water or water service to the OWNER by the County of Kaua'i, at this time or any time in the future;

3. OWNER waives any right OWNER has to institute any claim, action, suit, or demand of any kind whatsoever which could or will arise out of the absence of County-supplied water or water service to the Property;

4. Prior to taking any action that affects the title to the Property, OWNER will notify OWNER's agents, successors in interests, or assigns, of the entire contents of this Waiver and Release, as such agency, successorship, or assignment becomes legally effected, by having him, her, or them affix his, her, or their signatures upon a document attesting to such notice, and will provide to the Building Division of the Department of Public Works of the County of Kaua'i a copy of such properly executed document upon execution;

5. OWNER shall defend, indemnify, and hold harmless the County of Kaua'i, the Department of Water, and the Board of Water Supply, from any and all claims, actions, suits, or demands that is brought by any person, entity, third-party, OWNER's agents, successors in interest, or assigns, which could or will arise out of the absence of County-supplied water or water service to the property and/or for OWNER's failure to comply with any provision of this Waiver and Release;

6. The covenants and servitudes created in this Waiver and Release are hereby declared to encumber and touch and concern the Property and the beneficial rights in the Property. OWNER expressly understands and agrees that the covenants and servitudes created by this Waiver and Release shall run with the land as an encumbrance on the Property and shall constitute notice to all persons, natural and corporate, who may have or claim an interest in the Property.

7. The validity of this Waiver and Release, its terms and conditions, and any disputes relating to this Waiver and Release shall be governed by the laws of the County of Kaua'i, State of Hawai'i.

8. 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.

IN WITNESS WHEREOF, OWNER has executed this Agreement this _____ day of

_____, _____.

OWNER:

Dated: _____

(Owner's Signature)

(Please type/stamp name above)

OWNER:

Dated: _____

(Owner's Signature)

(Please type/stamp name above)

Owner: 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 may check our website for a list of example notary sections.)