|  |  |
| --- | --- |
| **LAND COURT SYSTEM** | **REGULAR SYSTEM** |

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

TO: **DEPARTMENT OF WATER**

 **4398 PUA LOKE STREET**

 **LĪHUʻE, KAUAʻI, HAWAIʻI 96766**

*Document contains* *pages*

|  |
| --- |
| WAIVER AND RELEASE AGREEMENTfor**TMK:** **(4)      -     -               :               :** |

KNOW ALL PERSONS BY THESE PRESENTS:

In compliance with the Rules and Regulations of the Department of Water, County of Kaua‘i, State of Hawai‘i,

|  |  |  |
| --- | --- | --- |
| Owner Name | Owner Mailing Address | Owner Residential or Business Address |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |

herein the “Owner,” being fully aware that Owner’s property identified as Tax Map Key No.

TMK: (4)      -     -               :               :                    ; District: Choose an item., Kaua‘i, Hawai‘i, hereinafter “Property,” is presently without water or water service from said department, does hereby covenant and agree to the provisions of this Waiver and Release Agreement, herein the “Agreement.”

1. Building Permit Approval; No Guarantee of Water Supply or Service. Owner is presently seeking a building permit from the Building Division of the Department of Public Works, County of Kaua‘i for Click here to enter text., herein, the “Project,” on the Property and desires to commence construction of the Project knowing that no Department supplied water service of any kind exists and acknowledging and accepting the fact that no Department supplied water service may ever exist at the Property. The issuance to Owner of a building permit by the County of Kaua‘i for the Project on the Property shall not infer, warrant, or guarantee that water or water service by the Department will be provided to the Property at any time in the future.
2. Waiver and Release; Indemnification. In consideration of the Department’s approval of Owner’s building permit, Owner hereby waives, releases, and discharges the Department and shall indemnify, hold harmless, and defend the Department from and against all claims, actions, suits, costs, losses, demands, liabilities, injuries or death to persons, or damages to property, of every nature and kind, in equity or in tort, arising from or related to no Department supplied water or water service, or both, to the Property, and for Owner’s failure to comply with any provision of this Agreement.
3. Binding Effect. The servitudes created by this Agreement shall run with the land and shall bind Owner. The Department shall have the right to enforce this Agreement by appropriate action at law or suit in equity against Owner and all costs and fees including reasonable attorney’s fees associated with the enforcement of this Agreement shall be at Owner’s sole expense.
4. Recordation; Effect of Failure to Record. Owner agrees that this Agreement must be recorded, and that Owner will bear the burden of any costs associated with the recordation. Owner’s failure to record this Agreement shall render the Department’s approval of Owner’s building permit void.
5. Cancellation. The Department may at any time, unilaterally, and in the Department’s sole and absolute discretion, execute a cancellation of this instrument and record the same in the Bureau of Conveyances of the State of Hawai‘i when this instrument is no longer necessary.
6. Definitions. As used in this Agreement:

“Department” means and includes the Board of Water Supply and the Department of Water, and their respective officers and employees, and the County of Kaua‘i and its respective officers and employees.

“Owner” means the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships, and other forms of business entities, and also means the Owner’s estates, heirs, personal representatives, successors, successors-in-trust, assigns, lienors, mortgagees, and any other natural persons or business entities to whom an interest in the Property may be conveyed or who may claim an interest in the Property.

“Project” means and 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.

1. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single instrument as though the signatures of all the parties are upon the same document.
2. Form and Legality. This Agreement has been approved as to form and legality by the County Attorney as required by the Charter of the County of Kaua‘i. No modification of any term herein, other than the completion of the fillable fields, is permitted without the express written approval of the County Attorney or a Deputy County Attorney. Any such modification made without the express written approval of the County Attorney or Deputy County Attorney will result in the revocation of the approval as to form and legality.

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Owner hereby makes and duly executes this Agreement to be effective this Click here to enter text. day of Choose an item., Click here to enter text..

OWNER(S):

Click here to enter text.

By: Click here to enter text.

Its: Click here to enter text.