



DEPARTMENT OF WATER  
COUNTY OF KAUA'I

“Water has no Substitute – Conserve It!”

JUNE 2017 (Updated)

**ELEVATION AGREEMENT**  
**Instruction Sheet**

TO: ALL BUILDING PERMIT APPLICANTS

RE: ELEVATION 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.**

Please have ALL OWNERS complete, sign, and notarize the attached Elevation Agreement. This Agreement must be recorded with the Bureau of Conveyances prior to receiving the Department of Water’s approval of your Building Permit Application.

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)

**AGREEMENT MUST BE TYPED.** Use only black ink for information provided by the applicant, all signatures and the notary’s information. If you are signing as an individual, Trust, 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.

1. **DO NOT** use any abbreviations when filling in the agreement.
2. **ALL BLANKS** must be filled in; please insert **N/A** if it’s not applicable to your situation.
3. 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.....

4. **PRIOR TO NOTARIZING YOUR AGREEMENT**, to ensure the document has been correctly filled in, please submit the draft Elevation Agreement and a copy of your deed as a means of verifying ownership of the lot to the Department of Water, 4398 Pua Loke Street, Lihue, Hawaii 96766; or by Fax (808) 245-5813 for Department review/comment. Please contact the Department of Water at (808) 245-5419 with questions regarding the review process. The Department will return the agreement to you for notarization once we have reviewed and verified the information contained in your agreement.
5. **PLEASE ADD THE APPLICABLE NOTARY SECTION TO YOUR AGREEMENT** (for example: a partnership or corporation, with a corporate seal, if applicable, is necessary.) Your notary may also have applicable notary sections **PLEASE HAVE YOUR SITUATION STATED EXACTLY AND CONSISTENTLY THROUGHOUT:** **a)** the body of the document, **b)** the signature section and **c)** the notary section.
6. **RETURN THE SIGNED AND NOTARIZED AGREEMENT**, once you obtain the necessary signatures and notary for your agreement, resubmit the document for Department of Water (DOW) signature approval. The applicant must obtain signature approval by the Department prior to recordation at the Bureau of Conveyances. If the Department's County Attorney and Department's Manager and Chief Engineer approve the document, it will be returned to you for recordation.

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

7. To expedite the return of your recorded Agreement from the Bureau of Conveyances, please mail the **original and (1) copy of the Agreement, along with a \$41.00\* check payable to the Bureau of Conveyances, State of Hawaii. Be sure to include (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
8. 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 recorded copy of the 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](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

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

TO: \_\_\_\_\_ (Type name & mailing address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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<p style="text-align: center;"><b>ELEVATION AGREEMENT</b> for</p> <p style="text-align: center;"><b>TMK: (4) _____:_____;</b></p>
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I (We),

whose mailing address is (are):

and whose residence address is:

(hereinafter "OWNER") being fully aware that my (our) property identified by Tax Map Key No: (4) \_\_\_\_-\_\_\_\_-\_\_\_\_ \_\_\_\_:\_\_\_\_; District:\_\_\_\_, Kaua'i, Hawai'i, is situated at such an elevation that it cannot be assured of a dependable water supply or of adequate water service, in consideration of water service provided by the DEPARTMENT OF WATER of the COUNTY OF KAUA'I (hereinafter "Department"), do hereby agree to the provisions of this Agreement.

1. OWNER's water service. OWNER understands and agrees that OWNER's real property is situated at such an elevation that it cannot be assured of a dependable supply of water from the Department, or of adequate water service from the Department's distribution system. As such, OWNER, in consideration of the Department providing water service to OWNER, accepts such water service and such water pressure as the Department is able to provide from its existing facilities. If OWNER's water service or water pressure is inadequate, or OWNER's water supply is undependable, OWNER shall install and maintain at OWNER's cost and expense a water storage tank and water pump of suitable design and of sufficient capacity to furnish OWNER with an adequate and dependable supply of water and adequate water pressure.

2. Air gaps & other protective devices. When required by the Department, OWNER shall install an air gap or other protective devices between OWNER's supply pipe and the Department's service connection.

3. Waiver and Release. OWNER hereby waives, releases, discharges, and holds harmless the Department from and against any and 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 or growing out of the Department's inability to provide adequate water service or adequate water pressure, or both, to OWNER.

4. Definitions. As used in this agreement:

"Department" means the Kauai County Board of Water Supply, the Kauai County Department of Water, and their respective officers and employees, and also includes 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 subject property may be conveyed or who may claim an interest in the subject property.

Execution in counterparts. 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

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Property Street Address)

\_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Type/stamp name above)

\_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Type/stamp name above)

\_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Type/stamp name above)

\_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Type/stamp name above)

\_\_\_\_\_

**Owner:** Please attach 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. (You may check our website for a list of example notary sections.)

APPROVED:

APPROVED AS TO FORM  
AND LEGALITY:

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

\_\_\_\_\_  
County Attorney

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 he/she is the Manager and Chief Engineer of the DEPARTMENT OF WATER of the COUNTY OF KAUA'I, HAWAI'I, 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: \_\_\_\_\_