



DEPARTMENT OF WATER
COUNTY OF KAUAI

“Water has no Substitute – Conserve It!”

MARCH, 2007
(Revised TMK Format)

RIGHT-OF-ENTRY AGREEMENT
Instruction Sheet

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.....

RIGHT-OF-ENTRY AGREEMENT
Instruction Sheet

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, which 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 agreement 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 conveyance document at the Bureau of Conveyances. Upon its completion, we will send you a recorded copy for your files.

Instructions to execute your RETYPED conveyance document:

If the attached conveyance document does not fit your situation, please retype this conveyance 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
LIHUE, HAWAII 96766

<p style="text-align: center;">RIGHT-OF-ENTRY AGREEMENT for TMK: (4) ____-____-____-____-____-____-____-____-____-____;</p>

THIS AGREEMENT made as of the _____ day of _____, _____, by and between

whose mailing address is

and whose residence address is:

and its successors and assigns, hereinafter called the "OWNER", and the BOARD OF WATER SUPPLY, COUNTY OF KAUAI, a political subdivision of the State of the Hawaii, whose mailing address is PO Box 1706, Lihue, Kauai, Hawaii 96766, and its successors and assigns, hereinafter called the "BOARD",

W I T N E S S E T H:

The OWNER owns that certain real property(ies) situated at _____ District, Island and County of Kauai, State of Hawaii, more particularly identified as Kauai
Tax Map Key No. (4) ____ - ____ - ____ : ____ ; (hereinafter called "SUBJECT PROPERTY", and as described in the map attached hereto as Exhibit "A" and made a part hereof, hereinafter called the "map"; and

The SUBJECT PROPERTY is currently being processed under Subdivision Application No. _____ for subdivision, into a number of separate lots, before the Planning Commission of the County of Kauai; and

The OWNER is required, pursuant to the Rules and Regulations of the BOARD, to construct and/or to install certain improvements for the conveyance of potable water to the lots which will result from said Subdivision Application No. _____, pursuant to certain standards established and adopted by said BOARD; and

At the time of the completion of the required improvements for Subdivision Application No. _____, the OWNER intends to dedicate and/or convey the roadway, being Lot No. _____ as depicted on the subdivision maps on file with the Planning Commission, to the County of Kauai and all other necessary water fixtures, facilities, and works to the BOARD, which dedication and/or conveyance cannot be accomplished until such time that certifications and inspections of completed work have been conducted by the County of Kauai and the BOARD;

The OWNER desires that the BOARD, through its officers, agents, and employees, be allowed to conduct all necessary inspections of the work being done pursuant to the said Subdivision Application No. _____ in order to ensure that said work meets the standards of the BOARD,

NOW, THEREFORE, the parties hereto agree and promise as follows:

1. The OWNER does hereby grant the BOARD, its officers, agents and employees, a right-of-entry over and across the SUBJECT PROPERTY for the purposes of conducting all necessary inspections for and on behalf of the BOARD, and, if appropriate, for constructing, maintaining, conducting water meter readings on, and repairing any and all facilities and improvements for the conveyance of potable water to the lots which will result from the said Subdivision Application No. _____

2. The BOARD shall indemnify and hold the OWNER harmless against loss or damage to the SUBJECT PROPERTY and the lots which will result from the said Subdivision Application No _____, or the property of others, and from liability for injury or death to any person, when such loss, damage, injury or death is caused or occasioned by the negligent act of the BOARD, or its officers, agents and/or employees, in exercising the rights under this Agreement.

3. The OWNER hereby warrants and covenants with the BOARD that it is the OWNER of the SUBJECT PROPERTY and has the full right and authority of enter into this Agreement.

4. The term of this right-of-entry shall commence upon the execution of the same by the OWNER, and shall automatically expire, without the submission or presentation of any documents to that effect, at such time that the OWNER executes either: (a) a Grant of Easement with respect to that portion of the SUBJECT PROPERTY which the BOARD deems necessary for the purposes designated and described in paragraph (1) above and a Conveyance of Water Facilities for those improvements and facilities deemed necessary by the BOARD, or (b) a Dedication Deed in favor of the County of Kauai, by which the OWNER conveys, for public roadway and related purposes, the roadway lot depicted on the subdivision maps on file with the Planning Commission, together with all improvements and appurtenances thereon.

5. The term "OWNER", wherever used herein, includes the OWNER and the OWNER's successors and assigns. The term "BOARD", wherever used herein, shall include the BOARD, its officers, agents, employees, and successors, and assigns.

6. 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 AS TO FORM
AND LEGALITY:**

APPROVED:

County Attorney

Manager & Chief Engineer
Department of Water

ACCEPTED:

BOARD OF WATER SUPPLY

By Its _____

OWNER:

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

OWNER:

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

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

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 KAUAI, 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 Hawaii

Name of Notary: _____

My Commission expires: _____

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 can check our website for a list of example notary sections.)