



DEPARTMENT OF WATER
COUNTY OF KAUAI

Water has no Substitute - Conserve It!

MAY 2011

WAIVER OF CONSTRUCTION DRAWINGS FOR CPR's
Instruction Sheet

TO: BUILDING PERMIT/WATER METER APPLICANTS FOR CPR'S

RE: WAIVER OF CONSTRUCTION DRAWINGS - RECORDATION INSTRUCTIONS

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 have ALL Owners (all members of CPR Application) complete, sign, and notarize the attached Waiver of Construction Drawings 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. The "Certification of Waiver of Construction Drawings" page is to be completed by the water meter applicant/owner.

Example of Tax Map Key Number: (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 Kauai.
3: Zone No. (max. 1 digit)
8: Section No. (max. 1 digit)
005: Plat No. (max. 3 digits)
002: Parcel (max 3 digits)

- 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. ALL blanks must be filled out, including the notary section; please insert n/a if not applicable.
4. 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.....

5. Prior to notarizing your agreement, to insure the document has been correctly filled out, please submit the completed Waiver of Construction Drawings for CPR's 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, Lihue, HI 96766; or by Fax (808) 245-5813 for further processing. 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.
6. **Please add the applicable notary section to your Agreement. Please see sample 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 applicable notary sections.

The Bureau will only accept 8 ½" x 11" paper, nothing smaller or larger, nor small sections of paper stapled onto any page of your document.

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

6. **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

7. 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 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.

**LAND COURT SYSTEM**

**REGULAR SYSTEM**

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

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

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**WAIVER OF CONSTRUCTION DRAWINGS**  
for CPR's  
TMK: (4) \_\_\_\_ - \_\_\_\_ - \_\_\_\_ : \_\_\_\_ ;

WHEREAS (All Members of CPR Association),

whose mailing address is (are):

and whose residence address is:

of Kauai, Hawaii, (is the sole members) (are all members) of the CPR Application, herein referred to as the "OWNER", of the Condominium identified as: **CPR Name:**\_\_\_\_\_

**CPR Unit Numbers:**\_\_\_\_\_; **Tax Map Key No. (4)** \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_:\_\_\_\_\_;

**Lot No.**\_\_\_\_\_; **District:**\_\_\_\_\_, **Kauai Hawaii**; consisting of \_\_\_\_\_ existing dwelling units (hereinafter called "PROPERTY"); and the Department of Water, whose mailing address is P.O. Box 1706, Lihue, Kauai, Hawaii 96766 and whose place of business is 4398 Pua Loke Street, Lihue, Kauai, Hawaii, herein referred to as the "DEPARTMENT";

**The parties to this Agreement hereby agree that:**

1. The OWNER has requested that the County of Kauai, through its Department, approve water meter service for **CPR Unit No.**\_\_\_\_\_ of the PROPERTY, without the requirement of a construction drawing of the water meter connection as required under the Rules and Regulations of the Department of Water, County of Kauai (hereinafter "Rules"); and

2. The PROPERTY is currently serviced by a \_\_\_\_\_-inch water meter service(s);

3. The OWNER is requesting only one (1) additional \_\_\_\_\_-inch water meter to service the PROPERTY; and

4. The DEPARTMENT is responsible to prevent backflow of contaminated water into the public water system but is unable to determine individual backflow requirements until the building permit application is reviewed by the Department; and

5. The DEPARTMENT is willing to recommend the approval of only the water meter service at this time if the OWNER will indemnify the County of Kauai from all claims for damage to persons or PROPERTY which might arise from inadequate water supply or any improper equipment or connections to the water meter by the OWNER; now, therefore,

**In consideration of the recommendation of approval of water service by the DEPARTMENT OF WATER, the OWNER further covenants and agrees as follows:**

1. The OWNER will not file any claim, action, or lawsuit against the County of Kauai, the Board of Water Supply, the DEPARTMENT, their officers, employees, successors, and assigns, for costs, damages, injuries, or death to any persons or PROPERTY resulting from acts or omissions by the OWNER in connecting his respective water pipes or equipment to the water meter.

2. The OWNER will not file any claim, action or lawsuit against the County of Kauai, the BOARD OF WATER SUPPLY, the DEPARTMENT, their officers, employees, successors and assigns, for costs, damages, injuries, or death to any persons or PROPERTY resulting from inadequate water supply.

3. The OWNER will defend, indemnify, and forever hold harmless the County of Kauai, the BOARD OF WATER SUPPLY, the DEPARTMENT, their officers, employees, successors, and assigns, from any and all liability, claim, loss, damage, or injury arising from the granting of the water meter service to the OWNER.

4. Any future requests for additional water service(s) are not guaranteed and will be subject to the availability of water source, storage, and transmission mains at the time of the application as determined by the DEPARTMENT.

5. Any future requests for additional water service(s) may require construction drawings by a Hawaii licensed engineer.

6. Prior to approval of building permit applications for the PROPERTY, the OWNER may be required to prepare construction drawings to install the necessary backflow preventer as determined by the DEPARTMENT.

7. The OWNER will be responsible and liable for the current field identification and location of the boundary pins necessary for water meter service connection installation by the DEPARTMENT.

8. In the event the DEPARTMENT determines that the water meter service connection cannot be installed properly by the DEPARTMENT, the OWNER may be required to prepare construction plans, to prepare grants of easements, and to complete and construct said water improvements as deemed necessary by the DEPARTMENT to insure water meter service as determined by the DEPARTMENT.

9. This Agreement shall be binding upon the OWNER and its heirs, successors and assigns, and shall inure to the benefit of the County of Kauai, the BOARD OF WATER SUPPLY, the DEPARTMENT, and their successors and assigns.

10. 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, the OWNER has executed this Agreement as of the \_\_\_\_\_ day of

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

**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:**

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

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

\_\_\_\_\_

**OWNER:**

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

\_\_\_\_\_  
(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.)**

**APPROVED:**

**APPROVED AS TO FORM  
AND LEGALITY:**

\_\_\_\_\_  
Manager and Chief Engineer  
Department of Water, County of Kauai

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

STATE OF HAWAII     )  
                                  ) 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, COUNTY OF KAUA'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 Hawaii

Name of Notary: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**DEPARTMENT OF WATER  
COUNTY OF KAUAI**

**CERTIFICATION OF WAIVER OF CONSTRUCTION DRAWINGS**

CPR NAME (Include All Unit Numbers): \_\_\_\_\_

\_\_\_\_\_

CPR T.M.K. # / LOCATION: (4) \_\_\_\_ - \_\_\_\_ - \_\_\_\_ : \_\_\_\_ \_\_\_\_ ; /DISTRICT: \_\_\_\_\_,

Kauai, Hawaii

\_\_\_\_\_

CPR OWNERS (Please list names of all owners. If there are more than ten owners, please write "SEE BACK" on space #10 and continue listing on the back of this form.):

**NAME(S)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**I certify that I have listed the names of ALL the owners of the subject CPR.**

**I certify that ALL owners or their authorized agents have signed the Waiver of Construction Drawings. If any authorized agents have signed the Waiver of Construction Drawings, I have attached documentation to show authorization of the agent to sign on the owner's behalf.**

**I certify that if any owner to this CPR has not signed the Waiver of Construction Drawings, the Department of Water can immediately revoke the Waiver of Construction Drawings and remove the additional water meter without notice to any of the parties.**

\_\_\_\_\_  
(Water Meter Applicant's Printed Name)

\_\_\_\_\_  
(Water Meter Applicant's Signature and Date)