

# Lagoon Waiver Agreement

Department of Environmental Services  
1900 E. 9th St.  
Wichita, KS 67214  
Phone: (316) 268-8351  
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<b>Lagoon Waiver Agreement:</b>	<input type="checkbox"/> Lagoon 50 feet to property line
<b>(check one)</b>	<input type="checkbox"/> Lagoons to be twined at property line

**Whereas,** \_\_\_\_\_ and

\_\_\_\_\_ are the owners of the following described real estate,  
to wit:

<b>Tract I:</b>
<b>Address:</b>
<b>Tax key number:</b>
<b>Legal description:</b> (may attach if space is inadequate):  upon which they desire to construct a waste stabilization pond (lagoon) for on-site sewage disposal, and

**Whereas,** in order to construct the afforesaid lagoon it is necessary that the same be constructed so that there is at least a 100 foot separation from the lagoon to the edge of the property on which the lagoon is to be constructed in accordance with the standards set forth by the Department of Environmental Services unless any adjoining property owner shall waive such requirement, and

**Whereas,** \_\_\_\_\_ and

\_\_\_\_\_ are the owners of the following described real estate,  
to wit:

<b>Tract II:</b>
<b>Address:</b>
<b>Tax key number:</b>
<b>Legal description:</b> (may attach if space is inadequate):  upon which they desire to construct a waste stabilization pond (lagoon) for on-site sewage disposal, and

**Whereas**, the said proposed lagoon located aforesaid on Tract I would be less than 100 feet but a minimum of 50 feet from the property line of Tract II, unless said lagoon is to be twinned with a lagoon on Tract II, and

**Whereas**, the owners of Tract II are willing to waive any objection or claim that they might have as a result of the construction of the proposed lagoon within the seperation required, and

- **Now therefore**, the parties hereto do stipulate and agree as follows, to wit:
  1. That the owners of Tract I may construct a lagoon as set forth above on Tract I using such standards to comply with other provisions of the Department of Environmental Services.
  2. That the owners of Tract II do hereby waive any objection or claim that they might have with respect to the construction of the aforesaid lagoon notwithstanding the fact that the lagoon constructed on Tract I will be less than 100 feet but a minimum of 50 feet from the common boundary between Tract I and Tract II, unless said lagoon is to be twinned with a lagoon on Tract II.
  3. That the within agreement shall be binding upon the respective parties hereto, the survivor of them and the heirs and assigns of the survivor of them for such period of time as such lagoon shall be in existence for the purpose aforesaid.

<b>Tract I</b>		<b>Tract II</b>	
	Date:		Date:
	Date:		Date:
Owner(s)		Owner(s)	
<b>Notarized for Owner(s) of Tract I</b>		<b>Notarized for Owner(s) of Tract II</b>	