



# Nebraska Department of Environmental Quality

## ENVIRONMENTAL GUIDANCE DOCUMENT

---

00-047

March, 2000

### **Example Easement for Land Application of Livestock Manure**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Year), by and between the :

Livestock operator \_\_\_\_\_

and the Landowner \_\_\_\_\_  
(Name)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Address) (State) (Zip)

1. That \_\_\_\_\_ (operator) is the owner of the following described real estate (legal description):  
\_\_\_\_\_  
\_\_\_\_\_
2. That \_\_\_\_\_ (operator) is in the process of constructing and maintaining on the above described real estate a livestock facility which shall include a waste storage structure.
3. That the Nebraska Department of Environmental Quality (NDEQ) has required that the owner of the livestock operation have land available to dispose of waste as fertilizer on cropland. The manure must be applied in an environmentally sound manner in accordance with NDEQ guidelines, such as maintaining a 100-foot border when wastes are applied next to surface water. The livestock owner shall take full responsibility for any runoff of manure applied by his actions which may enter waters of the State of Nebraska.
4. The livestock owner/operator shall include manure analysis to establish the amount of nutrients that shall be applied at normal agronomic rates. A rate of application that will not exceed the amount of nutrients required to produce a normal crop.
5. That the Landowner is the owner of the following real estate (include legal description and number of useable acres):

6. That the Landowner does hereby agree to:

Make the above land available for land application of the manure from the above referenced livestock operation for a period of \_\_\_\_\_ years. That said manure shall be applied upon the land in a manner consistent with the Landowner's farming operation, timely, and as Landowner directs for the most efficient use of the manure. However, the Landowner's farming operations have to be consistent with fair and usual farming practices. Only manure produced on the livestock owner's property is included in this agreement and no manure will be stockpiled on the Landowner's property. The Landowner agrees upon request to perform periodic soil tests in order to prevent the buildup of excess nitrogen, salts, and phosphorus. The livestock Operator agrees to reimburse the Landowner for any physical damages resulting from the application method used such as fence repair, crop damage, etc.

7. That the parties agree that this agreement is:

Beneficial to each party and no other consideration is to be made.

8. That the parties agree that there will be no:

Cost for the material coming from the Livestock Operation, but in the event Landowner's agronomist is satisfied with the analysis of the sample supplied at the Livestock owner's expense, the cost of application of the material shall be as follows:

9. This agreement shall bind the assignees, transferees, and successors in interest of the Landowner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

BY:

\_\_\_\_\_  
Landowner Date \_\_\_\_\_

\_\_\_\_\_  
Livestock Owner/Operator Date \_\_\_\_\_