

## DEPT. OF ENVIRONMENT AND ENERGY

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00-047

May 2023

## Example Easement for Land Application of Livestock Manure

This agreement is hereby made between the:

Livestock Operation:

Address: \_\_\_\_\_

And

Landowner:

Address: \_\_\_\_\_

1. The Landowner is the owner of the following real estate:

Site Name	Parcel	Section	Township	Range	County	Useable Acres	Irrigated/Dryland

- This agreement allows the said Livestock Operation to spread livestock manure on said Landowner's property. The Landowner hereby consents to the Livestock Operation spreading manure on said premises at such times as are mutually agreeable by the parties. The Livestock Operation may or may not spread manure in any given year of this agreement.
- 3. The Nebraska Department of Environmental and Energy (NDEE) 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 NDEE guidelines.

- 4. The Livestock Operation shall include manure analysis to establish the amount of nutrients that shall be applied at normal agronomic rates within the parameters of the Livestock Operations Nutrient Management Plan.
- 5. The Landowner agrees to provide the Livestock Operation with information, including crop yield, planned crop rotation and other commercial fertilizer applied, which the Livestock Operation will need to know in order to apply manure in an environmentally responsible manner.
- 6. This agreement shall continue from year to year without further renewal, except if either party desires to cancel this Agreement they shall do so on or before September 1, of any given year.

	Date:	
	Dale	
Landowner		
	Date:	
	Dale	
Livestock Owner/Operator		
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