

APPENDIX C**Landowner Agreement Form****Agreement for the Land Application of Manure and Wastewater to Private Lands**

Landowner (Permitee): _____

Contact Person: _____

Address of Landowner (Permitee): _____

List of manure and wastewater to be applied to these lands:

Manure Type: _____

Site ID Number: _____

Field Number: _____

Location of land to be used for manure application (include map for each site:)

Owner of property used for manure application: _____

Lessee of property (if appropriate): _____

Land use or cropping patterns: _____

Intended use or disposition of crops: _____

The undersigned landowner or his representative hereby permits hereinafter referred to as the Permitee, to apply the above listed residuals onto the land at the location shown as described herein in accordance with the restrictions and stipulations as given below. The landowner or his representative receives, in consideration, full use of the nutrient value of the applied residuals while the Permitee receives, in consideration, the use of the land described above for the disposal of wastewater residuals. This agreement shall remain in effect for the length of the Division of Environmental Management land application permit and shall be renewed each time the land application permit is renewed. The undersigned landowner or his representative and the Permitee agree to abide with the following restrictions and stipulations until such time as written notification, given thirty (30) days in advance, modifies or cancels this landowners agreement.



Notification of cancellation of this agreement shall be immediately forwarded to:**II. State Water Quality Agency or Local Regulatory Agency****Stipulations:**

1. The landowner or his representative hereby authorizes the Permittee, county and state officials or their representatives to inspect each parcel of property prior to, during, and after residual application and to establish monitoring facilities on or near the application site as required by the residual land application permit.
2. The landowner or his representative authorizes the Permittee, county and state officials or their representatives to take necessary soil, surface water, and groundwater samples during the term of, and twelve (12) months after termination of, this Agreement.
3. The Permittee will provide each landowner or his representatives with copy of the land application permit as issued by the *State Water Quality Agency or Local Regulatory Agency* for the land described above prior to commencement of residual application. The *State Water Quality Agency or Local Regulatory Agency* permit will specify maximum application rates, limitations, and other restrictions prescribed by the laws and regulations.
4. The Permittee has provided the landowner or his representative with information and data concerning the program for land application of manure to privately owned lands, which included an analysis of constituents of the manure, application methods and schedules for typical cropping patterns, and a description of the equipment used by the Permittee for manure application.
5. The Permittee will furnish each landowner or his representative with a copy of the results of each annual soil analysis.
6. The site shall be adequately limed to a soil pH of at least 6.0 prior to residual application. Residuals may be applied to sites with in pH of less than 6.0 provided a sufficient amount of lime is also applied to achieve a final pH of the lime, residual, and soil mixture of at least 6.0.
7. The landowner or his representative will inform the Permittee of any revisions or modifications to the intended use and cropping patterns shown above prior to each planting season to enable the Permittee to amend this Agreement and schedule applications at appropriate periods. Within the limits of the *State Water Quality Agency or Local Regulatory Agency* permit, the owner or his representative and the Permittee will determine residual application rates and schedules based on crop patterns and the results of soil samples.
8. Crops for direct human consumption shall be harvested in accordance with the conditions of the permit.
9. The landowner or his representatives or successors shall adhere to the provisions of this Agreement for a period of eighteen (18) months from the date of the most recent residual application.
10. Specific manure application area boundaries and buffers shall be clearly marked on each site by the Permittee or Landowner (Lessee) prior to and during application.
11. Should the landowner or his representative lease or otherwise permit the use of the land by a third party, the landowner shall be responsible to ensure the third party agrees and complies with the terms and conditions of this Agreement.
12. The exiting lessee, if any of the site agrees, by execution of this Agreement, to comply with all provisions of this Agreement.
13. This Agreement shall be binding on the grantee, the successors, and assigns of the parties hereto with reference to the subject matter of this Agreement.

14. Animals should not be grazed on residual applied lands within a fourteen (14) day period following the residual application. Application sites that are to be used for grazing shall have fencing that will be used to prevent access during these periods after each application.
15. Prior to a transfer of this land to a new owner, a permit modification must be requested and obtained from the *appropriate State Water Quality Agency or Local Regulatory Agency*. The request shall contain appropriate fees and agreements. In addition, a notice shall be given by the current landowner to the new landowner that gives full details of the materials applied or incorporated at each site.
16. Any duly authorized officer, employee, or representative of *State Water Quality Agency or Local Regulatory Agency* may, upon presentation of credentials, enter and inspect any property, premises, or place on or related to the application site and facility at any reasonable time for the purpose of determining compliance with this permit; may inspect or copy any records that must be kept under the terms and conditions of this permit; or may obtain samples of groundwater, surface water, or leachate.
17. The landowner should not enter into any additional waste disposal contracts or agreements with another livestock producer, municipality, contractor, or other permitted entity for the land specified by this Agreement. The land application of any additional wastewater residual sources, other than the manure/residuals specified by this permit, is discouraged.

Restrictions:



I have read this landowner's agreement and do hereby grant permission to the Permittee to apply manure/ wastewater to my lands as specified herein.

Landowner

Date

State, County, I, the undersigned Notary Public, do hereby certify that personally appeared before me this day and acknowledged the due execution of the forgoing instrument. Witness my hand and official seal this XX day of XXXXX, 20XX.

Notary Public

My commission expires

SEAL:

I have read this landowner's agreement and do hereby agree to abide by the stipulations and restrictions as specified herein.

Lessee

Date

I have read this landowner's agreement and do hereby agree to abide by the stipulations and restitutions as specified herein.

Permittee

Date