

APPLICATION FOR COMMERCIAL FEEDING NUISANCE EASEMENT
Howard County, Nebraska

Supplement to Conditional Use Permit No. _____

Howard County regulations for land located in A-1, A-2, and A-3 Agricultural Districts state that no Commercial feedlot will be located in an area which has a residence located within its odor footprint, unless the residence is under the ownership of the feedlot. The purpose of this application allows a waiver for accepting/approving a Conditional Use Permit for residences and commercial feedlot owners to sign stating they acknowledge and approve their residence being within an Odor Footprint by executing a Commercial Feeding Nuisance Easement acceptable to all the owners of the property involved and Howard County. This portion of form is for all individuals living within the residence over the age of 18, stating they are aware of the Waiver.

Applicants (Owners) Name _____

Address (Street) _____ **(City, St., Zip)** _____

Phone No. _____ **Duration of Permit** _____

Landowner/Applicant Signature _____
Date

Landowner/Applicant Signature _____
Date

Landowner/Applicant Signature _____
Date

Landowner/Applicant Signature _____
Date

Howard County makes no representations of the legal affect or enforceability of any Commercial Feeding Nuisance Easement and all owners of the property involved should seek independent legal advice. The easement must be executed by all record owners of the property involved and their spouses, if any.

As a part of any permit for a new commercial feedlot operation of any class, or a building permit for a new residence, the owner(s) of any residence within the odor footprint of an existing or new commercial feedlot may waive the separation requirements of the residence from the existing or proposed commercial feedlot by executing a commercial feedlot nuisance easement to the owners of the commercial feedlot operation which must be accepted by the commercial feedlot owner in substantially the following form; to wit:

Commercial Feedlot Nuisance Easement

For valuable consideration:

This Grant of Easement (The Grant) is made this _____ day of _____, 20____, by _____ (Grantor), which hereby grants and conveys to _____ (Grantee), an easement on the terms and conditions contained herein.

1. Grantor is the owner of certain real property in Howard County, Nebraska, more particularly described in Exhibit A, hereinafter referred to as the "Residential Property".
2. Grantee is the owner of certain property located in Howard County, Nebraska, more particularly described in Exhibit B, hereinafter referred to as the "Commercial Feedlot".
3. Grantee operates, or will operate, a Class _____ Commercial Feedlot.
4. Grantors have or will have a residence on the residential property.
5. The residence will be within the odor footprint of the Commercial Feedlot and the Grantor and Grantee desires to waive the separation requirements of the Howard County Zoning Regulations, by the grant and acceptance of this easement.
6. Grantor and Grantee desire to create an easement for noise, dust, illumination and odor in order to assure the continued or future operation by Grantee of a Class _____ Commercial Feedlot, in order to avoid interference with the Commercial Feedlot, to clarify the legal rights of Grantor and Grantee with regard to the production of noise, dust, illumination and odor by the Commercial Feedlot operation and to provide a proper record of the easement.
7. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, for the benefit of Commercial Feedlot, a non-exclusive easement for the existence, passage and emanation on, over, under, and upon the Residential Property of all natural or artificial noise, dust, odor, and illumination as may occur or result directly or indirectly from the Commercial Feedlot operations in accordance with the laws and regulations, including but not limited to, the conduct and operation of truck and other traffic to and from the Commercial Feedlot operation upon public and other roadways in the vicinity of the residential and Commercial Feedlot property.
8. Except as provided herein, Grantor hereby reserves for itself and its successors and assigns the right to use the residential property for any permitted purpose not inconsistent with this grant of easement. Except as herein provided, the easement shall not create any right in favor of Grantee to enter upon or use the residential property
9. The terms and conditions contained in this grant shall be covenants running with the land constituting the residential and Commercial Feedlot property and shall be binding upon the parties hereto, their heirs, successors and assigns.
10. Grantee hereby accepts the easement herein granted, consents to the conditions, covenants and restrictions hereof and agrees to the recordation of this Grant.

DATED: _____

GRANTOR

GRANTEE

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

On this ____ day of _____, 20____, before me, the undersigned a Notary Public in and for said county, personally came _____, Grantor, to me known to be the identical person whose name is affixed to the foregoing Commercial Feedlot Nuisance Easement and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF HOWARD)

On this ____ day of _____, 20____, before me, the undersigned a Notary Public in and for said county, personally came _____, Grantee, to me known to be the identical person whose name is affixed to the foregoing Commercial Feedlot Nuisance Easement and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public