

*(reserved for recording information)*

---

**FLOWAGE AGREEMENT**

This FLOWAGE AGREEMENT, made and entered this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_(hereinafter referred to as the “First Party”) and \_\_\_\_\_(hereinafter referred to as the “Second Party”).

WITNESSETH:

WHEREAS, the First Party are owners of certain real property in \_\_\_\_\_ County, Minnesota, legally described as follows:

WHEREAS, the First Party is proposing to implement a plan to perpetually restore drained or altered wetlands or other type of water retention project (hereinafter referred to as the “Project”) on said property that may change or affect hydrologic conditions on a portion of the property owned by the Second Party located in \_\_\_\_\_, County, Minnesota, consisting of approximately \_\_\_\_\_acres and described as follows, to wit (hereinafter referred to as the “Property”).

WHEREAS, said Project will occur on lands protected by a perpetual State of Minnesota conservation easement.

WHEREAS, the Second Party does not wish to have the Property incorporated as part of the Project and protected by a State of Minnesota conservation easement.

WHEREAS, the State of Minnesota (hereinafter referred to as the “State”) has determined that it is necessary and desirable for the Second Party to recognize and agree to the potential change in hydrologic conditions on the Property in order to protect the interests of the First Party and the State in relation to implementation of the Project and acquisition of a State of Minnesota conservation easement.

NOW THEREFORE, for good and valuable consideration in the amount of\_\_\_\_\_, the Second Party on behalf of their heirs, successors, and assigns do hereby convey and agree unto the First Party, its heirs, successors and assigns, the following:

1. The perpetual right to flow and reflow the Property with water under all conditions.
2. That the Second Party shall not appropriate or drain water from the Property without the prior written consent of the First Party and the State, acting by and through the Board of Water and Soil Resources.

FURTHER, the Second Party expressly waives and releases the First Party and the State, including their heirs, successors, employees, and assigns, from any and all claims made by the Second Party, their heirs, successors and assigns which have accrued or which may arise or accrue by virtue of any flowage or trespass with water on the Property; and

FURTHER, the parties agree that the terms of this Flowage Agreement shall not be altered or terminated without the prior written consent of the State, acting by and through the Board of Water and Soil Resources.

IN WITNESS WHEREOF, the parties have caused this Flowage Agreement to be duly executed.

