

HOW TO SOLVE ACCESS PROBLEMS – USING EASEMENTS, CARTWAYS, ROADS AND MORE

PRESENTED BY SHAUN D. REDFORD AND KATIE L. WAHLBERG

OLSON, REDFORD & WAHLBERG, P.A.

2021 MSPS ANNUAL MEETING



GOOD MORNING & SPECIAL THANKS

We want to thank attorney Monica Pelkey for her contribution to this presentation and materials.



INTRODUCTION

- Establishing legal access to land can be achieved through a number of means depending upon the factual circumstances and the objectives for establishing access.
- Some options for establishing legal access:
 - *Easements – express, prescriptive, implied, and by estoppel;*
 - *Statutory Dedication;*
 - *Common Law Dedication; and*
 - *Cartways.*
- Some approaches may be unavailable.
- Other methods of establishing access may be preferable depending on the objectives.



EXPRESS EASEMENTS

DEFINITION

- One means of establishing legal access is by way of an express grant which requires the willingness to enter into a written easement.
- To create an easement, the land subject to the easement must be identified and an intention to create an easement must be expressed.
- Easement = non-possessory interest in real property; a right of use, distinguishable from ownership of the property.
- An easement is “an interest in land possessed by another which entitles the grantee of the interest to a limited use or enjoyment of that land.”

Apitz v. Hopkins (Minn. Ct. App. 2015)



EXPRESS EASEMENTS

- “Generally, the grant of an easement over land does not preclude the grantor from using the land in a manner not unreasonably interfering with the special use for which the easement was acquired.”
- The easement holder acquires only the “particular privileges” granted by the easement.
- An easement appurtenant to another lot, when created by conveyance, attaches to the possession of that other lot .

Alvin v. Johnson (Minn. 1954)



EXPRESS EASEMENTS

WRITING REQUIREMENT

- Express Easements are subject to the Statute of Frauds—the Statute of Frauds, Minn. Stat. § 513.04, renders oral easements unenforceable.

GET IT IN WRITING!

WHY?

The neighbor could deny the existence of easement rights.

For future sale of the property.

TYPE OF DOCUMENT

- Express Easements can be created by granting a deed or by written agreement.

LEGAL DESCRIPTION

- Survey.

Reserving, however, to the Sellers, their heirs and assigns, a non-exclusive easement for ingress, egress and utility purposes over, under and across the North 66 feet of the above described parcel.



EXPRESS EASEMENTS

SCOPE

- The scope of an express agreement is determined by the language of the document.
- “The language of the deed expresses the final, binding agreement between the grantor and the grantee...**The scope of an easement created by express grant depends entirely upon the construction of the terms of the grant...The extent of an easement should not be enlarged by legal construction beyond the objects originally contemplated or expressly agreed upon by the parties.**”

Larson v. Amundson, 414 N.W.2d 413, 417 (Minn. Ct. App. 1987).



EXPRESS EASEMENTS

Scope should be explicitly defined

- What is the scope of the easement **area**? Legal description?
- What parcel(s) **benefit** from the easement?
- Is **pedestrian and vehicular** traffic intended?
- What **limitations or restrictions** should be in place for the use of the easement area?
- Limitation on **types of vehicles**?
- At times, parties will wish to provide for parking, the placement of trash containers, even **leisure activities** such as biking or skateboarding on the ingress-egress area.

If a dispute arises as to the scope of the easement and the language is deemed ambiguous, the courts will “make a factual determination regarding the intent of the original parties to the easement.”

Apitz v. Hopkins, (Minn. Ct. App. 2015).



EXPRESS EASEMENTS

MAINTENANCE COSTS

- Within the written agreement a provision may be included to determine maintenance costs and responsibilities of each party.
 - Particularly in the case of a shared driveway arrangement, an easement agreement is likely to be a better fit than a quit claim deed, so that provisions can be made for items including shared maintenance costs.
 - Costs include factors such as (1) resurfacing pavement, laying gravel, and seasonal grading; (2) taking measures to prevent erosion; (3) trimming tree branches and/or roots; and (4) snow removal.
 - Should costs be shared equally? Should they be shared based on some other formula? Should periodic maintenance be required? Should parties have rights of maintenance, or instead an obligation to maintain?
 - Consider provision that if any party, their guests, invitees or licensees causes any harm to the easement parcel or the improvements located thereon, they shall be responsible to pay for repairs necessitated by said damage.



EXPRESS EASEMENTS

“EXCLUSIVE” EASEMENT

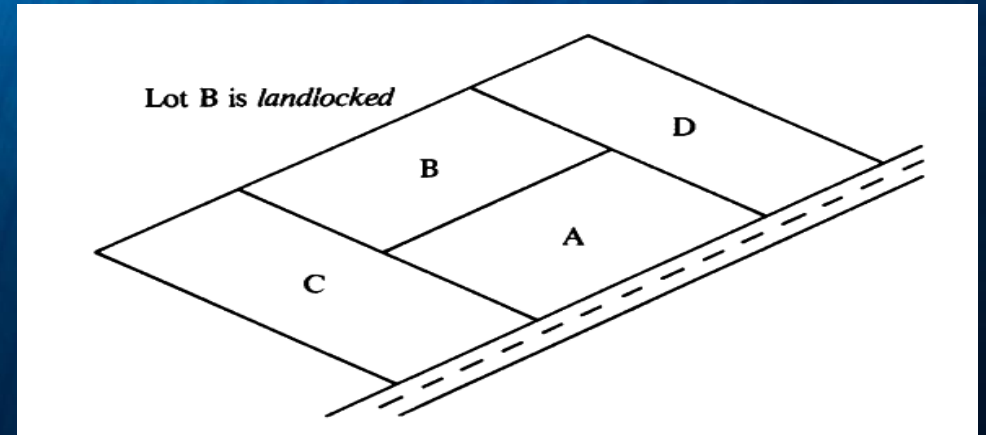
Hypothetical: Betty owns Lots A & B. Betty sells Lot A to Ann and reserves an exclusive easement over Lot A for the benefit of Lot B.

Can Betty **exclude** Ann from the easement property?

“EXCLUSIVE” AMBIGUOUS?

As a matter of first impression, the MN Court of Appeals held that a deed granting an “exclusive easement for ingress, egress, and utility purposes” was ambiguous.

Apitz v. Hopkins, 863 N.W.2d 437 (Minn. Ct. App. 2015)



AN “**EXCLUSIVE EASEMENT**” MIGHT ALLOW
FOR EXCLUDING OWNERS FROM USING EASEMENT SO MAKE CLEAR
IN THE EASEMENT AGREEMENT WHETHER ITS EXCLUSIVE TO THE
EXCLUSION OF THE GRANTOR

Court will look at the intent of the original parties.



EXPRESS EASEMENTS

TITLE EXAMINATION

OWNERS & ENCUMBRANCE REPORT

COUNTY LAND RECORDS

Ownership and Encumbrance Report Request

Name: inkcar@lmarc
 Phone: _____
 Email: _____
 Property Address: _____
 Parcel I: _____
 Legal Description: _____
 Owner(s): 1
 Vesting Deed Recording Date: 6/17/2020
 Deed of Trusts or Mortgages: _____
 Encumbrance Information: _____
 (encumbrances prior to vesting deed may or may not be noted)

Company: _____
 Fax: _____
 Certified Date: 6/17/2020
 Reception #: 2020066042

HENNEPIN COUNTY MINNESOTA

RecordEASE Web Access
 For best results, the 'Back' button should not be used.

Welcome [Home](#) [Search](#) [Transactions/Money](#) [Logout](#)

[External Links](#) [User Guide](#) [Back to Search Page](#) [Download Results](#) [Plat Map](#) [Expand All](#)

Docs Procd Thru: Abstract: 10/9/2020
 Torrens: 10/9/2020

Results Returned: 51

#	Image Link	Land Tract	Document Number	Recorded Date/Time	Transfer Title?	Document Name	Reference Documents	Grantor(s)	Grantee(s)	Legal(s)
1	View Image	T	865949	12/23/1966 3:00:00 PM						
2	View Image	T	1422266	4/21/1981 11:00:00 AM		Easement				
3	View Image	T	1893567	12/9/1987 9:00:00 AM		Easement				
4	View Image	T	1910293	2/23/1988 9:00:00 AM		Mortgage				
5	View Image	T	1953613	8/19/1988 5:00:00 PM		Assignment of Mortgage				
6	View Image	T	2361563	4/5/1993 11:00:00 AM		Mortgage	T1893567/MTG	Knutson Mortgage Corporation		
7	View Image	T	2361564	4/5/1993 11:00:00 AM		Assignment of Mortgage	T1893567/MTG	HOME OWNERS FEDERAL SAVINGS AND LOAN ASSOCIAT		SUGARLOAF PARK - Block 2 SUNSHINE SUBDIVISION - B
8	View Image	T	2563491	10/31/1994 9:00:00 AM		Satisfaction of Mortgage		Blessing, Michael Graham Blessing, Tamara Kay	HOME OWNERS FEDERAL SAVINGS AND LOAN ASSOCIAT	SUNSHINE SUBDIVISION - B
9	View Image	T	2777616	1/13/1997 12:00:00 PM		Mortgage	T2361563/MTG	Inland Mortgage Corporation	Bankers Trust Company	SUNSHINE SUBDIVISION - B
10	View Image	T	3091638	12/1/1998 3:00:00 PM		Mortgage	T1893567/MTG	Bankers Trust Company	Inland Mortgage Corporation	SUNSHINE SUBDIVISION - B
11	View Image	T	3091639	12/1/1998 3:00:00 PM		Assignment of Mortgage		Blessing, Michael Graham Blessing, Tamara Kay	MINNESOTA HOUSING FINANCE AGENCY	SUNSHINE SUBDIVISION - B
12	View Image	T	3111530	1/20/1999 12:00:00 PM		Satisfaction of Mortgage		Blessing, Michael Graham Blessing, Tamara Kay	WATSON, KERWIN ELGENE WATSON, LISA MARIE	SUNSHINE SUBDIVISION - B
13	View Image	T	3154221	5/6/1999 11:00:00 AM		Subordination	T3091638/MTG	1st Financial Mortgage Corp. (a FL corp)	TEACHER FEDERAL CREDIT UNION	SUNSHINE SUBDIVISION - B
14	View Image	T	3245154	12/29/2000 9:00:00 AM		Satisfaction of Mortgage	T2361563/MTG	MINNESOTA HOUSING FINANCE AGENCY	1st Financial Mortgage Corp. (a FL corp)	SUNSHINE SUBDIVISION - B
15	View Image	T	3359924	2/13/2001 4:00:00 PM		Assignment of Mortgage	T2777616/MTG	TEACHER FEDERAL CREDIT UNION	Source One Mortgage Services Corporation	SUNSHINE SUBDIVISION - B
								T2777616/MTG	TEACHER FEDERAL CREDIT UNION	Blessing, Michael Graham Blessing, Tamara Kay
								T3091638/MTG	TEACHER FEDERAL CREDIT UNION	1st Interfinancial Mortgage Corp.
									White Mountain Services Corporation	Blessing, Tamara Kay Blessing, Michael Graham
										Mortgage Electronic Registration Systems, Inc.



MORTGAGEE CONSENT

EXPRESS EASEMENTS


- Consent of the property owners' lenders may be required to properly determine the respective rights of the property owners.
 - Restatement (Third) of Property (Mortgages) § 7.1 (1996), which provides that a "valid foreclosure of a mortgage terminates all interests in the foreclosed real estate that are junior to the mortgage ... and whose holders are properly joined or notified." *In re Crablex, Inc.* (Minn. Ct. App. 2009).
- MERS: Mortgage Registration Systems, Inc.

[Space Above This Line For Recording Data]

State of Minnesota MORTGAGE FHA Case No. [REDACTED]

MIN: [REDACTED]
MERS PHONE #: [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on [REDACTED] The Mortgagor is [REDACTED]



MERS® ServicerID
www.mers-servicerid.org

MERS® ServicerID
Search for servicer information

Search by MIN
Search by a MERS® System Mortgage Identification Number.

Enter an 18 digit MIN: [REDACTED] For example, "1000123-9876543212-3" or "100012398765432123"

Search by Property Address/Borrower Details
Search by property address and borrower information.

Search by FHA/VA/MI Certificate
Search by Federal Housing Administration / Veterans Administration Case Number or Mortgage Insurance Certificate Number.

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

Homeowners: Visit [Information for Homeowners](#) for information about the duties and responsibilities of your mortgage company and a link to Hope Now, which provides support and guidance for homeowners in distress.

EXPRESS EASEMENTS

RECORDING

- Express easements should be properly recorded with the county recorder's office or registrar of titles.

See Minn. Stat. §§ 507.34; 508.25



PRESCRIPTIVE EASEMENTS

DEFINITION

- “A prescriptive easement grants a right to use the property of another based on prior continuous use by a party.”

Magnuson v. Cossette, 707 N.W.2d 738 (Minn. Ct. App. 2006).

SIMILAR TO CLAIM FOR ADVERSE POSSESSION

- “A prescriptive easement claim involves the same elements of proof as an adverse possession claim, subject to the inherent differences between such claims.”

Ebenhoh v. Hodgman, 642 N.W.2d 104, 112 (Minn. Ct. App. 2002).



PRESCRIPTIVE EASEMENTS

DIFFERENCES BETWEEN ADVERSE POSSESSION AND PRESCRIPTIVE EASEMENTS

- Adverse possession establishes ownership, whereas with prescriptive easements establishes the right to use.
- *15 years – Minn. Stat. 541.02*
 - "Statutes of limitation do not by their terms apply to actions involving incorporeal hereditaments such as easements. An easement by prescription rests upon the fiction of a lost grant."

Romans v. Nadler, 14 N.W.2d 482, 485 (Minn. 1944).



PRESCRIPTIVE EASEMENTS

ELEMENTS REQUIRED TO SHOW PRESCRIPTIVE EASEMENTS
TURN ON **USE**, NOT POSSESSION

FIRST ELEMENT – ACTUAL USE

What constitutes actual use or possession will generally be obvious: Use of a gravel driveway may constitute actual use; as will use of a farm road; and the use of a footpath.

Nordin vs. Kuno, (Minn. 1980)

Block v. Sexton, (Minn. Ct. App. 1998)

Mehrkens v. Ryan, (Minn. Ct. App. 2003)



PRESCRIPTIVE EASEMENTS

ELEMENTS REQUIRED TO SHOW PRESCRIPTIVE EASEMENTS
TURN ON **USE**, NOT POSSESSION

SECOND ELEMENT – OPEN USE

- In order to establish a prescriptive easement, the use must be open.
Nordin v. Kuno (Minn. 1980)
- “The claim of right must be exercised with the knowledge of the owner of the servient estate, i. e., **actual knowledge or a user on the part of the claimant of such character that knowledge will be presumed.**”
Naporra v. Weckwerth (Minn. 1929)
- This means that the use just needs to be **visible**.



PRESCRIPTIVE EASEMENTS

ELEMENTS REQUIRED TO SHOW PRESCRIPTIVE EASEMENTS
TURN ON **USE**, NOT POSSESSION

- THIRD ELEMENT – HOSTILITY
- The third element for a prescriptive easement claim is hostile use.
 - For the purposes of prescriptive easements, hostile means non-permissive.
 - Use that is originally permissive can become hostile.
 - Where an original use is permissive, it is presumed that the use continues as permissive until/unless the contrary is affirmatively shown.
- Acquiescence is distinguished from permission:
 - “Acquiescence,’ regardless of what it might mean otherwise, means, when used in this connection, passive conduct on the part of the owner of the servient estate consisting of failure on his part to assert his paramount rights against the invasion thereof by the adverse user. ‘Permission’ means more than mere acquiescence; it denotes the grant of a permission in fact or a license.” *Dozier v. Krmpotich*, 35 N.W.2d 696, 699 (Minn. 1949).



PRESCRIPTIVE EASEMENTS

ELEMENTS REQUIRED TO SHOW PRESCRIPTIVE EASEMENTS
TURN ON **USE**, NOT POSSESSION

FOURTH ELEMENT – CONTINUOUS

- The fourth element for a prescriptive easement claim is continuous use.
 - Continuous use can be sporadic, seasonal use occurring 10-12 times per summer is sufficient. *Block v. Sexton*
 - “In cases of easements, the requirement of continuity **depends upon the nature and character of the right claimed**. It is sometimes said that there must be such continuity of use as the right claimed permits. This statement of the rule, like the one governing cases of title by adverse possession, does not mean that the right can be acquired by occasional and sporadic acts for temporary purposes.”
Romans vs. Nadler, (Minn. 1944).
 - Continuous use can be **interrupted, defeating** the prescriptive easement claim.
 - Continuous possession requires that the occupation of the land be ongoing and without cessation or interruption. *See Rice v. Miller*, 238 N.W.2d 609, 611 (Minn. 1976) (holding that, where the landowner owner took affirmative steps to prohibit use by others, he broke the continuity of adverse use).



PRESCRIPTIVE EASEMENTS

*ELEMENTS REQUIRED TO SHOW PRESCRIPTIVE EASEMENTS
TURN ON **USE**, NOT POSSESSION*

FIFTH ELEMENT—EXCLUSIVE

- The fifth element for a prescriptive easement claim is exclusive use.
- Exclusivity, means **exclusive against the community at large**, and exclusion of all other users is not required.
 - “Minnesota law is clear, however, that exclusivity for a prescriptive easement is not as strictly construed as for adverse possession . . . The use need not be exclusive in the sense that it must be used by one person only . . . Rather, the right must not depend upon a similar right in others; it must be exclusive against the community at large.”
Nordin v. Kuno, (Minn. 1980).



PRESCRIPTIVE EASEMENTS

PROOF REQUIRED

- The burden of proof in prescriptive easement claims is clear and convincing evidence.
 - Proof of the existence of a prescriptive easement may be made via direct or circumstantial evidence, but the burden of proof is the clear and convincing evidence standard



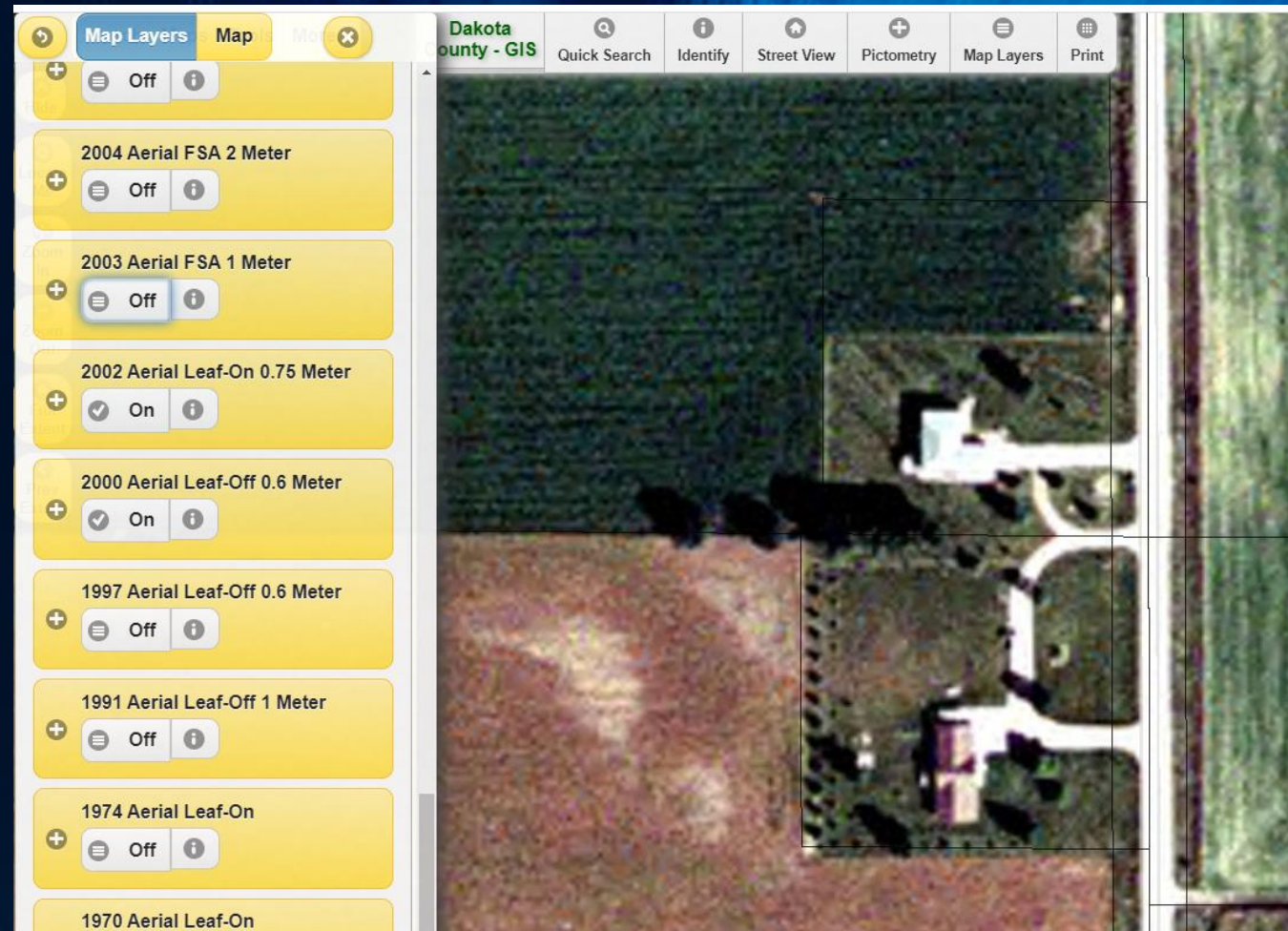
PRESCRIPTIVE EASEMENTS

INVESTIGATION: HISTORIC AERIALS?



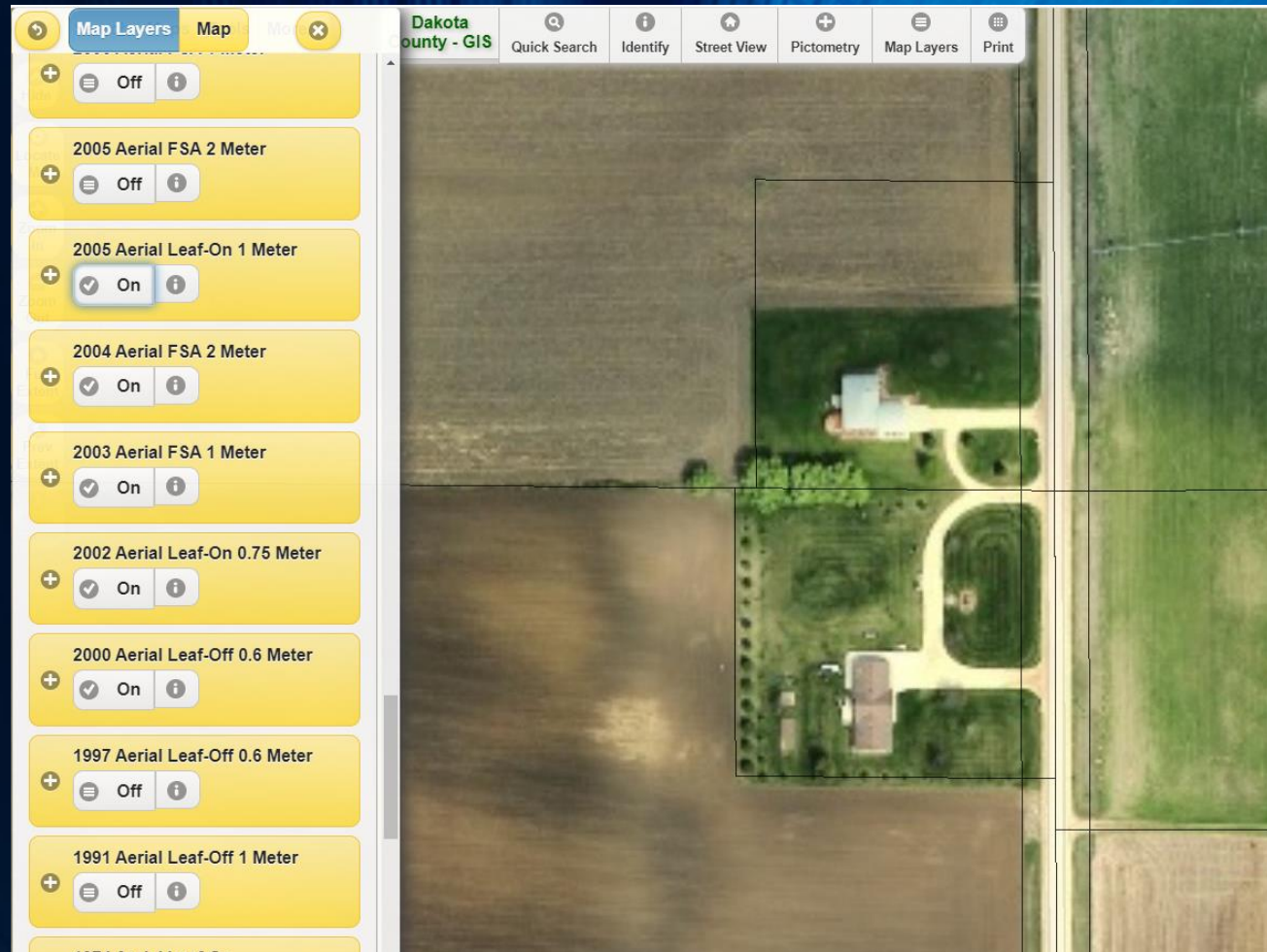
PRESCRIPTIVE EASEMENTS

INVESTIGATION: HISTORIC AERIALS?



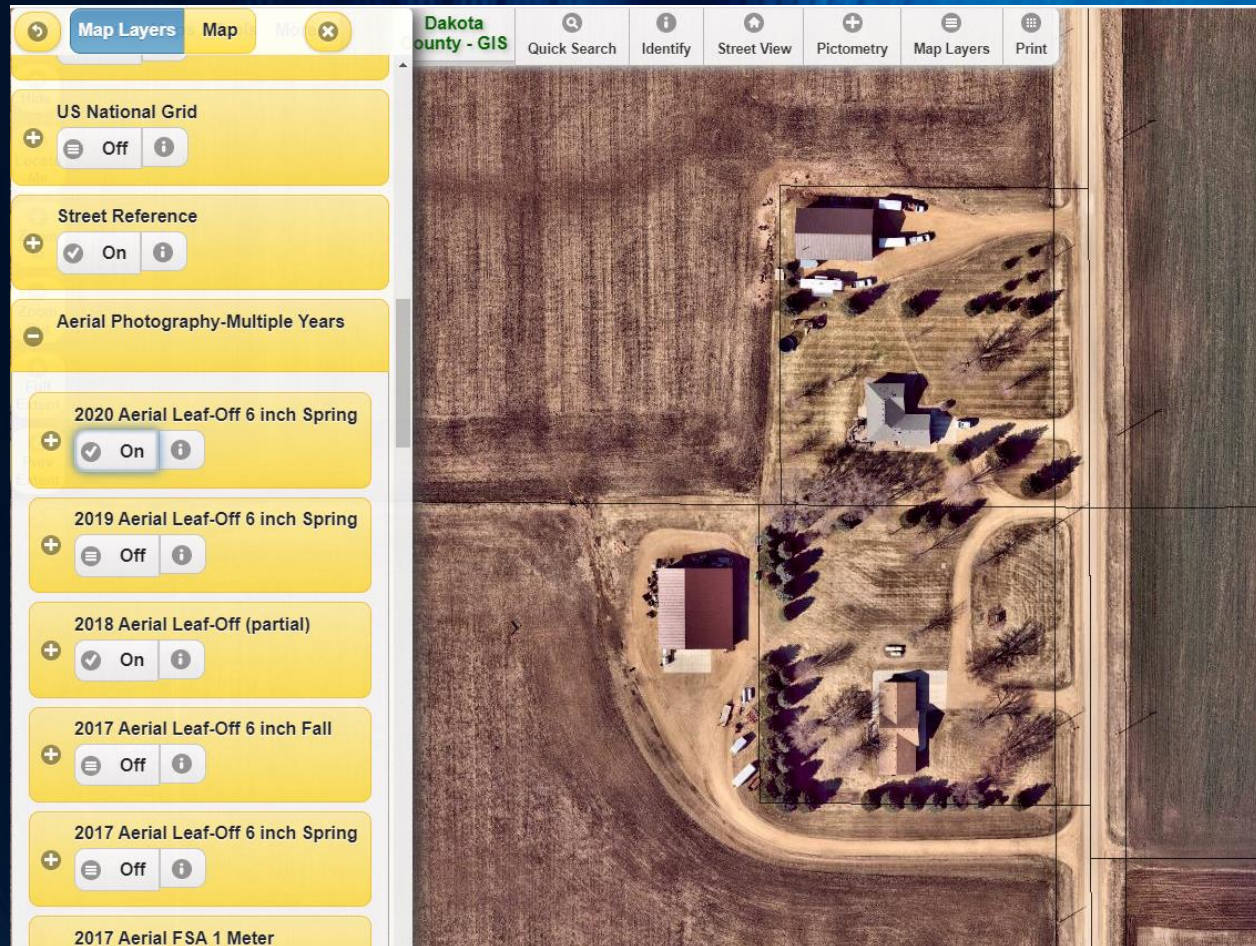
PRESCRIPTIVE EASEMENTS

INVESTIGATION: HISTORIC AERIALS?



PRESCRIPTIVE EASEMENTS

INVESTIGATION: HISTORIC AERIALS?



PRESRIPTIVE EASEMENTS

PRESUMPTIONS IN PRESCRIPTIVE EASEMENT CASES

- If all the other elements are proven, there is a presumption of hostility.

THIS MEANS THAT, IN EFFECT, ONCE THE OTHER ELEMENTS ARE SHOWN, THE BURDEN OF PROOF REGARDING HOSTILITY SHIFTS TO THE DEFENDANT.

- This presumption can be rebutted with evidence of consent.
- Familial relationship may create a presumption of consent.
- Sale of the property outside the family will end the presumption of consent



PRESCRIPTIVE EASEMENTS

PUBLIC LAND

- Generally, one cannot obtain a prescriptive easement over any public lands. Minn. Stat. § 541.01
- There are exceptions, including where the claim arises before the property was owned by the public.

If the claimant can show that a prescriptive easement arose before the property was acquired by the public body, he may be entitled to impose the prescriptive easement. *Heuer, supra* (reversing a summary judgment and remanding for trial on that basis); see also *Anderson v. State*, 2007 WL 2472359, 3 (Minn. Ct. App. 2007) (“[t]he evidence in this record supports the district court's finding that respondents' adverse use of the trails in section 25 extended for 15 or more years before the state's ownership of the land.”).

“[W]hen the state takes title because of tax forfeiture, the prescriptive easement must be established prior to the tax assessment for which the property was forfeited.”

Wasiluk v. City of Shoreview, (Minn. Ct. App. 2005).



PRESCRIPTIVE EASEMENTS

SCOPE OF THE EASEMENT

- The **use** to which a prescriptive easement is put not only establishes the right to said easement, it defines the scope of it, as well.

See Romans v. Nadler, 14 N.W.2d 482, 486 (Minn. 1944).

- It has long been held that the holder of an easement is not limited to the particular method of use in vogue when the easement was acquired, and that other methods of use in the aid of the general purpose for which the easement was acquired are permissible.
 - *In re Application of Mahoney*, (Minn. Ct. App. Jan. 17, 2017) (citing *Wash. Wildlife Preservation, Inc. v. State*, 329 N.W.2d 543, 546 (Minn. 1983)).



PRESCRIPTIVE EASEMENTS

RESTRICTIONS ON USE OF PROPERTY

- The burdened parcel cannot put the subject property to any use which would interfere with the use by the part benefitted by the easement.

TORRENS VS. ABSTRACT

- Torrens property not subject to claim of prescriptive easement.
Minn. Stat. § 508.02



IMPLIED EASEMENTS

MAIN IDEA

- If a portion of land is sold without a necessary easement (new parcel is landlocked), the courts may infer the existence of an easement.

TYPES OF IMPLIED EASEMENTS

- Quasi-Easement / Implied Easement
- Easement of necessity
- Difference: specificity of location of easement



IMPLIED EASEMENTS

FACTORS

- Separation of title
- Long continued use
- Necessary to beneficial enjoyment of the land

GENERAL RULES

- Factors not rigidly applied
- Not an exhaustive list
- **Necessity** is most important factor



IMPLIED EASEMENTS

FACTOR 1: SEPARATION OF TITLE

- Common ownership of the parcels in question
 - Must present affirmative evidence of common ownership—don't just assume that neighboring parcels were once commonly owned

*What is the evidence of
common ownership?*



IMPLIED EASEMENTS

FACTOR 2: CONTINUED AND APPARENT USE

- If claiming against the person who was the owner at the time of the severance, look at whether the use was long continued and apparent as of the time of the severance.
- If claiming against a subsequent owner, the use need not continue to be apparent
- No specific time period



IMPLIED EASEMENTS

FACTOR 3: NECESSITY

- Most important factor
- Only “reasonable” necessity need be shown
- Reasonable is less than indispensable
- Reasonable is more than mere convenience
- Obstacles such as topography, trees, zoning ordinances, or need for extensive paving may create conditions where easement is necessary **VISIT THE PROPERTY**
- Analyze as of the time of the separation of title

Indispensable > Reasonable > Mere Convenience



IMPLIED EASEMENTS

OTHER CONSIDERATIONS

- Equitable doctrine
- Location of the easement: if not already determined at time of severance, servient owner chooses; if fails to do so, benefitted owner gets to choose
- Duration: until the necessity ceases to exist
- No easement where parties indicate intent not to create easement
- Torrens property: it depends



EASEMENT BY ESTOPPEL

DEFINITION

- Under the doctrine of easement by estoppel, one who induces another to change their position by a representation concerning an easement will be stopped from denying that easement later.
- A seller who represents to a buyer that the buyer will have access over seller's property is later estopped from denying said access.
- Easement by estoppel may be applied to a party other than the grantor.



STATUTORY DEDICATION

DEFINITION

- Statutory dedication occurs where a governmental entity takes possession of and maintains a roadway for at least six years.

MINN. STAT. § 160.05

- The requirements of the statute are (1) use by the public; (2) maintenance at the expense of an appropriate agency of government over a continuous period of at least six years; and (3) notice of the maintenance or repairs of the road.
 - The last requirement applies to any repairs started on or after August 1, 2020, but does not apply to a road segment for which repair started before then or a road authority has continuously maintained since before then.



STATUTORY DEDICATION

GOVERNMENT OPPOSITION TO DEDICATION

- Statutory dedication can be found even over the objection of the governmental entity in question.

STATUTORY DEDICATION DOES NOT APPLY TO TORRENS PROPERTY

- The Court of Appeals has stated that statutory dedication was tantamount to adverse possession:
“...because statutory dedication operates fundamentally similar to adverse possession, we conclude that statutory dedication is prohibited by the Torrens Act.” *Herbert v. City of Fifty Lakes*, 748 N.W.2d 848, 855 (Minn. Ct. App. 2010).



STATUTORY DEDICATION

THE PROPERTY TAKEN IS THE PROPERTY USED

- “Ownership of only that property actually used will pass to the governmental entity by the process of statutory dedication. This will include land used for the roadway, and also the land used for shoulders and ditches.”

Barfnecht v. Town Bd. Of Hollywood Tp., Carver County, 232 N.W.2d 420, 423 (Minn. 1975).

EXCEPTIONS

- Statutory dedication does not apply to platted city streets, which the statute specifically excludes.



COMMON LAW DEDICATION

REQUIREMENTS:

- The demonstration of the landowner's intent, express or implied, to have his land appropriated and devoted to a public use; and
- Acceptance of that use by the public.



COMMON LAW DEDICATION

THERE IS NO SET PERIOD OF TIME FOR COMMON LAW DEDICATION

AN OWNER'S INTENT TO DEDICATE CAN BE INFERRED, BUT EVIDENTIARY STANDARD IS HIGH

- Intent can be inferred from owner's conduct
- Standard: unequivocal and convincing



COMMON LAW DEDICATION

PUBLIC ACCEPTANCE

- Public acceptance can also be inferred from the conduct of the parties and may be established by public use or by public maintenance.

COMMON LAW DEDICATION DOES NOT APPLY TO TORRENS PROPERTY

- The Court of Appeals has ruled that common law dedication is a form of adverse possession.



CARTWAYS

DEFINITION

- A cartway is a form of condemnation whereby a governmental entity takes privately owned property and converts it to public use.

ESTABLISHING A CARTWAY IN A TOWNSHIP

- Under Minn. Stat. § 164.08, subd. 1 a petition must be signed by at least five voting landowners of town, the requested cartway is on a section line and it benefits land of 150 acres.
- Under subd. 2 benefitted land must be at least five acres (or two if tract was on record as a separate parcel on January 1, 1998), and there is lack of access to said land except over water, the land of others, or access is less than two rods wide.



CARTWAYS

ESTABLISHING A CARTWAY IN A CITY

- Minn. Stat. § 435.37 permits cities to establish cartways similar to Minn. Stat. § 164.08, subd. 2 with some distinctions.

CARTWAY PROCEDURE

- The town board, county commissioners, or city council must follow the procedure provided in Minn. Stat. § 164.07 to establish the cartway.
- The three main components of the procedure are: the petition, notice, and the hearing.



Thank you.

Olson, Redford & Wahlberg, P.A.

Shaun Redford
(shaunr@olson-law.com)

Katie Wahlberg
(katiew@olson-law.com)

olson-law.com



IF YOU HAVE QUESTIONS REGARDING THE SPECIFICS OF THIS
PRESENTATION, PLEASE CONTACT US.