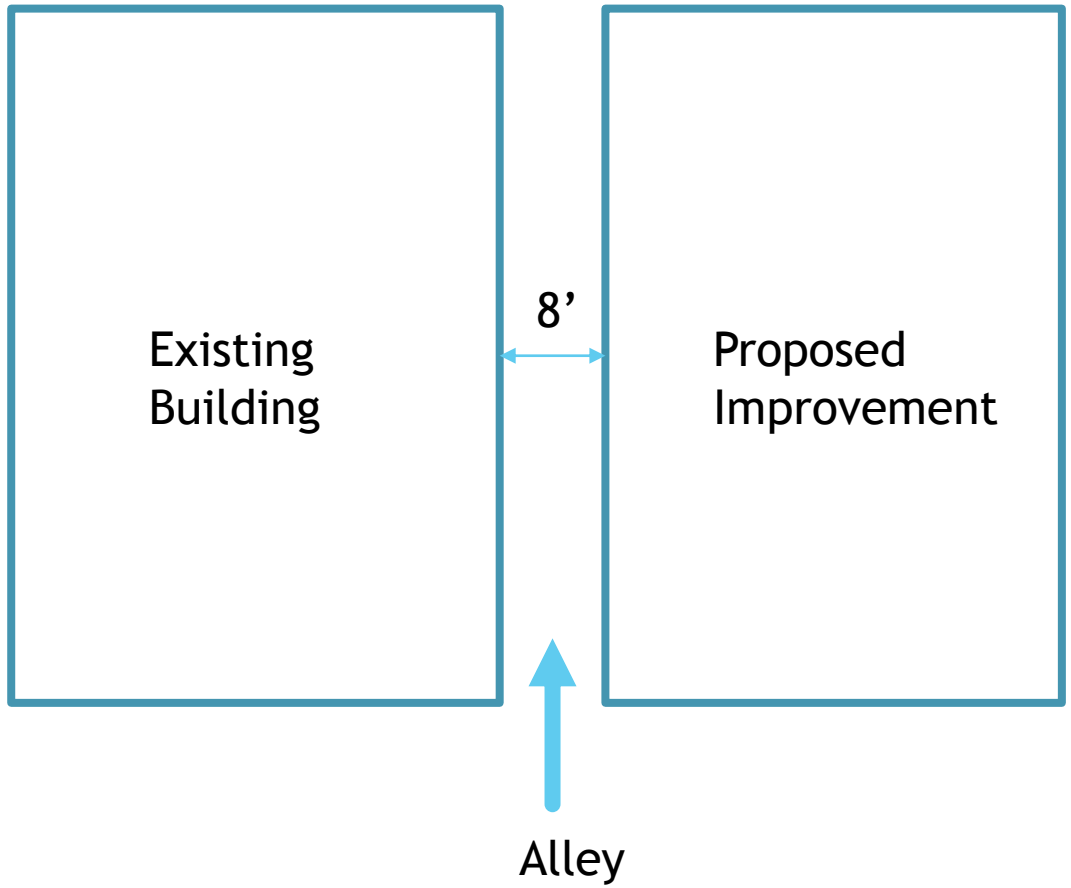
Essential Minnesota Easement Caselaw

Minneapolis Athletic Club v. Cohler 177 N.W.2d 786 (Minn. 1970)

Construction of an easement

Minneapolis Athletic Club v. Cohler
177 N.W.2d 786 (Minn. 1970)



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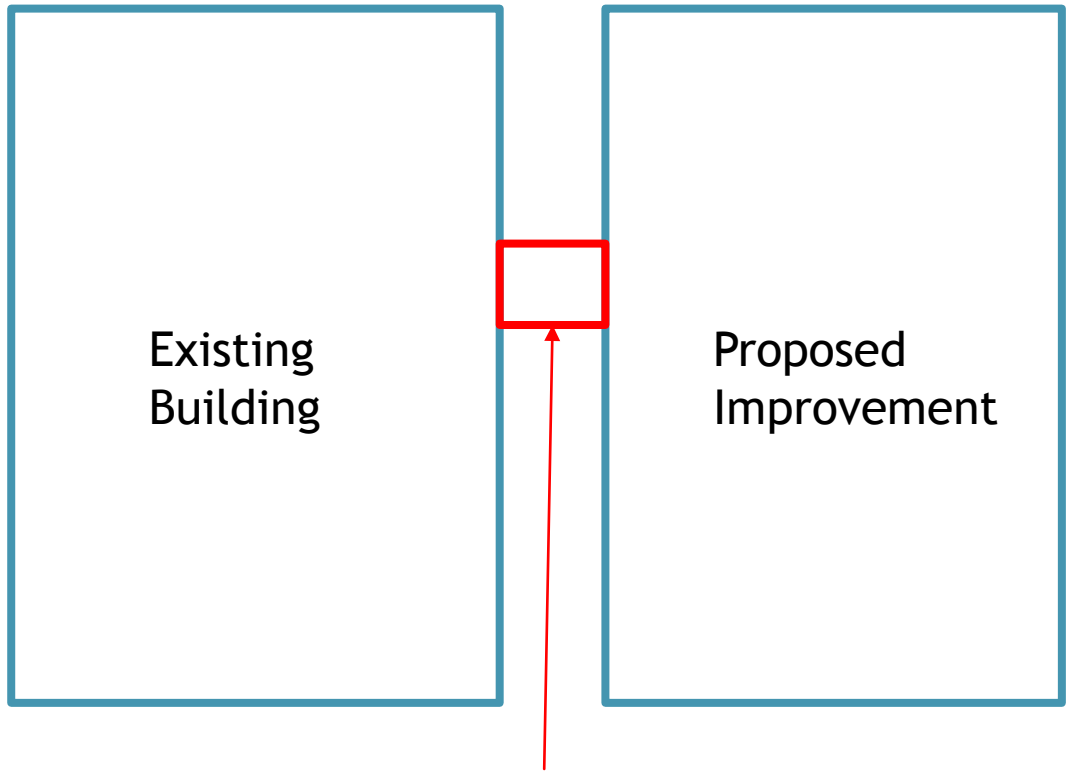


Minneapolis Athletic Club v. Cohler 177 N.W.2d 786 (Minn. 1970)

- Conveyance language: right of way over and the privilege of the free use as a private alley" of the 8-foot strip of land.
  - In its strict meaning a right-of-way means the right to pass over another's land. It is only an easement, and the grantee acquires only the right to a reasonable and usual enjoyment thereof. The owner of the soil has all the rights and benefits of ownership consistent with the easement

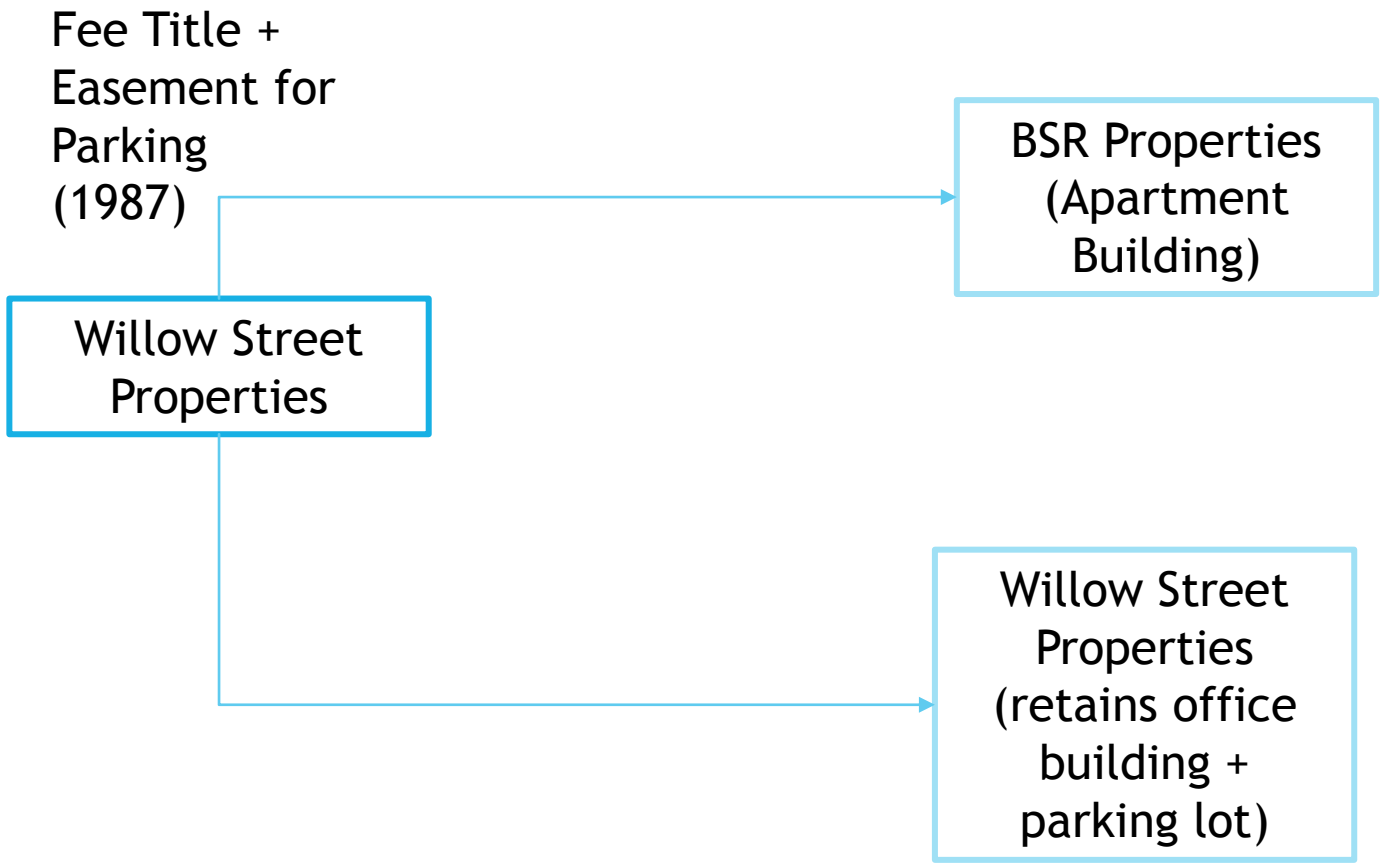
Minneapolis Athletic Club v. Cohler 177 N.W.2d 786 (Minn. 1970)

- 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. It is well settled that the extent of an easement should not be enlarged by legal construction beyond the objects originally contemplated or expressly agreed upon by the parties.

Pergament v. Loring Properties, Ltd. 599 N.W.2d 146 (Minn. 1999)

Termination by Merger

Pergament v. Loring Properties, Ltd. 599 N.W.2d 146 (Minn. 1999)



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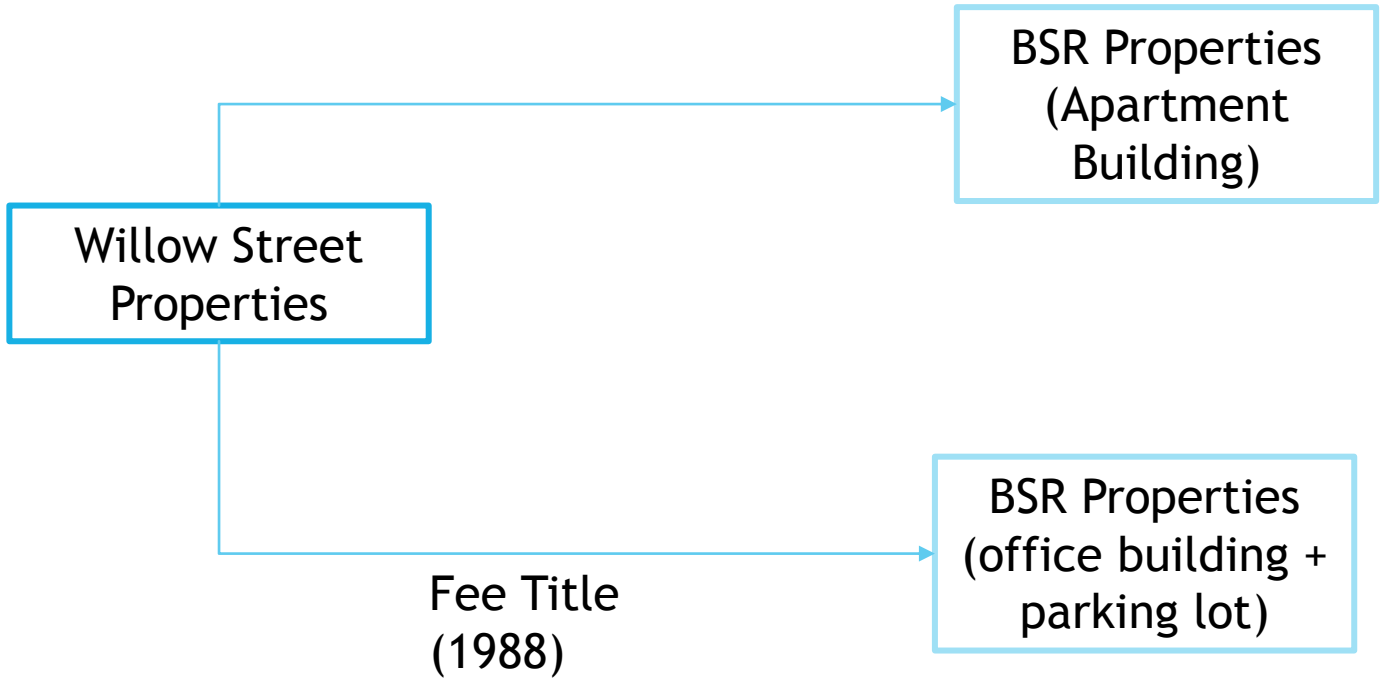

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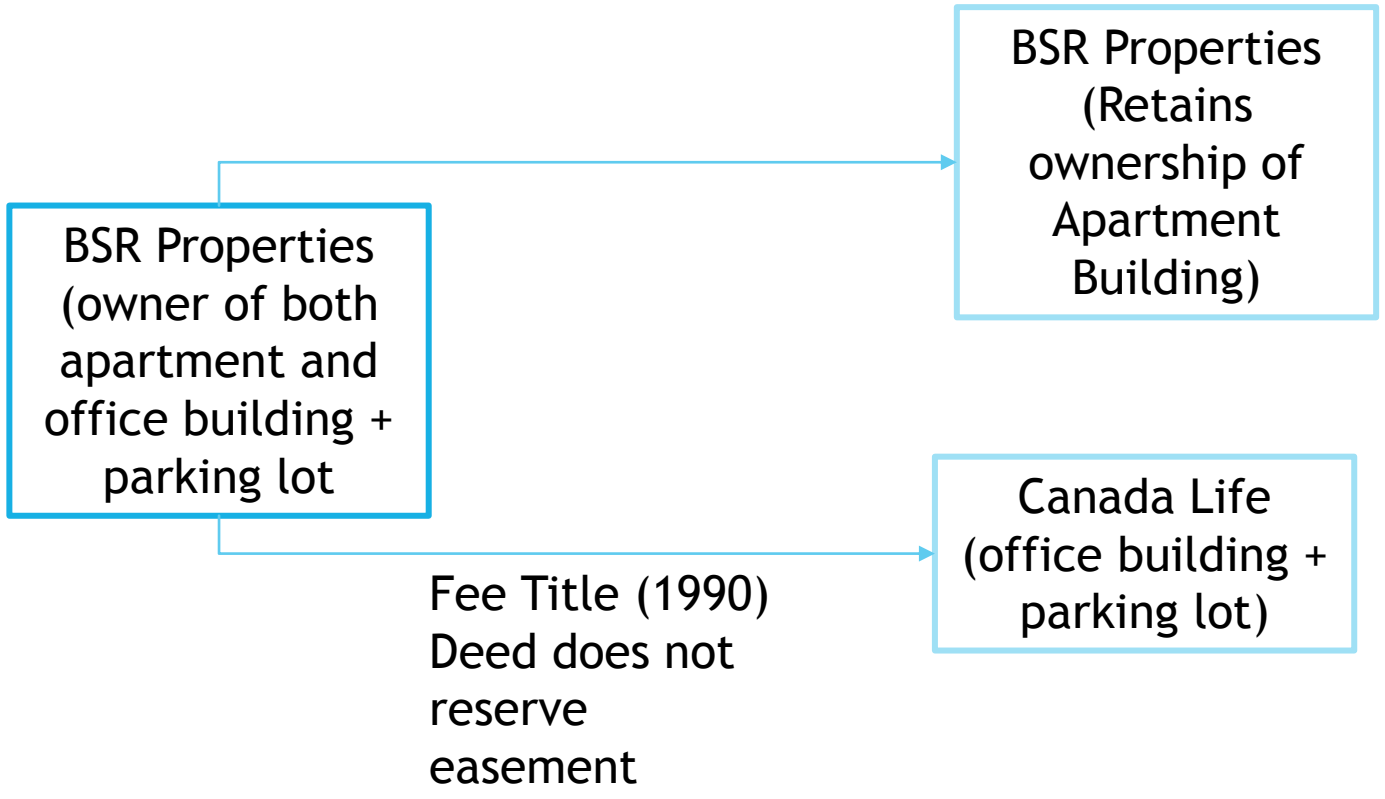

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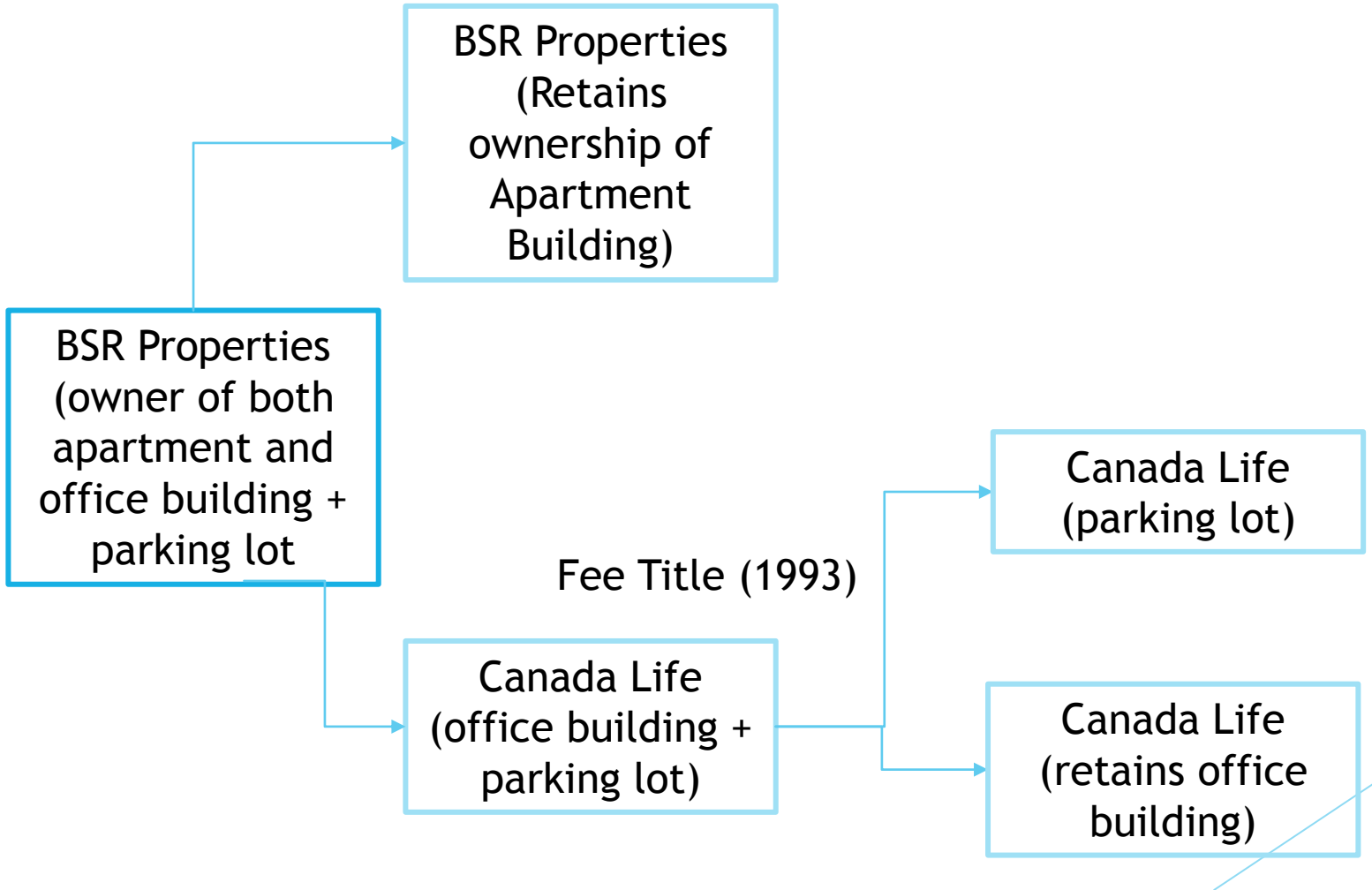

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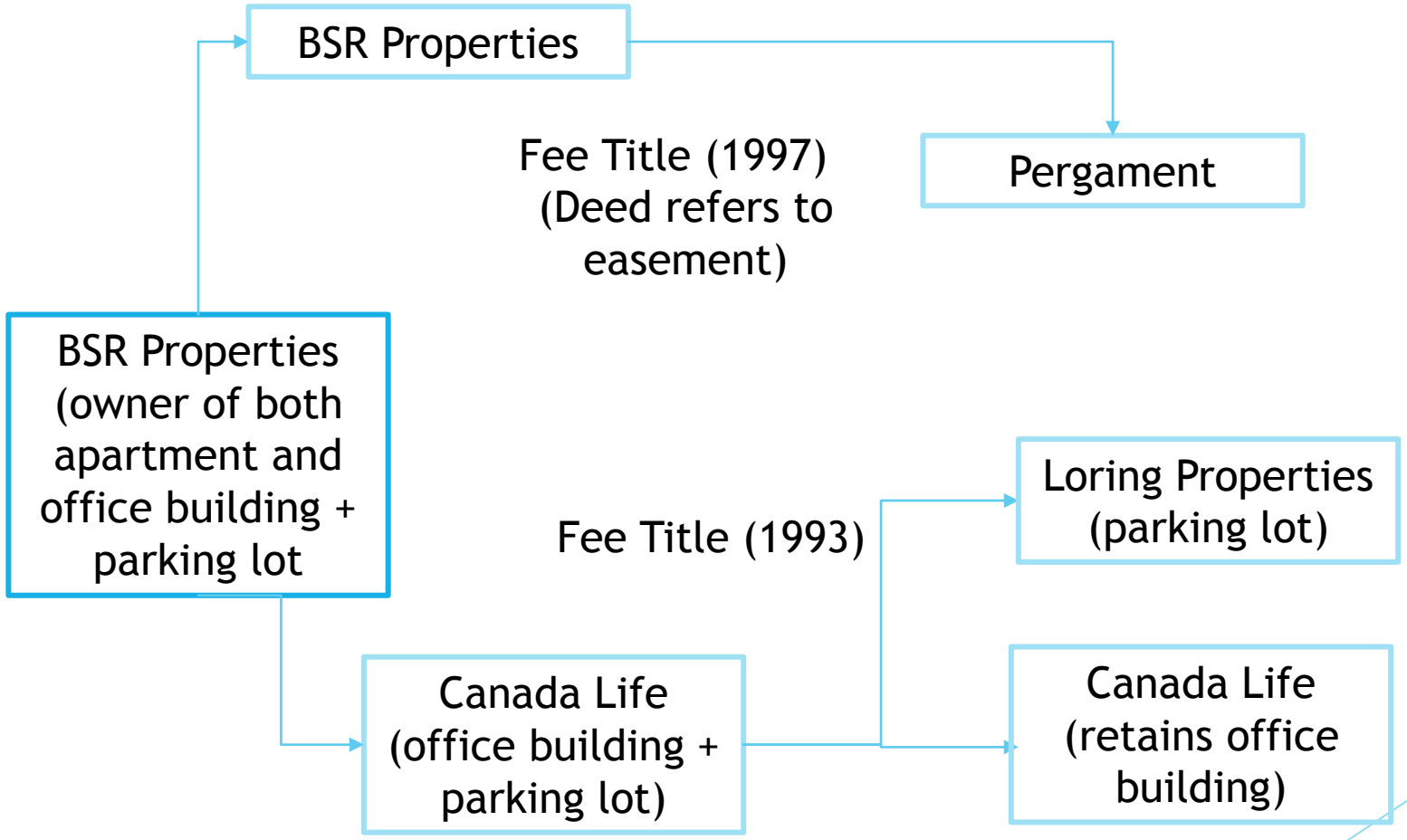

Pergament v. Loring Properties, Ltd. 599 N.W.2d 146 (Minn. 1999)

- Once extinguished, an easement is not revived or reinstated when referred to in a subsequent conveyance.

Pergament v. Loring Properties, Ltd. 599 N.W.2d 146 (Minn. 1999)

- Mortgage exception:

  the mortgagee of the dominant estate is protected from losing its interest in an easement otherwise extinguished when fee title to the dominant estate and fee title to the servient estate have been united in one fee owner.

Pergament v. Loring Properties, Ltd. 599 N.W.2d 146 (Minn. 1999) - DISSENT

- Application of the merger doctrine depends on the equities of the case.
- The doctrine of merger is a flexible, equitable doctrine
- Equitable analysis depends on the facts or circumstances of the particular case at issue, **including the intent of the parties**

United Parking Stations, Inc. v. Calvary Temple
101 N.W.2d 208 (1960)

Marketable Title Act

Abandonment

United Parking Stations, Inc. v. Calvary Temple 101 N.W.2d 208 (1960)

- 1901, Minnesota Loan and Trust Company conveyed to Second Church of Christ Scientist reserving an easement over the easterly 14 feet of the property conveyed "to be used by the owners of said Lots No. 1, 2 and 3 and part of Lot No. 4 as aforesaid jointly as a right of way

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- In 1954, Calvary Temple constructed a Sunday-school building, which extended over the easement.
- In 1902, Minnesota Loan and Trust Company conveyed the benefitted property, together with the easement and eventually to Lutheran Brotherhood by deed in 1956.

United Parking Stations, Inc. v. Calvary Temple 101 N.W.2d 208 (1960)

- Marketable Title Act (M.S.A. 541.023, subd. 1):

> As against a claim of title based upon a source of title which source has then been of record at least 40 years, no action affecting the possession or title of any real estate shall be commenced by a person * * * after January 1, 1948, to enforce any right, claim, interest, incumbrance or lien founded upon any instrument, event or transaction which was executed or occurred more than 40 years prior to the commencement of such action, unless within 40 years after such execution or occurrence there has been recorded in the office of the register of deeds [the required notice] * * *."

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>
> This section shall not * * * bar the rights of any person, partnership or corporation in possession of real estate.

United Parking Stations, Inc. v. Calvary Temple 101 N.W.2d 208 (1960)

- Right-of-way easements which are manifested by actual use or `occupancy' (consistent with the nature of the easement created) are protected even if the requirement of filing notice is not me.

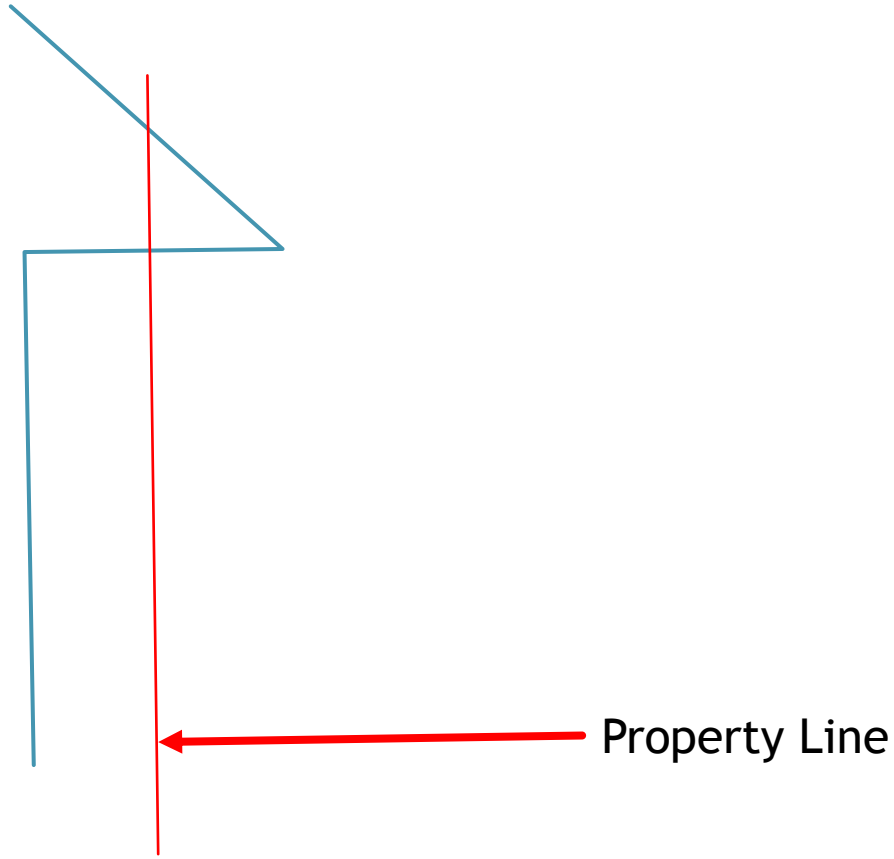
- Actual possession, in order to save the easement to plaintiff, must have existed or have been a reality on January 1, 1948.

- Whether or not an easement has been abandoned is a question of fact

Romans v. Nadler (1944)

Easement by Prescription

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



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

- easement by prescription
  - Hostile
  - Actual
  - Open
  - Continuous
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  - for a period of at least 15 years.

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

- The periodical entries for putting on and taking off storm windows and screens and painting were occasional trespasses for the purposes mentioned, and consequently could not give rise to any prescriptive rights.

  - have gone onto lot 3 twice a year to put on or remove storm and screen windows on their dwelling house, placing ladders thereon at such times and for such purposes
  - have gone thereon once every six or seven years for the purpose of painting and repairing their dwelling house, likewise using ladders in connection therewith at such times.

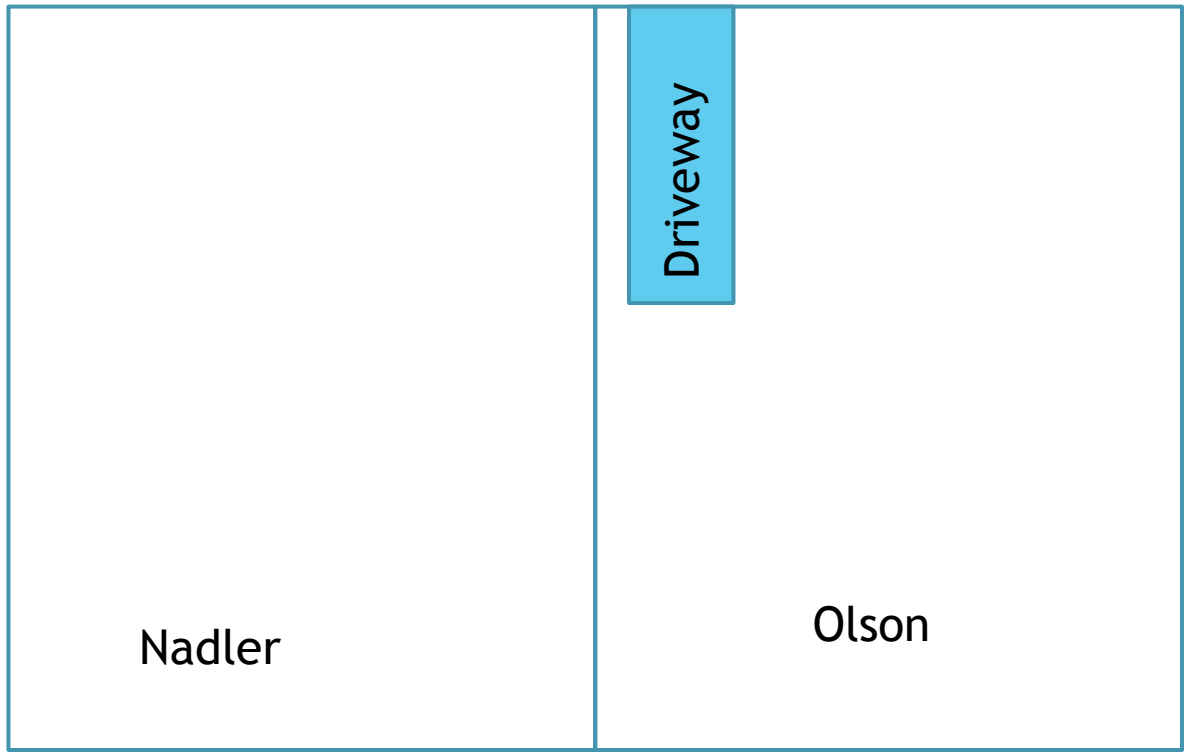
Boldt v. Roth, 604 N.W.2d 117 (Minn. App., 2000)

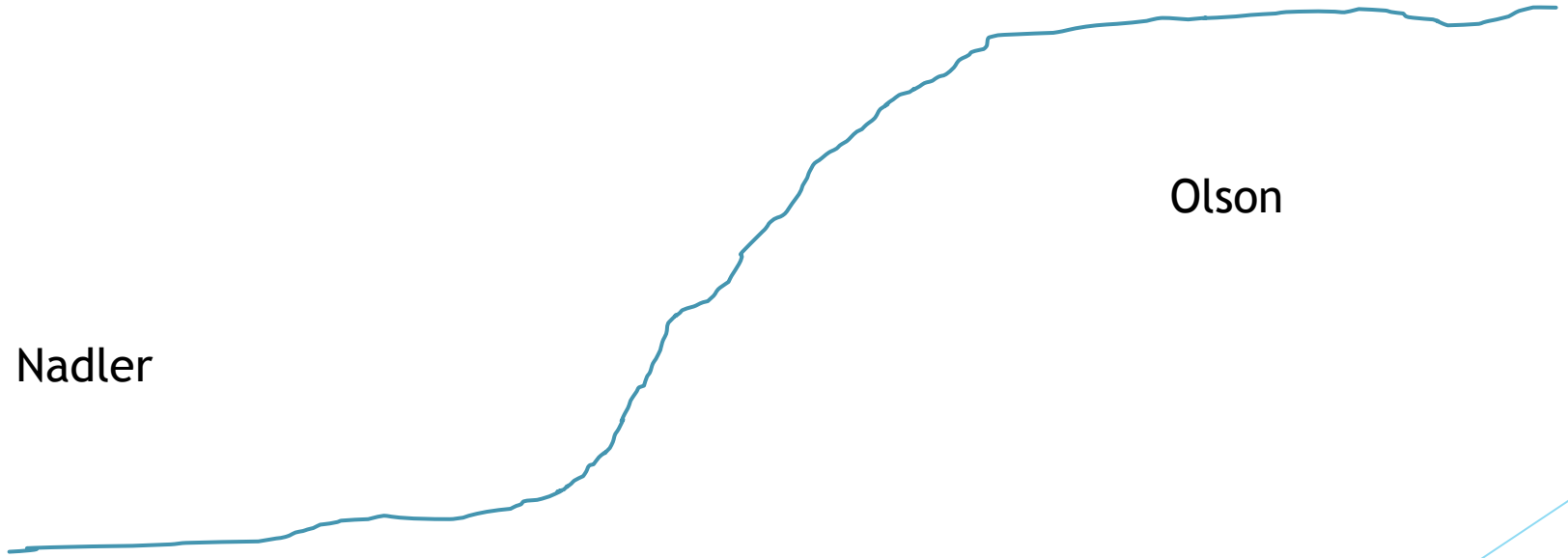
- The general rule of law is that the existence of a close family relationship between the claimant of land and the record owner creates the inference that the use is permissive

- Where original use is permissive, 15-year prescriptive period does not begin to run against legal owner until adverse intent is declared and owner has notice of such change.

Olson v. Mulllen
68 NW2d 640 (1955)

Easement by Implication (Necessity)


Driveway
Nadler
Olson


Olson
Nadler

Olson v. Mullen, 68 N.W.2d 640 (1955)

- implied easement standard test
  - there has been a **separation of title**;
  - the use which gives rise to the easement shall have been so long, continuous and apparent as to show that it was **intended** to be permanent; and
  - the easement is **necessary** to the beneficial enjoyment of the land granted

Olson v. Mullen, 68 N.W.2d 640 (1955)

- Implied intent of original grantor at time property ownership was separated
- It is not always necessary that the existence of all these essentials be present; they are only aids in determining whether such easement exists. Nor are the factors stated exhaustive.
- Because at the time of the severance of the party severing title had several alternatives available to him, there was no necessity for the easement for support.

Termination of Easements

- *Expiration*. If the grant of easement reflects a finite period in which the easement is to be effective or the easement's vitality depends on the non-occurrence of some triggering event (that is to say, the easement is temporary), then the easement will expire automatically in accordance with its terms.

- *Agreement*. The parties to an easement are free to alter and amend the terms of the easement and may, therefore, agree to terminate it. The key is that all of the parties must so agree, including those who benefit, those who are burdened, and any mortgagee. If the mortgagee does not consent, then the termination will be ineffective as against the mortgagee.

- *Adverse Possession*. Except in the case of Torrens or government property (which are generally exempt from adverse possession doctrines), an easement may be adversely possessed. *See, e.g.*, *Hickerson v. Bender*, 500 N.W.2d 169 (Minn. App. 1993).

- *Forfeiture*. Although no Minnesota cases have validated the principle here, the general law of easements is that an easement may be forfeited if the beneficiary misuses it – by "surcharging" it for example with overuse – and the use can't be scaled back to square with the intended burden. There is a Minnesota case that, rather than enforce a forfeiture, imposes financial liability for misuse. *See*, *Matter v. Nelson*, 478 N.W.2d 211 (Minn. App. 1991).

- *Condemnation*. Assuming just compensation and public purpose compatible with the Minnesota Constitution, an easement may be extinguished by condemnation. *See, e.g.*, *Burger v. City of Saint Paul*, 64 N.W.2d 73 (Minn. 1954).