

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0519**

Terry Colton, et al.,
Appellants,

vs.

Gary A. Meemken, et al.,
Respondents.

**Filed February 3, 2025
Affirmed and remanded
Klaphake, Judge***

Otter Tail County District Court
File No. 56-CV-21-1568

Matthew P. Franzese, Wheaton, Minnesota (for appellants)

Robert L. Russell, Fergus Falls, Minnesota (for respondents)

Considered and decided by Bjorkman, Presiding Judge; Johnson, Judge; and
Klaphake, Judge.

NONPRECEDENTIAL OPINION

KLAPHAKE, Judge

Appellants challenge the district court's order enforcing a mediated settlement agreement (MSA), which resulted, in part, from appellants' adverse possession claim against respondents. Appellants argue that the district court erred in granting respondents'

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

motion to enforce the MSA because the MSA is ambiguous and not supported by mutual assent. Because the MSA is unambiguous and enforceable, we affirm the district court's order enforcing the MSA and remand to the district court.

DECISION

I. Timeliness of Appeal

Unless a different time is provided by statute, an appeal may be taken from an appealable order within 60 days after service by any party of written notice of its filing. Minn. R. Civ. App. P. 104.01, subd. 1. Moreover, “[u]nless otherwise provided by law, ‘if any party serves and files a proper and timely motion’ expressly listed under Minn. R. Civ. App. P. 104.01, subd. 2, the time for appeal tolls until the district court rules on the last outstanding motion.” *Stern 1011 First Street South, LLC v. Gere*, 979 N.W.2d 216, 220 (Minn. 2022) (emphasis omitted) (quoting Minn. R. Civ. App. P. 104.01, subd. 2). A motion for amended findings under Minn. R. Civ. P. 52.02 is one of the post-decision motions expressly listed in Minn. R. Civ. App. P. 104.01, subd. 2.

A proper post-decision motion must be both filed in compliance with the rules of civil procedure and authorized. *Madson v. Minn. Mining & Mfg. Co.*, 612 N.W.2d 168, 171-72 (Minn. 2000). To be authorized, a post-judgment motion must show “on the face of the document the party has filed a motion that is expressly allowed under [rule 104.01,] subdivision 2.” *Id.* at 172. The interpretation of procedural rules presents a question of law that we review de novo. *Id.* at 170 (interpreting Minnesota Rules of Civil Appellate Procedure); *see also Vogelsberg v. Vogelsberg*, 672 N.W.2d 602, 604 (Minn. App. 2003) (interpreting Minnesota General Rules of Practice).

Here, the district court granted respondents' motion to enforce the MSA on September 21, 2023. On September 28, 2023, respondents served notice of filing of the September 21, 2023, order to limit the time to appeal. On October 27, 2023, appellants filed a motion for amended findings under Minn. R. Civ. P. 52.02. The district court denied this motion on March 1, 2024, and within one month of this denial, appellants brought this appeal.

Respondents argue that appellants' motion for amended findings is not a proper post-decision motion for two reasons. First, respondents contend that appellants' motion for amended findings is procedurally deficient because it fails to satisfy the requirements for responses to dispositive motions identified in Minn. R. Gen. Prac. 115.03. Contrary to this assertion, *Madson* does not require compliance with the general rules of practice for a post-decision motion to be a proper post-decision tolling motion. *Madson*, 612 N.W.2d 168 at 171 (concluding that a proper post-decision motion must comply with the rules of civil procedure). Furthermore, even if a post-decision motion is required to comply with the general rules of practice to be proper, appellant's motion is not procedurally deficient in this regard. A motion for amended findings asks the district court to "amend its findings or make additional findings." Minn. R. Civ. P. 52.02. Its purpose is not to reply to the arguments of another party, but instead "to permit the [district] court a review of its own exercise of discretion." *Johnson v. Johnson*, 563 N.W.2d 77, 78 (Minn. App. 1997), *rev. denied* (Minn. June 30, 1997) (quotation omitted). Therefore, appellants' motion for amended findings is not a responsive motion because it does not constitute a formal reply

to respondents' motion to enforce, but rather directly addresses the findings laid out in the district court's order.

Respondents next contend that appellants' motion for amended findings is not proper because substantively it acts as a motion for reconsideration, which is generally prohibited by Minn. R. Gen. Prac. 115.11. However, appellants' motion is captioned as a rule 52.02 motion for amended findings. Because rule 52.02 motions for amended findings are included in the list of post-decision tolling motions in Minn. R. Civ. App. P. 104.01, subd. 2, on its face, appellants' motion is a proper post-decision tolling motion. *See Madson*, 612 N.W.2d at 172.

In sum, this appeal is timely because appellants brought a proper and timely¹ motion for amended findings, which tolled their time to appeal the district court's September 2023 order enforcing the MSA.

II. Enforcement of the MSA

A motion to enforce a settlement agreement is treated as a motion for summary judgment. *Voicestream Minneapolis, Inc. v. RPC Props., Inc.*, 743 N.W.2d 267, 273 (Minn. 2008). Therefore, we review de novo whether a genuine issue of material fact exists that precludes granting this motion and whether the district court properly applied the law. *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 76-77 (Minn. 2002).

¹ On appeal, respondents do not dispute that appellants' motion for amended findings was timely.

A. Ambiguity

In Minnesota, contract law applies to mediated settlement agreements. Minn. Stat. § 572.35, subd. 1 (2024); *Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 581-82 (Minn. 2010). “The language of a contract is ambiguous if it is susceptible to two or more reasonable interpretations” based on its language alone. *Dykes*, 781 N.W.2d at 582. If a contract is unambiguous, its terms “may be given their plain and ordinary meaning . . . and summary judgment may be appropriate.” *Bank Midwest, Minn., Iowa, N.A. v. Lipetzky*, 674 N.W.2d 176, 179 (Minn. 2004).

Appellants argue that the district court erred by determining that the MSA is unambiguous because the term “above-ground structure” used throughout the MSA is susceptible to two reasonable interpretations: (1) it refers exclusively to permanent, fixed items and (2) it refers to both permanent and temporary, movable items.

The MSA uses the term “above-ground structures” three times. It first introduces this term to explain the restrictions placed on a permanent easement that appellants were required to execute and deliver to respondents as part of the parties’ resolution of the adverse-possession action. The MSA states that this easement shall prohibit “any new above-ground structures on the Transferred Parcel but permit[] any above-ground structures currently existing and at their current and exact location, such as RVs or utilities that exit from the ground.” To determine the placement of these structures, the MSA requires appellants to arrange and pay for a licensed surveyor to delineate the location of these “above-ground structures.” There is no language in the MSA that specifically

indicates that the term “above-ground structure” refers exclusively to permanent, fixed items.

Rather, the plain language of the MSA unambiguously uses the term “above-ground structure” to refer to anything constructed or installed on the land whether permanent or temporary. This is made evident by the MSA’s mention of RVs, which are generally temporary and moveable in nature, as a descriptive example of a type of structure. Therefore, the inclusion of “RVs” as an example of what constitutes an “above-ground structure” contradicts the appellants’ assertion that the term “above-ground structure” can be reasonably interpreted as referring exclusively to permanent items placed on the land. Furthermore, to interpret “above-ground structure” as referring exclusively to permanent structures would be inconsistent with the plain meaning of the word “structure.” *See The American Heritage Dictionary of the English Language* 1731 (5th ed. 2011) (“[s]omething constructed”).

Because the MSA’s term “above-ground structures” has only one reasonable interpretation—permanent and temporary, movable items on the transferred parcel—the district court did not err in determining that the MSA is not ambiguous.²

² Appellants briefly argue that the district court erred by not conducting an evidentiary hearing to determine what constitutes an “above-ground structure” under the MSA. We need not address this argument at length because “[district] courts have the inherent power to summarily enforce a settlement agreement as a matter of law when the terms of the agreement are clear and unambiguous.” *Voicestream Minneapolis, Inc.*, 743 N.W.2d at 272 (quotations omitted). Because the disputed term “above-ground structure” is clear and unambiguous, the district court did not err by not conducting an evidentiary hearing on this issue.

B. Mutual Assent

To form a mediated settlement agreement, mutual assent must exist, which “entails a meeting of the minds concerning a contract’s essential elements.” *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 864 (Minn. 2011) (quotation omitted). A “meeting of the minds[] does not require a subjective mutual intent to agree on the same thing in the same sense.” *Holt v. Swenson*, 90 N.W.2d 724, 728 (Minn. 1958). Instead, Minnesota courts use an objective standard to assess whether mutual assent exists. *SCI Minn. Funeral Servs., Inc.*, 795 N.W.2d at 864. Consequently, mutual assent “may be based on objective manifestations whereby one party by his words or by his conduct, or by both, leads the other party reasonably to assume that he assents to and accepts the terms of the other’s offer.” *Holt*, 90 N.W.2d at 728.

Appellants contend that the parties did not mutually assent to the term “above-ground structure” because it makes “zero sense” that appellants would agree to limit their placement of temporary structures on the transferred parcel given their historic use of this parcel for seasonal camping. But this court does not inquire into the subjective intent of the parties when analyzing whether mutual assent exists, but rather considers “objective manifestations” of mutual assent, such as the parties’ words, conduct, and documents. *Id.* Here, all parties signed the written MSA after retaining and consulting legal counsel. Appellants also began to perform under the terms of the MSA by surveying the transferred parcel, providing drafts of this survey to respondents, and drafting a warranty deed for the transferred parcel. Based on this conduct, appellants objectively manifested their intent to be bound to all the terms of the MSA, including the unambiguous term “above-ground

structure.” Thus, we conclude that no genuine issue of material fact exists as to whether the parties mutually assented to the MSA’s unambiguous terms.

We conclude that the district court did not err in determining that the MSA is unambiguous and enforceable. Therefore, we affirm the district court’s decision enforcing the MSA and remand to the district court for further proceedings consistent with this opinion, including, consistent with the district court’s order, submitting any disagreements on the particularities of the MSA to the district court for a decision.

Affirmed and remanded.