This opinion is nonprecedential except as provided by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
A24-1973

Robert Goerdt, et al.,
Appellants,

vs.

Dennis Goerdt, et al.,
Respondents.

Filed September 22, 2025
Affirmed
Bratvold, Judge

Grant County District Court
File No. 26-CV-22-4

Dennis W. Hagstrom, Law Office of Dennis W. Hagstrom, Fergus Falls, Minnesota (for appellants)

Nathan L. Seeger, Nathan Seeger Law Office, Fergus Falls, Minnesota (for respondents)

Considered and decided by Harris, Presiding Judge; Bjorkman, Judge; and Bratvold, Judge.

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

This appeal arises from enforcement of a settlement agreement between family members who disagreed about an option to purchase land once held by a revocable trust and now owned by respondents. Respondents notified appellants that they had breached the settlement agreement and that the option had "lapsed." Appellants sued respondents, alleging five causes of action, including specific performance of the option. Respondents counterclaimed. The district court granted summary judgment for respondents on two of the five causes of action, dismissed two other claims, and later held a bench trial, deciding for respondents on the remaining claim. On appeal, appellants argue that the district court erred by granting summary judgment for respondents and dismissing some claims, denying appellants' motions to amend the complaint, and denying appellants' motion for a new trial. We affirm.

FACTS

Lucille and Lorain Goerdt were married and had five children, including Kathleen Stoeser and Robert, Dennis, and Thomas Goerdt.[1] Thomas is deceased, and his children are Jennifer Berg and Melissa Lu. Appellants are Robert and his spouse, Debra Goerdt, and respondents are Dennis, Kathleen, Jennifer, and Melissa.

The facts here were previously summarized in a prior opinion of this court. *Goerdt v. Goerdt*, No. A18-1847, 2019 WL 3545817, at *1-2 (Minn. App. Aug. 5, 2019). In 1993, Lucille and Lorain created a revocable living trust for the Goerdt family (the trust). *Id.* at *1. Robert was named as trustee, and he and respondents were beneficiaries of the trust. *Id.* Lucille and Lorain placed land, known as the section 4 land, into the trust.[2] *Id.* Two

---

[1] Because many parties share the same last name, this opinion uses first names along with collective references to appellants and respondents.

[2] The district court found that the section 4 land placed into the trust was

> The Southwest Quarter (SW 1/4) of Section Four (4), Township One Hundred Thirty (130) North, Range Forty-four

mortgages encumbered the section 4 land and also secured lines of credit. Lorain died in March 2013. *Id.* At least four lawsuits followed.

The first lawsuit related to the trust, was venued in Otter Tail County, and commenced in 2013. *Id.* The parties resolved the dispute when Lucille and the trust beneficiaries entered into a settlement agreement in December 2014. *Id.* Under the settlement agreement, "Robert agreed to resign as trustee of [the trust] . . . , and the trust agreed to transfer . . . real estate" known as the "Section 3 land" to Robert.[3] *Id.* at *1. Robert agreed that Kathleen would become the successor trustee and that he would "receive nothing from the trust and/or [Lucille's] estate beyond the rights enumerated in this agreement." And Robert agreed not to challenge Lucille's "estate plan." Finally, Robert

---

> (44) West, subject to highway right of way, Grant County, Minnesota;
>
> AND
>
> The Northwest Quarter (NW 1/4) also described as Government Lots three (3) and Four (4) and South Half of Northwest Quarter (S 1/2 of NE 1/4) of Section 4, Township 130 North, Range 44 West, except the following tracts of land:
>
> Beginning at the Northwest corner of said Lot 4, Section 4, Township 130, Range 44, Grant County, Minnesota; thence South along the West line of Lot 4 a distance of 452 feet to the point of beginning; thence East a distance of 344 feet; thence South at right angles a distance of 321 feet; thence West at right angles a distance of 344 feet to the West line of said Lot 4; thence North to the point of beginning.

[3] "In the settlement agreement, the Section 3 land is referred to as 'the contract for deed land.'" *Id.* at *1 n.3.

agreed that the trust would convey the section 4 land to Lucille and that he would not "challenge this distribution."

The settlement agreement also gave Robert the option to purchase the section 4 land and stated that the option would "run with the land." The option would be triggered (1) "on or after January 1, 2017," (2) "if [Lucille] dies," or (3) "if the current [trust] wishes to convey [the section 4 land] to anyone other than [Lucille]."[4] The settlement agreement provided that it would "become effective" when Robert received quitclaim deeds for the section 3 land. *Id.* In the settlement agreement, Robert agreed that, within 60 days of receiving clear title to the section 3 land, he would release the section 4 land from the outstanding lines of credit.

Robert received quitclaim deeds for the section 3 land from respondents in late 2014. The effect of his receipt was disputed, as discussed below.

The trust transferred the section 4 land to Lucille by quitclaim deed in January 2015. *Id.* That same month, "a neighboring farmer, Brian Lacey, offered to purchase the Section 4 land." *Id.* In February, Lucille provided Robert's attorney with "written notice of Lucille's intent to convey the Section 4 land to Lacey," which was "provided to trigger the ninety (90) days in which [Robert] must decide whether he wishe[d] to exercise his option." *Id.* (alterations in original). Robert's attorney responded, stating that Lucille's notice was "premature, and [could not] be relied upon to trigger the applicable ninety (90) day notice

---

[4] The settlement agreement also gave Robert "the right, until the option is either exercised or he fails to exercise the option . . . , to rent the approximately 25 acres of the alfalfa land" on the section 4 land.

period" because "the settlement agreement [was] not yet effective." *Id.* (alterations in original).

In September 2015, Lucille recorded a transfer-on-death deed that would transfer the section 4 land to respondents upon her death.

In November 2015, Lucille entered into a lease with Brian and Debbie Lacey, doing business as the Lacey Family LLLP, for the section 4 land. Under the lease, the Laceys rented the section 4 land for 14 years, with a 100-year right of first refusal "if the land ever comes up for sale and/or rental after [the lease] runs its course." The lease was signed by Lucille, the Laceys, and Kathleen on behalf of the trust.

In 2016, a second lawsuit related to the section 3 land was commenced in Grant County. There, the district court declared appellants the "fee simple owners" of the section 3 land. *Goerdt v. Folsom*, No. A17-1751, 2018 WL 3213109, at *1-2 (Minn. App. July 2, 2018), *rev. denied* (Minn. Sept. 26, 2018). Judgment was entered in April 2017; this court affirmed it in July 2018.

Also in 2018, a third lawsuit involving the parties was venued in Otter Tail County and involved Lucille's notice of intent to sell the section 4 land to the Laceys in 2015. *Goerdt*, 2019 WL 3545817, at *1-2. Robert argued that the settlement agreement was not effective because he did not have clear title to the section 3 land at the time of Lucille's notice. *Id.* After a bench trial in 2018, the district court determined that the settlement agreement was not effective until August 17, 2015, when Robert received a corrected quitclaim deed to the section 3 land. *Id.* Based on this determination, the district court ordered that the parties be returned to the positions they were in before Lucille notified

Robert of her intent to sell the section 4 land. *Id*. Lucille appealed, and appellants cross-appealed. *Id.* at *1, *5. This court affirmed. *Id.* at *6.

Lucille passed away on March 18, 2019, while the appeal of the third lawsuit was pending.

In December 2019, respondents served Robert with a "Notice of Circumstances and Breach," stating that, because Robert had not released the lines of credit secured by the mortgages on the section 4 land within 60 days of receiving clear title to the section 3 land, he materially breached the settlement agreement. The notice also stated that respondents intended to sell the section 4 land, which triggered the period in which Robert must exercise his option.

In March 2020, Robert's attorney sent respondents a written notice of Robert's intent to exercise the option to purchase the section 4 land. Two months later, respondents sent Robert a letter informing him that he had not cured his breach of the settlement agreement, that his attorney's letter did not properly exercise his option under the settlement agreement, and thus that the option had "lapsed."

This appeal arose from the fourth lawsuit; appellants sued respondents in January 2022, alleging five causes of action: (1) specific performance of the option in the settlement agreement; (2) breach of contract for refusing to honor the option; (3) damages for or the return of several items of Robert's personal property that allegedly remained in respondents' possession; (4) slander of title for the section 3 land; and (5) damages for destruction of alfalfa crops under Minn. Stat. § 604.13 (2024). Respondents answered and counterclaimed for, among other things, breach of contract.

The district court set a discovery deadline of July 31, 2022. On August 10, 2022, after the close of discovery, appellants moved to amend the complaint to add, among other things, a claim asserting that respondents breached the settlement agreement by entering into the Lacey lease. Appellants also sought to extend the deadline for discovery until September 30, 2022, and move the trial date from October 26 to November 14, 2022. Respondents objected to the motion.

In a November 2022 order, the district court denied the motion to amend the complaint and related requests. The district court reasoned that amending the complaint would prejudice respondents by delaying the trial. The district court also determined that amending the complaint was futile because "the new counts alleged do not actually relate to [respondents], but rather to the deceased Lucille Goerdt and to Lacey Family LLLP, who are not parties to this case."

In August 2022, respondents moved for, among other things, dismissal of counts four and five and summary judgment on counts one and two. The district court granted the motions in part in a February 2023 order. The district court dismissed count four—the slander-of-title claim—and count five—the crop-damage claim—under Minn. R. Civ. P. 12.02(e) for failure to state a claim for relief on which relief can be granted.[5] The district court reasoned that, because count five sought damages under Minn. Stat. § 604.13, appellants had to allege that the crops were "grown for testing or research" and failed to do so. The district court granted summary judgment in favor of respondents on counts one and

[5] Appellants do not challenge the dismissal of count four on appeal.

two—the specific-performance and breach-of-contract claims—reasoning that it was undisputed that Robert had failed to release the section 4 land from the lines of credit, and so respondents' performance under the settlement agreement was excused. The district court noted that appellants offered no evidence to contest respondents' evidence of Robert's breach.

Appellants moved to vacate the summary-judgment order under Minn. R. Civ. P. 60.02 and again sought to amend their complaint in June 2023. Appellants asked to amend count five by replacing Minn. Stat. § 604.13 with Minn. Stat. § 548.05 (2024), and to add a breach-of-contract claim based on respondents' lease with the Laceys.

In a July 2023 order, the district court denied appellants' motions to vacate the summary-judgment order and to amend the complaint. The district court again determined that granting the motion to amend the complaint would prejudice respondents "by requiring further discovery, further delay of trial, and the joinder of new and additional parties" and "would also be futile." The district court stated that it considered appellants' motion to vacate the summary-judgment order to be, in essence, a "motion to reconsider," which they had not obtained permission to file under Minn. Gen. R. Prac. 115.11. The district court also determined that appellants failed to state grounds under rule 60.02 to vacate the summary-judgment order.

The district court held a bench trial on the remaining claims in January 2024 and issued its findings of fact, conclusions of law, and order for judgment in May 2024. The district court dismissed count three—appellants' personal-property claim—with prejudice. The district court found in favor of respondents on their breach-of-contract counterclaim based on Robert's failure to release the section 4 land from the lines of credit, awarding damages for the amounts respondents paid on Robert's loans. The district court also declared respondents to be the "owners in fee simple" of the section 4 land. Judgment was entered on June 24, 2024.

On June 28, 2024, appellants moved for amended findings of fact, conclusions of law, and judgment under Minn. R. Civ. P. 52.02 and, in the alternative, for a new trial under Minn. R. Civ. P. 59. Respondents moved to amend the district court's order to correct errors and omissions.

The district court denied appellants' motions for amended findings and a new trial in an October 2024 order. The district court considered appellants' motion for amended findings to be an improper motion for reconsideration. The district court also determined that the new-trial motion was untimely because it was not filed "within 30 days after [appellants] were served notice of the court's Order for Judgment." The district court granted respondents' motion to correct the court's order. The district court issued amended findings of fact, conclusions of law, and order for judgment on October 12, 2024, and entered an amended final judgment on October 14, 2024.

Robert and Debra appeal.

DECISION

I. The district court did not err by granting summary judgment for respondents on counts one and two—the specific-performance and breach-of-contract claims—and dismissing count five—the crop-damage claim.

A. Counts One and Two

Appellants argue that the district court erred by granting partial summary judgment on counts one and two, the claims related to the settlement agreement. Count one sought specific performance of the option to purchase the section 4 land, and count two alleged that respondents breached the settlement agreement by failing to honor Robert's option.

A district court "shall grant summary judgment if the movant shows that there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law." Minn. R. Civ. P. 56.01. Appellate courts "review a grant of summary judgment de novo, viewing the evidence in the light most favorable to the nonmoving party and resolving all doubts and factual inferences against the moving party." *Staub v. Myrtle Lake Resort, LLC*, 964 N.W.2d 613, 620 (Minn. 2021).

The district court granted summary judgment for respondents on counts one and two, reasoning that appellants' "failure to comply with the clear terms of the settlement agreement was a breach" that "excused" respondents' performance under the settlement agreement, which provides in paragraph six that, within 60 days of getting clear title to the section 3 land, Robert "shall" release the section 4 land from his lines of credit. The district court determined it was undisputed that Robert received clear title to the section 3 land in the 2016 Grant County lawsuit—judgment was entered in April 2017, affirmed on appeal in July 2018, and the supreme court denied review in September 2018. And the district court concluded in its summary-judgment order that appellants failed to "refute the evidence that Robert breached the settlement agreement when he failed to release [the section 4 land] from his current line of credit as mandated by the Settlement Agreement."

Caselaw supports the district court's legal conclusion. "[I]t is elementary that a breach of a contract by one party excuses performance by the other." *Soderbeck v. Ctr. for Diagnostic Imaging, Inc.*, 793 N.W.2d 437, 441 (Minn. App. 2010) (quotation omitted). A "breach must be material in order to excuse performance." *TC/Am. Monorail, Inc. v. Custom Conveyor Corp.*, 822 N.W.2d 812, 817 (Minn. App. 2012), *rev'd on other grounds*, 840 N.W.2d 414 (Minn. 2013).

Appellants do not dispute that Robert breached the settlement agreement by failing to release the lines of credit on the section 4 land or that the breach was material to the settlement agreement. Appellants instead argue that respondents materially breached the settlement agreement first by entering into a 2015 lease with the Laceys for the section 4 land before Robert received clear title to the section 3 land in 2016.

This argument, however, was not raised in appellants' response to respondents' motion for summary judgment, even though appellants had moved to amend the complaint to allege that the Lacey lease breached the settlement agreement.[6] A party generally cannot raise an issue for the first time on appeal; "[n]or may a party obtain review by raising the

[6] Debra attested in an affidavit that she "had some knowledge" that the Laceys were farming the section 4 land "but knew nothing" of the lease with the Laceys until November 2021. Yet appellants waited until August 2022 to move to amend the complaint to add a breach-of-contract claim about the Lacey lease. As detailed below, the district court denied this motion.

same general issue litigated below but under a different theory." *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Because, on appeal, appellants challenge summary judgment based on an issue and theory not raised during district court proceedings, we conclude that the district court did not err by granting summary judgment in favor of respondents on counts one and two.

B. Count Five

Appellants appear to argue that the district court erred by dismissing count five, which sought damages for destroyed alfalfa crops under Minn. Stat. § 604.13. The district court dismissed count five for failure to state a claim upon which relief can be granted under Minn. R. Civ. P. 12.02(e). Appellate courts "review de novo whether a complaint sets forth a legally sufficient claim for relief" under rule 12.02(e). *Walsh v. U.S. Bank, N.A*, 851 N.W.2d 598, 606 (Minn. 2014). In doing so, appellate courts "accept the facts alleged in the complaint as true and construe all reasonable inferences in favor of the nonmoving party." *Id.*

Minnesota Statutes section 604.13, subdivision 1, provides that "[n]o person other than the owner, designee, or agent may willfully and knowingly damage or destroy any field crop . . . that is grown for *testing or research purposes* in conjunction or coordination with a private research facility or a university or a federal, state, or local government agency." (Emphasis added.) Appellants' complaint does not allege any facts suggesting that damaged alfalfa crops were grown for testing or research purposes. Thus, the district court did not err by dismissing the crop-damage claim for failure to state a cause of action.[7]

II. The district court did not abuse its discretion by denying appellants' motions to amend the complaint.

Appellants argue that the district court abused its discretion by denying appellants' motions to amend the complaint. Appellants first moved to amend the complaint in August 2022 to add a new breach-of-contract claim based on the Lacey lease, then moved to amend the complaint to revise the crop-damage claim in June 2023 after the district court dismissed the claim in February 2023.

"[A] party may amend a pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires." Minn. R. Civ. P. 15.01. "Generally, the decision to permit or deny amendments to pleadings is within the discretion of the district court and will not be reversed absent a clear abuse of discretion." *Johns v. Harborage I, Ltd.*, 664 N.W.2d 291, 295 (Minn. 2003).

"Ordinarily, amendments should be freely granted, except where to do so would result in prejudice to the other party." *Hughes v. Micka*, 130 N.W.2d 505, 510 (Minn.

---

[7] The district court dismissed appellants' claim for conversion of their personal property after determining that they had not met their burden of proof at trial. Appellants argue the district court erred based on appellants' interpretation of the evidence. In an appeal from a bench trial, however, we review the district court's findings of fact for clear error. Minn. R. Civ. P. 52.01. When reviewing for clear error, we do not reconcile conflicting evidence; instead, we view the record in the light most favorable to the district court's judgment. *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221-22 (Minn. 2021). Appellants' arguments do not address the district court's determination that Robert did not adequately identify what personal property of his remained at the property or offer evidence that respondents had prevented him from retrieving it since 2018. We therefore conclude that the district court did not err in dismissing count three.

1964). The district court may consider factors, "such as the stage of the proceedings," and may disallow an amendment if "substantial delay will result." *Envall v. Indep. Sch. Dist. No. 704*, 399 N.W.2d 593, 597 (Minn. App. 1987), *rev. denied* (Minn. Mar. 25, 1987). Also, a district court may deny a motion to amend if it is futile; in other words, if the amendment "will accomplish nothing" because it "does not state a cognizable legal claim," *id.*, or when the claim could not survive summary judgment, *Rosenberg v. Heritage Renovations, LLC*, 685 N.W.2d 320, 332 (Minn. 2004).

A. Breach-of-Contract Claim

Appellants first argue that the district court should have granted their motion to amend the complaint to add a count alleging that respondents breached the settlement agreement by executing the Lacey lease and "virtually rendering Robert's option to purchase the land worthless."

The district court denied the motion to amend the complaint in its November 2022 order, reasoning that the proposed amendment "would be prejudicial to [respondents]" because it would delay proceedings by extending discovery and the trial date. The record supports the district court's decision. Discovery ended on July 31, 2022, and trial was set for October 26, 2022. Appellants moved to amend the complaint to add a breach-of-contract claim in August 2022 and sought to extend the discovery deadline to September 30 and the trial date to November 14, 2022.

The district court also determined that the proposed amendment would be futile because "the new counts alleged do not actually relate to [respondents], but rather to the deceased Lucille Goerdt and to Lacey Family LLLP, who are not parties to this case."

The Lacey lease relates to the section 4 land and is signed by Lucille, the Laceys, and Kathleen as trustee on behalf of the trust. Lucille is deceased; respondents are her successors in interest for the section 4 land. The district court is correct, however, that the lease involves the Laceys, who are not parties. Even if we set aside any concerns about how the proposed amended count would affect nonparties, the record supports the district court's conclusion that it was futile.

Appellants argue that the Lacey lease breached the settlement agreement in two ways: (1) paragraph five, which makes the section 4 land subject to Robert's option to purchase the land, and (2) paragraph nine, which prohibits the section 4 land from being "pledged" in any way which would "infringe on [Robert's] option." But the settlement agreement does not discuss leasing the section 4 land to third parties, and the Lacey lease is silent on Robert's option. And the settlement agreement in paragraph three provides that Robert's option to purchase the section 4 land "shall run with the land" and therefore binds the successors to the section 4 land. *See Federated Retail Holdings, Inc. v. County of Ramsey*, 820 N.W.2d 553, 560 (Minn. 2012) (holding an interest in property "runs with the land" if it, in addition to other requirements, binds the "successors or assigns" of the owner of that property). In short, the settlement agreement does not preclude leasing the section 4 land and the Lacey lease did not "infringe" on Robert's option, which ran with the land.

Robert does not cite any authority establishing that the Lacey lease "infringe[s]" on his option rights and breaches the settlement agreement. "An assignment of error based on mere assertion and not supported by any argument or authorities in appellant's brief is waived and will not be considered on appeal unless prejudicial error is obvious on mere inspection." *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971). We do not discern any error in the district court's denial of the motion to amend the complaint as futile.

Because appellants' amended breach-of-contract claim involving the Lacey lease would have resulted in delay in discovery and the trial date, and because the proposed amendment was futile, we conclude that the district court did not abuse its discretion by denying the motion to amend the complaint.

B. Crop-Damage Claim

Appellants contend that the district court abused its discretion by denying their motion to amend count five, which sought to replace Minn. Stat. § 604.13 with Minn. Stat. § 548.05. In June 2023, more than three months after the district court dismissed count five, the crop-damage claim, appellants moved to amend the complaint "to substitute Minn. Stat. § 604.13 with Minn. Stat. § 548.05 [in] Count 5." The district court denied the motion in its July 2023 order, reasoning that amending the complaint would "greatly prejudice" respondents, "especially when considering the stage of these proceedings."

The record supports the district court's exercise of discretion. Appellants served their complaint in January 2021—more than two years before appellants brought this motion to amend. Appellants did not move to amend the crop-damage claim until months after the district court had dismissed the crop-damage claim under rule 12.02(e) and discovery had ended.[8] Appellants do not provide any excuse for the delay. We conclude that the district court did not abuse its discretion in denying appellants' motion to amend the crop-damage claim.

III. The district court did not err by denying appellants' motion for a new trial.

Appellants argue that the district court erred by denying appellants' new-trial motion as untimely. "A notice of motion for a new trial shall be served within 30 days after a general verdict or service of notice by a party of the filing of the decision or order." Minn. R. Civ. P. 59.03. Appellate courts "review a district court's decision to grant or deny a new trial for an abuse of discretion." *Christie v. Est. of Christie*, 911 N.W.2d 833, 838 (Minn. 2018). "The interpretation of procedural rules," however, "presents a question of law that [appellate courts] review de novo." *Crowley v. Meyer*, 897 N.W.2d 288, 292 (Minn. 2017).

The district court determined that appellants' new-trial motion was not timely, reasoning that it was filed five days after the 30-day period. *See* Minn. R. Civ. P. 59.03 (providing that a "notice of motion for a new trial shall be served within 30 days after . . . service of notice by a party of the filing of the decision or order").[9] Even if the district court erred when it determined that appellants' new-trial motion was untimely, appellants are not

[8] While the trial date had initially been set for October 2022, the district court later cancelled the trial and ordered the parties to attempt to settle the dispute. After the district court denied the motion to amend the complaint, it set a new trial date for January 2024.

[9] Respondents moved to dismiss this appeal as untimely. In a special term order, this court granted their motion in part and denied it in part. We dismissed the appeal as to the October 14, 2024 amended final judgment as untimely. We concluded that the appeal of the June 24, 2024 judgment was timely because appellants' new-trial motion tolled the time to appeal. This court expressed no opinion on whether appellants' postdecision motion was timely for any other purpose.

entitled to reversal. "Although error may exist, unless the error is prejudicial, no grounds exist for reversal." *Kallio v. Ford Motor Co*., 407 N.W.2d 92, 98 (Minn. 1987). On appeal, appellants merely contend that the district court erred in its timeliness analysis. Appellants do not advance any argument that they are entitled to a new trial or were otherwise prejudiced by the district court's error.

Along with its determination that appellants' new-trial motion was untimely, the district court also determined that the new-trial motion was "unsupported by the record, unsupported by case law, and wholly improper." The district court stated that appellants' motion provided "no legal support" for a new trial and was merely a "critique of the court's prior orders leading up to trial." Because appellants make no argument that they were prejudiced by the district court's error, we conclude that appellants are not entitled to relief on this issue.

Affirmed.