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Minn. Stat. § 480A.08, subd. 3 (2018).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A20-0135**

Dwaine C. Ratfield, et al.,
Appellants,

vs.

South Harbor Township,
Respondent,

Robert Zuckerman, et al.,
Respondents.

**Filed September 14, 2020
Reversed and remanded
Kirk, Judge***

Mille Lacs County District Court
File No. 48-CV-19-1366

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David Meyers, Rinke Noonan, St. Cloud, Minnesota (for respondent South Harbor Township)

Robert T. Ruppe, Michael C. Couri, Couri & Ruppe, P.L.L.P., St. Michael, Minnesota (for respondents Robert Zuckerman and Joby Properties)

Considered and decided by Reyes, Presiding Judge; Frisch, Judge; and Kirk, Judge.

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

UNPUBLISHED OPINION

KIRK, Judge

This is the third appeal arising from the recording of a cartway order in 2006. In 2018, appellant-landowners Dwaine C. Ratfield, et al., filed a complaint against respondent-township and respondent-cartway-petitioners seeking to renew a 2008 damages award order. The district court dismissed the complaint for failure to state a claim upon which relief could be granted. We reverse and remand for renewal of the 2008 judgment.

FACTS

Respondents Stephen, Robert, and Michael Zuckerman and Joby Properties (collectively the Zuckermans) own land at the tip of a peninsula that protrudes into Lake Mille Lacs in South Harbor Township. The Zuckermans have a prescriptive easement granting use of a ten-foot driveway that they have used and continue to use. In 2003, the Zuckermans filed a petition with the township to establish a cartway that would expand the driveway to a width of two rods, or 33 feet, and connect the Zuckermans' land to the sole public road serving the peninsula. The proposed cartway route would traverse several parcels of land, including land owned by the nine appellants in this case. In 2006, the township granted the petition, recorded the cartway, and awarded general damages to the affected landowners.

The affected landowners appealed the township's decision to the district court. In July 2008, the district court affirmed the cartway order but ordered specific damages for eight of the affected landowners. The affected landowners appealed to this court, which

affirmed the cartway order. *Ratfield v. South Harbor Township*, A09-0586, 2010 WL 696114 (Minn. App. Mar. 2, 2010).

The Zuckermans never opened the cartway and never paid the damages awarded in 2008. Nevertheless, in May 2014, seven affected landowners asked the district court administrator to docket the district court's 2008 damages award order as a monetary judgment against the township. The township objected, and the district court rescinded the docketed judgment, reasoning that the 2008 damages award order did not give rise to an enforceable monetary judgment but, rather, set forth the damages owed if the Zuckermans acted on their right to open the cartway.¹

In June 2016, two of the affected landowners, the Ratfields, commenced an independent action against the Zuckermans and the township, in which they sought payment from the Zuckermans for the cartway damages that were awarded in 2008 and argued that the township failed to provide any security or guaranty of payment for the affected landowners. The district court dismissed the action with prejudice, and this court affirmed. *Ratfield v. Zuckerman*, A17-0214, 2017 WL 3863855 (Minn. App. Sept. 5, 2017), *review denied* (Minn. Nov. 28, 2017).

In July 2018, nine of the affected landowners (appellants) initiated an action by complaint against the Zuckermans and the township, seeking to renew the district court's 2008 damages award order under Minnesota Statutes section 541.04 (2018). The defendants moved to dismiss the complaint for failure to state a claim upon which relief

¹ In 2018, another affected landowner attempted to docket a monetary judgment against the township. The district court again rescinded the docketed judgment.

could be granted under rule 12.02(e) of the Minnesota Rules of Civil Procedure. The parties filed cross-motions for summary judgment.

In November 2019, the district court granted the defendants' motion to dismiss, concluding that the 2008 damages award order was not a monetary judgment and that any attempt to argue that a monetary judgment exists is statutorily and procedurally barred by the doctrine of res judicata, the statute of limitations, and the district court's prior orders in 2014 and 2018.

The appellant-landowners appeal.

D E C I S I O N

Appellants, who own burdened land parcels, argue that the district court erred by dismissing their complaint against the Zuckermans and the township for failure to state a claim upon which relief could be granted. Specifically, appellants contend that the district court erred by determining that appellants are not entitled to renew the 2008 damages award order. Appellants argue that denying their request to renew the judgment would result in an unconstitutional taking without compensation.²

Appellants filed a complaint seeking to renew a 2008 order of the district court, which set forth specific damages that the Zuckermans must pay in order to open the

² Indeed, the Zuckermans' attorney stated at oral argument that he believes that the 2008 damages award is void and that his clients are entitled to open the cartway without paying damages. This position conflicts with long-established state and federal constitutional law, which prohibits governmental authorities from condemning private property without providing just compensation to the affected landowners. Minn. Const. art. I, § 13; U.S. Const. amend. V; *Minnesota Sands, LLC v. City of Winona*, 940 N.W.2d 183, 200 (Minn. 2020).

cartway. Minn. Stat. § 164.08, subd. 2(c) (2018). The Zuckermans and the township moved to dismiss, arguing that the complaint failed to state a claim upon which relief could be granted because the 2008 damages award order was not a judgment subject to renewal. The district court agreed, reasoning that this court previously determined that the 2008 damages award order was not a monetary judgment and concluding that any current attempt to collect on that order was therefore barred by the doctrine of res judicata and by the six-year statute of limitations for collections. Minn. Stat. § 541.05, subd. 1(4) (2018). Thus, the district court dismissed the complaint.

On appeal, appellants argue that the district court erred by dismissing the complaint for failure to state a claim. This court reviews de novo “whether a complaint sets forth a legally sufficient claim for relief.” *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 606 (Minn. 2014).

Under Minnesota law, a civil judgment survives for a period of ten years after judgment is entered. Minn. Stat. § 548.09, subd. 1 (2018); *see also Dahlin v. Kroening*, 796 N.W.2d 503, 505 (Minn. 2011). All actions “maintained upon a judgment or decree” must be initiated within ten years after the entry of judgment. Minn. Stat. § 541.04. This ten-year timeline is extended if the judgment is renewed. *Dahlin*, 796 N.W.2d at 505. Although the procedure for renewing a judgment is not specifically prescribed by statute, caselaw permits parties to bring actions for renewal so long as the action is commenced within ten years after entry of the original judgment and complies with all the requirements for commencing an action under the rules of civil procedure. *Shamrock Dev., Inc. v. Smith*,

737 N.W.2d 372, 376 (Minn. App. 2007), *rev'd on other grounds*, 754 N.W.2d 377 (Minn. 2008).

Here, appellants initiated the action to renew the 2008 damages award order by complaint, which was filed with the district court and served on the Zuckermans and the township within ten years of entry of judgment. The township and the Zuckermans do not argue that the complaint was procedurally defective; rather, they contend that the 2008 damages award order is not a judgment subject to renewal.

The rules of civil procedure define “judgment” as “the final determination of the rights of the parties in an action or proceeding.” Minn. R. Civ. P. 54.01. The 2008 damages award order establishes that the Zuckermans may open a cartway that crosses appellants’ land as soon as the Zuckermans pay \$214,437 in specific damages. Because neither party appealed the district court’s calculation of damages, this order remains the district court’s final determination of the rights of the parties as to specific damages. *See Ratfield*, 2010 WL 696114, at *1-2.

During the earlier appeal, we emphasized that the 2008 damages award order is a judgment detailing the damages owed upon opening of the cartway but is not currently enforceable as a monetary judgment because the cartway had not been opened. *See Ratfield*, 2017 WL 3863855, at *4.

This remains true today. The 2008 damages award order is not a monetary judgment, but it *is* a judgment for purposes of determining the rights of the parties. The township order establishing the cartway, which was filed with the county recorder on April 18, 2006, allows the Zuckermans to expand their existing 10-foot access to a width of two

rods (33 feet) upon payment of damages. The district court judgment that appellant-landowners seek to renew establishes the specific damages that must be paid before the cartway can be opened.³

The 2008 damages award order is a judgment subject to renewal under Minnesota Statutes section 541.04. Thus, the district court erred by dismissing the action, and we reverse and remand with instructions to renew the judgment.

Reversed and remanded.

³ During a hearing on May 16, 2014, it is clear from the transcript that the district court and the respondents did not believe that the 2008 judgment was a money judgment. It was acknowledged at that hearing that the damages would only be payable when the cartway was opened. In fact the district court judge seemed to believe that the right to open the cartway existed in perpetuity and could trigger the obligation to pay those damages in the future even without a renewal of the judgment every ten years.