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**STATE OF MINNESOTA
IN COURT OF APPEALS
A16-1255**

Victor Legatt, et al.,
Appellants,

vs.

Dennis Legatt, et al.,
Respondents.

**Filed April 10, 2017
Reversed
Bjorkman, Judge**

Stearns County District Court
File No. 73-CV-12-3629

James L. Noske, Noske Law Firm, St. Cloud, Minnesota (for appellants)

Benjamin B. Bohnsack, Anna K. B. Finstrom, Rinke Noonan, St. Cloud, Minnesota (for respondents)

Considered and decided by Peterson, Presiding Judge; Bjorkman, Judge; and Hooten, Judge.

UNPUBLISHED OPINION

BJORKMAN, Judge

Appellants challenge an enforcement judgment requiring them to remove an underground irrigation system from respondents' land following a previous decision of this

court. Because the district court's initial determination that appellants' easement is perpetual was not challenged during the prior appeal, we reverse.

FACTS

Appellants Victor and Mary Legatt (Victor) and respondents Dennis and Lois Legatt (Dennis) own adjoining farmland in Stearns County. Over the years, the parties have operated under a number of mutually beneficial land-use agreements. One such agreement, signed in March 2005, permitted Dennis to operate a pivot irrigation system over a portion of Victor's land. The lease agreement also granted Victor an easement to bury and maintain irrigation pipes on Dennis's land. The lease agreement explicitly identifies its term as "the crop years of 2004 through the crop year of 2013."

In April 2012, Victor sued Dennis, alleging a number of claims related to their various land-use agreements and business relationship. Dennis interposed an answer and counterclaim in which he claimed to have a perpetual easement to operate the pivot irrigation system over Victor's land. During trial, Dennis acknowledged that Victor had an easement to bury the irrigation pipes on Dennis's land. And he testified that he understood Victor's easement was for an indefinite period of time and that he intended to allow Victor to keep the pipes there after the lease agreement ended. The district court determined that the parties had perpetual easements over the other's land: Dennis to operate the pivot irrigation system over Victor's land and Victor to bury the irrigation pipes on Dennis's land. The district court also found that the easements were reciprocal.

Victor appealed, arguing, among other things, that Dennis's easement ended in 2013, when the lease agreement terminated. Dennis did not challenge the district court's

finding that Victor's easement is perpetual. This court reversed the district court's determination that Dennis had a perpetual easement. We concluded that Dennis's easement was based on the lease agreement. Because the easement was created for a set ten-year term, it is not a perpetual easement. *Legatt v. Legatt*, No. A15-0403, 2015 WL 7693533, at *8-9 (Minn. App. Nov. 30, 2015), *review denied* (Minn. Feb. 24, 2016).

On March 31, 2016, Dennis moved the district court for an order to show cause as to why Victor should not be required to remove the pipes buried on Dennis's land. He argued that this court's determination that his easement expired had the effect of also terminating Victor's easement. Victor opposed the motion. The district court construed the submissions as cross-motions for summary judgment, granted Dennis's motion, and ordered Victor to remove the buried pipes. The district court explained that this court's ruling that Dennis does not have a perpetual easement applies equally to Victor's easement, and concluded "[i]f Dennis's interest in Victor's land ended with the term of the lease, so did Victor's interest in Dennis's land." Victor appeals.

D E C I S I O N

The district court's application of this court's prior decision presents a question of law, which we review de novo. *In re Estate of Eckley*, 780 N.W.2d 407, 410 (Minn. App. 2010). Victor argues that the district court erred by determining that this court's decision in *Legatt* terminated his easement to bury irrigation pipes on Dennis's land. We agree for two reasons.

First, Dennis did not challenge the perpetual nature of Victor's easement in *Legatt*. When an appellate decision "finally conclude[s]" a matter, the district court is without

jurisdiction to consider post-appeal motions for additional relief. *City of Waite Park v. Minn. Office of Admin. Hearings*, 758 N.W.2d 347, 351 (Minn. App. 2008), *review denied* (Minn. Feb. 25, 2009). If finality cannot be accomplished on appeal, the appellate court generally indicates so by remanding the matter to the district court for further proceedings. *Mattson v. Underwriters at Lloyds of London*, 414 N.W.2d 717, 720 (Minn. 1987). But when an appellate court proceeds on the representations of the parties and is “unaware that anything remain[s] to be litigated” and the parties do not request a remand, the appellate decision finally concludes the matter. *City of Waite Park*, 758 N.W.2d at 354 (quotation omitted).

We are not persuaded by Dennis’s contention that he is entitled to challenge the duration of Victor’s easement because Victor did not contest the district court’s finding that the parties’ easements were reciprocal in *Legatt*. To the contrary, Victor argued to this court that Dennis’s easement terminated with the lease agreement but that his own easement was perpetual. This court’s decision in *Legatt* did not disturb the unchallenged finding that Victor’s easement is perpetual. And because this court was unaware that anything remained to be litigated and did not remand the case, the decision finally concluded the matter of Victor’s easement. *Id.* Accordingly, the district court lacked jurisdiction to consider Dennis’s post-appeal challenge to Victor’s easement. *Id.* at 351.

Second, the evidence does not support Dennis’s contention that Victor’s easement terminated with the lease agreement. Dennis acknowledged that Victor had an easement to bury the pipes on his land and never disputed the easement’s duration. At trial, Dennis testified that he intended to allow Victor to keep the pipes buried on his land even after the

lease agreement expired. When asked if he understood the pipes would remain there indefinitely, he answered “I had given consideration of it, yes.” And his proposed findings of fact, which the district court adopted, explicitly stated that “Victor has no intention of removing the pipes.”

Because the record indicates the perpetual nature of Victor’s easement was never disputed, the district court erred in determining that this court’s reasoning with respect to Dennis’s easement applies equally to Victor’s easement. In rejecting the district court’s conclusion that Dennis had acquired an easement by estoppel, this court focused on whether Victor had represented to Dennis that he intended the pivot agreement to last longer than the lease agreement’s ten-year term. *Legatt*, 2015 WL 7693533 at *9. Because the record showed Victor had never made such a representation, we concluded that Dennis’s easement terminated with the lease agreement. *Id.* Dennis did not challenge the perpetual nature of Victor’s easement, and his testimony and proposed findings indicate he had contemplated that Victor’s easement would continue after the lease term ended. On this record, we conclude the district court erred in reconsidering the duration of Victor’s easement and in ordering Victor to remove the irrigation pipes from Dennis’s land.

Reversed.