STATE OF MINNESOTA
IN COURT OF APPEALS
A19-0749
A19-1585

Isanti Pines Tree Farm LLC,
Appellant (A19-0749), Plaintiff (A19-1585),

Nathan Meinhardt,
Plaintiff (A19-0749), Appellant (A19-1585),

vs.

Arthur Swanson, et al.,
Respondents.

Filed March 16, 2020
Affirmed
Reilly, Judge

Isanti County District Court
File No. 30-CV-16-209

Steven E. Uhr, Law Office of Steven E. Uhr, PLLC, Bloomington, Minnesota (for appellant Isanti Pines Tree Farm LLC)

Nathan Meinhardt, Coon Rapids, Minnesota (pro se appellant)

Katherine L. Wahlberg, Thomas B. Olson, Olson, Lucas, Redford & Wahlberg, P.A., Edina, Minnesota (for respondents)

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

U N P U B L I S H E D O P I N I O N

REILLY, Judge

After a court trial, these consolidated appeals bring this easement dispute before this court for a third time. Appellant servient-estate owner argues that the district court erred in denying its three summary judgment motions, erred by reforming the deed to reflect an easement, and abused its discretion by sanctioning it in regards to a discovery dispute. Appellant servient-estate owner also argues that it should be allowed an opportunity to prove damages on its breach of the covenant of quiet enjoyment claim. Appellant principal of servient-estate owner argues that the district court erred in ruling that he is jointly and severally liable for costs and disbursements and erred in ruling on costs and disbursements without a hearing. Because the district court did not abuse its discretion or otherwise err, we affirm.

FACTS

Prior to 1997, John and Diane Vande Waa owned two parcels of land in Isanti County. The Vande Waas sold the eastern portion of the property (the Isanti Pines property) to respondents Arthur and Julie Swanson by contract for deed in July of 1997. The contract for deed created a non-exclusive easement for ingress and egress "under and across the North 66 feet of the . . . parcel." The contract for deed was recorded in the Isanti County Recorder's Office on August 1, 1997. The Vande Waas retained the western parcel of land that was benefited by the non-exclusive easement (the Vande Waa property).

In the fall of 1998, appellant Nathan Meinhardt, principal of LSM Construction Inc. (LSM), began negotiating with the Swansons to buy the Isanti Pines property. Arthur

Swanson informed Meinhardt that he believed the Isanti Pines property was burdened by an easement, which Meinhardt confirmed in a trip to the Isanti County Recorder's Office. Meinhardt informed the Swansons he did not want to buy the Isanti Pines property if it had an easement. Meinhardt contacted the Vande Waas to discuss purchasing the Vande Waa property that was benefited by the easement, and the parties verbally agreed that Meinhardt would purchase the Vande Waa property by contract for deed, but not until 1999. After this discussion, Meinhardt, on behalf of LSM, made an offer to the Swansons to purchase the Isanti Pines property. While Meinhardt dictated, his wife filled out the purchase agreement which included a legal description of the Isanti Pines property, but did not include the non-exclusive easement. The Swansons transferred the Isanti Pines property to LSM by warranty deed dated October 28, 1998 and recorded on October 30, 1998. The warranty deed, like the purchase agreement, included a legal description of the property but excluded any reference to the easement.

Meinhardt discussed purchasing the Vande Waa property with the Vande Waas twice in 1999, but was unable to reach an agreement to purchase the property. In 2006 and 2012, Meinhardt again made offers to purchase the benefited property, but neither offer was accepted by the Vande Waas. In 2012, Charles and Judith Smida purchased the Vande Waa property pursuant to a contract for deed that included a description of the easement.

In March 2016, appellant Isanti Pines LLC (Isanti Pines), of which Nathan Meinhardt is the principal, sued the Swansons, alleging breach of the covenant of quiet

enjoyment.[1] Isanti Pines moved for summary judgment. The Swansons brought a cross-motion for summary judgment. The district court granted summary judgment in favor of the Swansons, finding that the quiet-enjoyment claim was time-barred. Isanti Pines appealed and this court reversed and remanded to the district court. *See Isanti Pines Tree Farm, LLC vs. Swanson*, No. A16-1721, 2017 WL 1436094, at *1 (Minn. App. Apr. 24, 2017) (reversing and remanding in light of the conclusion that Isanti Pines' quiet-enjoyment claim not barred by the statute of limitations, res judicata or collateral estoppel).[2]

Following remand, the district court issued an order denying Isanti Pines' motion for summary judgment. The district court held a trial on the matter and issued its findings of fact, conclusions of law, and order for judgment. The district court dismissed Isanti Pines' complaint with prejudice and ordered that the warranty deed be reformed to include the easement. The district court found Meinhardt jointly and severally liable with Isanti Pines for costs and disbursements. The Swansons filed a notice of application for costs and disbursements, and Isanti Pines objected. Isanti Pines and Meinhardt subsequently appealed to the district court the taxation of costs and disbursements. The district court denied the appeal and awarded the Swansons costs and disbursements. These consolidated appeals follow.

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[1] Isanti Pines is successor in interest to LSM and both LSM and Nathan Meinhardt assigned their rights to sue to Isanti Pines.

[2] Two earlier appeals followed summary-judgment rulings: *Smida v Isanti Pines Tree Farm, LLC*, No. A15-0437, 2015 WL 7693536, at *1 (Minn. App. Nov. 30, 2015), *review denied* (Minn. Feb. 24, 2016), and *Isanti Pines Tree Farm, LLC*, 2017 WL 1436094, at *1.

D E C I S I O N

I. Summary Judgment

"A motion for summary judgment shall be granted when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that either party is entitled to a judgment as a matter of law." *Fabio v. Bellomo*, 504 N.W.2d 758, 761 (Minn. 1993) (citing Minn. R. Civ. P. 56.03). However, "[w]here a trial has been held and the parties have been given a full and fair opportunity to litigate their claims, it makes no sense whatever to reverse a judgment on the verdict where the trial evidence was sufficient merely because at summary judgment it was not." *Bahr v. Boise Cascade Corp.*, 766 N.W.2d 910, 918 (Minn. 2009). The same rule applies to a court trial. *See City of North Oaks v. Sarpal*, 784 N.W.2d 857, 861 (Minn. App. 2010) (concluding that it is immaterial whether the fact-finder is a judge or jury in this context), *rev'd on other grounds*, 797 N.W.2d 18 (Minn. 2011). Accordingly, the denial of a motion for summary judgment based on genuine issues of material fact is outside the scope of this court's review when a trial has been held and the parties have been given a full and fair opportunity to litigate their claims. *Id.*

Isanti Pines argues that the district court erred when it denied its three motions for summary judgment. In each of its motions, Isanti Pines appears to argue that there were no genuine issues of material fact regarding its breach of the covenant of quiet enjoyment claim. The district court, finding that genuine issues of material fact existed with respect to the quiet-enjoyment claim, denied all three motions for summary judgment and set the matter on for trial. Following a court trial, the district court determined that Isanti Pines

did not prove its claim for breach of the covenant of quiet enjoyment by clear and convincing evidence and dismissed Isanti Pines' complaint with prejudice. Isanti Pines was given a full and fair opportunity to litigate its claim at trial following the district court's denial of its motions for summary judgment. As such, the district court's denial of Isanti Pines' three motions for summary judgment is outside the scope of our review.

II. Reformation of Deed

"[R]eformation of a written agreement is available when parties reached an agreement, attempted to reduce it to writing, but failed to express [the agreement] correctly in the writing." *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 779 N.W.2d 865, 870 (Minn. App. 2010), *aff'd*, 795 N.W.2d 855 (Minn. 2011). Using its equitable powers, a district court may reform a written instrument, including a deed, when it is proved:

> (1) there was a valid agreement between the parties expressing their real intentions; (2) the written instrument allegedly evidencing the agreement failed to express the real intentions of the parties; and (3) this failure was due to a mutual mistake of the parties, or a unilateral mistake accompanied by fraud or inequitable conduct by the other party.

Theros v. Phillips, 256 N.W.2d 852, 857 (Minn. 1977). "The evidence supporting reformation of a written instrument, including a deed, must be consistent, clear, unequivocal, and convincing." *Id*. "The proponent of reformation must demonstrate not only that a mistake was made, but must also submit clear proof of the actual agreement between the parties." *In re Estate of Savich*, 671 N.W.2d 746, 751 (Minn. App. 2003) (citation omitted). On appeal, the evidence will be viewed in the light most favorable to

the prevailing party, and this court will not overturn a district court's factual findings unless clearly erroneous. *Theisen's, Inc. v. Red Owl Stores, Inc*., 243 N.W.2d 145, 149 (Minn. 1976). Generally though, "on appeal from a judgment where there has been no motion for a new trial the only questions for review are whether the evidence sustains the findings of fact and whether such findings sustain the conclusions of law and the judgment." *Gruenhagen v. Larson*, 246 N.W.2d 565, 569 (Minn. 1976). But, a motion for a new trial is "not a prerequisite for appellate review of substantive questions of law when a genuine issue of law is properly raised and considered at the district court level." *Alpha Real Estate Co. of Rochester v. Delta Dental Plan of Minn.*, 664 N.W.2d 303, 311 (Minn. 2003).

Isanti Pines challenges the district court's findings regarding elements one and three under the reformation analysis. Because Isanti Pines filed and subsequently withdrew its motion for a new trial, we only consider whether the evidence received at trial sustains the findings of fact and whether those findings sustain the conclusions of law and judgment. Isanti Pines also argues that the district court erred in reforming the deed because LSM was not a party to the lawsuit and is not in privity with Isanti Pines, and because there is a valid integration clause. Because these are substantive issues of law raised by Isanti Pines and considered by the district court, we review them de novo. *Id*.

a. Valid agreement

In order to reform a deed, a valid agreement between the parties that expresses their real intentions must have existed. *Theros*, 256 N.W.2d at 857. Isanti Pines argues that "[t]he record is devoid of evidence that LSM agreed with the Swansons, in writing or orally, to purchase the Property with an easement." To support its argument, Isanti Pines

points to deposition testimony from Arthur Swanson—which was not introduced at trial—which it contends shows there was no oral agreement regarding the property.

The district court found that "[Isanti Pines] offered to purchase the Isanti Pines Parcel with the non-exclusive easement burdening the property and [the Swansons] agreed to sell the Isanti Pines Property with the easement attached." The district court concluded that a valid agreement existed between the parties and it expressed their real intentions. The district court based this conclusion on the following facts: (1) "[the Swansons] told [Isanti Pines] the easement existed and that to remove it negotiations with [the Vande Waas] were required"; (2) Meinhardt then negotiated a verbal agreement to purchase the Vande Waa property benefited by the easement and believed the purchase would occur in the year following the purchase of the Isanti Pines parcel; and (3) the Swansons and Isanti Pines completed their real estate transaction for the Isanti Pines property based on that agreement. The evidence in the record sustains the district court's findings, which support its conclusions of law.

b. Written instrument failed to express intentions of the parties

Next, to support reformation of a deed, the evidence must show that the written instrument failed to express the real intentions of the parties. *Id.*

Isanti Pines does not appear to argue that this element is unsatisfied. Nonetheless, Isanti Pines contends that LSM contracted with the Swansons to purchase the property unburdened by the easement and maintains that the warranty deed correctly expressed the intentions of the parties not to include the easement. Notably, there is no evidence in the record suggesting that the parties negotiated or even discussed a sale or purchase of the

property unburdened by the easement. The district court found that the warranty deed did not include a description of the easement benefitting the Vande Waa property and, as a result, the written instrument failed to express the real intentions of the parties. Isanti Pines does not dispute this, and the record sustains this finding.

c. Mistake

Finally, to support reformation of a deed, the written instrument of the agreement must have failed to express the real intentions of the parties and the failure must have been due to a mutual mistake of the parties, or a unilateral mistake accompanied by fraud or inequitable conduct by the other party. *Id.* Isanti Pines argues that the "undisputed evidence is that neither party made a mistake as to the terms of the sale/purchase agreement." To support this argument, Isanti Pines again points to the Swansons' deposition testimony—transcripts of which were not introduced at trial—in which both Arthur Swanson and Julie Swanson testified that no mistake had been made regarding the purchase agreement for the property.

"In order to have mutual mistake, it is necessary that both parties agree as to the content of the document, but that somehow, through the drafter's error or otherwise, the document does not reflect that agreement." *Kleis v. Johnson*, 354 N.W.2d 609, 612 (Minn. App. 1984). Regarding the Swanson's mistake, the district court found that the Swansons did not think they made a mistake because they believed that the fact that the easement was recorded in the Isanti County Recorder's Office, and the warranty deed included the

language "together with all hereditaments and appurtenances belonging thereto,"[3] meant that the warranty deed to Isanti Pines included the easement.[4] The district court's findings are sustained by the record before us.

Regarding Isanti Pines' mistake, the district court found that Meinhardt failed to include the easement in the purchase agreement because either Meinhardt did not know the easement needed to be included in the purchase agreement and warranty deed, or Meinhardt believed it didn't matter if the easement was included because he was going to purchase the Vande Waa property, extinguishing the easement. The district court's finding that Meinhardt did not include the easement in the purchase agreement because he believed it would be extinguished once he purchased the benefited property owned by the Vande Waas is sustained by the evidence.[5]

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[3] Isanti Pines argues that the "hereditaments and appurtenances" language is immaterial. However, the district court did not consider or decide whether this language was material. Rather, the district court considered, based on the Swansons' testimony, the effect this language had on their understanding of the contents of the warranty deed. In doing so, the district court concluded that the Swansons made a mistake, justifying reformation of the deed. The materiality of this language was irrelevant to the district court's findings and legal conclusions. Moreover, Isanti Pines fails to articulate how the materiality of this language impacts the district court's conclusions.

[4] Isanti Pines appears to argue that the district court should have considered Julie Swanson's experience as a real estate agent when considering whether the parties made a mistake. Isanti Pines cites no legal authority, and we are not aware of any legal authority that requires that the district court to make such a consideration. Moreover, the district court did consider Julie Swanson's real estate experience and determined that her lack of experience at the time of the real estate transaction weighed in favor of a finding of mistake. Isanti Pines does not challenge any of the district court's findings on this issue.

[5] The district court noted that Meinhardt testified that he knew about the easement but purposefully left the easement out of the purchase agreement so the Swansons would have to extinguish the easement or would be forced to defend him. However, the district court did not find this testimony credible.

Alternatively, the district court concluded that even if the mistake was unilateral, the Swansons would still be entitled to reformation of the deed because Isanti Pines, through its principal Meinhardt, acted in bad faith. Specifically, the district court found that Meinhardt knew the easement existed and that it would still exist following the purchase of the property. Isanti Pines contends that Meinhardt, as its principal, did not engage in bad faith or misconduct because it was reasonable for Meinhardt to "contract to purchase the property unburdened by an easement." Isanti Pines does not support this argument with any legal authority or citations to the record. And, the record does not support Isanti Pines' contention that the parties agreed Isansti Pines was purchasing the Isanti Pines property unburdened by the easement. Moreover, Isanti Pines does not dispute any of the district court's factual findings on this issue and the record sustains the district court's findings.

d. Privity

Isanti Pines argues generally that the district court cannot reform the purchase agreement because LSM is not a party to this lawsuit. "One who is not a party or not in privity with a party to an agreement cannot be bound by it." *Norwest Bank Minnesota, N.A. v. Ode*, 615 N.W.2d 91, 95 (Minn. App. 2000) (citation omitted), *review denied* (Minn. Oct. 17, 2000). "Reformation is generally allowed against the original parties to an instrument and those in privity with the original parties." *Manderfeld v. Krovitz*, 539 N.W.2d 802, 805 (Minn. App. 1995), *review denied* (Minn. Jan. 25, 1996). Privity is "the name for a legal relation arising from right and obligation." *Northwest Bank Minnesota, N.A.*, 615 N.W.2d at 95 (citation omitted).

Here, the district court determined that "[Isanti Pines] and Meinhardt are parties in privity with LSM Construction," because "LSM Construction was the original purchaser, Plaintiff Isanti Pines was assigned the right to sue by LSM Construction and Nathan Meinhardt, along with his wife, are principals in both businesses." Isanti Pines seems to take issue primarily with the district court's finding that LSM and Isanti Pines are in privity. However, Isanti Pines offers no legal authority to support its contention that LSM and Isanti Pines are not parties in privity nor does it cite to any facts in the record. Accordingly, Isanti Pines has not met its burden of proving that the district court erred in concluding that LSM and Isanti Pines are in privity. *See Waters v. Fiebelkorn*, 13 N.W.2d 461, 464-65 (Minn. 1944) ("[O]n appeal error is never presumed. It must be made [to] appear affirmatively before there can be reversal . . . [and] the burden of showing error rests upon the one who relies upon it."). Isanti Pines' argument fails.

e. Integration clause

Isanti Pines argues that reformation of the deed is not appropriate because the purchase agreement contains a valid integration clause, which precludes the court from considering parol evidence, or interpreting or modifying the written agreement. We construe Isanti Pines' argument as a challenge to the district court's consideration of and reliance on parol evidence regarding the Swansons' reformation claim.

While the parol evidence rule generally "prohibits the consideration of prior or contemporaneous utterances or writings other than the written instrument itself when determining the terms of the parties' agreement," parol evidence is admissible "to prove a mutual mistake of fact and to show how the instrument should be corrected to reflect the

actual intent of the parties thereto." *Johnson v. Johnson*, 379 N.W.2d 215, 219 (Minn. App. 1985) (citation omitted). Here, the district court considered reforming the warranty deed in light of a mutual mistake of fact and considered parol evidence to determine how to correct the instrument to reflect the actual intent of the parties. As such, to the extent that Isanti Pines points to the integration clause to assert that the district court erroneously relied on parol evidence, its argument fails.

We conclude that the district court's findings regarding reformation elements one and three are sustained by evidence in the record and the findings sustain the district court's conclusions of law and judgment. And, because Isanti Pines' privity and integration clause arguments fail, we conclude the district court did not err when it reformed the warranty deed to include the easement.[6]

III. Attorney Fees

Isanti Pines argues that the district court abused its discretion in sanctioning it for opposing the Swansons' notice to inspect the property because the "Swansons were seeking to conduct discovery after the deadline in the scheduling order" and therefore it "was reasonable for plaintiff to oppose the motion to compel." Pursuant to Minn. R. Civ. P. 37.01(b)(2)(D), a party may move for an order compelling an inspection if a party fails to

[6] Isanti Pines requests that this court remand to allow it an opportunity to prove damages if the judgment on its claim of liability for breach of the covenant of quiet enjoyment is reversed. We note that Isanti Pines had an opportunity to prove damages at the trial and the district court concluded that Isanti Pines was not entitled to damages because its calculations of those damages "have no basis in law." Additionally, because we do not reverse the district court's judgment on liability given the reformation of the deed, we need not remand to allow Isanti Pines another opportunity to prove damages.

respond that an inspection will be permitted or fails to permit inspection. If the motion is granted, the court shall "require the party or deponent whose conduct necessitated the motion or the party or attorney advising such conduct or both of them to pay to the moving party the reasonable expenses incurred in making the motion, including attorney fees." Minn. R. Civ. P. 37.01(d)(1). "On review, [appellate courts] will not reverse a [district] court's award or denial of attorney fees absent an abuse of discretion." *Becker v. Alloy Hardfacing & Eng'g Co.*, 401 N.W.2d 655, 661 (Minn. 1987).

The scheduling order issued by the district court provided that all discovery must be completed on or before February 20, 2018. On June 7, 2017, the Swansons served a request to permit entry onto Isanti Pines' land within thirty days of the date of service. Isanti Pines refused to permit inspection. The same request was made by the Swansons on January 12, 2018, and Isanti Pines again refused to permit inspection. The Swansons attempted to schedule a rule 37 phone call with Isanti Pines, but Isanti Pines refused to participate in the phone call.

On March 2, 2018, the Swansons filed a motion to compel inspection of real property, seeking an order from the district court commanding Isanti Pines to allow the Swansons to inspect the property, including the easement area within the two-week period before commencement of trial on May 15, 2018. On July 2, 2018, after a motion hearing, the district court ordered Isanti Pines to pay the Swansons $1,000 in attorney fees incurred in bringing a motion to compel discovery. The district court noted that "[Isanti Pines], by and through Mr. Meinhardt, is playing games and extending the length of time it is taking

this matter to proceed to trial . . . by preventing [the Swansons] from inspecting the property."

Contrary to Isanti Pines' assertion that the "Swansons were seeking to conduct discovery after the deadline in the scheduling order" the Swansons attempted, on at least three occasions, to complete the property inspection within the scheduling order timeline. However, Meinhardt, on behalf of Isanti Pines, delayed the inspection by refusing to allow it. On the record before us, we conclude that the district court did not abuse its discretion in awarding the Swansons the cost of attorney fees incurred in bringing the motion to compel.

IV. Joint and Several Liability for Costs and Disbursements

Appellant Meinhardt appears to challenge the district court's determination that he is jointly and severally liable for costs and disbursements on two grounds: first, Meinhardt argues that the district court erroneously found him jointly and severally liable for costs and disbursements in its March 13, 2019, judgment. Second, Meinhardt argues that the district court erred when it determined it does not have "jurisdiction to correct the judgment [of liability] against [him]" pursuant to Minn. R. Civ. App. P. 108.01, subd. 2.

Meinhardt's arguments are barred by this court's September 10, 2019, order, which dismissed Meinhardt's appeal of the March 13, 2019, judgment as untimely, limited Meinhardt's future appeal, if any, to the issue of costs and disbursements, and precluded Meinhardt from challenging the merits of the March 13, 2019, judgment. The merits of that judgment included a determination that Meinhardt was jointly and severally liable for costs and disbursements. As such, to the extent Meinhardt is now challenging the district

court's finding that Meinhardt is jointly and severally liable for costs and disbursements, Meinhardt's argument fails because he is barred from raising it by this court's previous order.

Second, we need not determine whether the district court erroneously determined that it lacked jurisdiction to modify the March 13, 2019, judgment, in which it found Meinhardt jointly and severally liable with Isanti Pines for attorney fees, costs and disbursements because, as noted previously, Meinhardt is precluded by this court's September 10, 2019, order from challenging the merits of that judgment. Even if this court agreed that the district court erroneously concluded that it did not have jurisdiction to remove Meinhardt as a judgment debtor, the only relief Meinhardt appears to be requesting is to be removed as a judgment debtor. As such, we decline to consider this argument.

V. Hearing on Costs and Disbursements

Meinhardt argues that the district court erred when it failed to hold a hearing on the issue of costs and disbursements and asks this court to remand the case for a hearing on costs. "Costs and disbursements shall be allowed as provided by law." Minn. R. Civ. P. 54.04(a). Minn. R. Civ. P. 54.04 does not, "[o]n its face . . . require the [district] court to conduct a hearing to determine the reasonableness of the alleged costs." *Buller v. A.O. Smith Harvestore Prods., Inc.*, 518 N.W.2d 537, 543 (Minn. 1994). Where the district court's "method of handling the determination of costs and disbursements conform[s] to the express requirements of Minn. R. Civ. P. 54.04," and the district court makes "detailed findings of fact regarding each of [the] claimed costs," the district court is not required to conduct an evidentiary hearing. *Id.*

Here, the Swansons filed a notice and application for taxation and costs and disbursements with an affidavit. Isanti Pines subsequently filed an objection. The court administrator then served notice of entry and docketing of amended judgment to include taxable costs and disbursements in the amount of $5,435.05. On the same day, Isanti Pines and Meinhardt jointly filed a notice of appeal of the taxation of costs and disbursements. The district court's method of handling the determination of costs and disbursements conformed to the express requirements of Minn. R. Civ. P. 54.04.

In its order, the district court listed the costs and disbursements requested by the Swansons, which totaled $5,435.05. The district court then responded to each of Isanti Pines and Meinhardt's objections to the claimed costs and disbursements. With the exception of the claim for court filing fees, Isanti Pines and Meinhardt did not appear to dispute any of the claimed costs incurred. Rather, their objections focused on whether the Swansons could claim the costs at all. Whether the Swansons could make certain claims for costs and disbursements are legal issues that a hearing would not help resolve. Moreover, the district court responded to each of these objections in some detail in its order and provided its reasoning, supported by legal authority when necessary, for awarding each objected-to cost.

Further, the district court did not award all of the Swansons' claimed costs. Rather, it reduced costs when necessary and declined to include the requested attorney fees in the award for costs and disbursements. Regarding the court filing fees, the district court noted that Isanti Pines objected to the Swansons' claim for court filing fees and explained that it reviewed MNCIS and determined that there was a $5.00 discrepancy in the amount claimed

and the amount shown on MNCIS. The district court determined that MNCIS provided the most accurate information and reduced the claimed amount by $5.00.

Additionally, the district court rejected the Swansons' claim for attorney fees. Finding that the Swansons failed to cite any caselaw or statutes that allow for the taxation of attorney fees, the district court declined to include the requested attorney fees in the award for costs and disbursements. The district court awarded the Swansons $3,430.05 in costs and disbursements. The district court made detailed findings regarding the costs and disbursements in response to Isanti Pines and Nathan Meinhardt's objections.

Because the district court followed the proper method under Minn. R. Civ. P. 54.04 and made detailed findings, we decline to remand for a hearing on costs and disbursements.

Affirmed.