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**STATE OF MINNESOTA
IN COURT OF APPEALS
A07-1211**

Mark E. Meysembourg,
Appellant,
vs.

Claire H. Press, f/k/a Claire H. Meysembourg,
Respondent.

**Filed June 3, 2008
Affirmed
Stoneburner, Judge**

Washington County District Court
File No. F9912661

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appellant)

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Considered and decided by Lansing, Presiding Judge; Stoneburner, Judge; and
Worke, Judge.

UNPUBLISHED OPINION

STONEBURNER, Judge

Appellant challenges the district court's enforcement of a stipulated dissolution
decree, arguing that the district court misinterpreted the decree, failed to account for his
nonmarital interest in rental property sold after the decree was entered, and failed to give
him credit for funds respondent received from the post-decree sale of other property

awarded to husband in the decree. Because the district court did not err in its interpretation of the decree, and because appellant failed to establish his nonmarital claim in proceeds from the sale of the rental property or the existence of an agreement that the funds respondent received from the sale of appellant's other property would be deducted from her interest in the rental property, we affirm.

FACTS

The 1991 stipulated dissolution decree of appellant Mark E. Meysembourg (husband) and respondent Claire H. Press, f/k/a Claire H. Meysembourg (wife) identified marital rental property owned by the parties valued at \$45,000 with a mortgage balance of \$2,300. This property was awarded to husband, but the decree provided that the property was to "be sold no later than July 31, 2003," whereupon each of the parties' three children would "receive one-third of the first \$25,000 of the net proceeds, and the parties each one half of any amount over that amount." The decree also awarded husband various items of personal property. Included in that list is the "former joint home at the Portland address" (Portland Avenue property). The Portland Avenue property is not identified in the decree as real property owned or lived in by either of the parties.

Husband asserts that after the dissolution was final, wife continued to live in the Portland Avenue property with the parties' three children for two or three years, and that by "mutual agreement" the property was sold and wife used the proceeds to obtain another home. Husband asserts that wife received approximately \$14,200 from the sale of the Portland Avenue property and that husband intended, and wife understood, that this amount would be a set-off against her interest in the proceeds of the rental property.

There is no documentation in the record regarding the sale or any agreement concerning proceeds from the sale of the Portland Avenue property. Wife's affidavit states only that "[t]he sale of the [Portland Avenue property] . . . was done well after the divorce was final and was not part of the decree."

Husband sold the rental property in October 2003 for \$149,900. The district court found, and husband does not dispute, that "[a]fter satisfying certain sale costs, closing costs, and a second mortgage, [husband] received [net proceeds] in the amount of \$112,931." Husband divided \$25,000 of the proceeds among the parties' (now adult) children, as provided in the decree, but failed to share any of the proceeds with wife. Wife learned of the sale and moved for an order requiring husband to comply with the terms of the decree by giving her one-half of the remaining net proceeds from the sale after the children's interest was deducted (approximately \$43,966). Husband argued that wife's claim should be limited to one-half of the remainder of the marital equity in the rental property at the time of the dissolution, minus the children's \$25,000 interest (\$8,850). He also argued that he should be credited for improvements that he made to the property after the dissolution was final and for money wife received from the sale of the Portland Avenue property. At the hearing on wife's motion, the district court asked if husband had any evidence of his claimed capital contributions to the rental property; none was identified or provided.

The district court found that the provision for division of net proceeds from the rental property is not ambiguous, and that the term "net proceeds," as used in the decree, "is generally understood to mean the sale price, minus any sale costs and satisfaction of

encumbrances.” The district court also found that the provision that the parties would each receive one-half of “any amount” of the net proceeds that exceeded the \$25,000 awarded to the children refers to “some future, as yet undetermined figure” and not to one-half of the then-known equity in the property. The district court’s order, without addressing husband’s claim to post-dissolution investment in the property or a set-off from the sale of the Portland Avenue property, awarded wife \$43,966 plus interest from the date of the sale. This appeal followed.

D E C I S I O N

“The [district] court may not modify a division of property after the original judgment has been entered and the time for appeal has expired.” *Erickson v. Erickson*, 452 N.W.2d 253, 255 (Minn. App. 1990). The district court may, however, “issue appropriate orders implementing or enforcing specific provisions of the dissolution decree.” *Id.* A decree based on a stipulated agreement is treated as a binding contract. *Shirk v. Shirk*, 561 N.W.2d 519, 521 (Minn. 1997). When interpreting contracts, “[t]he general rule . . . is that where the language employed by the parties is plain and unambiguous there is no room for construction.” *Starr v. Starr*, 312 Minn. 561, 562-63, 251 N.W.2d 341, 342 (1977). Thus “contract [language] is to be given its plain and ordinary meaning.” *Turner v. Alpha Phi Sorority House*, 276 N.W.2d 63, 67 (Minn. 1979). “A decree is unambiguous if its meaning may be determined without any guide other than knowledge of the facts on which the language depends for meaning.” *Erickson v. Erickson*, 449 N.W.2d 173, 178 (Minn. 1989).

Husband first argues that the district court erred by failing to consider and account for his nonmarital post-dissolution contributions to the value of the rental property. Husband relies on Minn. Stat. § 518.58 (2006), which provides for the division of marital and nonmarital property, to argue that once the rental property was awarded to him, it became nonmarital property, and thus the provision for the distribution of net proceeds only required him to remit to wife her marital interest in the property. We disagree. The unambiguous language of the decree awards wife an interest in the value of the property, whether that value increased or decreased after the dissolution was final, at the time it is sold. This result is what the parties stipulated to, and the decree adopting their stipulation is enforceable. “It is well settled that in a stipulation, parties are free to bind themselves to obligations that a [district] court could not impose.” *Gatfield v. Gatfield*, 682 N.W.2d 632, 637 (Minn. App. 2004), *review denied* (Minn. Sept. 29, 2004). We find no merit in husband’s interpretation of the provision.¹

Husband next argues that the district court erred by failing to address his claim that wife agreed to set-off the funds she received from the sale of the Portland Avenue property against her claim to proceeds from the sale of the rental property. But husband failed to produce any evidence that wife actually made such an agreement or any evidence of wife’s receipt of proceeds from that sale. Absent such evidence, we conclude that the district court did not err or abuse its discretion in declining to address husband’s set-off claim in its ruling. *See Eisenschenk v. Eisenschenk*, 668 N.W.2d 235, 243 (Minn.

¹ The record reflects that the district court was willing to consider husband’s post-dissolution contributions to the increased value of the rental property, but the lack of documentation of any contributions precluded such consideration.

App. 2003) (stating that “[o]n appeal, a party cannot complain about a district court’s failure to rule in her favor when one of the reasons it did not do so is because that party failed to provide the district court with the evidence that would allow the district court to fully address the question”), *review denied* (Minn. Nov. 25, 2003); *cf. Farrar v. Farrar*, 383 N.W.2d 436, 440 (Minn. App. 1986) (stating that “[a district] court is not required to make findings where the interested party fails to meet his burden to produce evidence on the issue”), *review denied* (Minn. May 22, 1986).

Affirmed.