IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COMPLETE TITLE OF CASE

CASS COUNTY, MISSOURI,

Respondent,

v.

CITY OF LEE'S SUMMIT, MISSOURI,

Appellant.

DOCKET NUMBER WD84333

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

DATE: November 30, 2021

APPEAL FROM

The Circuit Court of Cass County, Missouri
The Honorable William B. Collins, Judge

JUDGES

Division Two: Pfeiffer, P.J., and Mitchell and Gabbert, JJ. CONCURRING.

ATTORNEYS

Jeffery T. McPherson, St. Louis, MO, and Tyson H. Ketchum and Kevin W. Prewitt, Kansas City, MO, Attorneys for Respondent.

Zachary T. Cartwright, Kansas City, MO, and Brian W. Head, City Attorney, Lee's Summit, MO, Attorneys for Appellant.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

CASS COUNTY, MISSOURI, Respondent,
v.
CITY OF LEE'S SUMMIT, MISSOURI, Appellant.

WD84333 **Cass County**

Before Division Two Judges: Mark D. Pfeiffer, Presiding Judge, and Karen King Mitchell and Anthony Rex Gabbert, Judges

The City of Lee's Summit, Missouri, appeals the order granting summary judgment to Cass County, Missouri, declaring that County does not own and is not responsible for repairing or replacing the bridge over Raintree Lake Dam. On appeal, City claims that the court erred in granting County's motion because (1) the ruling is based on a quitclaim deed that is void as against both public policy and the Missouri Constitution to the extent the deed conveyed the bridge from County to City; and (2) there are genuine issues of material fact relating to offer and acceptance of the bridge. Finding no error, we affirm.

AFFIRMED.

Division Two holds:

1. Final judgments are appealable under § 512.020(5), RSMo. A final judgment is one that (1) fully resolves at least one claim in a lawsuit and establishes all the rights and liabilities of the parties with respect to that claim; and (2) disposes of all claims (or the last claim) in a lawsuit or is certified for immediate appeal under Rule 74.01(b).

2. A judgment can be certified under Rule 74.01(b) only if the judgment disposes of a judicial unit of claims, meaning that the judgment disposes of all claims by or against at least one party or one or more claims that are sufficiently distinct from the claims that remain pending.

3. The motion court's order granting summary judgment to County meets the first criterion because the judgment fully resolved County's claim for declaratory judgment and the derivative counterclaims. With respect to the second criterion, the judgment was eligible to be certified for immediate appeal because the order disposed of all claims by and against County. Thus, the order is appealable.

4. Appellate review of an order granting summary judgment is *de novo*, and summary judgment is proper only where the moving party establishes that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. We will affirm the

award of summary judgment on any ground supported by the record, whether relied upon by the motion court or not.

5. A quitclaim deed transfers all of the grantor's interest in the subject property. The grantor's intent is determined by the deed's language unless an ambiguity exists. Extrinsic evidence is considered only where the language of the deed is ambiguous.

6. County transferred all of its "rights, privileges and interest" in the subject property to City with the intention that County would not "hereafter claim or demand any right or title to" the property. County's intent to convey all of its interest (whatever that might be) in the property is unambiguous.

7. The grantee's acceptance of a deed may be shown by grantee's conduct, including possession or improvement of the property conveyed.

8. Here, City acknowledged that it funded maintenance and repair work on the bridge for years. These actions show that City accepted whatever interest County conveyed through the deed.

9. There is no genuine issue as to the facts material to the question of whether County conveyed all its interest (whatever that might be) in the property to City, and County is otherwise entitled to a judgment as a matter of law declaring that County neither owns nor is responsible for the bridge. For purposes of this appeal, we need not determine what interest County had in the property but only that County conveyed its entire interest to City.

10. In a declaratory judgment action, we do not rule on hypothetical or speculative issues. The question of City's responsibility, if any, for the bridge is pending in ongoing litigation between City and the property owners association, and, unless and until the court determines that City owns the bridge, the constitutional issue raised by City is hypothetical.

11. City waived its claim that the quitclaim deed is void as against public policy by failing to raise that claim below.

Opinion by: Karen King Mitchell, Judge November 30, 2021

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THIS SUMMARY IS **UNOFFICIAL** AND SHOULD NOT BE QUOTED OR CITED.