In the Missouri Court of Appeals
Eastern District

DIVISION ONE

MARTY NIFFEN, ET AL.,	)	No. ED113227
	)	
Respondents,	)	
	)	
v.	)	
	)	
MICHAEL FEINSTEIN, ET AL.,	)	
	)	Filed: January 13, 2026
Appellants.	)	

APPEAL FROM THE CIRCUIT COURT OF ST. CHARLES COUNTY
The Honorable Brittney R. Smith, Judge

Michael and Erin Feinstein appeal from the trial court's amended judgment ordering Mark Fischer to convey to Marty and Melissa Niffen a 50-foot-wide road and utility easement over the Feinsteins' property. Because the amended judgment is conditional and therefore not final, we lack authority to consider this appeal and must dismiss it.

Background

Fischer owned ten acres of land in St. Charles County, which he subdivided into three parcels designated Tracts 1, 2, and 3. In August 2019, he sold Tract 1 to the Niffens, and their general warranty deed included a 50-foot-wide easement along the western boundary of Tract 3, providing Tract 1 access to Orf Road, a nearby public road.

In January 2020, the Niffens entered into a contract for deed to purchase Tract 2 from Fischer. The legal description of Tract 2, which was set forth in a land survey attached and

incorporated into the contract for deed, included a 50-foot-wide road and utility easement along the *eastern* boundary of Tract 3, connecting Tract 2 directly to Orf Road.

In June 2021, Fischer conveyed Tract 3 to Stephanie and Geoffrey Cisco. Their general warranty deed expressly stated that Tract 3 was subject to two 50-foot-wide road and utility easements—one along the western boundary serving Tract 1, and one along the eastern boundary serving Tract 2.

In April 2022, Fischer and the Ciscos executed and recorded an agreement that purported to terminate the eastern easement. That same month, the Ciscos conveyed Tract 3 to the Feinsteins. The Feinsteins' general warranty deed, however, did not reference either easement and provided only that the property was conveyed "subject to easements, conditions, restrictions, building lines, and zoning ordinances, if any." The Feinsteins later constructed a home and pool on Tract 3, portions of which encroached on the area of the eastern easement.

The Niffens filed an action for declaratory judgment, seeking a determination that the attempted termination of the eastern easement was null and void because it could not be extinguished without their consent. After a bench trial, the trial court entered judgment in their favor.

Fischer and the Ciscos moved to amend the judgment. Following a hearing, the trial court entered an amended judgment providing: "Once the Niffens fulfill their obligations under the Contract for Deed, Fischer shall be obligated to convey to them Tract 2 *together with* a 50 foot wide non-exclusive road and utility easement running along Tract 3, along that Tract's Eastern border, and allowing Tract 2 direct access to Orf Road . . . ." (Emphasis in original). The Feinsteins appeal.

Discussion

Before we may reach the merits of this appeal, we must *sua sponte* determine whether we have authority to do so. *Wilson v. City of St. Louis*, 600 S.W.3d 763, 765 (Mo. banc 2020) (citing *First Nat'l Bank of Dieterich v. Pointe Royale Prop. Owners' Ass'n*, 515 S.W.3d 219, 221 (Mo. banc 2017)). We lack authority when the trial court has not entered a final judgment. *City of Portage Des Sioux v. Lambert*, 323 S.W.3d 462, 464 (Mo. App. E.D. 2010). "A final judgment 'resolves all issues in a case, leaving nothing for future determination.'" *Ndegwa v. KSSO, LLC*, 371 S.W.3d 798, 801 (Mo. banc 2012) (quoting *Gibson v. Brewer*, 952 S.W.2d 239, 244 (Mo. banc 1997)).

Missouri courts have long held that conditional judgments—those conditioned on the occurrence or nonoccurrence of future acts outside the record—are not final for purposes of appeal. *E.g.*, *City of Portage Des Sioux*, 323 S.W.3d at 464; *Schroff v. Smart*, 73 S.W.3d 28, 30 (Mo. App. W.D. 2002). Here, the amended judgment is clearly conditional: it requires Fischer to convey Tract 2 and the eastern easement to the Niffens only if they first fulfill their obligations under the contract for deed. We cannot determine from the record on appeal whether the Niffens have done so. Because the amended judgment is not final, we lack authority to entertain the appeal and must dismiss it. *See Wilson*, 600 S.W.3d at 765-66.

Conclusion

For the foregoing reasons, the appeal is dismissed.



MICHAEL E. GARDNER, Judge

Robert M. Clayton III, Presiding Judge, concurs.
Lisa P. Page, Judge, concurs.