

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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RAYMOND D. LOFGREN and TRUDY A.  
LOFGREN,

UNPUBLISHED  
October 30, 2001

Plaintiffs-Appellants,

v

LINDA CARLSON, BARRY CARLSON, and  
MARIELLEN LANDRY,

No. 224461  
Cheboygan Circuit Court  
LC No. 96-005807-CH

Cross-Defendants-Appellees,

and

TIMOTHY J. ENGLISH, THERESA ENGLISH,  
and CHESTER G. KELLY,

Defendants-Cross-Plaintiffs-  
Appellees,

and

ROBERT J. BUTTS, P.C.,

Third-Party Defendant.

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Before: Doctoroff, P.J., and Wilder and Chad C. Schmucker\*, JJ.

MEMORANDUM.

Plaintiffs appeal as of right the judgment of no cause of action entered after a bench trial. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Betty Carlson was the owner of three parcels of land in Cheboygan County. She entered into a lease agreement with a corporation owned by plaintiffs, allowing it to construct and maintain a sign on the property. Carlson subsequently granted plaintiffs a right of first refusal to purchase the property. Betty Carlson deeded the properties to her children, retaining a life estate. She died prior to the expiration of the lease. The heirs extended the lease on an annual basis, and

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\* Circuit judge, sitting on the Court of Appeals by assignment.

subsequently sold the property. Plaintiffs brought this action seeking to enforce the option. The trial court found that the length of the lease was a reasonable time for the right of first refusal to extend, and found no cause of action.

In Michigan, first refusal agreements, like option agreements, must be for a definite period of time. *Brauer v Hobbs*, 151 Mich App 769, 777; 391 NW2d 482 (1986). The absence of a specific time limit will not render the agreement void. Rather, courts will construe the agreement to be for a reasonable time. *Id.* In *Brauer*, the Court stated that it would have remanded the matter to the trial court for a determination of a reasonable time, but a remand was unnecessary because the right terminated upon the grantor's death. The agreement required an act of personal volition by the grantor within her lifetime. The option is limited to the life of the grantor, unless there is clear evidence of a contrary intent. *Id.*, 779.

The trial court did not err in entering a judgment of no cause of action. Even if the right survived the death of Betty Carlson, plaintiffs have not shown that the trial court erred in finding that a reasonable time to imply for the length of the agreement is the duration of the lease. *Glockstein v Malleck*, 372 Mich 115, 119; 125 NW2d 298 (1963).

Affirmed.

/s/ Martin M. Doctoroff

/s/ Kurtis T. Wilder

/s/ Chad C. Schmucker