

**COURT OF APPEALS
DECISION
DATED AND FILED**

October 12, 2016

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2015AP1647

Cir. Ct. No. 2012CV1025

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT III**

THOMAS JANSA,

PLAINTIFF-RESPONDENT,

V.

**PATRICIA JANSA, CHRISTINE JANSA, CAROL JANSA AND CATHERINE
PECHACEK,**

DEFENDANTS-APPELLANTS.

APPEAL from an order of the circuit court for St. Croix County:
ERIC J. LUNDELL, Judge. *Affirmed.*

Before Stark, P.J., Hruz and Seidl, JJ.

¶1 PER CURIAM. Patricia Jansa, Christine Jansa, Carol Jansa, and Catherine Pechacek (the Jansa sisters) appeal an order denying a motion to approve the sale of trust real estate. We affirm.

¶2 This matter arises out of a family farming operation. The relevant facts are John and Alice Jansa prepared a trust to allow their children as trust beneficiaries to operate the farm and provide the trust beneficiaries with income.¹ The children became involved in various disputes. Thomas Jansa eventually commenced a lawsuit, and the Jansa sisters counterclaimed. The parties mediated, and a settlement agreement was entered into and approved by a court order.

¶3 With respect to the sale of the trust real estate, the settlement agreement provided Thomas with an option to purchase the property at an agreed upon price of \$5,500 per acre. Thomas was provided thirty days from the date of the agreement to obtain a financing commitment.

¶4 The settlement agreement also provided:

3. In the event Tom Jansa is not able to obtain financing, the real estate shall be appraised by Ed Thornton and Tom Jansa shall have 30 days after the appraisal to purchase the property at \$500 per acre above the appraised value

4. In the event that the property is appraised in accordance with paragraph 3 hereof and Tom Jansa does not exercise his option, the property shall be sold to the highest bidder through a private auction, with sealed bids, and the appraised value shall be the minimum purchase price unless all Trust beneficiaries agree to a lower price.

¶5 Thomas was not able to obtain financing, and he did not exercise his option to purchase the real estate. A private auction failed to result in offers that met Thornton's appraised value. Subsequently, the trust received an offer to

¹ John and Alice Jansa are now deceased. The trust provided that the trustee retain the trust assets for a period of ten years following Alice's death. It is undisputed Alice died in 2009, and therefore the trust, by its terms, remains in effect until 2019, unless dissolved by agreement of all beneficiaries.

purchase the real estate for an amount less than the Thornton appraisal. The Jansa sisters requested confirmation of the sale, and Thomas objected. The circuit court denied the motion. The trust received a second offer to purchase the real estate, this time in an amount equal to a different and lower appraisal value. Thomas again objected. The Jansa sisters moved for approval of the sale. The circuit court denied the motion, and the case was dismissed. The Jansa sisters now appeal.

¶6 The interpretation of a contract is a question of law that we review without deference to the circuit court. *Zimmerman v. DHSS*, 169 Wis. 2d 498, 507, 485 N.W.2d 290 (Ct. App. 1992). Our goal in contract interpretation is to determine and give effect to the parties' intentions. *Wisconsin Label Corp. v. Northbrook Prop. & Cas. Ins. Co.*, 2000 WI 26, ¶23, 233 Wis. 2d 314, 607 N.W.2d 276. When the language of a contract is unambiguous, we apply its literal meaning based on the four corners of the document without resort to extrinsic evidence. *Id.*

¶7 We conclude the settlement agreement in the present case is unambiguous. Thomas did not obtain financing, and the trust's real estate was appraised by Thornton in accordance with paragraph 3 of the settlement agreement. Thomas did not exercise his option to purchase. In that event, the agreement provided "the property shall be sold to the highest bidder through a private auction, with sealed bids, and the appraised value shall be the minimum purchase price unless all Trust beneficiaries agree to a lower price." The private auction did not produce any bids that met the minimum purchase price established by the settlement agreement, and all trust beneficiaries did not agree to a lower price.

¶8 The settlement agreement did not provide for a second appraisal. Quite simply, the settlement agreement—as written and agreed to by the parties—did not require the sale of the trust real estate. Rather, the agreement allowed a sale, but only in accordance with its specific sequential procedures, and at a lower price only if all trust beneficiaries agreed.² Neither ever happened.

By the Court.—Order affirmed.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)5. (2013-14).

² The Jansa sisters also argue the settlement agreement contemplated distribution of the proceeds of the sale of the trust real estate, and without such distribution the settlement agreement “cannot be implemented.” However, the settlement agreement merely established how the sale proceeds would be used if the trust real estate in fact sold.

