COURT OF APPEALS DECISION DATED AND FILED

July 15, 2010

A. John Voelker
Acting 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. 2009AP1425

Cir. Ct. No. 2006CV225

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT IV

JAMES SANDERSON,

PLAINTIFF-RESPONDENT,

V.

JOSEPH SANDERSON,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the circuit court for Columbia County: ALAN J. WHITE, Judge. *Affirmed*.

Before Vergeront, Lundsten and Higginbotham, JJ.

¶1 PER CURIAM. Joseph Sanderson appeals from a judgment of the circuit court that decided a dispute he had with his brother, James Sanderson, about a lien established in an option to purchase executed by their parents in 1990. The lien was on a “manufactured home” on the property. Joseph argues that the

action was barred by the statute of limitations, that James released any claim he had against Joseph, that there was insufficient evidence to support the court's valuation of the home, and that Joseph should have been allowed to surrender the collateral rather than having to pay the value of the home. We reject all of these arguments, and we affirm.

¶2 In 1990 Joseph and James's parents gave their children, including a third child, Mary, an option to purchase land. The executed agreement gave Keeley M. Jennings a lien on the manufactured home on the property. The provision granting the lien stated:

> Upon the death of the survivor of W. Grant Sanderson or Betty Jo Sanderson, or at such time as the Optionors or the survivor thereof elects to no longer live in the manufactured home, the manufactured home shall be impressed with a lien in favor of Keeley M. Jennings for its fair market value determined as of the date of the death of the last to die of either W. Grant Sanderson or Betty Jo Sanderson, or as of the date when the Optionors or the survivor of them elect to no longer live in the manufactured home. The fair market value of the manufactured home as of that date shall be determined by calculating the average of two appraisals, one of which shall be made by an appraiser of Keeley M. Jennings' choice, and one which shall be made by an appraiser of the Optionees' choice. Optionees agree to thereupon pay Keeley M. Jennings the said market price.[1]

¶3 W. Grant Sanderson was the last of the two to die. He died on March 3, 2000. The children then exercised their option to purchase the real estate, and in 2002 Mary transferred her interest to Joseph. In 2005 James and Joseph signed a stipulation and order by which James transferred to Joseph his interest in the section of the property on which the manufactured home was

[1] Jennings is Betty Jo Sanderson's daughter and W. Grant Sanderson's stepdaughter.

located. This stipulation also contained a release of any claims the brothers had related to their real estate interests. As a result of this stipulation, James became the sole owner of the "west forty acres," and Joseph became the sole owner of the "east forty acres." The manufactured home was on the east forty acres. In 2006 Jennings transferred her interest in the manufactured home to James.

¶4 In May 2006, James brought an action against Joseph seeking to enforce the lien he acquired from Jennings.[2] James claimed that he notified Joseph in March 2006 that he intended to exercise his rights under the lien to have the home appraised, but that Joseph would not allow the appraiser on the property. Joseph responded by arguing that James's claims were barred by the statute of limitations and had been released by the 2005 stipulation between the two. The circuit court denied Joseph's motion for judgment on the pleadings. The court found that there was a question of material fact about when the optionees "should have reasonably paid" Jennings on the lien, and that this fact would determine whether the statute of limitations had run on James's claim.

¶5 The court held a hearing and found that, at the time of Grant's death in March, the manufactured home was in disrepair. The home was then cleaned and fixed up, and rented by August 2000. The circuit court determined that the statute of limitations did not begin to run until August 1, 2000, because this was the date the home was in a good enough condition to be appraised.

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[2] The right that James purchased from Jennings was a lien on the home and not on the property. This right appears to have been enforceable against all of the optionees, including James, and not just against the owner of the piece of property on which the manufactured home sat. In other words, as far as we can tell, James also purchased the right to proceed against himself.

¶6 The court held another hearing on the value of the manufactured home. Both sides offered appraised values for the home. The court averaged those two values and found the value of the home to be $18,850.00.[3] The court agreed to stay entry of judgment to consider Joseph's affirmative defense that the 2005 stipulation released any claim James had against Joseph. The circuit court ultimately found that the release in the stipulation applied only to real estate and that the home was not real estate. The court denied Joseph's claim, and entered judgment.

¶7 Joseph argues on appeal that the "circuit erred at every turn." Joseph first argues that the statute of limitations began to run on the date of Grant Sanderson's death, and James's action was not timely filed. We agree with the circuit court that the statute of limitations did not bar this action, but for a different reason. *See* ***Vanstone v. Town of Delafield***, 191 Wis. 2d 586, 595, 530 N.W.2d 16 (Ct. App. 1995) (we may affirm on grounds different than those relied on by the trial court).

¶8 The circuit court's determination that the statute began to run in August 2000 ignores the plain language of the stipulation that the lien was for the fair market value of the home on the date of the father's death. The statute of limitations did not begin to run until Jennings attempted to enforce the lien and the optionees failed to follow through on the terms of the agreement. In other words, Jennings did not have a cause of action until she sought an appraisal on her own and the optionees refused to get their own appraisal or to pay Jennings. Since

[3] Joseph also argued at this time that he should be allowed to surrender the home rather than pay the appraised value, but the court did not address the issue.

Jennings had not sought an appraisal or taken any action to enforce the agreement, she had no cause of action and could not have sued the optionees before that time. Consequently, the circuit court correctly determined that the cause of action did not accrue in May 2000 and that James's action was not barred.

¶9 Joseph next argues that the release in the stipulation barred this cause of action. The circuit court found that the stipulation released only claims pertaining to real estate. The court further found that the claim at issue here involved the value of the manufactured home, not the land on which it sat, and, consequently, was not barred by the release.

¶10 We agree with the circuit court's conclusion, but again for a different reason. James and Joseph entered into the stipulation before Jennings assigned the lien to James. We conclude that the release did not bar James's claim because it could not bar any claim that a third party had against the brothers. When Joseph entered into the stipulation, he could not have reasonably expected that the stipulation would extinguish Jennings' rights against him and the other optionees under the original agreement. Further, Joseph has not suggested any reason why Jennings' lien rights would be affected by the stipulation just because she sold her rights in the lien to someone else. The stipulation itself says that it is "subject to any and all rights of Keeley M. Jennings." We conclude that the stipulation did not bar James's action to enforce the lien.

¶11 Joseph next argues that the circuit court did not correctly determine the value of the manufactured home because the court should not have included in its valuation the foundation, shared well, and septic tank. We may decline to address arguments that are undeveloped, supported only by general statements, or lack any citation to legal authority. *See* ***State v. Pettit***, 171 Wis. 2d 627, 646, 492

N.W.2d 633 (Ct. App. 1992). Joseph's argument on this issue does not contain citation to legal authority and does not provide any reasoned explanation for why the trial court should not have included these things in the valuation. Consequently, we will not address the argument.

¶12 Joseph's last argument is that he should be permitted to surrender the manufactured home instead of paying the value of the lien.[4] The plain terms of the lien, however, do not include surrender of the home as an option. The agreement provides that the optionees will "pay" Jennings the market price of the home. We will construe a contract "as it stands" when the terms are "clear and unambiguous." ***Sonday v. Dave Kohel Agency, Inc.***, 2006 WI 92, ¶30, 293 Wis. 2d 458, 718 N.W.2d 631 (citation omitted). The agreement does not give Joseph, or the other optionees, the right to surrender the home instead of paying the value of the lien. We reject Joseph's argument, and, for the reasons stated, we affirm the judgment of the circuit court.

By the Court.—Judgment affirmed.

This opinion will not be published. *See* WIS. STAT. RULE 809.23(1)(b)5. (2007-08).

[4] We note that the correct question to ask appears to us to be whether the optionees, not just Joseph, may surrender the home rather than the pay the lien.