This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1127

In re the Trust of Elizabeth A. Ronning & Wallace K. Ronning.

Filed February 2, 2026
Affirmed
Kirk, Judge*

Becker County District Court
File No. 03-CV-24-1785

Joseph M. Barnett, Neven Selimovic, Hellmuth & Johnson, PLLC, Edina, Minnesota (for appellant Lori Ann Lewis)

Zenas Baer, Zenas Baer Law Office, Hawley, Minnesota (for respondents Gregory Keith Ronning and Jeffrey William Ronning)

Considered and decided by Frisch, Chief Judge; Cochran, Judge; and Kirk, Judge.

NONPRECEDENTIAL OPINION

KIRK, Judge

In this trust dispute, appellant argues the district court erred by: (1) interpreting an irrevocable trust agreement as distributing trust property to the trust beneficiaries as tenants-in-common and (2) granting summary judgment in favor of respondents without addressing the validity of an alleged option to purchase trust property. Respondents assert that the district court properly interpreted the trust's distribution provision and appropriately granted summary judgment. Because the district court did not err in its

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* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

interpretation of the trust agreement, its distribution of the trust property, or its grant of summary judgment in favor of respondents, we affirm.

FACTS

This appeal involves a dispute over trust property once owned by Wallace K. Ronning and Elizabeth A. Ronning (the settlors)[1] who are both deceased. In March 1995, the settlors created the Elizabeth A. Ronning and Wallace K. Ronning Irrevocable Trust (the trust). The settlors transferred three parcels of real property, including the family's farmstead, into the trust and named their four children as the beneficiaries: Lori Ann Lewis (Lewis), Jeffery Ronning (Jeff), Gregory Ronning (Greg), and Warren Randolph (Randy) Ronning.

During their lifetimes, the settlors served as co-trustees of the trust. When Elizabeth passed away in 1999, Wallace served as the sole trustee until his passing in February 2022. Prior to his passing, Wallace wrote a statement of preference in 2018 (the statement) and executed his last will and testament (the will) in 2021. In the statement, Wallace wrote, "[i]n the event of my passing, it is my preference that, [Lewis] and her spouse have the first option to purchase the farmstead and real property, in whole or in part, . . . from the Trust at a reasonable market value." The statement further provided that if Lewis did not "wish to purchase or is unable to purchase [the property], then [Wallace] wish[es] for his adult grandchildren to have the next option for purchase." Wallace's will also refers to the possibility of Lewis purchasing the farmstead.

[1] Because several named parties share the same surname, first names are used for clarity.

Upon Wallace's passing, the trust terminated by operation of its terms. Lewis was appointed as the trustee for the purpose of winding up the trust. Lewis then petitioned the district court under Minn. Stat. § 501C.0202 (2024), to confirm her appointment as trustee and approve her proposed distribution plan or otherwise determine an equitable division of the trust assets in accordance with the settlors' wishes. *See* Minn. Stat. § 501C.0202(4), (24) (stating a person may petition the district court "to construe, interpret, or reform the terms of a trust" and "to instruct the trustee regarding any matter involving the trust's administration or the discharge of the trustee's duties").

Respondents Jeff and Greg[2] filed a counterpetition to appoint a separate trustee and approve their proposed trust distribution plan. Later, parties filed competing motions for summary judgment. Respondents requested that the district court terminate the trust and order the trustee to distribute the real property to the beneficiaries as tenants-in-common. Lewis requested that the district court confirm her appointment as trustee.

The district court granted both parties' motions for partial summary judgment. In its order, the district court: (1) confirmed Lewis as the trustee of the trust; (2) determined that the trust was to be terminated; and (3) directed Lewis, as the trustee, to "issue a Trustee's Deed for the real property in the inventory naming the living beneficiaries of the Trust as tenants in common" within thirty days of the order. The district court specifically reasoned that:

> [t]he unambiguous terms of the [t]rust direct the trustee to distribute the assets of the trust to the beneficiaries in equal shares . . . [t]he title of the real property must now be

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[2] Randy passed away in August of 2023. His estate makes no claim to the trust assets.

> distributed 'in equal shares' . . . to the named beneficiaries as 'co-tenants with equal undivided interest' or as more commonly stated, 'tenants in common.'

Because it found the trust's language unambiguous, the district court declined to consider extrinsic evidence of the settlors' intent for distribution—including the statement and the will which Lewis sought to introduce. The district court clarified that its judgment was "final for the purposes of appeal."[3]

This appeal follows.[4]

DECISION

Broadly, Lewis raises two arguments on appeal. First, she argues that the district court's interpretation of the trust's distribution provision was erroneous. Second, she argues that the district court erred in granting partial summary judgment because there remains a genuine issue of material fact regarding whether there is a valid option contract to purchase property owned by the trust. We address each argument in turn.

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[3] The district court filed an order on July 17, 2025, directing entry of judgment on the June 26, 2025 order nunc pro tunc to June 26, 2025. In the nunc pro tunc order, the district court certified entry of a final partial judgment under Minn. R. Civ. P. 54.02.

[4] Upon receiving notice of this appeal, we questioned whether appeal of the district court's June 17, 2025 was premature. We accepted jurisdiction over the appeal, reasoning that the June 17, 2025 order effectively determined Lewis's petition by granting her request to be confirmed as trustee and rejecting her proposed trust distribution plan which were the only requests made in Lewis's trust petition.

I.

We review a district court's interpretation of a trust agreement de novo. *In re Stisser Grantor Tr.*, 818 N.W.2d 495, 502 (Minn. 2012). In construing a trust, the court's purpose "is to ascertain the intent of the settlor." *In re Eva Marie Hanson Living Tr. Dated December 11, 1995*, 986 N.W.2d 1, 5 (Minn. App. 2023). And in seeking to ascertain the settlor's intent, we construe "the trust agreement in its entirety." *In re Van Dusen Marital Tr.*, 834 N.W.2d 514, 520 (Minn. App. 2013), *rev. denied* (Minn. June 26, 2013). When "the language of the trust instrument is unambiguous, the intent of the settlor must be ascertained from the four corners of the agreement, without resort to extrinsic evidence of intent." *Hanson*, 986 N.W.2d at 5.

The relevant language governing distribution of the trust assets provides that, upon the death of the settlors, "the trustee shall distribute the entire remaining estate including any accrued income in equal shares to [the beneficiaries]." Lewis concedes that, by the terms of the trust, the remaining assets must "be divided equally." However, she claims that the language "in equal shares" is ambiguous with regard to the *form of ownership* upon distribution. Specifically, Lewis argues that the settlor's intent for distribution of trust assets could be satisfied through the sale of trust property followed by an equal distribution of proceeds to each beneficiary. We are not persuaded.

Here, "in equal shares" is unambiguous when read in the appropriate context of distributing the trust's remaining real property.[5] The trust unambiguously requires the

[5] Lewis further argues that her proposed distribution plan—which involved distribution of specific parcels to specific beneficiaries and equalizer payments—effectuates the settlor's

trustee to distribute the trust's real property in equal shares to the beneficiaries. And we conclude that, under those terms, the district court properly ordered the real property to be distributed to the beneficiaries as tenants-in-common, which appropriately effectuates the settlors' intent for the beneficiaries to be given equal interests in the trust's real property.[6] *See Stisser*, 818 N.W.2d at 502 (stating a court should interpret unambiguous words and phrases in a trust agreement "according to their common and approved usage"); *see also Swanson v. Swanson*, 856 N.W.2d 705, 709 (Minn. App. 2014) (explaining tenants-in-common must share equal right to possession in the property).

While Lewis's proposed interpretation and distribution plan may result in a fair division of the overall value of the trust's assets, it does not result *in an equal distribution of the remaining trust assets*—including title to the trust's real property—as is required under the trust's unambiguous terms. Moreover, Lewis's primary assertion that "equal shares" is ambiguous requires this court to look at that language in isolation, but when

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intent by resulting in "monetarily equal" distributions to the beneficiaries. For those reasons stated above, this is not the appropriate result of the unambiguous terms of the trust. While it may result in an equal value of assets to each beneficiary, it does not equally "distribute the remaining trust assets." Lewis cites to our recent decision in *In re Carmen L. Start Revocable Tr*. to support her contention. No. A24-1422, 2025 WL 1923115 (Minn. App. July 14, 2025). However, in *Start*, one of the beneficiaries had already acquired part of the trust's property, thus *Start* is factually distinguishable and therefore not persuasive in this case. *See* Minn. R. Civ. App. P. 136.01, subd. 1(c).

[6] To the extent Lewis argues that the district court improperly relied on *In re H & A Neumann Revocable Tr.* A13-1150, 2014 WL 1407951 (Minn. App. Apr. 14, 2014), we disagree. We recognize that district courts are not bound by our nonprecedential opinions, *see Vlahos v. R & I Constr., Inc.*, 676 N.W.2d 672, 676 n.3 (Minn. 2004) (noting "[nonprecedential opinions] should not be cited by the district court as binding precedent"); however, it is apparent from the district court's order that the interpretation was based on the language of the trust instrument itself. The district court appropriately utilized *Neumann* as merely persuasive authority given the factual similarities of the cases.

interpreting a trust, we determine the settlor's intent by looking at the agreement as a whole. *Van Dusen*, 834 N.W.2d at 520.

Because we conclude that the terms of the trust are unambiguous, we decline to consider extrinsic evidence of the settlors' intent. *See Hanson*, 986 N.W.2d at 5 (explaining that, when the terms of a trust are unambiguous, the court must not consider extrinsic evidence to ascertain the settlor's intent).

In addition to arguing that the language is ambiguous, Lewis also raises several arguments to support her contention that "the trust as a whole establishes" that she, as trustee, had discretion to determine the form of ownership upon making distributions to the trust beneficiaries. Again, we are not persuaded.

Lewis contends that because the trust agreement authorized the settlors to sell trust assets for "adequate consideration," the trust itself "suggests all real property is not required to be distributed in common." While the trust does appear to authorize the *settlors* to sell trust property, we fail to see how this supports or authorizes Lewis, as *trustee*, to sell trust property.

Lewis further argues that, because the trust agreement incorporates the powers afforded to trustees under the Minnesota Trust Code (MTC), she had discretion to determine how to distribute the trust's the real property to the beneficiaries. Section 4.1 of the trust agreement states:

> 4.1 General Powers and Duties. In general, the Trustees shall have the power to exercise all Powers now specified in the Minnesota Trustees' Powers Act, Minnesota Statutes Sec. 501B.79 et. seq., which is incorporated herein by reference. If any provisions of this document are inconsistent with the

> Minnesota Trustees' Powers Act, the document provision shall control.

Lewis argues that, under section Minn. Stat. § 501C.0816 (21) (2024), she had the discretion to decide whether the real property should be distributed in undivided or divided interests.[7] Section 501C.0816 (21) provides that a trustee may:

> on distribution of trust property or the division or termination of a trust, make distributions in divided or undivided interests, allocate particular assets in proportionate or disproportionate shares, value the trust property for those purposes, and adjust for resulting differences in valuation.

However, the trust agreement expressly provides that the trustee's powers under the MTC are superseded by the terms of the trust when such statutory powers are inconsistent with those terms. Moreover, section 501C.0817(a) (2024) of the MTC—which equally applies to Lewis as trustee—states that upon termination of the trust, "the trustee may send to the beneficiaries a proposal for distribution," and beneficiaries have a right to object to the proposal within thirty days. Here, Lewis, acting as the trustee, proposed distributing the property to the respondents in divided interests, and the respondent-beneficiaries timely objected to her proposal. Lewis then petitioned the district court to accept her proposal or "otherwise determine an equitable division of the trust assets."

Reviewing the trust instrument as a whole, including its unambiguous terms for distribution and its qualified incorporation of certain statutory trustee powers, we conclude

[7] The trust agreement references Minn. Stat. § 501B.79 et. seq., which was repealed and replaced with Minn. Stat. § 501C.0815, et seq. And the MTC provides that sections 501C.0101 to 501C.1208 apply to all trusts created before, on, or after January 1, 2016. *See* Minn. Stat. § 501C.1304(a)(1) (2024).

that the district court did not err by determining that the trust agreement does not afford Lewis, as the trustee, the discretion to determine how to distribute the trust's remaining real property.[8]

Lewis lastly argues that the district court failed to consider her obligation as trustee to ensure adequate reserves to pay for administration of the trust. As trustee, Lewis has a statutory right to retain reasonable reserves for the administration of the trust. *See* Minn. Stat. § 501C.0817(b) (2024) (providing that upon termination, the trustee "shall proceed expeditiously to distribute the trust property to the persons entitled to it, *subject to* the right of the trustee to retain a reasonable reserve for the payment of debts, expenses, and taxes and to secure a right of reimbursement if the reserve is inadequate) (emphasis added). However, section 501C.0817(b) does not require that the district court preserve trust assets to ensure Lewis's right to retain reasonable reserves for administration.

In sum, the district court did not err in its interpretation of the trust's distribution provision. The trust unambiguously directs equal distribution of the trust's remaining real property to the beneficiaries, which is appropriately achieved through distribution of the trust's real property to the beneficiaries as tenants-in-common.

[8] Lewis also argues that the district court improperly substituted its discretion over her own. Lewis cites *In re Trusts A & B of Divine*, 672 N.W.2d 912 (Minn. App. 2004) to support her argument. However, *Divine* involved a trust agreement that expressly gave the trustee discretion to make distributions of the trust principal. *Id.* at 919 ("the language of [the trust] . . . specifically gives the trustees the discretion to make distributions from the principal of [the trust] to appellant's mother."). This is known as a discretionary trust, and the district court reviews the trustee's discretionary distributions for abuse of discretion. *Id.* at 919-20. This standard of review is not applicable here because under the terms of the trust agreement, the trustee's distribution of trust assets is mandatory, not discretionary.

II.

Lewis also argues that the district court should have denied respondent's partial summary-judgment motion because there is a genuine issue of material fact as to whether Wallace's statement and will created a valid option contract allowing her, or the adult-grandchildren, to purchase real property from the trust prior to its distribution.

The district court did not explicitly address Lewis's option-contract argument but implicitly rejected it by granting the respondent's motion for partial summary judgment and ordering distribution of the trust's remaining assets. *See Palladium Holdings, LLC v. Zuni Mortg. Loan Tr. 2006-OA1*, 775 N.W.2d 168, 177-78 (Minn. App. 2009) ("Appellate courts cannot assume a district court erred by failing to address a motion, and silence on a motion is therefore treated as an implicit denial of the motion."), *rev. denied* (Minn. Jan. 27, 2010).

The district court's implicit rejection of Lewis's option-contract argument demonstrates that the district court determined there was no genuine dispute of material fact as to whether the statement and the will created a contractually binding option to purchase the trust property. *See* Minn. R. Civ. P. 56.01; *see also Hagen v. Steven Scott Mgmt., Inc.*, 963 N.W.2d 164, 172 (Minn. 2021) (stating summary judgment is properly granted only when there are no genuine issues of material fact, and the moving party is entitled to judgment as a matter of law).

On a motion for summary judgment, a district court must not weigh evidence; however, it does (and must) evaluate the evidence. *DLH, Inc. v. Russ*, 566 N.W.2d 60, 70 (Minn. 1997). We review a district court's decision to grant summary judgment de novo.

City of Waconia v. Dock, 961 N.W.2d 220, 229 (Minn. 2021). When reviewing a summary-judgment decision, "we view the evidence in the light most favorable to the nonmoving party [] and resolve all doubts and factual inferences against the moving part[y]." *Henson v. Uptown Drink, LLC*, 922 N.W.2d 185, 190 (Minn. 2019).

For an option to be a legally enforceable contract, it must be supported by valuable consideration. *Morrison v. Johnson,* 181 N.W. 945, 946 (1921). Lewis presented no evidence of consideration; therefore, we conclude that the district court properly granted respondents' motion for partial summary judgment because there is no evidence to support that the statement and the will created any legally enforceable rights to purchase the trust property. *See Lloyd v. In Home Health, Inc.,* 523 N.W.2d 2, 3 (Minn. App. 1994) (affirming grant of summary judgment as "mandatory" against party who failed to establish an essential element of a claim).

Affirmed.