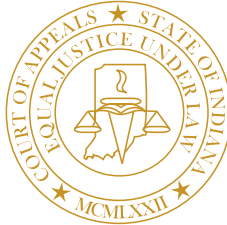


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



IN THE Court of Appeals of Indiana

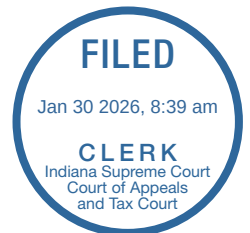
MPE Land & Cattle LLC,
Appellant-Defendant

and

Brazos Family Properties LLC,
Appellant-Defendant,

v.

Parsons Farms LLC,
Appellee-Plaintiff



January 30, 2026

Court of Appeals Case No.
25A-PL-364

Appeal from the Hendricks Circuit Court
The Honorable Daniel F. Zielinski, Judge

Trial Court Cause No.
32C01-2304-PL-38

Memorandum Decision by Judge Scheele
Judges Foley and Kenworthy concur.

Scheele, Judge.

Case Summary

- [1] In 2021, Parsons Farms LLC (Parsons) entered into a contract with MPE Land & Cattle LLC and Brazos Family Properties LLC (collectively, MPE). After disputes arose regarding payment, MPE terminated the contract. Parsons then filed suit, and the trial court ultimately issued judgment in favor of Parsons. MPE now raises two issues: 1) whether the court properly denied it summary judgment due to the existence of a genuine issue of material fact; and 2) whether the court erred in determining MPE breached the contract. We affirm.

Facts and Procedural History

- [2] For approximately twenty years prior to 2020, Rex Parsons operated Parsons Farms as a sole proprietorship. During this time, Rex often rented farmland from MPE. In January 2020, Rex's sons, Joseph Parsons and Jonathan Parsons, established Parsons Farms LLC. Later that year, Rex died. On February 4, 2021, Parsons and MPE Land & Cattle LLC executed a written Crop Rent Agreement for the lease of land located at various locations in Hendricks County. The same day, Parsons and Brazos Family Properties LLC executed a Crop Rent Agreement, which was identical in all respects except involved different plots of land. The first page of each Agreement includes a list

of farm locations, the acreage, and that the “Base Rent” would be \$250.00 an acre. *See* App. Vol. II pp. 29, 32. The Agreements then note the total base rent—\$143,500.00 and \$3,750.00—and state that those figures are to be paid in two equal installments on April 1, 2021, and November 1, 2021. *See id.* At the bottom of each first page is two signature lines—signed by Michael Eaton on behalf of MPE and Jonathan Parsons on behalf of Parsons.

[3] The second page of one of the Agreements is as follows:

2/4/2021

2021 Crop Rent Agreement - Bonus Calculation

Average Corn Prices per Gavilon Grain Haw Creek (Roachdale)

Agreed Dates	1/15/2021	\$	-	per bushel
	5/15/2021	\$	-	per bushel
	7/15/2021	\$	-	per bushel
Bonus Rate	35%	11/15/2021	\$	- per bushel
		Average	\$	- per bushel
		County Yield		0 bushel per acre

Farm Location	Acres	Bonus/ Acre	Total Bonus Each Location
Blanton Farm Hwy 39 & Hwy 236, Danville	125	\$ (250.00)	\$ (31,250.00)
Anderson Farm N CR 200 W, Danville	40	\$ (250.00)	\$ (10,000.00)
Hammer Farm 395 E CR 200 S, Danville	35	\$ (250.00)	\$ (8,750.00)
Walls Farm 697 S CR 300 E, Danville	122	\$ (250.00)	\$ (30,500.00)
Minor Farm 4500 N SR 39, Danville	114	\$ (250.00)	\$ (28,500.00)
Anderson Farm N SR 39, Danville	50	\$ (250.00)	\$ (12,500.00)
Eaton Farm 807 N CR 200 W, Danville	88	\$ (250.00)	\$ (22,000.00)
			Total Bonus Due
			\$ (143,500.00)

**** bonus will show negative numbers until the avg prices and yield are entered into top section**

Bonus Payment Due as follows

December 15, 2021	\$ _____
*80% of previous year average	
March 10, 2022	\$ _____

settle up when county average is posted

Ex. Vol. III p. 17.¹

- [4] Parsons made rent payments to MPE in April and November 2021. Because neither party terminated the agreement, it rolled over to 2022, and Parsons again farmed the land and made rent payments in April and November 2022. Following the November 2022 payment, MPE reached out to Parsons and requested bonus rent for 2021 and 2022.
- [5] Parsons did not pay any bonus rent, and thus on March 2, 2023, MPE sent Parsons a letter terminating the Agreements and demanding Parsons vacate the land. On April 5, 2023, Parsons filed a complaint against MPE in Hendricks Circuit Court, asking the court for (1) a declaratory judgment that no bonus rent was due under the Agreements and (2) for damages relating to MPE's early termination of the Agreements. MPE then filed their response and counterclaims, asserting Parsons breached the Agreements by not paying bonus rent.
- [6] In early 2024, the parties submitted competing motions for summary judgment. The court denied both motions, making no findings but determining there was "a material issue of fact[.]" App. Vol. II p. 12. MPE filed for an interlocutory appeal, but this court declined to accept jurisdiction.

¹ The second page of the other Agreement is identical in form, but includes a different farm location, acreage amount, and negative total. *See* Ex. Vol. III p. 22.

[7] A bench trial was held in October 2024. Both Joseph and Jonathan testified and denied ever agreeing to pay MPE bonus rent. Jessica Flohr, MPE's office manager, testified as to the second page of the Agreements. She stated each second page is an "excel spreadsheet" and that the formula to compute the "bonus rent" is as follows:

I contact Gavilon Grain in Roachdale to acquire the cash price per bushel for corn for the four dates that are notated January, May, July and November. Those four numbers are added together divided by four to get an average per bushel price for corn. Then in the next box where it says county yield, that information is obtained from the USDA website for the county averages. Put that in together, then in the column that says bonus per acre, there is a formula that takes the average price per bushel, multiply that times the county yield. Take that number, multiply it by 35% then from that number subtract out the base rent that they paid which was \$250.00 to get the remaining bonus rent that was due.

Tr. Vol. II pp. 40-41. On cross-examination, Flohr agreed that "no where [in the Agreements] is the formula for bonus rent" and that MPE did not have anything in writing from Parsons saying they agreed to pay bonus rent. *Id.* at 44.

[8] Following a bench trial, the court issued judgment in favor of Parsons. Specifically, the court found the Agreements "do not contain bonus rent" and that Parsons was entitled to \$87,939.60 in damages due to MPE's early termination of the lease. App. Vol. II p. 15. MPE now appeals.

Discussion and Decision

I. Summary Judgment

[9] MPE challenges the trial court's denial of its motion for summary judgment. When reviewing the denial of summary judgment, our standard of review is similar to that of the trial court: summary judgment is appropriate only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Ind. Trial Rule 56(C); *Ind. Bureau of Motor Vehicles v. Simmons*, 233 N.E.3d 1016, 1022-23 (Ind. Ct. App. 2024), *trans. denied*. We consider only those materials properly designated pursuant to Trial Rule 56 and we construe all factual inferences and resolve all doubts as to the existence of a material issue in favor of the non-movant. *Id.* at 1023. We review a summary judgment de novo, and the fact that the parties have filed cross-motions for summary judgment does not alter the standard of review or change our analysis. *Speedy Wrecker Serv., LLC v. Frohman*, 148 N.E.3d 1005, 1008 (Ind. Ct. App. 2020).

[10] At the heart of this argument is contract interpretation.

The task is to determine and implement the parties' intent when they entered the contract. *Decker v. Star Fin. Grp., Inc.*, 204 N.E.3d 918, 920 (Ind. 2023). And to do that, courts start with the language of the parties' agreement. *Id.* If the contract's terms are unambiguous, then they are conclusive of the parties' intent, and courts give the contract its plain meaning. *Id.* at 920-21; *Ryan*, 972 N.E.2d at 364. Thus, when reviewing an unambiguous written contract, courts look only to that document, staying within its four corners. *U.S. Automatic Sprinkler Corp. v. Erie Ins. Exch.*, 204 N.E.3d 215, 223 (Ind. 2023). The interpretation of a[n]

. . . agreement is generally appropriate for summary judgment because the interpretation of a contract is generally a question of law. *Bailey v. Mann*, 895 N.E.2d 1215, 1217 (Ind. 2008) (stating that the interpretation of a property settlement agreement is a question of law); *Cinergy Corp. v. Associated Elec. & Gas Ins. Servs., Ltd.*, 865 N.E.2d 571, 574 (Ind. 2007) (stating that the interpretation of a written contract is a question of law, which is “appropriate for summary judgment”).

On the other hand, if a contract’s terms are ambiguous, inconsistent, or uncertain, its interpretation is no longer a question of law but one of fact. *First Fed. Sav. Bank of Ind. v. Key Mkts., Inc.*, 559 N.E.2d 600, 604 (Ind. 1990). In that case, the trier-of-fact must determine the facts required to construe the contract. *Id.* And to do that, the factfinder must look outside the contract’s four corners to parol (or extrinsic) evidence. *Id.* A contract is not ambiguous simply because the parties disagree about the proper interpretation of its terms. *G&G Oil Co. of Ind., Inc. v. Cont’l W. Ins.*, 165 N.E.3d 82, 87 (Ind. 2021). Instead, for an ambiguity to exist, the contract must be subject to more than one reasonable interpretation. *Id.*

Wohlt v. Wohlt, 245 N.E.3d 611, 616 (Ind. 2024).

- [11] MPE argues the trial court erred in not granting its motion for summary judgment, contending the Agreements “unambiguously required the payment of bonus rent[.]” Appellants’ Br. p. 20. We disagree. No provision in the Agreements plainly calls for the payment of bonus rent. However, each Agreement is two pages, the second of which is titled “Crop Rental Agreement—Bonus Calculation” and has various blank columns. *See* Ex. Vol. III pp. 17-22. MPE claims that, when certain information is imputed into these columns, a formula can be used to determine if bonus rent is due and, if so,

how much. But as MPE's own witness acknowledged, how to calculate that figure is not ascertainable from looking at the document itself. Given this ambiguity from the designated evidence, we agree there existed a genuine issue of material fact and the court did not err in denying MPE's motion for summary judgment.

II. Breach of Contract

[12] MPE next challenges the trial court's determination that it breached its contract.² Specifically, MPE argues it was entitled to terminate the Agreements because Parsons failed to pay bonus rent. As noted above, the Agreements contain an ambiguity as to the bonus rent. Generally, when the language of a contract is ambiguous, its meaning must be determined by examining extrinsic evidence and its construction is a matter for the factfinder. *Trustcorp Mortg. Co. v. Metro Mortg. Co.*, 867 N.E.2d 203, 212 (Ind. Ct. App. 2007), *reh'g denied*. We review this factual determination for an abuse of discretion. *Id.*

[13] Here, the extrinsic evidence supports the trial court's conclusion that no bonus rent was agreed to. Both Parsons brothers testified that they did not agree to pay bonus rent. Flohr testified that she had nothing in writing indicating Parsons agreed to pay bonus rent, and that the formula to calculate bonus rent was not

² MPE also argues the court erred in its determination that MPE breached the contract by terminating it early. Specifically, MPE argues for the first time that "Parsons failed to pay the full measure of base rent" and therefore "MPE had every right to eject Parsons from the property[.]" Appellants' Br. p. 22. However, MPE did not raise this issue in the trial court, and thus it is waived. *See Mitchell v. Stevenson*, 677 N.E.2d 551, 558 (Ind. Ct. App. 1997) ("When an issue is not raised before the trial court, it is waived for review."), *trans. denied*.

ascertainable from the Agreements. Given this evidence, we cannot say the trial court abused its discretion in determining there was no agreement as to bonus rent. *See Zukerman v. Montgomery*, 945 N.E.2d 813, 819 (Ind. Ct. App. 2011) (“To be enforceable, contracts must be sufficiently definite, and amounts and prices must be fixed or subject to some ascertainable formula or standard.”).

[14] Nonetheless, MPE argues the court should have considered “the historical course of performance,” specifically that MPE had previously operated under various contracts—some written, some oral—with Rex Parsons and that under those agreements Rex had paid bonus rent. Appellants’ Br. p. 21. However, Rex died in 2020. And the 2021 Agreements at issue were between Parsons Farms LLC, established by Joseph and Jonathan Parsons, and MPE. The trial court explicitly found that “[t]he 2021 Agreements were the first and only agreements entered into between Parsons and [MPE].” App. Vol. II p. 15. As such, the trial court did not err in determining bonus rent could not be enforced under the Agreements.

[15] Affirmed.

Foley, J., and Kenworthy, J., concur.

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