

IN THE COURT OF APPEALS OF IOWA

No. 14-1152
Filed May 6, 2015

WILLIAM B. ELSON,
Plaintiff-Appellee,

vs.

ORRIE J. KOEHLMOOS,
Defendant-Appellant.

Appeal from the Iowa District Court for Polk County, Robert J. Blink,
Judge.

Appeal from order granting specific performance in action for breach of
contract. **AFFIRMED.**

David H. Luginbill and Michael J. Streit of Ahlers & Cooney, P.C., Des
Moines, for appellant.

David W. Nelmark and Stephen H. Locher of Belin McCormick, P.C., Des
Moines, for appellee.

Considered by Vogel, P.J., and Doyle and McDonald, JJ.

MCDONALD, J.

Orrie Koehlmoos appeals from an order granting specific performance that was entered following a grant of partial summary judgment in favor of William Elson on Elson's claim for breach of contract. Although the ruling granting partial summary judgment and the order for specific performance did not dispose of all claims in the case, we have satisfied ourselves that we have jurisdiction over this appeal. See *Lyon v. Willie*, 288 N.W.2d 884, 887 (Iowa 1980) ("Two final orders are possible in a single case, one putting it beyond the power of the court to put the parties in their original positions in relation to a specific issue, and the other adjudicating remaining issues in the case."); see also *Johnson v. Johnson*, 188 N.W.2d 288, 293 (Iowa 1971) (noting order to pay money from partition action to bank would put payment beyond the power of the court to restore the parties to their original positions).

We review the district court's order on summary judgment for correction of errors at law. See *Howard v. Schildberg Constr. Co., Inc.*, 528 N.W.2d 550, 552 (Iowa 1995); *Farm & City Ins. Co. v. Anderson*, 509 N.W.2d 487, 489 (Iowa 1993). We view the facts in a light most favorable to the party opposing the summary judgment motion. See *Gerst v. Marshall*, 549 N.W.2d 810, 812 (Iowa 1996). We must decide whether a genuine issue of material fact exists and whether the law was correctly applied. See *Farm & City Ins. Co.*, 509 N.W.2d at 489.

Koehlmoos argues there are several disputed issues of material fact precluding the entry of summary judgment and the subsequent order for specific

performance. Koehlmoos also argues the district court erred in applying the law regarding the interpretation of contracts. Finally, Koehlmoos argues there were disputed issues of fact precluding summary judgment on the claim for breach of the implied duty of good faith and fair dealing. We conclude the district court correctly stated and applied the controlling law and correctly determined there was no genuine issue of material fact. As set forth in the district court's thorough and well-reasoned rulings on the motions for summary judgment and order granting specific performance, the language of the contract to be enforced was plain and unambiguous, Koehlmoos breached the contract, and Elson was entitled to specific performance of the same. The judgment of the district court is affirmed without further opinion. See Iowa Ct. R. 21.26(1)(a), (d), (e); see also *O'Haver v. Moore*, No. 06-0619, 2007 WL 911887, at *2 (Iowa Ct. App. Mar. 28, 2007) (affirming grant of partial summary judgment on a claim for specific performance in real estate dispute).

AFFIRMED.