

IN THE COURT OF APPEALS OF IOWA

No. 0-327 / 09-1732
Filed May 26, 2010

**JAMES L. MILLER and
SHIRLEY A. MILLER,**
Plaintiffs-Appellants,

vs.

**SNOW ROCK DAIRIES, L.L.C. and
1ST NATIONAL BANK OF WAVERLY,**
Defendants-Appellees.

Appeal from the Iowa District Court for Butler County, Bryan H. McKinley,
Judge.

Plaintiffs appeal from the district court's entry of summary judgment in
favor of defendants. **AFFIRMED.**

Patrick G. Vickers of Vickers Law Office, Greene, for appellants.

William D. Werger of Leslie & Collins, Waverly, for appellee 1st National
Bank of Waverly.

Chad A. Swanson of Dutton, Braun, Staack & Hellman, P.L.C., Waterloo,
for appellee Snow Rock Dairies, L.L.C.

Considered by Vogel, P.J., and Potterfield and Danilson, JJ.

DANILSON, J.

James and Shirley Miller appeal the summary judgment entered in favor of Snow Rock Dairies, L.L.C. and 1st National Bank of Waverly (collectively Snow Rock) on the Millers' breach of contract action. The Millers contend the district court erred in finding that the parties' manure easement agreement created no obligation on the part of Snow Rock to provide the Millers with manure.

Upon our review of the agreement as a whole, we identify no ambiguities and find that the parties intended the manure easement to be discretionary. See generally *Walsh v. Nelson*, 622 N.W.2d 499, 503 (Iowa 2001); *Smith Barney, Inc. v. Keeney*, 570 N.W.2d 75, 78 (Iowa 1997). As the district court correctly concluded, the only reasonable interpretation of the manure easement agreement is that Snow Rock had the right, but was not required, to provide the Millers with manure to be placed on the subject real estate. We affirm the grant of summary judgment in favor of Snow Rock.

AFFIRMED.