

IN THE COURT OF APPEALS OF IOWA

FILED

SEP 28 1988

CLERK SUPREME COURT

JOHN A. JARVIS,)

Plaintiff-Appellant,)

vs.)

176

RICHARD MITCHELL and)

MARY MITCHELL,)

Defendants-Appellees,)

7-609
87-677

LAKEVIEW GOLF AND COUNTRY)
CLUB, BLAKE JOHNSON and)

DARLENE JOHNSON, and VERN)
VOGEL and BARBARA VOGEL,)

Parties in Interest-)
Appellees.)

Appeal from the Iowa District Court for Lucas County
(No. 20918), Joel D. Novak, Judge.

Plaintiff on appeal contends that he has established by acquiescence equitable estoppel and practical location the northern boundary line of the property he has under lease from Lakeview Golf and Country Club. He asserts other grounds in his appeal. **AFFIRMED IN PART AND REMANDED WITH DIRECTIONS.**

John A. Jarvis, Chariton, for plaintiff-appellant.

John D. Lloyd of Reynoldson, Van Werden, Kimes, Reynoldson, Lloyd & Wieck, Osceola, for defendant-appellee Lakeview Golf and Country Club.

Stephen P. Meyer of Meyer Law Firm, Chariton, for defendants-appellees Richard Mitchell, Mary Mitchell, and Blake Johnson. Darlene Johnson, Vern Vogel, and Barbara Vogel join in the brief of John Lloyd.

Heard by Hayden, P.J., and Sackett and Habhab, JJ.

HABHAB, J.—

This is a boundary dispute between the plaintiff-appellant, John A. Jarvis, and the defendant-appellee, Lakeview Golf and Country Club. As against the country club, the plaintiff appeals from that part of the trial court's ruling that established his northern boundary line adverse to his claim. However, as to his western boundary the plaintiff prevailed in his suits against the individual defendants. The plaintiff's southern-most boundary is not in dispute; nor is his eastern-most boundary except as to how far north it is to extend.

Background

In 1955, Lakeview Golf and Country Club acquired 250 acres of land surrounding Crystal Lake, located near West Lake, Lucas County, Iowa. The club began leasing cabin sites to its members on a first-come, first-served basis.

The club's policy was that a member could lease no more than one lot. The lease rental is an annual payment of \$25 per lot, later increased to \$50 per year. The term of the lease extends for as long as the lessee remains a member of the club in good standing, subject to certain conditions of cancellation not material here. The lessee also has the right to assign his lease to a member of the club in good standing.

In 1960, at a time when but a few lots remained, the plaintiff inquired about leasing a lot in a brushy area

north of a dam. The dam runs from southwest to northeast where an overflow swamp area forms the southern meander line of the lot where the plaintiff planned to build his home.

The club claims that because this lot did not have direct access to the lake, it leased to the plaintiff the adjoining lot to the west so as to give him shoreline and a place to locate a dock. This results in an east-west lot configuration. We set forth for easier reference defendant's Exhibit C, which describes how the defendant perceives the leasing arrangement.

The plaintiff and the club entered into two written leases identical in form except for the lot description. Each lease is dated July 1, 1960. The lots are described as:

Lot No. 4 (Lot No. 2 in the other lease) of the unofficial plat of the east side of Crystal Lake, located on the Country Club property in Section 24, Township 72 North, Range 22 West of the 5th P.M. in Lucas County, Iowa.

The record is clear that when the two lots were leased there was not in existence the "unofficial plat" referred to nor has one ever been located. Whatever was leased resulted from a meeting on the premises attended by officers of the club and the plaintiff, where the parties visually determined the boundary lines. No stakes were set, no map was drawn, and no landmarks were noted. It was only a matter of time for this cause to reach the courts.

Although there is a tendency to blame the other for the lack of a meaningful legal description, we are of the opinion that all interested parties must share the blame in this significant omission.

Although the club claims the two lots leased are in an east-west configuration as described in defendant's Exhibit C, plaintiff claims the lots are north and south of each other. The plaintiff further claims that all of the land, including the roadway located in the northern part of Schedule C, was leased to him and generally what the defendant has described in its Exhibit C as Lots 2 and 4 is in reality Lot 2 and that Lot 4 forms the property described in Exhibit C as the "unleased country club property." We set forth plaintiff's Exhibit 4 to describe the land plaintiff claims he is entitled to with the division line he projects between Lots 2 and 4.

This is the problem that confronted the trial judge. He had neither a recorded or an unofficial plat to assist him in the decision-making process. He had for his record only the vague recollections of the witnesses and the various boundary exhibits which, for the most part, represented plats that were prepared a substantial period of time after the fact.

The trial court for the most part held for the defendant club (at least as it relates to plaintiff's northern boundary) and ordered the preparation of a survey

which was to contain a metes and bounds description of the lots in accordance with its findings. We have set forth for descriptive purposes only on defendant's Exhibit C the approximate location of the boundary lines as determined by the trial court. In addition, we have set forth the "Trial Court Ordered Survey." The plaintiff appeals this part of the trial court's ruling.

As we stated above, the individual defendants were initially brought into this action because of the dispute the plaintiff had with them as to location of his western and their eastern boundary. The locations of the individual defendant's lots are set forth in defendant's Exhibit C. We note for reasons not entirely clear that L. Johnson, whose name is listed on the southernmost lot is not named as a party to this suit.

I.

This matter was tried in equity. The trial court referred to it as an equitable proceeding and the attorneys in their brief referred to it as an action in equity. Thus, it is claimed that we review the matter de novo.

We note, however, that an action brought under Chapter 650 is at law. Ashton v. Burken, 403 N.W.2d 52 (Iowa App. 1987). When an action is tried at law, we review on assigned errors of law, id. at 54, not de novo. Trimple v. Meyer, 246 Iowa 1245, 71 N.W.2d 437 (1955). When we review on assigned errors of law, the judgment of

the trial court has the effect of a jury verdict which will be affirmed if there is substantial evidence to support it. Id. at 438; Drake v. Claar, 339 N.W.2d 844 (Iowa App. 1983).

However, since all parties have treated this action as one in equity, we will also consider it in that vein. Sille v. Shaffer, 297 N.W.2d 379, 380-81 (Iowa 1980). Therefore, although we give weight to the trial court's findings, especially in regard to credibility of witnesses, we are not bound by them. Iowa R. App. P. 14(f)(7). We also give weight to the fact the trial court went to the premises in dispute and made a first-hand visual inspection of the lands in controversy.

From our de novo review of the record, it is clear to us that at the time the leases were entered into, neither of the parties knew the exact location of the boundary lines of the leased premises. We do know from the written leases that the club leased to Mr. Jarvis two lots and that those lots carry numbers 2 and 4.

As it relates to those two lots, we concur with the trial court that the record supports a finding that they are in an east-west configuration and not north-south as urged by the plaintiff. Notwithstanding the policy of the club to lease but one lot to a member, the club leased two lots to the plaintiff so he could have access to the lake, something which was not possible from the lot where

plaintiff's residence was to be located. This was the clear intent of the parties at the time the leasing arrangements were entered into. We find that the plaintiff has failed to prove that he leased any property north of the boundary which we will hereafter fix.

Thus, we agree with the plaintiff, as partly argued in his brief, that the real issue is whether he acquired rights to the disputed tract either by acquiescence, estoppel, or practical location. We turn first to plaintiff's assertion that he has established his north boundary to and including the roadway under the doctrine of acquiescence.

That doctrine as pointed out by plaintiff is codified as special proceedings "Disputed Corners and Boundaries" at Chapter 650 of the Code. Section 650.14 provides:

If it is found that the boundaries and corners alleged to have been recognized and acquiesced in for ten years have been so recognized and acquiesced in, such recognized boundaries and corners shall be permanently established.

The meaning of "acquiescence" under section 650.14 is well settled. It is the mutual recognition by two adjoining landowners for ten years or more that a line, definitely marked by a fence or in some manner, is the dividing line between them. Acquiescence exists when both parties acknowledge and treat the line as a boundary. Sille v. Shaffer, 297 N.W.2d 379 (Iowa 1980); Drake v. Claar, 339 N.W.2d 844 (Iowa App. 1983). Acquiescence must,

in large part, be determined in light of the factual situation presented. Davis v. Hansen, 224 N.W.2d 4 (Iowa 1974).

Acquiescence does not presuppose an agreement to a line. On the contrary, an agreement to a boundary is to be inferred from long acquiescence, Kelly v. Harrison, 139 Iowa 383, 116 N.W. 327 (1908); further, as it relates to acquiescence, knowledge on the part of both parties is a condition precedent to its existence. Sille v. Shaffer, 297 N.W.2d at 381. But knowledge is sufficient if both parties are aware of the fence or other line and of the fact that both adjoining landowners are, for the required period, treating it as a boundary. Sille, 297 N.W.2d at 381.

It goes without saying that the plaintiff has the burden of establishing the north boundary he claims by acquiescence through clear evidence. The trial court held that plaintiff failed to do so. Our de novo review brings us to the same conclusion.

The plaintiff is a member of the country club. Prior to 1966, plaintiff mowed only that area located immediately around his residence which could be mowed by hand and which also is the area which the club claims was the area contemplated by the lease. The more extensive mowing began sometime in 1966 and was done in a partial manner in order to leave grass and brush around trees for ground cover for

animals. Over the years the mowing gradually expanded to the entire area north of plaintiff's residence

The plaintiff also used the northern property to train his hunting dogs. However, he also used other areas belonging to the country club to train his dogs. It is true the club did not object to these activities, but it is equally true the club, through its officers and members, did not consider such activities to be an indication of ownership of any leasehold rights.

In addition, other lessees who also are members of the club regularly mowed and used property they did not lease in order to improve the general looks of the area and to help maintain the country club property. This was a common practice.

Furthermore, and as the trial court found, there is competent testimony that this disputed property was used for activities by other members of the country club for parking cars for picnics and for wintertime sports. In addition, adjoining property owners to the west used and mowed a part of the very property the plaintiff claims he has a leasehold interest in. The record further confirms that this northern area was used by adjoining lot owners to gain access to the rear of their lots.

Although we do not necessarily consider it determinative, a substantial number of witnesses considered the property in dispute to be property belonging to the

country club, and the club officers stated that they relied upon members to mow the grass on property which the club owned.

We are not convinced that Mr. Jarvis is completely certain as to the extent of the boundaries of the disputed property. He retained John Hesling to prepare his Exhibit 4. Mr. Hesling testified that the line location between Lots 2 and 4 was based on an "arbitrary location." It was selected "so that there would be approximately the same amount of property between your [Jarvis] house to the north as there is to the south, east and west. And also to lay out a line which would leave usable portions to the north."

The same is true as to the north boundary line where the road is located. The people on both sides of that road use it for access. When Mr. Jarvis was asked who it was with the country club that agreed to lease him property that included the road, he answered, "There was no agreement." Nonetheless, he claims the road as a practical way of handling the road property to assure interested parties, by the granting of easement rights, perpetual access to their property. However commendable this may be, his uncertainty as to the extent of the northern boundary tends to negate his position that there is a definite boundary line acquiesced in by the adjoining owners.

We conclude as the trial court did that the plaintiff has failed to prove the northern boundary he claims under the doctrine of acquiescence. It is doubtful at best that there is sufficient proof plaintiff and the defendant club acquiesced for any period in a definite boundary line. Trimple v. Meyer, 246 Iowa 1245, 71 N.W.2d 437 (1955).

Nor do we find that the equitable doctrine of estoppel is of any aid to the plaintiff. This doctrine does apply to an interest in real estate whenever necessary to prevent injustice. The plaintiff cites us to Johnson v. Johnson, 301 N.W.2d 750 (Iowa 1981), where it is stated:

We note initially that the traditional elements of equitable estoppel, which must be demonstrated by clear, convincing and satisfactory evidence . . . are generally delineated as (1) a false representation or concealment of material facts; (2) a lack of knowledge of the true facts on the part of the actor; (3) the intention that it be acted upon; and (4) reliance thereon by the party to whom made, to his prejudice and injury.

Id. at 754. The doctrine comes nearer the rule of adverse possession, although by its application one may be estopped before the ten years essential to adverse possession have expired. Trimple v. Meyer, 246 Iowa 1245, 71 N.W.2d 437 (1955).

The plaintiff has failed to prove equitable estoppel by the requisite degree of proof. There was no false representation or concealment of a material fact. All parties, including the plaintiff, were uncertain as to the exactness of the boundary lines. We are also convinced

that all interested parties knew there was not an unofficial plat in existence at the time the lease was entered into.

We have searched the record and, except for the plaintiff's testimony, find no competent evidence that the north area in dispute was ever represented to be included in the lease arrangements. In addition and as expressed in Kennedy v. Oleson, 251 Iowa 418, 100 N.W.2d 894, 900 (1960), "The theory of estoppel . . . requires an owner who sees his neighbor in good faith assume a line to be a true line and act upon that assumption, and build valuable improvements, to speak or he will be estopped." In Trimple v. Meyer, 246 Iowa at 1251, 71 N.W.2d at 440-41. The court, in explaining this doctrine, states that the doctrine requires that there be a permanent and substantial improvement placed on the real estate in reliance upon the assumed existence of a boundary line. The Trimple court cited the following from 11 C.J.S. Boundaries § 75:

Where no permanent or substantial improvements have been made, the doctrine of estoppel cannot be invoked.

The record is clear that the plaintiff since 1966 has mowed the affected area. But we are not prepared to say that the partial mowing which later included a substantial part of the entire area is of sufficient value to support the doctrine of equitable estoppel. Although not necessarily determinative, there are cases which have held

that placement of a clothesline and sidewalk, extension of a stone wall and building, and ordinary fences are not of sufficient value to support the doctrine of equitable estoppel

Nor do we believe that the doctrine of practical location applies here. For it to apply, Mr. Jarvis must prove that there is (1) a disputed, indefinite, or uncertain boundary, (2) an interest to settle the dispute by fixing a boundary, and (3) the creation of a boundary which is clearly marked on the land and which is either self-evident or pointed out at the time of the conveyance. Kendall v. Lowther, 356 N.W.2d 181 (Iowa 1984). We find from the record that the plaintiff has failed in his burden to prove elements 2 and 3 above. The record is entirely void of any intent on the part of the parties to settle the dispute by fixing a boundary nor has there been a creation of a boundary which is clearly marked on the land and which is self-evident and was pointed out at the time of the conveyance.

For each and all of the foregoing reasons, we determine that the plaintiff has failed to prove the north boundary line he claims by acquiescence, practical location, or estoppel.

II.

The appellant under division 2 of his brief and argument lists as a statement of issue:

Did the trial court without proper rulings over valid timely objections unreasonably give controlling weight to incompetent, irrelevant, hearsay testimony concerning the north boundaries of plaintiff's leased lots?

In his argument under this division, "Plaintiff insists that this appellate Court review the questions, objection and especially the views of the retrial Court or the lack of them about the issues herein as shown in the record." We have done so.

Much of the testimony complained of by the appellant is relevant and thus admissible under Iowa Rule of Evidence 401. That rule provides:

"Relevant evidence" means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.

Generally, the determination of relevancy is left with the trial court's discretion. From our examination of the record, we do not find an abuse of that discretion.

The appellant complains that the trial court relied on hearsay testimony. In this respect, we first note that the objection he made to the testimony in question was one of relevancy. A hearsay objection was not made. Although the testimony might have been inadmissible if challenged by proper objection, the objection(s) made under the record does not fall within that category.

We have said many times we will consider only those objections made in the trial court. In re Marriage of

Boyd, 200 N.W.2d 845 (Iowa 1972). Moreover, we do not find that the court either directly or inferentially relied on the objectionable testimony in its ruling nor does the appellant direct to our attention any part of the court's ruling where he claims that the trial judge relied on inadmissible evidence. In addition, it cannot go unnoticed that when the objection was made the court sitting in equity properly allowed the testimony to come in over the objection, but it did state on the record that "I agree with Mr. Jarvis, I won't put weight, if any, on the response. For the purpose of the record, he may answer."

From our de novo review of the record, we do not find that the trial court considered testimony that was rendered inadmissible by a proper objection.

III.

The appellant under Division 3 lists as his statement of issue:

Where the defendants, Mitchells, and the parties in interest, Johnsons and Vogels, failed to file any answer to the second amended petition and failed to object or otherwise respond to plaintiff's request for admissions, did the trial court err in failing to rule on the default and on the admissions as to said parties?

First, we do not find in the trial record where the plaintiff moved for a default. Without such motion, there was nothing pending before the court.

As it relates to the request for admissions, we note there is a dispute in the trial record as to whether they

were ever received by the individual defendants. This dispute arose at the time the application for sanction motions was under consideration. In this respect, the following dialogue appears in the trial record:

THE COURT: And do I have any motion to compel concerning these other defendants?

MR. JARVIS: Well, there were a number of motions on February 26, '85. I filed a motion to--well, I see an answer filed in that respect. Your Honor, I would submit that I be permitted to later review the entire record.

THE COURT: That's fine. Let's not take up the time now. Let's review it and if someone has some problems with it, I can address it then.

The record does not reveal that the court was ever again alerted to any motion that needed his attention.

Be that as it may, we do not read the rules of civil procedure to require a court ruling to confirm admissions when a party fails to timely answer a request for admissions. In this respect, rule 127 provides that, "A party may serve upon any other party a written request for admissions" That rule further provides, "The matter is admitted unless, within thirty days after service of the request . . ., the party to whom the request is directed serves upon the party requesting the admission a written answer or objection" And rule 128 provides, "Any matter admitted under R.C.P. 127 is conclusively established in the pending action" We conclude that by the rule itself the request for admissions stands admitted when the requested party fails to timely respond by answer or objection. A court order or ruling is not necessary.

The appellant calls to our attention that the trial court did not enter a ruling on the individual defendants' failure to file an answer to his second amended petition. Again, there is nothing in the record directing this part of the controversy to the attention of the trial court. As previously pointed out, the plaintiff did not move for a default.

Rule 102 provides:

Every fact pleaded and not denied in a subsequent pleading as permitted by these rules shall be deemed admitted

Thus, by virtue of the rule itself, every fact pleaded and not denied in a subsequent pleading is deemed admitted subject to the exceptions set forth in that rule. A court ruling confirming this circumstance is not necessary.

We concur with the plaintiff that generally those material facts pleaded in the amended petition that apply to the individual defendants and which were not denied by them, except for the exceptions set forth in rule 102, stand admitted. Our de novo review does not reveal that the trial court in its ruling made findings as to the individual defendants inconsistent with those facts in the pleadings that were not denied by them.

Insofar as the request for admissions is concerned, it is true as the plaintiff states that the failure to timely answer or object results in an admission that is conclusively established in this action. But we do not

find from the record that the plaintiff ever introduced into evidence or attempted to use any of the requests for admissions during the course of the trial. It is not for the trial court to search through the admissions and see which apply to the case. It is for the moving party to bring them forward.

As it relates to the individual defendants, the trial judge supported the plaintiff's position insofar as his western boundary line is concerned. As he points out in his brief, he has no quarrel as to his western boundary.

IV.

The appellant, under division V, lists as his statement of issue:

May the trial court over timely and specific objections order and accept a survey plat with metes and bounds descriptions dividing four lots owned by the Lakeview Golf and Country Club and occupied under leases to the parties in direct violation of the Code Chapter 409?

In this respect, the appellant relies on Iowa Code section 409.1, which provides:

. . . a proprietor of a parcel of land of any size who divides the property into . . . three or more parts, any of which are described by metes and bounds description and are ten acres or less, . . . shall have a plat made of the subdivision. . . . subject only to the requirements of section 409.3, 409.14.

He also cites us to Iowa Code section 409.14:

. . . . the city council shall have authority by ordinance to prescribe reasonable rules and regulations governing the form of said plat

The plaintiff-appellant under this division refers us to his Exhibit 15, which is a recorded plat of the west side of the lake. He interrogated witness Ruth Davis, then president of the country club, as to whether the plat was in proper form. Mr. Jarvis apparently offered this testimony to test the witness's knowledge as to the platting laws of this state.

In his brief, he states, "We insist that the club's ordered and filed plat survey be rejected for noncompliance with the Code Chapter 409 requiring appellant reversal." We assume appellant is referring to the plat of lots on the west side of the lake. But the legality of this plat was never at issue during the trial. Accordingly, we decline to consider it on appeal.

As it relates to the court-ordered survey, the trial court found boundary lines as requested by the interested parties. The trial court then ordered that the survey with attached legal description be filed with it. The survey merely memorialized the trial court's findings. From those legal descriptions the trial court entered judgment establishing the boundary lines of the property in dispute.

We do not believe the trial court in fixing the boundaries of the properties in dispute is creating a subdivision within the meaning of the sections of the Code cited by appellant. We believe the trial court is adjudicating a dispute concerning location of boundaries

between a proprietor who has leased his real estate and the proprietor's tenants.

Nor can the appellant complain because the trial court fixed the boundaries. When the cause was submitted, all parties in interest either in their briefs or proposed judgment entry submitted to the court that it should fix the boundaries. The appellant, in his December 9, 1985, trial brief, stated, "It will or should be conceded by all parties that the court in equity will establish the boundaries, enjoin trespass, and order admitted encroachments removed."

The trial court's decision in this respect is clearly within the record and within its equitable powers.

V.

Summary

We affirm the trial court in all respects except as follows:

1. We agree with the trial court that the plaintiff has failed to prove his claim to the disputed property under either of the doctrines of acquiescence, estoppel, or practical location. But we believe that the northern boundary line of the two lots under lease (Lots 2 and 4 under the lease and Parcels 1 and 2 of the court-ordered plat of survey) as fixed by the trial court is not consistent with the record.

The trial court found that the "north boundary line of plaintiff's leasehold property is in the approximate location of the division line between the premises leased to defendant B. Johnson and defendants Mitchell." We agree. The trial court then stated that the line was at the "approximate lot line" as shown on defendant's Exhibit C. We disagree for that line is some 37 feet south of the division line between B. Johnson and Mitchell.

We, therefore, remand this case to the trial court with instructions that the north boundary of plaintiff's leasehold be fixed at the location of the division line of B. Johnson and Mitchell, which we compute as approximately 37 feet north of the north boundary line of the plat survey ordered by the court. The new north boundary line as fixed by us shall then run east-west parallel with the line as fixed in the court-ordered survey. From our de novo review, we consider the placement of this line to be more consistent with the record. By making the line parallel with the line as court ordered, we note that it is also consistent with the north boundary line of Lot 2 as projected by the plaintiff in his Exhibit 4, although it is some 25 feet south of plaintiff's north projected line of Lot 2.

2. We turn next to the plaintiff's request for reformation and in conjunction therewith we refer to Division IV of appellee's brief where it is stated: "If in

fact the trial court has reformed the leases, then the trial court may be affirmed for having reached the correct result, even though the reasons given for that result by the trial court were not correct." We agree with this statement. Denniston & Patridge Co. v. Mingus, 179 N.W.2d 748 (Iowa 1970).

Reformation of a written instrument may be granted only upon clear, satisfactory, and convincing evidence of fraud, deceit, duress, or mutual mistake. Iowa R. App. P. 14(f)(11). A party seeking reformation bears the burden of proving both the basis for reformation as well as the true intent of the parties at the time the instrument was made. Rodgers v. Cummings, 244 Iowa 116, 56 N.W.2d 12 (1953).

We believe a mutual mistake as to boundary line existed here. Further, the parties were mistaken about the existence of or intent to create an unofficial plat as referred to in the lease. Although the trial court corrected this problem by establishing boundary lines, we are of the opinion that the two leases should be reformed in such manner as to include the correct legal descriptions.

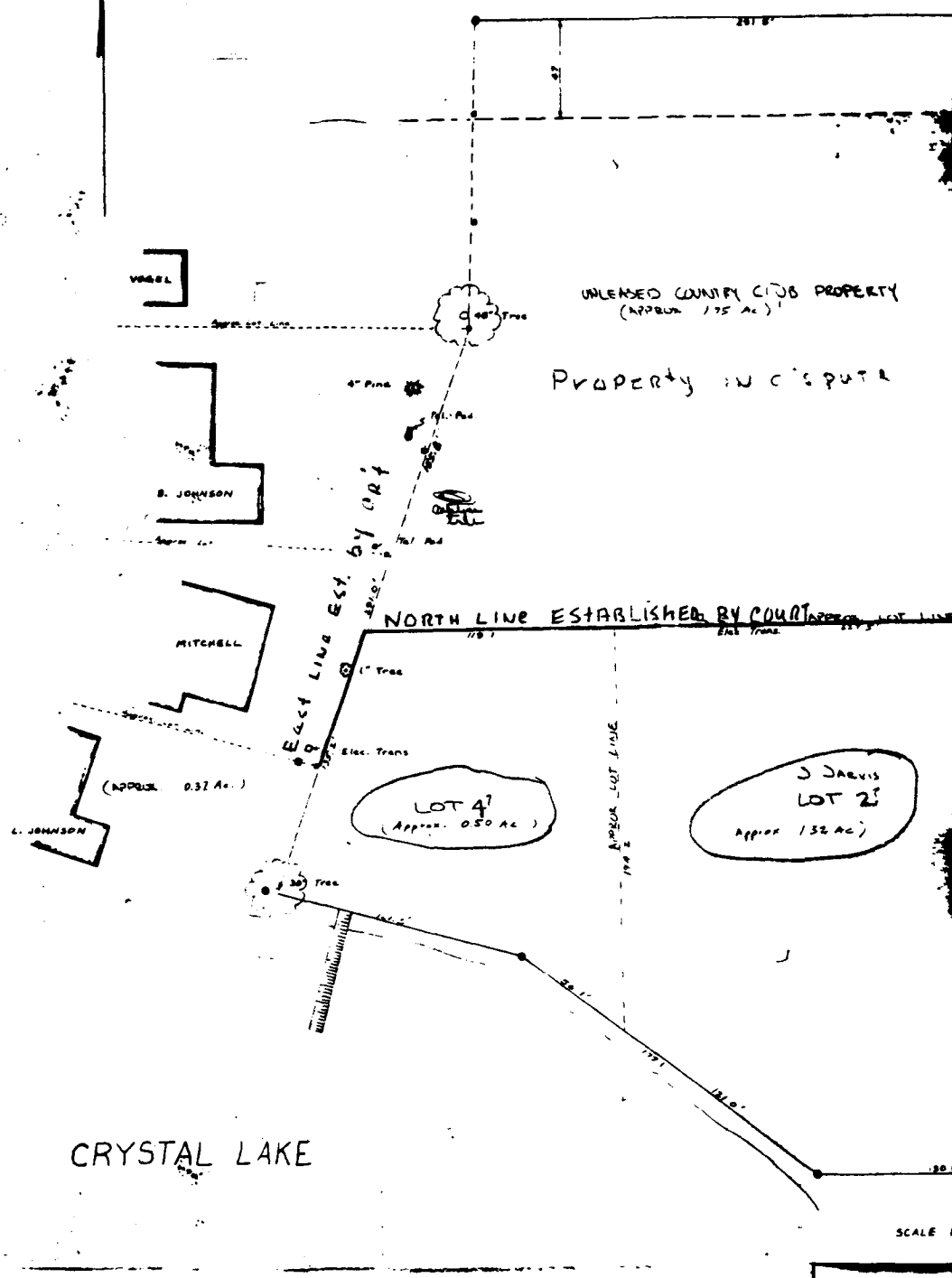
We, therefore, further remand with directions that the trial court order the reformation of the two leases in such manner as to include in the one lease the correct boundaries of Lot 2 as described by us and in the other

lease a reformation as to Lot 4 with the boundaries as described by us.

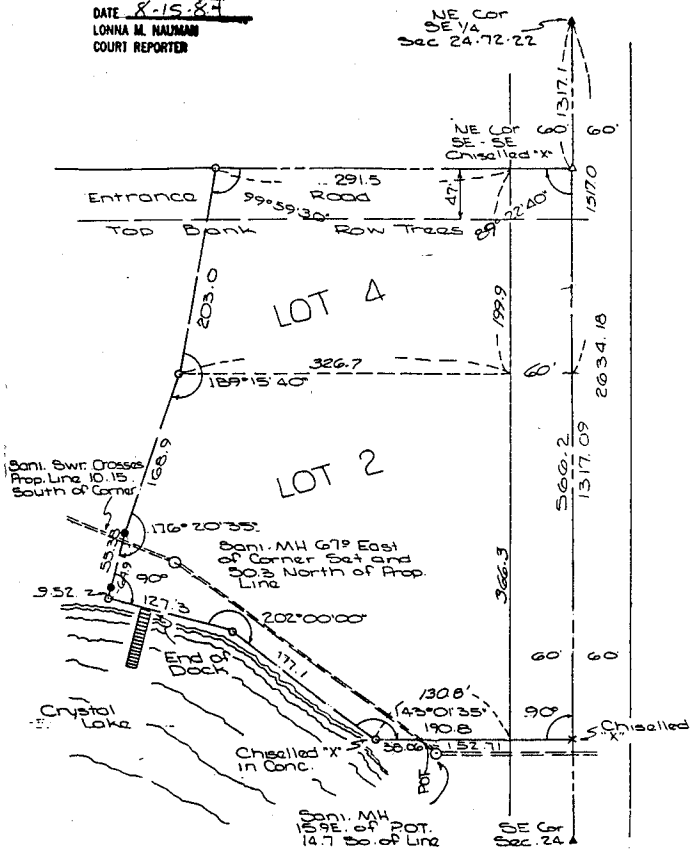
AFFIRMED IN PART AND REMANDED WITH DIRECTIONS.

All judges concur except Sackett, J., who specially concurs.

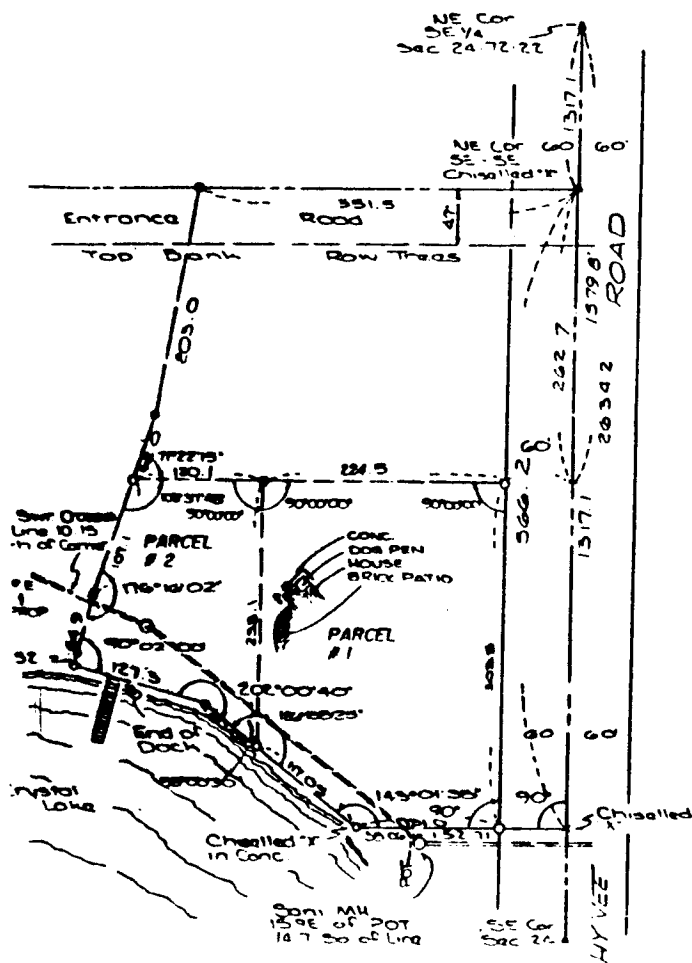
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Reis
 EXHIBIT # 4
 DATE 8-15-87
 LONNA M. NAUMANN
 COURT REPORTER



TRIAL COURT ORDERED SURVEY



PARCEL #1

PLAT OF SURVEY

Of a portion of the SE 1/4 of the SE 1/4 of Section 24, Township 72 North, Range 22 West of the 5th P.M.; commencing at a point 1579.8 feet south of the NE corner of the SE 1/4 of said Section 24, thence West 60 feet to the point of beginning; thence South 303.5 feet; thence West 131.0 feet; thence North 53° 01' 35" West 117.05 feet; thence North 233.1 feet; thence East 224.5 feet to the point of beginning.

PARCEL #2

PLAT OF SURVEY

Of a portion of the SE 1/4 of the SE 1/4 of Section 24, Township 72 North, Range 22 West of the 5th P.M.; commencing at a point 1379.8 feet south of the NE corner of the SE 1/4 of said Section 24; thence West 284.5 feet to the point of beginning; thence South 123.1 feet; thence North 53° 03' 30" West 60.05 feet; thence North 75° 04' 10" West 127.3 feet; thence North 14° 33' 30" East 64.9 feet; thence North 16° 37' 48" East 107.1 feet; thence East 120.1 feet to the point of beginning.

- Pipe Found
- Pipe Set
- ▲ Sac. Cor. Fd.
- ▲ Sac. Cor. Set



I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

JOHN W. HEYLING, L.A. Love Flag 4th, 2000

John Jarvis
Chariton, Iowa
FBI

SCALE	1"=100'	DATE	5 12 83
DRAWN	SJA	TRACED	CKD
GARDEN B ASSOCIATES, LTD			
OSKAHOOSA, IOWA			