

STATE OF MICHIGAN
COURT OF APPEALS

SHALAN SAMONA,

Plaintiff-Appellant,

v

LEC PROPERTIES, MARK G. LANDROW,
GENESIS CORRECTION CENTER, PETER
ELLIOTT, ROSELYNN HUMES, SANDRA
WHALEY, STEPHENIA BOYD, CHERYL
PERRYMAN, DOLORES WALKER and STACY
ALSTON,

Defendants-Appellees.

UNPUBLISHED
October 10, 1997

No. 195373
Wayne Circuit Court
LC No. 95-504172 NO

Before: Doctoroff, P.J., and Cavanagh and Saad, J.J.

MEMORANDUM.

Plaintiff appeals as of right from the summary dismissal of his premises liability action. We affirm. This case is being decided without oral argument pursuant to MCR 7.214(E).

Where plaintiff was criminally assaulted in the middle of the night in a poorly lit parking lot in a high crime area, plaintiff has failed to demonstrate that defendants created a dangerous condition on their premises that enhanced the likelihood of plaintiff's exposure to criminal assaults and, thereby, has failed to demonstrate that defendants owed a duty to plaintiff to protect him from the criminal acts of third parties. *Stanley v Town Square Cooperative*, 203 Mich App 143, 146, 149-151; 512 NW2d 51 (1993). Furthermore, although those foreseeably injured by the negligent performance of a contractual undertaking are owed a duty of care, *Osman v Summer Green Lawn Care, Inc*, 209 Mich App 703, 708; 532 NW2d 186 (1995), the contract entered into between defendants and the federal government for the operation of the Genesis Correction Center does not give rise to a duty of care owed to plaintiff to protect him against the criminal acts of third parties. Read in context, the term "safekeeping" is not meant to impose an obligation upon defendants to protect plaintiff and other residents of the corrections center from third-party criminal acts, but instead is unambiguously meant to impose a duty upon defendants to protect the public by providing that which is necessary to keep the

residents of the corrections center in custody and from escape. Thus, plaintiff cannot sue on the contract as a third-party beneficiary

because the contract fails to reflect an intent to confer a direct benefit upon him. MCL 600.1405(1); MSA 27A.1405(1); *Alcona Community Schools v State of Michigan*, 216 Mich App 202, 204-206; 549 NW2d 356 (1996); *Dynamic Construction Co v Barton Malow Co*, 214 Mich App 425, 427-428; 543 NW2d 31 (1995).

Affirmed.

/s/ Martin M. Doctoroff

/s/ Mark J. Cavanagh

/s/ Henry W. Saad