STATE OF MICHIGAN

COURT OF APPEALS

S GROUP LIMITED PARTNERSHIP,

Plaintiff-Appellant,

v

ADAMS OUTDOOR ADVERTISING COMPANY,

Defendant-Appellee.

UNPUBLISHED
November 25, 1997

No. 194379
Ingham Circuit Court
LC No. 95-081894 CK

Before: Jansen, P.J., and Fitzgerald and Young, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the summary dismissal of his action for injunctive relief and for breach of a lease. We affirm.

The language employed in the first clause of ¶6 of the lease clearly establishes that, after the initial ten-year term of the lease, the lease converts to an automatically renewing year-to-year lease on the same terms and conditions as existed during the original ten-year term of the lease. *Meagher v Wayne State University*, 222 Mich App 700, 721; 565 NW2d 401 (1997); *Briarwood v Faber's Fabrics, Inc*, 163 Mich App 784, 791; 415 NW2d 310 (1987). The phrase "shall not exceed" employed in the second clause of ¶6 clearly establishes that the clause is a limiting provision which sets the upper limit on the number of times the lease automatically renews. Moreover, by establishing an upper limit on the number of times the lease renews, the same limiting provision implies that the lease may terminate before the end of the ten-year limit on the automatic renewals.

The question becomes, then, under what circumstances may the lease terminate before the end of the ten-year limit on the number of times the lease renews. The lease clearly indicates that its terms and conditions automatically renew yearly for a period of no more than ten years unless the lessee provides the lessor with a thirty-day notice to quit if any of the conditions precedent set forth in ¶5 of the lease have occurred. Because none of the conditions precedent set forth in ¶5 have occurred and because the terms of the lease do not allow for the lessor to terminate the lease before June 1, 2000, the trial court properly granted summary disposition.

The trial court did not err when it refused to consider the affidavit submitted by plaintiff or to allow plaintiff to engage in further discovery because parol evidence is not admissible to vary a contract that is clear and unambiguous. *Goodwin v Orson E Coe Pontiac, Inc*, 392 Mich 195, 209; 220 NW2d 664 (1974); *Meagher, supra*, p 722.

Affirmed.

/s/ Kathleen Jansen
/s/ E. Thomas Fitzgerald
/s/ Robert P. Young, Jr.