STATE OF MICHIGAN

COURT OF APPEALS

GEORGE ADAMS, JR., and ISABELLE ADAMS, Plaintiffs/Counter-Defendants-Appellees,	UNPUBLISHED October 25, 2007
v	No. 275324 Macomb Circuit Court
SALVATION ARMY, Defendant/Counter-Plaintiff-Appellant.	LC No. 06-000816-CK

Before: Owens, P.J., and Bandstra and Davis, JJ.

PER CURIAM.

In this contract case, defendant appeals as of right from the circuit court's order granting summary disposition to plaintiffs. We affirm. This case is being decided without oral argument in accordance with MCR 7.214(E).

Defendant leased space from plaintiffs for a thrift-store outlet. The contract specified that plaintiffs would "place all mechanical equipment . . . in good working order on delivery of the lease premises." (lease reproduced by defendant as Exhibit 1, ¶ 9). However, the lease held defendant "responsible for the installation and costs of any additional required fire suppressant system that may be required to obtain an occupancy permit." (*Id.* at ¶ 17).

After defendant took possession of the premises, a municipal authority noted that the premises were not up to pertinent code requirements for want of an automatic sprinkler system (see defendant's Exhibit 2). Plaintiffs installed the required system, and then brought suit against defendant for reimbursement of the cost. Defendant counterclaimed, asserting that plaintiffs created a nuisance and breached the contract for having failed in the first instance to satisfy code requirements.

On cross motions for summary disposition, the trial court found for plaintiffs, explaining as follows:

> The language is clear. What was there, was there. Anything additional is going to be in the responsibility of the lessee.

> And the Court having heard the arguments, reviewing the pleadings in this matter, although I'm reluctant to rule against the Salvation Army, which I think is one of the finest charitable organizations there is, but nonetheless they executed this lease and as such the Court is granting summary disposition to the plaintiffs. [11/13/06 proceedings, 5-6]

Asked to clarify, the court added for the record that it had concluded that the fire suppression equipment that plaintiffs installed was "additional" for purposes of the contract (*id.* at 6).

We review a trial court's decision on a motion for summary disposition de novo as a question of law. *Ardt v Titan Ins Co*, 233 Mich App 685, 688; 593 NW2d 215 (1999). Contract interpretation likewise presents a question of law, calling for review de novo. *Archambo v Lawyers Title Ins Corp*, 466 Mich 402, 408; 646 NW2d 170 (2002). The primary goal in contract interpretation is to ascertain and effectuate the intent of the parties. *Old Kent Bank v Sobczak*, 243 Mich App 57, 63; 620 NW2d 663 (2000). To determine the parties' intent, we read the document as a whole and attempt to apply its plain language. *Id.* Where the contractual language is not ambiguous, its construction is a question of law for the court. See *id.* at 63-64.

Defendant emphasizes the word "additional" in the contractual provision obligating it to cover the costs of "any additional required fire suppressant system," and argues that, in light of plaintiffs' general duty to ensure that all "mechanical equipment" was in working order, plaintiffs had the initial duty to provide a sprinkler system, defendant's own duties in the matter arising only if the need for something "additional" arose. We disagree.

As defendant took possession of the premises, the mechanical equipment included no sprinkler system, working or not. That such a system had to be *added* in order for defendant to continue its lawful occupancy brought about the situation precisely envisioned by the contract language. We further note that the provision in question speaks of "any additional . . . system," as opposed to any "addition to the system," or mere "upgrade," thus indicating that what it covers is the possibility that an entire system may have to be added.

Because we hold that the trial court correctly interpreted the lease on its face, we need not consider defendant's arguments concerning whether the trial court resorted to extrinsic evidence in reaching its conclusion. See *Zimmerman v Owens*, 221 Mich App 259, 264; 561 NW2d 475 (1997) (we will not reverse when the trial court reaches the correct result regardless of the reasoning employed).

Affirmed.

/s/ Donald S. Owens
/s/ Richard A. Bandstra
/s/ Alton T. Davis