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This memorandum is uncorrected and subject to revision before  
publication in the New York Reports.  
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No. 9

Myra Lehman,

Appellant,

v.

North Greenwich Landscaping, LLC

et al.,

Respondents.

Arthur Paul Condon, Jr., for appellant.

Thomas D. Hughes, for respondent Horton School  
Associates.

George R. Dieter, for respondent North Greenwich  
Landscaping, LLC.

MEMORANDUM:

The order of the Appellate Division should be affirmed,  
with costs.

Defendant-respondent North Greenwich Landscaping, LLC,  
in contracting to render snow removal services to property owner  
Horton School Associates, did not assume a duty of care toward

third parties who used the property (see e.g. Eaves Brooks Costume Co. v Y.B.H. Realty Corp., 76 NY2d 220, 226 [1990]; Moch Co. v Rensselaer Water Co., 247 NY 160, 167-168 [1928]). In the circumstances of this case, the Appellate Division correctly held that the property owner did not relinquish its duty to inspect and safely maintain the premises (see Espinal v Melville Snow Contrs., 98 NY2d 136, 141 [2002]).

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Order affirmed, with costs, in a memorandum. Chief Judge Lippman and Judges Ciparick, Graffeo, Read, Smith, Pigott and Jones concur.

Decided February 10, 2011