2014 IL App (3d) 130012-U

Order filed January 13, 2014

IN THE

APPELLATE COURT OF ILLINOIS

THIRD DISTRICT

A.D., 2014

LORI A. DeGROOT and CALVIN DeGROOT, Plaintiffs-Appellants, v. CGH MEDICAL CENTER, a municipal corporation and SISSON LAWN AND LANDSCAPING, Defendants-Appellees, and LORI A. DeGROOT and CALVIN DeGROOT, Plaintiffs-Appellants, v. SISSON, INC., an Illinois Corporation, Defendant-Appellee.	)	Appeal from the Circuit Court of the 14th Judicial Circuit, Whiteside County, Illinois, Appeal No. 3-13-0012 Circuit Nos. 07-L-80ST 08-L-74ST Honorable John L. Hauptman, Judge, Presiding.

JUSTICE SCHMIDT delivered the judgment of the court.
Justices Holdridge and O'Brien concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not err in granting defendants' motions for summary judgment where plaintiff failed to adduce any evidence raising the inference that the snow and ice upon which she feel was anything other than a natural accumulation.

¶ 2 Plaintiffs, Lori and Calvin DeGroot, brought this personal injury action against defendants, CGH Medical Center (CGH) and Sisson Lawn and Landscaping (Sisson), seeking to recover damages for injuries Lori sustained when she slipped and fell in CGH's parking lot. Calvin brought a derivative loss of consortium claim. The circuit court of Whiteside County granted both defendants' motions for summary judgment. Plaintiffs appeal, claiming, *inter alia*, a genuine issue of material fact exists as to whether the snow and ice Lori slipped upon was an unnatural accumulation caused by the defendants' negligence. We affirm.

¶ 3 BACKGROUND

¶ 4 CGH is a municipal hospital doing business in Sterling, Illinois. CGH contracted with Sisson for snow removal and salting services. The entities entered into a one-page agreement on October 16, 2006, which calls for Sisson "to furnish snowplowing services for" CGH's properties.

¶ 5 The document states:

> "This agreement provides for the following specified services:
>
> ●Snow is to be removed upon request of CGH;
>
> ●Salt is to be spread at the request of CGH;
>
> ●Locations may be added at the accepted rate listed on your proposal agreement;
>
> ●Invoices shall list all pieces of equipment used and their charges per hour;
>
> ●Invoices shall list charges for salting services."

¶ 6 On December 1, 2006, 11 to 12 inches of snow fell at CGH. No snow fell from December 2, 2006, through December 4, 2006. On December 1, CGH requested Sisson to remove snow and apply salt, which defendant did from December 1 through December 3, 2006. Sisson provided approximately 77.5 labor hours plowing snow, applying salt, and hauling snow from the CGH premises. After Sisson completed its work, CGH never requested Sisson employees to return and perform additional services.

¶ 7 Plaintiffs filed this personal injury lawsuit following Lori's fall in CGH's parking lot. The fall occurred on December 4, 2006. Lori alleged that she fell on ice and snow while attempting to enter her vehicle. She claimed defendants were negligent in failing to maintain the parking lot, failing to inspect the parking lot, removing snow in a manner that caused an unnatural accumulation, and failing to remove unnatural accumulations.

¶ 8 Lori testified in her deposition that she first arrived at CGH at 12:45 p.m. on December 4, 2006, after her father was transported there by ambulance. She parked in a CGH lot. She went to her car once during her visit, at approximately 3 p.m., to retrieve her cell phone. Both upon her arrival and when she went to retrieve her cell phone, she noticed that the ground in the parking lot was covered with snow and ice.

¶ 9 Lori proceeded to leave CGH at approximately 7 p.m. that night. She left with her mother, Louise Avrola, through the emergency department door and walked to her mother's car. Louise drove Lori to Lori's car, stopping behind the car to let Lori out. Lori walked 10 to 15 steps to her car, where she fell while opening the driver-side door. Lori claimed she slipped on ice. The fall occurred in the space between parked cars.

¶ 10 Lori described the ground where she fell as "icy. Ice and snow." She claimed the ice was three to four inches thick. For the entire 10 to 15 steps, Lori traversed ice with snow on top of it.

The ground where she fell was "slightly sloped," which Lori believed was "probably for drainage purposes." She did not observe signs that salt had been applied to the area where she fell.

¶ 11 Louise testified that she did not inspect the area where Lori fell, although she did remember it being icy and rough. The surface of the ice did not look like it had been affected by cars driving over it, but, instead, was "bumpy and rough." Louise did not remember having to walk carefully to get to her car and did not witness Lori's fall. After the fall, Louise and Lori walked into the hospital together without incident.

¶ 12 Lori called her husband, Calvin DeGroot, to the scene after she slipped. Calvin did not inspect the area near Lori's driver-side door that night. Several days later, however, at Lori's instruction, Calvin returned to the scene out of concern that the ground was dangerous.

¶ 13 Calvin testified that he visited the site of the slip-and-fall on December 7, 2006, to investigate the precise spot where Lori fell and to move her vehicle. He noted there "was specifically a slick ice patch with a lip on it, because I had to hang on tight to the car. And the adjoining area, it was crusted snow. Some areas with that–they were rutted." Calvin described the dimensions of the ice patch as "just enough so you could fall down and hurt yourself." He observed no signs that salt had been applied to the area. Eventually, Calvin photographed the area where Lori fell.

¶ 14 As a letter carrier, Calvin claimed familiarity with how snow melts and ice forms. When opining on how the ice formed in the area of the fall, Calvin stated:

> "I am sure I know how it was when they plowed the lot, that was a low spot and it didn't get hit and it wasn't touched, or it was skimmed. And it could have been the blade, it could have compacted, leaving that in the middle of the lot."

¶ 15 Calvin concluded that plowed snow melted, refroze, and left ice where Lori fell. However, when specifically asked about the snow and ice he observed in the area near Lori's car, and whether it appeared "to have been snow that had fallen from the sky and landed in that parking lot as opposed to being pushed there or plowed there," Calvin stated, "I don't know."

¶ 16 Debra Paul visited the CGH parking lot in which Lori fell on December 2, 2006, through December 5, 2006. She claimed the lot was "snowy and icy at all times" during that period. She noted that she had to hold on to cars when walking between them as it was "deep and icy" between the cars. She noted there "was ice everywhere."

¶ 17 Mark Sisson testified as to the method Sisson uses to plow the CGH lot in question. The plow depth is set all the way down to the pavement. The plow floats over the topography of the lot. If there is a depression in the lot, snow and ice will be left in the depressions.

¶ 18 Mark spot checks every snow removal job. If there are any trails of snow leftover, he instructs his employees to remedy them.

¶ 19 In this lot, cars may be parked when Sisson removes snow. Sisson's policy is to plow around such parked cars and get as close as possible without damaging the cars or trucks. When the cars are moved by their own accord, Sisson goes in to remove the snow left between parked cars. When cars do not move, snow is left between them.

¶ 20 As Sisson's salt truck dispenses salt in a 15-foot-wide span, salt can get between parked cars. Banked snow can prevent salt from getting into the spaces between parked cars. Employees do not shovel by hand between the parked cars. The only precaution Sisson takes to remedy snow and ice left in depressions is to apply additional salt.

¶ 21 Salt truck driver Joe Witmer testified that he has, sometimes, shoveled between parked cars or hand-salted between them if he sees a dangerous condition. Joe noted that salt should be

applied until he sees blacktop. Joe noted, “When I’m done salting it’s usually water and it goes right down that drain at the end of that.”

¶ 22 Neither Sisson nor Witmer had independent recollections of the particular snowfall and snow removal, which is the subject of this lawsuit. Witmer had no recollection of how much salt he applied in December of 2006.

¶ 23 CGH's facilities manager Robert Lehman testified that he was aware Sisson does not remove snow between or under cars. He traditionally inspects the condition of the lots every Monday through Friday, leaving his staff to do so on the weekends. Lehman has no specific recollection of the snowstorm in question. He would not instruct, nor would he expect Sisson to shovel snow between the cars.

¶ 24 Sisson filed a motion for summary judgment, alleging it breached no duty to plaintiffs under either contract or common law, as it had performed all the work called for under the contract and no common law duty existed, which is applicable to the facts of this case. Sisson also argued the plaintiffs lacked privity with CGH to sue for breach of contract.

¶ 25 CGH also filed a motion for summary judgment, arguing it had no duty to remove natural accumulations of snow and ice from its property and that plaintiffs had produced no evidence to show the snow and/or ice upon which Lori slipped was an unnatural accumulation. CGH further claimed no evidence suggested either it or Sisson was negligent in removing the snow from the parking lot.

¶ 26 The trial court ultimately granted defendants' motions for summary judgment. In doing so, the court found that the facts relied upon by the plaintiffs to suggest a genuine issue of material fact exists regarding whether the accumulation was natural or unnatural were "speculative or otherwise insufficient to prevent an award of summary judgment." Plaintiffs

appeal.

¶ 27 ANALYSIS

¶ 28 Summary judgment is proper where, when viewed in the light most favorable to the nonmoving party, the pleadings, depositions, admissions, and affidavits on file reveal that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2010); *Home Insurance Co. v. Cincinnati Insurance Co.*, 213 Ill. 2d 307 (2004). We review an order awarding summary judgment *de novo*. *Id*. We may affirm a grant of summary judgment on any basis appearing in the record, regardless of whether the lower court relied on that ground. *Id*.

¶ 29 In reviewing a grant of summary judgment, we construe the pleadings, depositions, admissions, and affidavits strictly against the moving party and liberally in favor of the nonmoving party. *Lake County Grading Co. v. Village of Antioch*, 2013 IL App (2d) 120474, ¶ 12. "A triable issue precluding summary judgment exists where the material facts are disputed, or where, the material facts being undisputed, reasonable persons might draw different inferences from the undisputed facts." *Adams v. Northern Illinois Gas Co*., 211 Ill. 2d 32, 43 (2004).

¶ 30 To prevail in a negligence action, a plaintiff must prove that the defendant owed a duty to him, that the defendant breached that duty, and that the plaintiff's injury proximately resulted from that breach. *Tzakis v. Dominick's Finer Foods, Inc*., 356 Ill. App. 3d 740 (2005). If the plaintiff cannot establish each and every element to support the cause of action, summary judgment in favor of the defendant is appropriate. *Williams v. Manchester*, 228 Ill. 2d 404, 417 (2008).

¶ 31 It is well established that under the natural accumulation rule, a property owner has no duty to remove natural accumulations of snow and ice from his property. *Krywin v. Chicago*

Transit Authority, 238 Ill. 2d 215, 227 (2010). However, a property owner who chooses to remove snow and ice from his property is charged with the duty of exercising ordinary care when doing so. *Webb v. Morgan*, 176 Ill. App. 3d 378, 382 (1988). "His duty is to prevent an unnatural accumulation on his property, whether that accumulation is the direct result of the owner's clearing of the ice and snow, or is caused by design deficiencies that promote unnatural accumulations of ice and snow." *Id.* at 382-383.

¶ 32 Plaintiffs claim they sufficiently pled that Sisson and CGH owed them a duty to remove snow and ice from CGH's lot and that defendants breached this duty by creating unnatural accumulations of ice and snow upon which Lori fell. In the alternative, plaintiffs argue that they raised a genuine issue of material fact as to whether Sission negligently removed snow and negligently applied salt to the lot.

¶ 33 I. Sisson's Duty

¶ 34 Plaintiffs acknowledge the authorities cited above indicate that generally there is no duty to remove natural accumulations of ice and snow from a given area. *Krywin*, 238 Ill. 2d at 227. However, plaintiffs argue that Sisson nevertheless owed them a duty to remove snow and ice as Sisson "assumed by contract or by a voluntary undertaking" a duty to remove natural accumulations of snow and ice.

¶ 35 Plaintiffs are correct that "a duty may arise on the part of the defendant ***, if the defendant voluntarily undertook the task of removing natural accumulations of ice or snow and did so negligently or if the defendant was responsible for an unnatural accumulation of ice or snow." *Ordman v. Dacon Management Corp.,* 261 Ill. App. 3d 275, 279 (1994).

¶ 36 Defendant Sisson correctly indicates, however, that while "negligent performance of contractual duties causing physical injury can give rise to tort liability [citations] regardless of

whether privity of contract exists between the plaintiff and the defendant [citation], *** the scope of the defendant's duty is dependent on the terms of the contract [citation]." *Unger v. Eichleay Corp.*, 244 Ill. App. 3d 445, 450 (1993); see also *Gilley v. Kiddel*, 372 Ill. App. 3d 271, 275 (2007) (quoting *Perkaus v. Chicago Catholic High School Athletic League*, 140 Ill. App. 3d 127, 134 (1986) ("[T]he defendant's duty will not be extended beyond the duties described in the contract.")).

¶ 37 A review of the agreement indicates that Sisson agreed to remove snow upon CGH's request and spread salt upon CGH's request. Sisson correctly notes that the agreement imposes no duty on Sisson to remove ice from the premises, nor does the agreement call upon Sisson to remove snow or ice from between parked vehicles.

¶ 38 Plaintiffs seemingly acknowledge that Sisson's duty is restricted by the scope of the contract, as they provide no argument to the contrary in their reply brief to this court. Plaintiffs simply state that a "contractual duty to apply salt is tantamount to a contractual obligation to remove ice, since the purpose of salt application is to melt ice." We fail to see how.

¶ 39 Clearly, Sisson owed a duty to plaintiffs to remove snow and spread salt in conformity with the contract. There is no contractual duty to remove ice, nor is there a duty to remove snow or ice that accumulates between parked vehicles. CGH's facilities director testified that the contract did not call for removal of snow between the vehicles, nor did he expect Sisson to remove the snow between the vehicles. Sisson simply owed no duty to remove snow or ice from between the parked cars where Lori fell.

¶ 40 Nevertheless, we must determine whether plaintiffs pled and adduced sufficient facts to raise a genuine issue of material fact as to whether Sisson "was responsible for unnatural accumulation of ice or snow" at that spot. *Ordman*, 261 Ill. App. 3d at 279. They did not.

¶ 41 II. Genuine Issue of Material Fact Regarding Sisson's Alleged Negligence

¶ 42 Plaintiffs argue the natural inferences drawn from the evidence cited above show that Sisson's attempts to remove the natural accumulations in the aisles between the rows of parked cars, by plowing as closely as possible to the parked cars, created unnatural accumulations between the individual parked cars. Plaintiffs note that Mark Sisson testified that while plowing between the rows of cars, snow will "bank" between the individually-parked cars which, in turn, prohibits salt from reaching in between the parked cars.

¶ 43 These facts, plaintiffs suggest, are sufficient to raise a genuine issue of material fact as to whether or not Sisson created an unnatural accumulation of snow or removed natural accumulations in a negligent matter.

¶ 44 Plaintiffs seemingly acknowledge, by failing to discuss it in their reply brief, that the recent Fourth District case of *Barber v. G.J. Partners, Inc*., 2012 IL App (4th) 110992, is on point. In *Barber*, plaintiff fell at a Danville gas station and sued the owner for negligence. *Id.* at ¶ 4. A jury returned a verdict for $496,609.67 before reducing it by 25% for the plaintiff's comparative negligence. *Id.* at ¶ 1. The *Barber* court reversed the jury's verdict and instructed the trial court to enter a directed verdict on behalf of the defendant. *Id.* at ¶ 28.

¶ 45 The *Barber* plaintiff's complaint alleged, *inter alia*, "defendant failed to properly maintain its premises by allowing snow to be piled into an unnatural accumulation near its lined parking spaces, failed to warn plaintiff of the dangerous condition of its premises, and failed to adequately inspect the premises to prevent an unnatural accumulation of snow." *Id*. at ¶ 4. The gas station manager testified that in wintery conditions, the station would have someone plow snow from the parking lot and put salt down on the metal plates out in front because those plates became slick. *Id.* at ¶ 7. Since the plates were beneath the level of the ground, snowplows

would fill or pack the plates with snow. *Id.* It was on one of these plates that the plaintiff slipped and fell. *Id.*

¶ 46 Citing *Krywin*, the *Barber* court noted the natural accumulation rule holds that a land-owner has no duty to remove natural accumulations of ice or snow. The *Barber* court also cited *Koziol v. Hayden*, 309 Ill. App. 3d 472 (1999), which held that even when a landowner voluntarily removes snow, he or she do not owe a duty to remove natural accumulations of ice underneath the snow. *Id*. at 476; see also *Endsley v. Harrisburg Medical Center*, 209 Ill. App. 3d 908, 910 (1991) ("The mere removal of snow which may leave a natural ice formation on the premises does not constitute negligence."). The *Barber* court continued, noting that the "mere sprinkling of salt, causing ice to melt, although it may later refreeze, does not aggravate a natural condition so as to form a basis for liability on the part of the property owner." (Internal quotation marks omitted.) *Barber*, 2012 IL App (4th) 110992, ¶ 20 (citing *Harkins v. System Parking, Inc.,* 186 Ill. App. 3d 869, 873 (1989)). "Ruts and uneven surfaces created by traffic in snow and ice are not considered unnatural and cannot form the basis for liability." (Internal quotation marks omitted.) *Id*. Nevertheless, the *Barber* court noted that liability "may arise if the snow or ice 'accumulated because the owner either aggravated a natural condition or engaged in conduct which created a new, unnatural or artificial condition.' " *Id.* at ¶ 21 (quoting *Whittaker v. Honegger*, 284 Ill. App. 3d 739, 743 (1996)).

¶ 47 Ultimately, the *Barber* court held that even though a contractor plowed the snow and an employee put salt over what snow was left on the metal plate, "the facts of this case fall under the natural accumulation rule." *Id.* at ¶ 23. The court continued, finding that the "application of salt to an accumulation of snow and/or ice causes a change in the composition of the wintery mix. If the melted material refreezes, the composition will again change and form a new accumulation,

one that the case law does not consider unnatural. The same can be said in regard to plowing operations. A snowplow traversing a snowy parking lot, and even over a recessed metal plate as in this case, may change the composition of what is below the plow, but what remains does not amount to an unnatural accumulation. [Citation.] *** As a natural accumulation resulted from defendant's plowing and salting, defendant had no duty to remove it and could not have been liable for plaintiff's injuries." *Id*. at ¶ 24.

¶ 48 Instead of offering argument as to why this court should not follow *Barber*, plaintiffs chose to discuss the 1968 case of *Sims v. Block*, 94 Ill. App. 2d 215 (1968). In *Sims*, the plaintiff slipped and fell in a parking lot while alighting from his car. *Id*. at 218.

¶ 49 The *Sims* plaintiff testified he stepped "onto a built-up ridge of ice and snow, causing him to fall." *Id.* The plaintiff and his daughter described this "built-up ridge" of snow and ice as approximately five to six inches high at the area where the plaintiff slipped. *Id.* The *Sims* defendant and a witness indicated they thought the lot was cleared as much as possible of snow and ice from plowing. *Id*. at 219. The accident in *Sims* occurred on December 15, which was 10 days after the last snow fall in the area, December 5, on which eight inches of snow fell. *Id*.

¶ 50 The plaintiffs herein focus on the *Sims* court's statement that "it is a fair inference from the record that the spill-over of the snow as the plow skirted the parked car would have increased the depth of the snow at that location." *Id*. at 219. They claim the same is true in this instance. That is, it is fair to assume that spill-over from Sisson's plowing the aisles between rows of parked cars created a lip, which they term as an unnatural accumulation between the individual parked cars. The plaintiffs continue, suggesting that it was upon such an accumulation that Lori slipped.

¶ 51 We note, however, that *Sims* is a 1968 precomparative negligence case in which the

initial question posed to the court was whether the plaintiff was contributorily negligent as a matter of law for having two highballs prior to parking his car and falling. *Id*. at 220. While we acknowledge that the *Sims* court does discuss the natural accumulation rule, the court's focus does not lead us to conclude that *Sims* imposes liability on the defendants in this case.

¶ 52 The *Sims* court noted that "liability may be incurred when snow or ice is not produced or accumulated from natural causes, but as a result of artificial causes, or in an unnatural way, *** and where *the condition had been there long enough to charge the responsible party with notice and knowledge of the dangerous condition*." (Emphasis added.) *Id.* at 222. The *Sims* court clearly seemed more interested in the 10-day interval between the last snow fall and the plaintiff's slip-and-fall than whether the accumulation was natural or unnatural. This fact is evinced by the *Sims* court's statement, "The facts place this case within the purview of the *Fitz Simons* case, supra, and distinguish it from the *Zide* case, supra." *Id*. at 223.

¶ 53 *Fitz Simons v. National Tea Co*., 29 Ill. App. 2d 306 (1961), involved a slip-and-fall on ice outside a store. The snow fell in *Fitz Simons* on January 20 or 21, yet the slip-and-fall did not occur until February 13. *Id*. at 311. The *Fitz Simons* court noted that the patch of ice at the front of the store was "there for such period of time that the [defendant] knew or should, in the exercise of care, have known of its existence and have remedied the condition. It could not have been ruled that the entranceway and the ice that had accumulated therein, whatever the cause of the accumulation may have been, were not in the control of the [defendant]." (Internal quotation marks omitted.) *Id*. at 317.

¶ 54 *Sims* also presents significant factual differences from the case at bar. The *Sims* plaintiff testified that to stepping onto a "built-up ridge of ice and snow." Lori DeGroot described the snow she fell upon as, "Just a covering. Just a covering over the ice." She specifically stated she

could give no "measurement of the snow in that area." She believed the ice to be "probably" three to four inches, thick and rutted. Defendants argue this description provides, at best, pure speculation and conjecture as to whether the snow or ice upon which Lori fell was the result of a "lip" of snow left from a plow or snow, which had been untouched by the plow but simply melted and refroze. We agree.

¶ 55 We find this case more analogous with *Barber* than *Sims*. We agree with the *Barber* court that while the application of salt to snow or ice may cause "a change in the composition of the wintery mix," it does not transform a natural accumulation of snow or ice into an unnatural one. *Barber*, 2012 IL App (4th) 110992, ¶ 24. Here, there is no evidence that salt had been applied to the area where Lori fell. It would be pure speculation to assume that salt played any role in this fall. So, even if salt could change the nature of the accumulation from natural to unnatural, it would be pure speculation, based on the evidence, that any salt was applied in the spot where Lori slipped. Moreover, we also agree with *Barber*'s statement that after a plow traverses an area, "what remains does not amount to an unnatural accumulation." *Id.* While Lori described ruts in the snow or ice, it is clear as we have noted above that "[r]uts and uneven surfaces created by traffic in snow and ice are not considered unnatural and cannot form the basis for liability." *Harkins*, 186 Ill. App. 3d at 872.

¶ 56 By contracting to remove the snow from CGH's lot, Sisson certainly had a duty not to turn a natural accumulation of snow into a dangerous unnatural accumulation. *Ordman*, 261 Ill. App. 3d at 279. However, "[a] plaintiff must make an affirmative showing of an unnatural accumulation or an aggravation of a natural condition before recovery will be allowed." *McCann v. Bethesda Hospital*, 80 Ill. App. 3d 544, 549 (1979) (citing *Byrne v. Catholic Bishop of Chicago*, 131 Ill. App. 2d 356 (1971)). Plaintiffs have failed to make such an affirmative

showing. There is simply no evidence in the record to suggest Sisson created an unnatural accumulation of snow between the individually parked cars where Lori fell merely by plowing between the aisles of cars and applying salt. As such, we hold the trial court properly granted Sisson's motion for summary judgment.

¶ 57 III. Claims Against CGH

¶ 58 Similar to their claims against Sission, plaintiffs claim that CGH voluntarily undertook to remove natural accumulations of snow and ice from its parking lots. Therefore, plaintiffs claim CGH created a duty where it had none at common law. Again citing to *Ordman*, plaintiffs note that "a duty may arise on the part of the defendant-premises owner, if the defendant voluntarily undertook the task of removing natural accumulations of ice or snow and did so negligently or if the defendant was responsible for an unnatural accumulation of ice or snow." *Ordman,* 261 Ill. App. 3d at 279.

¶ 59 CGH seemingly concedes that it undertook the task of removing snow from the aisles, but nevertheless argues that it never engaged in a voluntary undertaking to remove snow from between parked cars. Since it is undisputed that Lori fell between parked cars, CGH submits that whatever accumulation she fell upon was a natural accumulation. CGH argues that it simply owed Lori no duty to remove the natural accumulation upon which she fell. CGH continues, claiming that plaintiffs "have not set forth any facts to support an inference that the accumulation on which Ms. DeGroot fell was unnatural, relying instead on pure speculation, surmise and conjecture." We agree.

¶ 60 CGH never undertook the task of seeking to have natural accumulations of snow and ice removed from between parked cars. Moreover, for the reasons stated above, there is no evidence from which one may infer that CGH's agent, Sisson, negligently removed natural accumulations

of snow or transformed them into unnatural accumulations of snow. As such, we hold the trial court properly granted CGH's motion for summary judgment.

¶ 61 IV. Open and Obvious

¶ 62 Having found that the trial court properly granted defendants' motions for summary judgment on the basis stated above, we need not address whether the snow and ice upon which Lori slipped was an open and obvious condition as a matter of law.

¶ 63 CONCLUSION

¶ 64 For the foregoing reasons, the judgments of the circuit court of Whiteside County are affirmed.

¶ 65 Affirmed.