

**From:** Paul Vlahakis  
**Subject: Re: Response to MSUFCU statement?**  
**Date:** April 21, 2021 at 2:12:46 AM EDT  
**To:** Andrew Graham at ELi

Andrew,

I am sorry I just saw your email late tonight. We are in the process of moving our office from Okemos to East Lansing so things are currently a bit unorganized, so I rushed and tried to get quick answers to your questions, please see them below in bold.

Thanks

[Paul Vlahakis](#)

**From:** Andrew Graham for East Lansing Info  
**Date:** Tuesday, April 20, 2021 at 9:56 PM  
**To:** Paul Vlahakis  
**Subject:** Response to MSUFCU statement?

Paul,

Alice [Dreger] has passed the story about you and MSUFCU trying to get a construction easement on to me.

ELi received a response from April Clobes and MSUFCU to your statement about the credit union failing to reach out to you during their design/planning process. I wanted to follow up with you on some specific points April made and see if you had anything else to add.

April, in her statement, said:

- That reps for MSUFCU had conversations with you in August/September of 2020 and the discussions were understood (by them) to be amicable.

**That is not true, they never reached out to me to discuss the project. Their chief legal counsel Steve Owen only reached out to me when they thought there was an old easement they needed me to release but as it turned out there was no easement. Had it not been for that initial phone call from Owen, I would have never heard from them and I would have not began to initiate a dialog with them. So I am not sure if Ms. Clobes knows what she is talking about. I would actually like to know what reps she is referring to?? The CEO of MSUFCU, should have reached out to me personally since our properties would ultimately share the same lot line, especially when they proposed to build a building up to that line which is 3 feet from my patio and basement. Instead she decided to give a presentation to the Peoples Church about the project in detail. The church is over 100 feet away from proposed MSUFCU project. Why then if the CEO gave a presentation to the Peoples Church which does not even impact them, would she send a MSUFCU rep to presumably speak to me.....well it is because she didn't. MSUFCU dropped the ball and now they are back peddling. What a joke. Is she really the CEO?**

- That after receiving a letter from your attorneys regarding issues with construction, the credit union asked to discuss these issues with you and your attorneys. And that through November/December of 2020 and January 2021, they followed up several times and provided details of construction plans, requesting a response.

**Wow these guys have their time line all screwed up. I started conversations with Steve Owen prior to my lawyers getting involved, to get information about the project. Not one person shared an elevation or a site plan with me. Then Steve Owen set up a zoom call with their contractor to talk about how their project would not negatively impact our business and even told me that my customers could still dine on the patio during construction. As you may or may not know, I am very familiar with the development process and what they were trying to tell me was not even remotely true. I then offered which I thought was the only solution, and it was to close down the restaurant during their construction and reopen when their project was complete. I told them they would have to of course pay me my lost revenue to close as it would be unsafe for us to keep it open. I told them they just need to add that to their project cost and Steve Owen said “that’s not going to happen”. Knowing the credit union was just disregarding me and my business with no regard for our operation, it was evident to me I needed to involve my lawyers in the matter. I went through 3 law firms which all had conflicts with either MSUFCU or The City of East Lansing. The first attorney I hired which was a large law firm did a conflict check and I retained them. The partners in the firm later asked me to release them because of a concern they had with potential future business with the City . Even though I became their client, I agreed to release them. After several more attempts, the Jaffe firm was referred to me and they had no conflict so I retained them and they currently represents me. As you know these things take time and Steve Owen was well aware I was in the process of retaining council. So again the way they describe the so called delay is not true. The first letter MSUFCU received was from the Attorney that I released and he had subsequently emailed Steve Owen and let him know that he was no longer going to be representing me and a new firm would be forthcoming.**

**The credit union never provided details of construction plans to me.**

- That talks resumed at the end of January, and the credit union suggests a limited easement.

**On January 6<sup>th</sup> MSUFCU and firm representing them, McClelland & Anderson David Pierson received a letter from my Attorney’s Jaffe, Raitt, Heuer & Weiss informing them that they now represent the entity that I own. On their first call to Pierson to begin to open lines of communication, David Pierson provided my Attorney with a complaint he prepared against my company for not providing MSUFCU with a construction easement and also stated they were also going to seek damages from my company. Needless to say the complaint did not get filed but we provided them with a letter explaining in detail of our concern with their project and that we had serious concerns for the safety of our customers, employees and our business. Now keep in mind we had just reopened our restaurant which as you know like all restaurants across the country have suffered greatly during this pandemic, we were now met with a project that would interrupt our business and not allow us to operate the only part of our restaurant that people feel the safest in which is an outdoor patio.**

- That you, before further discussion of construction, proposed a joint development where you and CRG would purchase Lot 4 and construct a building covering both Dublin Square and Lot 4, or MSUFCU withhold development until you could simultaneously develop Dublin Square.

**Again the twisted explanations from the 800 lb gorilla. We told them in an effort to amicably resolve this, that we would propose several options. One option was that we build one large building across both sites and MSUFCU could own their portion of the project, and as much of the project they wanted to own. Another option was we each build our buildings with a common wall, they would own their building and we would own our building. This proposal was in my opinion the best because both projects would go up together and be completed at the same time so each of the project construction would not interfere with the other. They are correct CRG is my development partner (I think that is the only accurate statement they have made) and they prepared the proposal and elevations which we presented to the Credit Union. CRG architect provided a great plan to MSUFCU, they had a drive through, prominent signage and the commanding presence they always feel they need to overspend to achieve. However MSUFCU just chose to not even entertain or discuss the proposal.**

- That a joint development agreement couldn't be reached, you would not provide a construction easement.

**They never even entertained a joint development. Their attorney within 5 minutes of receiving our plan and proposal, informed my attorney that MSUFCU was not interested in a joint venture and that they planned to proceed with their project. The funny thing is, we were not proposing a joint venture we were proposing to build our project along side of their project.**

- That you told the credit union in February that you planned to meet promptly with City staff to discuss redevelopment of Dublin Square and invited MSUFCU reps to attend that meeting — to which they agreed.

**On our last call in February we realized the Credit Union had no intention to work with us so there was no reason to try and expedite another project with the City. Yes, they did say they would agree to meet with us and the City, but their offer was nothing sincere, in fact the call ended in an argument. So again they try to paint a completely different picture, they do not want anyone to know how they mishandled this entire situation.**

Has there been a meeting, or is one scheduled, with the City to discuss redeveloping Dublin Square?

**We did not set up a meeting,, in fact the City / City manager should have played a more active roll into making sure MSUFCU had contacted us to discuss the project but instead no one thought it was important to have both property owners that are sharing the same line, meet and discuss the construction project.**

If there is anything you'd like to say in response, please send it to me here [phone number included] by 5 p.m. tomorrow, April 21.

At this point I am concerned how we can operate our business, seat people on our patio with dirt, dust, debris and simply unsafe conditions. Since we opened this year, we have had debris and dust from the Graduate construction site and that is over 150 feet away ..... However, somehow MSUFCU General Contactor seems to think their construction will not interrupt our patio business. Keep this in mind, the edge of our patio is 3 feet from the property line which is where MSUFCU intend to build up to..... At this point I have seen no plans, not the original ones or any revisions they claim to have made. With a continued lack of information, I decided to meet with the building department and spoke to the planning department and let them both know that I am very concerned with the safety of our customers and hope that permits are not issued until there is a some type of a resolution. My attorneys are prepared to do what it takes protect our property rights and business. It just should never have come to this.