



**TO:** Members of Troy City Council  
**FROM:** Lori Grigg Bluhm , City Attorney  
Allan T. Motzny, Assistant City Attorney ATM  
**DATE:** June 1, 2011  
**SUBJECT:** City of Troy v Safeway Acquisition Co., et al.

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For the Rochester Road Improvement Project, the City needed to acquire right of way from property located at 3990 Rochester Road, which is owned by Safeway Acquisition Company and Safeway Oil Company. The other Defendants are included in the case because they also have an interest in the subject property. The property was used as a gasoline station. A condemnation lawsuit was initiated, since we were unable to agree with the property owners for a voluntary sale. The only remaining issue is the amount of just compensation to be paid for the property. The case was recently submitted to case evaluation. Subsequently, we were able to negotiate a proposed consent judgment, which would finalize this case for the amount of the case evaluation award, plus statutory costs and fees.

We recommend approval of the proposed consent judgment. Please let us know if you have any questions about this matter.

STATE OF MICHIGAN  
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan  
municipal corporation,  
Plaintiff,

v.

SAFEWAY ACQUISITION COMPANY, *et al*,  
Defendants.

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City of Troy – City Attorney's Office  
Lori Grigg Bluhm (P46908)  
Allan T. Motzny (P37580)  
Attorneys for Plaintiff  
500 W. Big Beaver Road  
Troy, MI 48084  
(248) 524-3320

Gregory A. Buss, P.C.  
Gregory A. Buss (P28004)  
Attorney for Abbey Enterprise, Inc.  
42657 Garfield, Suite 215  
Clinton Township, MI 48038  
(586) 228-0066

Ackerman Ackerman & Dynkowski  
Alan T. Ackerman (P10025)  
Darius W. Dynkowski (P52382)  
100 W. Long Lake Road  
Suite 210  
Bloomfield Hills, MI 48304-2774  
(248) 537-1155

Braun Kendrick Finkbeiner P.L.C.  
Craig W. Horn (P34281)  
Attorney for Citizen's Bank  
4301 Fashion Square Blvd.  
Saginaw, MI 48603  
(989) 489-2100

Berry, Reynolds & Rogowski, P.C.  
Ronald E. Reynolds (P40524)  
Attorney for Alsaham, Inc.  
33493 W. 14 Mile Rd. #100  
Farmington Hills, MI 48331  
(248) 851-3434

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**CONSENT JUDGMENT**

At a session of said Court held  
In the Courthouse in the  
City of Pontiac, Oakland County, MI  
on: \_\_\_\_\_

PRESENT: HONORABLE DENISE LANGFORD MORRIS  
OAKLAND COUNTY CIRCUIT COURT JUDGE

This matter is before the Court upon Stipulation of the City of Troy ("Plaintiff") and Defendants SAFEWAY ACQUISITION COMPANY and SAFEWAY OIL COMPANY (SAFEWAY), ABBEY ENTERPRISES, INC. (ABBHEY), and ALSAHAM, INC. dba FRED'S AUTO SERVICE CENTER (ALSAHAM).

**IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. Title to the property described in the Declaration of Taking has vested in Plaintiff as of June 29, 2009 by virtue of filing the Complaint and Declaration of Taking, depositing the estimated just compensation and recording a copy of a Declaration of Taking with the Register of Deeds of Oakland County.

2. Total and Final Just Compensation for the taking in this matter is determined to be \$2,355,000.00. Plaintiff is entitled to a credit in the amount of \$949,000.00 for estimated just compensation which was previously paid in this matter, leaving a payment due in the amount of \$1,406,000 for additional just compensation. In addition to Just Compensation, Plaintiff shall pay to Defendants statutory interest on the additional just compensation due pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq.

3. As set forth in paragraph 2, Plaintiff shall make a payments to Defendants for additional just compensation and interest. \$1,401,000 plus statutory interest shall be paid to Safeway and Abbey with a check payable to "Safeway Acquisition Company, Safeway Oil Company, Abbey Enterprise, Inc. and Citizens State Bank." \$5,000 plus statutory interest shall be paid to Alsaaham with a check payable to "Alsaaham, Inc."

4. Pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq., Plaintiff shall also pay to Defendants Safeway and Abbey the amount of

\$467, 000.00 for statutory reimbursement of attorney fees, plus 1/3 of the interest payable on the total additional just compensation paid to said Defendants with a check payable to "Ackerman, Ackerman & Dynkowski and Gregory A. Buss, P.C." Plaintiff shall pay Defendant Alsaham the amount of \$1,667 plus 1/3 of the interest payable on the total additional just compensation paid to said Defendant with a check payable to "Berry, Reynolds & Rogowski, P.C."

5. Plaintiff shall also pay to Defendants Safeway and Abbey the amount of \$55,044.63 for statutory reimbursement of expert fees and costs pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq. This amount should be paid in a check payable to "Alan T. Ackerman - Costs." Plaintiff shall pay Defendant Alsaham costs in the amount of \$299.24 with a check payable to "Alsaham, Inc."

6. Subject to the enforcement of the terms herein, this Consent Judgment constitutes a final disposition and closes the case.

\_\_\_\_\_  
Hon. Denise Langford Morris Circuit Judge

I stipulate to entry of the above order:

\_\_\_\_\_  
Lori Grigg Bluhm (P46908)  
Allan T. Motzny (P37580)  
Attorneys for Plaintiff

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Gregory A. Buss  
Attorney for Defendant Abbey

\_\_\_\_\_  
Alan T. Ackerman (P10025)  
Darius Dynkowski (P52382)  
Attorneys for Defendants Safeway

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Ronald E. Reynolds  
Attorney for Defendant Alsaham