



## Upcoming Events

### August 29<sup>th</sup> and 30<sup>th</sup>

Course 506 Advanced Relocation Assistance II (Commercial)

### September 27, 2005

Membership Luncheon, with speaker, A J Hazarabedian, an eminent domain attorney, speaking on Kelo v City of New London, the Recent Supreme Court decision on eminent domain

Education Calendar – See Page 9 and 10



## President's Message

By: Holly Rockwell, Epic Land Solutions, Inc.

I hope that everyone is enjoying their summers and taking some time off to benefit from the long days and beautiful weather. The more I travel to other parts of the country, the more

I realize that I live in Southern California as much for the summers as I do for the winters.

We had a very enjoyable Summer Networking Luncheon at Marina Del Rey in July. Nancy Ocampo, our luncheon chair, did a great job of finding a new venue for us where we could catch up with our colleagues while enjoying a nice view over the Marina. It was also our month to honor our Past Presidents. We had a good showing from our Past- Presidents – 9 of them attended

## Membership Luncheon

Date: September 27, 2005

Time: 11:30am

Speaker: A.J. Hazarabedian of California Eminent Domain Law Group

Topic: Eminent Domain

Location: Steven's Steak House  
5332 Steves Place,  
Commerce, CA (675-G/3)

RSVP: Nancy Ocampo at 310-642-6900 or  
[nancy@centurylawgroup.com](mailto:nancy@centurylawgroup.com)

the luncheon. Our "Most Past" Past-President was John Dalis (1981). Also attending was Chapter 1's first female President, Kathy Friedman (1990). They both shared a few words about IRWA from the perspective of individuals with a long history in the organization. In a separate conversation, I was able to get some interesting stories about Chapter 1 history!

Our Chapter is mostly dark during August – no membership luncheon and no Board meetings. I'll keep the Prez message short and just make you aware of some things that are coming up in the next few weeks/months.

- o August 29<sup>th</sup>/30<sup>th</sup> - Course 506: Advanced Relocation Assistance II (Business)
- o September 14<sup>th</sup> to 16<sup>th</sup> – SR/WA Review and Exam Session
- o September 21<sup>st</sup> – HUD Training
- o October 10<sup>th</sup>/11<sup>th</sup> - 900 - Principles of Real Estate Engineering
- o October 18<sup>th</sup> – Fall Seminar

The Chapter 1 Board recently voted to co-sponsor a training session with the Department of Housing and Urban Development (HUD) and the Los Angeles County Development Commission (LACDC). The local HUD office will conduct a one day training session on HUD acquisition and relocation requirements. The training will be FREE to all participants. It is anticipated that the training will be held on September 21<sup>st</sup> at the Quiet Cannon. More details on this to come later.

Remember – No Membership Luncheon in August!! Looking forward to seeing everyone on September 27<sup>th</sup> at Steven's Steakhouse!

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<i>Relocation Seminar</i>	<b>Bill Von Klug, SR/WA, R/W - RAC</b> LA Community Dev. Com.	323-890-7434	<a href="mailto:bill.vonklug@lacdc.org">bill.vonklug@lacdc.org</a>
<i>Fall Seminar</i>	<b>Rudy Romo</b> Independent Consultant	951-662-7997	<a href="mailto:rudromo@aol.com">rudromo@aol.com</a>
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<i>Title</i>	<b>Teri Kortens</b> Lawyers Title	310-210-6741	<a href="mailto:terikortens@msn.com">terikortens@msn.com</a>
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San Francisco, CA 94104  
Tel: (415) 439-8390  
E-mail: [aamster@dmavalue.com](mailto:aamster@dmavalue.com)

Aaron D. Amster, ASA  
President

June 2005

## Uniform Act Symposium Scheduled for November 7-9, 2005 Hilton Hotel Anaheim, CA

### Greetings!

The International Right of Way Association (IRWA) will sponsor the "U.S. Uniform Act Symposium- 2005" November 7-9, 2005 at the Hilton Hotel in Anaheim, CA. The symposium will focus on the revisions to regulations implementing the **Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs**. More than 18 federal agencies, including the Federal Highway Administration, United States Corps of Engineers, Federal Aviation Administration and others must adhere to the rules and regulations in working with state and local governmental entities as well as private consulting firms.

A major revision of the regulations was released January 3, 2005, the first major revamping since it was issued in 1989. The symposium will expand on how the new regulations are impacting right of way related programs as well as provide a showcase for best practices within the industry.

The Symposium includes **three full days of educational sessions** devoted to the United States Uniform Act as well as an opportunity to network with other right of way professionals involved in administering and implementing the Act. Registrants may choose from among 72 workshops presented during the three days.

## New Members

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## Case of the Month

### DETERMINING THE DATE OF VALUATION

By: Sarine A. Abrahamian, Esq., of Orbach, Huff & Suarez LLP

For this month's Case/Issue of the Month, I will examine the question of how the date of value is determined in a condemnation action and what the current state of the law is as it relates to determining the date of value. To do so, first I will discuss the statutes that provide guidance as to how the date of value is determined. Second, I will examine three recent decisions – *Saratoga Fire Protection District v. Hackett* (2002) 97 Cal.App.4th 895, which was presented to Chapter 1 last year, *Mt. San Jacinto Community College District v. Superior Court* (2005) 126 Cal.App.4th 619, which was presented to Chapter 1 in March of this year, and *San Diego Metropolitan Development Board v. RV Communities* (2005) 127 Cal.App. 4<sup>th</sup> 1201, which was presented to Chapter 1 in May of this year. Both the *Mt. San Jacinto* and *San Diego* cases have recently been taken up on review by the California Supreme Court.

There are three main statutes that provide guidance in this area, *Code of Civil Procedure* section 1263.110,

*Code of Civil Procedure* section 1263.120, and *Code of Civil Procedure* section 1263.130. *Code of Civil Procedure* section 1263.110 sets the date that the condemning agency makes a deposit of probable compensation as the date of valuation. *Code of Civil Procedure* section 1263.120 provides that if the issue of compensation is brought to trial within one year after commencement of the proceeding, the date of commencement of the action, i.e. the date the complaint is filed, is the date of valuation. Conversely, *Code of Civil Procedure* section 1263.130 provides that if the issue of compensation is not brought to trial within one year from the date the complaint is filed, the date of commencement of the trial is ordinarily the date of valuation, unless the delay is “caused by the defendant.”

The above-referenced statutes provide a basic framework for determining the date of value. However, courts retain the ultimate authority to set the date of value to meet the constitutional mandate of just compensation. The court exercised this authority in *Saratoga*. In that case, a fire protection district condemned property to be used as a firefighters’ residence, offices for public safety personnel, public parking, and other public uses. No deposit of probable compensation was made. Therefore, *Code of Civil Procedure* section 1263.120 applied. The property owner argued that the mandatory use of the date the proceeding was initiated as the date of value, pursuant to *Code of Civil Procedure* section 1263.120, was unconstitutional because it deprived him of just compensation. The condemnee provided the Court with evidence that there had been a sixty percent increase in relevant property values within the ten-month period between the date the complaint was filed and the trial date. The appellate court determined that the trial court erred in excluding this evidence because this was an uncommon circumstance that was the result of an unusually sharp rise in property values within a short period of time. (*Saratoga Fire Protection Dist. v. Hackett, supra*, 97 Cal.App.4th 895, 903.) Focusing on the constitutional requirement of just compensation, the appellate court held that the date of value should be the date of trial and not the date the proceedings were commenced. (*Id.*) In other words, it decided that the demands of equity must prevail when a procedural statute is in conflict with the constitutional principle of providing just compensation, and required a change in the date of value to the date of trial.

In *Mt. San Jacinto*, which was decided on February 4, 2005, the court weighed the constitutional issue raised in *Saratoga* but, instead of overriding statutory procedure, it adopted a strict statutory interpretation of *Code of Civil Procedure* section 1263.110. There, the condemnor deposited the amount of probable compensation with the court at the time of initiating the action. Trial on the just compensation issue was not expected to begin for **five years**. The property owner argued that the principle of just compensation required that the property be valued on the date of trial, because the property had substantially increased in value since the date of the deposit. The appellate court, in upholding the trial court’s ruling, disagreed with the property owner and stated as follows:

“Where, as here, a deposit of probable compensation is made, and the trial court determines that the deposit equals or exceeds the probable amount of the owner’s just compensation, the property must be valued on the date of the deposit. The value of the property on the date of the deposit is all the owner should be awarded for the taking of its property. A greater award would be unjust to the condemnor.” (*Mt. San Jacinto Community College District v. Superior Court of Riverside, supra*, 126 Cal.App.4th 619, 630, emphasis added.)

Furthermore, by citing to *Saratoga*, the appellate court specifically drew a distinction between a situation where a condemnor has deposited the amount of probable compensation, and where there has been no such deposit, as follows:

“The critical difference between *Saratoga Fire Protection Dist.* and the present case is that there was no deposit of probable compensation in *Saratoga Fire Protection Dist.*; it involved a straight condemnation proceeding, not a quick take proceeding. Thus, just compensation to the owner in *Saratoga Fire Protection Dist.* required valuing the property at the time of trial or closer to the time payment would finally be made to the owner. [Citations.] Here, however, Mt. San Jacinto deposited the probable amount of Azusa Pacific’s just compensation on December 15, 2000, well before the date of trial.” [Citations.] (*Mt. San Jacinto Community College District v. Superior Court of Riverside, supra*, 126 Cal.App.4th 619, 630, emphasis added.)

The *Mt. San Jacinto* court intentionally declined to extend the *Saratoga* ruling to cases where a deposit of probable compensation has been made.

On March, 29, 2005, the *San Diego* case was decided. In that case, the condemnor initiated an action against the property owner to acquire part of his property for the construction of a trolley line. The condemnor deposited funds on September 27, 2001. As is customary, the amount of the deposit was based on the declaration of a real estate appraiser. The appraisal summary accompanying the appraiser's declaration identified April 26, 2001 as the date of value. Pursuant to *Code of Civil Procedure* section 1263.110, the date of value should have been September 27, 2001, the date of the deposit of probable compensation. In November 2002, the appraiser prepared a revised declaration in which he stated that the date of value was September 27, 2001, and that the fair market value of the property was an increased amount. In deposition, the appraiser stated that the difference between the original and updated appraisals was partly due to an increase in property values, but was mainly due to substantial changes in data he was provided as the basis for his appraisal.

Based on these facts, the court disregarded *Code of Civil Procedure* section 1263.110 and changed the date of valuation of the condemned property from the date of the deposit to the date of trial. The court's rationale in doing so was that the amount the condemnor deposited did not set the date of valuation because, according to the condemnor's own updated valuation data, it fell short of probable compensation. (*San Diego Metropolitan Transit Development Board v. RV Communities, supra*, 127 Cal.App. 4<sup>th</sup> 1201, 1220.) The *San Diego* court ruled as follows:

"Under the plain meaning of the statute, the amount MTDB deposited in September 2001 did not set the date of valuation because, according to MTDB's own updated valuation data, it fell short of "probable compensation." Consequently, the proper statutory date of valuation was the time of trial under section 1263.130, because the issue of compensation was not brought to trial within one year of commencement of the eminent domain proceeding and the delay was not caused by RV." (*San Diego Metropolitan Transit Development Board v. RV Communities, supra*, 127 Cal.App. 4<sup>th</sup> 1201, 1220.)

*San Diego* was similar to *Mt. San Jacinto* in that a deposit had been made pursuant to section 1263.110. However, just weeks after *Mt. San Jacinto* was decided, the *San Diego* court ruled that the date of deposit should be changed to the date of trial to satisfy the constitutional requirement of just compensation.

#### Why the difference in outcome?

It is not altogether clear why both cases have such different outcomes. However, one way that the cases can be distinguished is that although a deposit of probable compensation was made as in *Mt. San Jacinto*, the difference is that by depositing such a low amount of compensation, it was as if the condemnor had not made a deposit at all. No such situation existed in *Mt. San Jacinto*. Regardless, the two cases seem to stand for opposite propositions – *Mt. San Jacinto* remains in line with 1263.110 and states that where a deposit has been made, the date of deposit is the date of value. *San Diego* states that where a deposit has been made, the date of value can be the date of trial.

#### So what does this all mean?

Both the *Mt. San Jacinto* and *San Diego* cases have been taken up on review by the California Supreme Court. It is unknown which direction the court will take. However, we do know that the court is focused on making sure that the constitutional requirement of just compensation is satisfied.

#### What agencies can do to protect themselves during this uncertain time

- 1) To the extent this is possible, agencies should request of their counsel that trial not be commenced more than one (1) year from the time the deposit is made. In this hot real estate market, it is easy for property owners to argue that they are being deprived of just compensation because of sharp increases in value from the date of deposit to the date of trial. The more time passes, the more plausible this argument becomes.
- 2) Agencies should pay more attention to their deposit appraisals. Stale data should not be used when making a deposit of probable compensation. Also the date of value used for the deposit date should be as close to the date of deposit as possible.

## Property owners

For the time being, *Saratoga* is good law. Therefore, property owners will argue that where there has been a drastic increase in property values, the date of value should be the date of trial, and not the date of deposit. Some property owners may succeed in making such arguments.

## How are courts dealing with this issue?

Before *San Diego* was taken up on review, my firm brought a motion to set the date of value in Los Angeles Superior Court. The judge chose not to make a decision and, instead, ruled that we could bring the motion again at the time of trial. Unfortunately, deferring the decision making to the time of trial creates a multitude of problems. At that time, appraisals have already been obtained based on the original date of value. If the court makes a decision to use the date of trial, updated appraisals will have to be obtained at an additional cost. Also, what happens in terms of the appraisal exchange? How do the parties prepare for trial?

Hopefully, we will get some clarification very soon on this important issue.

## **Redevelopment Agency of the City of San Diego v. Attisha 128 Cal.App.4th 357; 27 Cal.Rptr.3d 126 (April 11, 2005)**

By: Adam Englander, of Burke Williams & Sorensen, LLP

The big issue in *Redevelopment Agency of the City of San Diego v. Attisha* is the ability of a goodwill valuation expert to take into account the tenant's expectation of a lease renewal. The appeals court held that testimony should not be stricken, and directed verdict is not warranted, when a goodwill valuation expert uses these certain goodwill valuation methods for leased property. The Court held that a jury is best suited to decide these issues instead of the trial court.

In 1993, the Attishas purchased Valu-Mart, a grocery and liquor store in downtown San Diego, located on land owned by family friends and located on a site that had been a market for more than 50 years. In June 1998, they entered into a new five-year lease at a below market rate rent, with an option to renew the lease for another five years at a reasonable rate. This same year, the Redevelopment Agency of San Diego (the "Agency") designated Valu-Mart's neighborhood as "blighted" and adopted an implementation plan. In November 2001, the Agency filed a complaint in eminent domain against the real property owners and the Attishas, which resulted in the closure of Valu-Mart in March 2002.

Before trial, the Attishas and the Agency agreed that the only controversy was the amount of business goodwill the Attishas were entitled to, if any, and whether they were entitled to compensation for business inventory. At trial, the parties agreed the entitlement to goodwill was not disputed and the only issue was value, with the date of valuation set on November 27, 2001, when approximately seven years remained on the lease.

Using alternative methods of "cash flow multiplier" and "capitalized excess earnings", the Attisha's goodwill valuation expert testified that Valu-Mart's goodwill averaged to a value of \$940,000. The expert's "cash flow multiplier" calculated this number by multiplying the adjusted annual profit by the number of years within which the purchaser would expect to recoup the purchase price. The expert chose a multiplier of five years, based on multipliers of the use of land past the seven years remaining of the lease and several comparable sales after 1997 for small business he researched on computer databases. The comparable sales were located in California cities other than San Diego, as the database contained no properties in San Diego. The Agency claimed that the expert's methodologies were faulty, as it presupposed the speculative renewal of the lease past the seven remaining years. The Agency filed a written motion to strike the testimony on the ground that the expert's assumptions lacked foundation, which the trial court granted.

The Agency's valuation expert concluded \$400,000 was an appropriate goodwill valuation, based on a value multiplier of three years, comparable sales in the San Diego area, and the idea that there was a high risk that Valu-Mart would have been out of business in three years because of private sector development and increasing rents. After presenting its expert, the Agency moved for a direct verdict of \$400,000 on the ground that their expert was the only valuation testimony was the only valuation testimony, since Attisha's expert's testimony was stricken. The Court granted the directed verdict and set the valuation of goodwill at \$400,000. The Attishas then appealed this verdict.

The first issue regarding the trial court's ruling on the directed verdict involves the Attisha's expert's use of a speculative renewal of the lease after the lease finally expired. The Agency successfully argued to the trial court that under *San Diego Transit Development Bd. v. Handlery Hotel*, the expectation of lease renewal required Attisha's goodwill valuation expert's testimony to be struck. 73 Cal.App.4th 517. In 1999, the court of appeal in *San Diego Transit Development Bd. v. Handlery Hotel, Inc.*

("Handlery"), 73 Cal.App.4<sup>th</sup> 517, held that, as a matter of law, the expectation of a lease renewal is speculative and cannot provide a foundation for a goodwill award for a leaseholder. *Handlery* involved a condemnation of property on which the leaseholders had operated a golf-course for more than 40 years under a long-term lease. The lease expired in June of 1994. In January of 1994, the co-owner of the property, Chevron, informed Handlery that it was not interested in extending the lease and was pursuing other options, which at the time including discussions with the Transit Board to extend a rail line that would bisect the golf course. When it appeared that this was going to occur, Chevron informed Handlery that it would not enter into a new long-term lease and would only negotiate six-month leases pending the Transit Board's project. This new lease even contained condemnation clauses and no automatic renewals. After the Transit Board filed an eminent domain action in November 1994 and finally took possession in July 1995, Handlery sued claiming loss of goodwill based on a hypothetical 10-15 years lease to continue operating the golf course. The appellate court held that because Handlery had no interest in the property, as any future lease extensions were purely speculative, no compensable property right existed and, therefore, no goodwill could be found. When Handlery's long-term lease for the course expired, its business of operating the golf course on a long-term basis ceased and essentially reverted to the owners.

The court of appeal in *Attisha* disagreed and found that the trial court abused its discretion in excluding the testimony of Attisha's goodwill valuation expert based on *Handlery*. The facts of the cases were deemed to be significantly different. Whereas Valu-Mart had a valid lease with seven years remaining, Handlery had no valid lease at the time of condemnation that extended for any significant period of time. The Court relied instead on the holding on *Packard's Western Store v. State, D.O.T.* (La.Ct.App. 1993) 618 So.2d 1166, 1173-1174, in which a shopping center tenant sued for loss of goodwill based on the taking of the center for a right-of-way. The appeals court in *Packard's* found that tenant should be allowed to recover business losses if the evidence shows more probably than not that the lease would have been extended for a longer term but for the expropriation. Therefore, it is for the jury's consideration to determine whether there is a reasonable probability of a lease renewal giving the Agency's conflicting evidence of the amount of time that would remain on the lease.

Overall, the ruling in *Attisha* found it is not in the court's discretion to completely determine which factors a goodwill valuation expert may use to come up with a proper value of business goodwill. If the terms of a lease are not completely speculative and the facts surrounding the taking indicate that there exists a possibility that the lease may be extended, then the trial court should at least allow the testimony to go to the jury to determine the possibility of future lease renewals instead of simply dismissing the testimony.

## **MONTHLY ARTICLE**

### **The Use of BarCad for Groundwater Samples**

By: Mohammad Estiri, Ph.D., Eco & Associates, Inc.

The BarCad<sup>®</sup> system is an alternative groundwater sampling system designed for permanent installation at a fixed elevation in groundwater monitoring wells. The BarCad is a ground-monitoring device that serves both as a pump and a well. It provides depth discrete groundwater samples from the borehole or well. It uses an inert gas (i.e. nitrogen or helium) to retrieve groundwater samples. The BarCad<sup>®</sup> unit is constructed of PVC, stainless steel and/or steel, with a porous ceramic, stainless steel or polyethylene screen that allows formation water to enter the BarCad<sup>®</sup> unit hydrostatically. A steel mesh screen inside the unit permits collection of the groundwater sample. A one-way check valve at the top of the unit allows water to rise up the unit for groundwater sample collection. The valve also prevents inert gas from entering the unit itself and aerating the formation water. In a typical installation, each monitoring well at the site is fitted with a single-level BarCad<sup>®</sup> installation, although multiple installations at different depths are possible. The BarCad<sup>®</sup> system is installed by attaching a threaded PVC stinger pipe to the BarCad<sup>®</sup> unit and lowering the BarCad<sup>®</sup> unit inside the well casing to approximately the desired unit depth, typically the mid-depth of the installed well screen in the monitoring well. The suspended unit is then surrounded with Monterey No. 60 sand that is dropped to encase the BarCad<sup>®</sup> unit. The annulus is filled to at least 1½ feet above the top elevation of the well screen. A layer of bentonite chips; at least ½-foot thick is placed above the sand to form a plug around the installation.

The BarCad<sup>®</sup> groundwater sampling system works by applying pressurized inert gas (nitrogen) to the inside of the PVC stinger pipe pressurizing the water column inside the BarCad<sup>®</sup> unit and driving the existing water into the stainless steel probe and up the polyethylene tubing to the surface. Subsequently, the inert gas displaces all of the water in the BarCad<sup>®</sup> unit and PVC stinger pipe through the stainless steel probe and polyethylene tubing, purging the BarCad<sup>®</sup> system of all existing water. Once the system is purged, inert gas pressure is removed from the BarCad<sup>®</sup> system, and groundwater is able to flow into the BarCad<sup>®</sup> unit. Inert gas pressure is then reapplied and the water sample collected for laboratory analysis.

The BarCad<sup>®</sup> is a lower cost with equal to or better volatile organic compounds recovery as compared to bladder and electric submersible pumps. The BarCad<sup>®</sup> has a longer operational life than bladder and electric submersible pumps and is more maintenance free.



### **Membership Drawing**

At each chapter luncheon we draw a name from the Chapter 1 roster and if that person is in attendance, they win a cash prize. The drawing starts at \$50 and increases \$10 for each month that there isn't a winner. We haven't had a winner in a while. September's drawing will be for \$150 so be sure to be there in case your name is drawn!

### **Communications Chair**

Communications are one of the most critical components of a successful Chapter. The IRWA Chapter 1 Board has determined that a new chair position needs to be added to address this very important and high profile area. If you are creative, enjoy reaching out to people and interested in getting to know the members of Chapter 1 better, you are our person! The Communications Chair will work with our newsletter chair to enhance the look and feel of our electronic newsletter, work with members and headquarters to ensure our membership information is current and maintain our e-mail roster. Please contact me at 310-378-0771 or [hollyrockwell@epicland.com](mailto:hollyrockwell@epicland.com) if you are interested.

### **Updating your IRWA Membership Information**

1. Visit [www.irwaonline.org](http://www.irwaonline.org)
2. Highlight "Resources" in the upper right hand corner and then click on "Membership Directory".
3. Click on Update Member Profile.
4. Enter your User Name and Password and click on Login. Your User Name is your membership number (contained on your membership card and dues renewal notice) and the Password is your last name. The Password is case sensitive, so ensure you capitalize the first letter and leave the rest in non-caps.
5. Update your information and click on "Submit. A new page will come up and you can choose to "Exit" or "Logout".
6. That's it! Your information will be automatically updated on the headquarters master list, which is also the one the Chapter uses for communications. Going forward, Chapter 1 monthly newsletters will be sent out via e-mail so it's important to ensure your e-mail address is current.
7. If you do not have access to the Internet or have any questions about updating membership information, call Bonnie Gray at 310-538-0233.

Below are the classes Chapter 1 has scheduled for 2005-2006. We are looking for additional classes to add to 2006. If you have classes that you would like to see on the 2006 schedule, please e-mail me at [lynetteovercamp@epicland.com](mailto:lynetteovercamp@epicland.com). Also, if you would like to coordinate classes (and get the class free, close to your work/home, and on a date you select!), please let me know also. We have three classes below for which we need coordinators, so feel free to volunteer to coordinate one of those.

### **Chapter 1 2005-2006 Education Schedule**

<b>Course/Seminar</b>	<b>Date</b>	<b>Coordinator</b>	<b>Instructor</b>
506 - Advanced Relocation Assistance II (Business)	August 29 <sup>th</sup> /30 <sup>th</sup>	Lynette Overcamp 310-378-0119 <a href="mailto:lynetteovercamp@epicland.com">lynetteovercamp@epicland.com</a>	Bill von Klug, SR/WA, R/W – RAC
SR/WA Study /Review Sessions and Examination Seminar	September 14 <sup>th</sup> – 16 <sup>th</sup>	Lynette Overcamp 310-378-0119 <a href="mailto:lynetteovercamp@epicland.com">lynetteovercamp@epicland.com</a>	Michael Wolfe, SR/WA
900 - Principles of Real Estate Engineering	October 10 <sup>th</sup> /11 <sup>th</sup>	Michael Fischer 213-922-2413 <a href="mailto:fischerm@metro.net">fischerm@metro.net</a>	TBD
Fall Seminar	October 18 <sup>th</sup>	Rudy Romo 951-662-7997 <a href="mailto:rudromo@aol.com">rudromo@aol.com</a>	Various
404 - Appraisal Theory and Principles	October 31 <sup>st</sup> – November 4 <sup>th</sup>	Andrew Thompson 310-244-5032 <a href="mailto:athompson@semprautilities.com">athompson@semprautilities.com</a>	TBD
213 – Conflict Management	February 24, 2006	TBD	Vivian Howell, SR/WA
700 – Introduction to Property Management	March, 2006	Michael Fischer 213-922-2413 <a href="mailto:fischerm@metro.net">fischerm@metro.net</a>	TBD
203 – Alternative Dispute Resolution (new course –	May 15 <sup>th</sup> /16 <sup>th</sup>	TBD	Vivian Howell, SR/WA

pending approval by IRWA)			
602 – Project Development and the Environmental Process	2006	TBD	TBD
140 – Principles of Wireless Site Development	2006	TBD	TBD

### Other IRWA Educational Events

Below is a list of courses/events being sponsored by International or other Chapters. Please check the IRWA website at <http://www.irwaonline.org/education/> for the most recent information.

Date	Course #	Course Name	Location
September	206	Presentation Skills	Orange County
September	701	Property Management: Leasing	San Diego
September	703	Real Property Asset Management	San Diego
September	800	Principles of Real Estate Law	Sacramento
October 3-7	401	The Appraisal of Partial Acquisitions	Riverside
October 20-22		Region 1 Fall Forum	Oakland
October	502	Business Relocation	Orange County
November 7-9		Uniform Relocation Act Symposium	Anaheim
November	205	Bargaining Negotiations	Riverside
November	403	Easement Valuation	San Diego
November	801	Land Titles	Sacramento
November	503	Mobile Home Relocation	Orange County
January, 2006	103	Ethics and the Right of Way Profession	Riverside
February, 2006	500	Uniform Relocation Assistance Act – Executive Summary	Orange County
February, 2006	701	Property Management: Leasing	San Diego
March, 2006	201	Communications in Real Estate Acquisition	Riverside
April, 2006	202	Interpersonal Relations	San Diego
April, 2006	603	Understanding Environmental Contamination in Real Estate	Orange County
May, 2006	504	Business Relocation	Riverside
May, 2006	506	Advanced Relocation Assistance for Businesses	Orange County
June, 2006	402	Income Capitalization Approach	San Diego
June, 2006	800	Principles of Real Estate Law	Orange County
September, 2006	803	Eminent Domain Law Basics for Right of Way Professionals	Orange County
October, 2006	501	Relocation Assistance	San Diego
October, 2006	802	Legal Aspects of Easements	Riverside
November, 2006	902	Property Descriptions	Orange County

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