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**Edition 2 2011**

**Outgoing President's Message — William Larsen**



Effective July 1, the beginning of our Chapter's first fiscal year, leadership of the Chapter passed to the officers you elected at the May luncheon meeting. Your new officers are Konstantin Akhrem, President; David Graeler, Esq., President Elect; Kenneth Stanberry, SR/WA, Treasurer; and Theresa Armistead, Secretary. I'm sure they will do a fine job. Contact information for all new officers is contained in the officer's roster in this issue.

Congratulations to Vivian Howell, SR/WA, R/W-RAC, R/W-NAC who was elected Vice Chair of Region 1. I'd also like to congratulate the winners of the annual awards that were presented in May by Vivian and the members of the Nominations Committee. The award winners were Marilyn Stuart, SR/WA, R/W-NAC, Professional of the Year; the Port of Los Angeles, Large Employer of the Year; and Nossaman, LLP, Small Employer of the Year. All award winners were major contributors to Chapter 1's efforts this past year.

We can all thank David Graeler, Marilyn Stuart, and Kelly Kitasato, the members of the Tri Chapter Holiday Luncheon Committee, for thinking out of the box in planning this year's luncheon and selecting a venue all should enjoy. The luncheon will be held December 6 at the Grammy Museum at LA Live.

**Upcoming Events:**

- ◆ 7/26/11—Past Presidents' Luncheon, Shanghai Red's, Marina Del Rey
- ◆ 9/27/11—Joint Chapter 1/ASA Luncheon, Stevens Steakhouse, Commerce
- ◆ 10/25/11—Fall Seminar, Quiet Cannon, Montebello

**Ed Course Schedule**

- ◆ C-205, Bargaining Negotiations, 7/14-15/11, Downey
- ◆ C-421, Appraisal of Partial Acquisitions, 9/12-15/11, LACMTA
- ◆ C-900, Principles of Real Estate Engineering, 10/10-11/11, Location TBA



Thanks for the opportunity to serve as your President. I've enjoyed it. I look forward to supporting the new slate of officers and seeing you at our July luncheon meeting.

Chapter 1 Education Course Schedule						
July - December 2011						
Course No.	Course Title	Days	Begin	Location	Facilitator	
205	Bargaining Negotiations	2	7/14/2011	Downey	Brown	
421	Valuation of Partial Acquisitions	4	9/12/2011	MTA	Lahodny	
900	Principles of Real Estate Engineering	2	10/10/2011	TBA	TBA	
901	Engineering Plan Dev. & Application	1	10/12/2011	TBA	TBA	
N/A	SR/WA Review	3	11/7/2011	TBA	TBA	
Total Class Days		12				

### *Education Course Requests*

If you have a particular class requirement or would like a particular class, please feel free to contact the Education Chair Tom Hanley at 714-809-4949 and request it. We have a fairly full schedule for 2011 and 2012 but can schedule more as needed. What better criteria do we have for scheduling a course other than a member needs it. If one member needs it many more probably do as well. Remember that we need a minimum 90 days to schedule and market the course being offered.

### *Course Marketing*

*If anyone has a talent for marketing and would like to try it out with our course schedule, we really need you. Again you can contact Education Chair Tom Hanley at 714-809-4949 to discuss your ideas. Course marketing is more important than ever.*

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**Joint IRWA Chapter 1 / Southern California Chapter of the Appraisal Institute Luncheon Photos**



From left to right: David Graeler, Esq., Konstantin Akhrem, Robert Swayze, Membership Chair, Dan Kazden, at the podium; William Larsen, and Tupper Lienke, MAI, SCCAI President



William Larsen



Tupper Lienke, MAI

**Joint IRWA Chapter 1 / Southern California Chapter of the Appraisal Institute Luncheon Photos**



Chapter President Elect Konstantin Akhrem



Chapter Luncheon Chair Aaron Aftergut, Ray Mehler



New members from left to right: Greg Tsujluchi, City of Lawndale; Gary Fountain, LA County Department of Regional Planning; Chapter President William Larsen, Chapter Membership Chair Dan Kazden, and Alex Ramirez, SCE

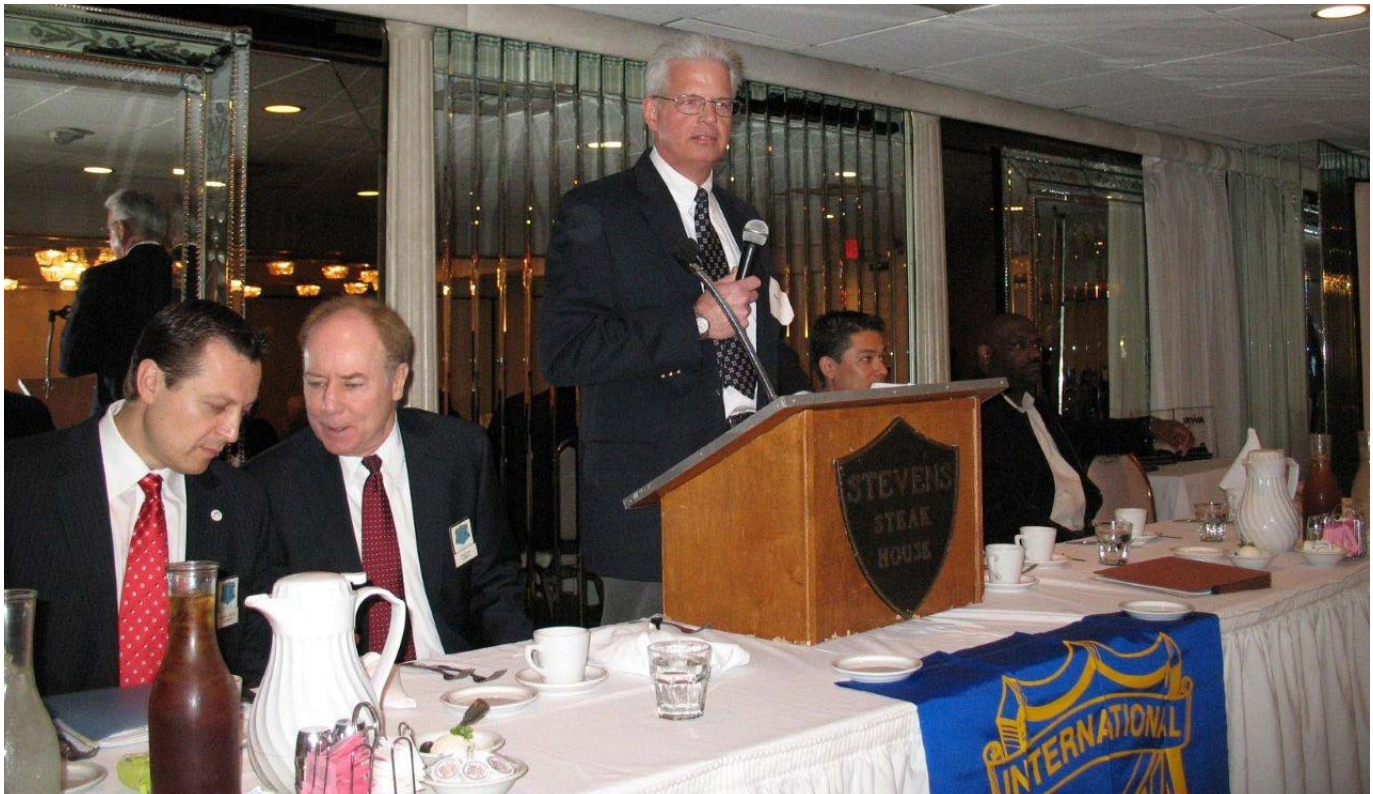


Guest speaker Robert Swayze of LAEDC at the podium

May Luncheon Meeting Photos



Swearing in of 2011/2012 elected officers and PDC Chair, left to right: Andrew Thompson, SR/WA, PDC Chair; Ken Stanberry, SR/WA, Treasurer; David Graeler, Esq., President Elect; Konstantin Akhrem, President; and Theresa Armistead, Secretary



Education Chair Tom Hanley announces upcoming course offerings

May Luncheon Meeting Photos



William Larsen



Konstantin Akhrem



Nominations Committee Member Michael Popwell, SR/WA, presents Professional of the Year Award to Marilyn Stuart, SR/WA, R/W-NAC



Nominations Committee Member Joyce Riggs, MAI, SR/WA, presents Small Employer of the Year Award to Nossaman LLC representative Allan Ickowitz, Esq.



Nominations Committee Member Gary Valentine, MAI, ASA, SR/WA presents Large Employer of the Year Award to Port of Los Angeles representative xx



Nominations Committee Chair Vivian Howell, SR/WA, R/W-RAC, R/W-NAC swearing in new officers

May Luncheon Meeting Photos



Chapter Membership Chair Dan Kazden at the podium



Guest speaker John Murphy, Esq. of Murphy & Evertz



New members, left to right: Chapter Membership Chair Dan Kazden, Christos Sourmelis, Metrolink; Diana Knezevic, Wagner Engineering & Survey; John J. Gobbell, MAI, Lea Associates; Valerie Strumwasser, Esq., Nossaman LLC; Jazmine Sunico, Port of Los Angeles; and Chapter President William Larsen

## Calendar of Events July – December 2011

July	26	10:30 – 11:15 AM	Board Meeting	Shanghai Red's, Marina Del Rey
July	26	11:30 AM – 1:30 PM	Membership Meeting – Past Presidents' Luncheon	Shanghai Red's, Marina Del Rey
September	TBA	10:30 – 11:30 AM	Board Meeting	Stevens Steakhouse, Commerce
September	TBA	11:30 AM – 1:30 PM	Joint Membership Meeting with ASA	Stevens Steakhouse, Commerce
October	25	8:00 AM – 4:30 PM	Fall Seminar	Quiet Cannon, Montebello
December	6	TBA	Tri-Chapter Holiday Luncheon	Grammy Museum at LA Live, Los Angeles

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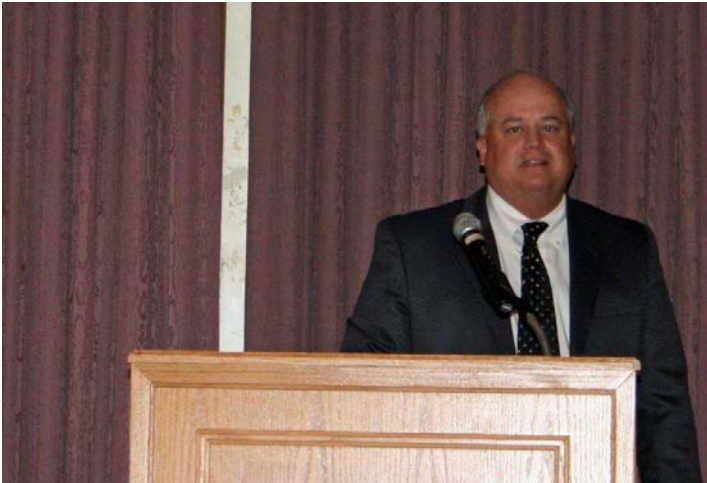
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**Annual Valuation Seminar Photos**



Seminar speaker Gary Valentine, MAI, ASA, SR/WA



Seminar speaker Thurman Hodges, SR/WA



Seminar speaker Michael Yoshiba, Esq.

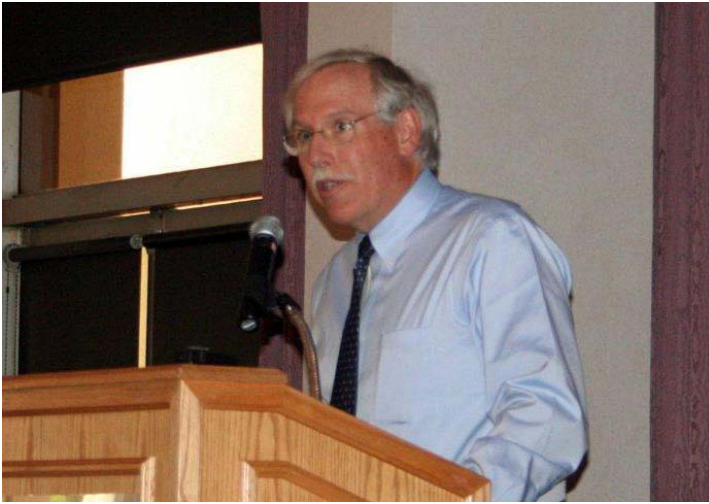


Seminar speaker Darryl Root, JD, MBA, RW/RAC



Seminar speakers Eric Fleetwood, Esq., and Frances Wolfe Mason, MAI

Annual Valuation Seminar Photos



Seminar speaker Gary Kovasic, Esq.



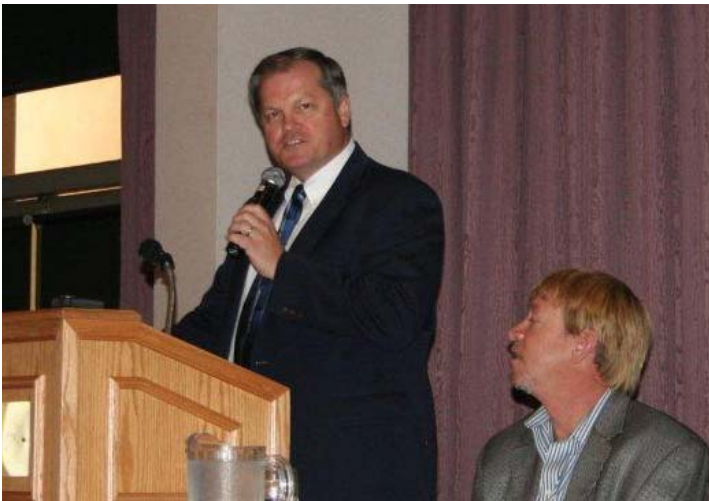
Seminar speaker Charles Cummings, Esq.



Seminar Keynote Speaker Douglas Evertz, Esq.



Valuation Seminar Moderator William Larsen



Seminar speakers David Guder, SR/WA and Paul Norlen, MAI



Seminar speaker Steven Norris, MAI

Annual Valuation Seminar Photos



Seminar speaker Brian Koch



Seminar speaker Aaron Amster, ASA



Seminar speaker William Kamizolas, Esq.



Valuation Seminar attendees

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**You are cordially invited to attend the IRWA Chapter 1 annual luncheon in honor of our past chapter presidents. Numerous past presidents will take the microphone and share memories with us. Our guest speaker will be Randy Williams, MAI, SR/WA, FRICS, IRWA International President. Mr. Williams is a past chapter president of IRWA Chapter 74, Austin, and is the Managing Director of Integra Realty Resources - Austin.**

**Admission is free for past Chapter 1 Presidents and \$16 for all others.**


**Questions or comments, please contact  
Chapter 1 Luncheon Chair Aaron Aftergut at 818-290-5434 or [aaftergut@irr.com](mailto:aaftergut@irr.com).**



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**Aaron D. Amster, ASA  
 President**

## Member Spotlight Ray Mehler


Project Manager, Epic Land Solutions, Inc.



Left to right: Chapter Luncheon Chair Aaron Aftergut, Ray Mehler

Since 2005, after developing a successful career as a Project Manager, Mr. Ray Mehler has been the primary point of contact for Epic Land Solutions, Inc. on countless relocation and acquisition projects for various public infrastructure and redevelopment efforts. As part of his 20 years of experience in public and private sector project management, his engineering experience has made him invaluable when helping agencies navigate between real estate and design issues for complex rail and highway projects. Attributable to his relentless professional development, and drawing from a considerable background in process and systems, Mr. Mehler manages with a strong emphasis on client service, responsiveness, communication, schedule management, and various other sophisticated project management methodologies. In fact, Mr. Mehler has been an important member of a management team that actively applies modern management techniques and new ways of thinking to the long-standing business of acquiring land for public agencies. Under his supervision, Epic's right of way agents have enjoyed

professional achievements while maintaining the high levels of compassion, patience, professionalism and sound judgment that successful relocations and acquisitions require. Adding to a Bachelor of Science in Engineering from the University of Michigan and a Masters in Public Administration from Syracuse University's Maxwell School, Mr. Mehler has been a member of the International Right of Way Association since 2005 and is working toward his SR/WA designation and Relocation Certification. Mr. Mehler firmly believes that his membership and training in IRWA classes enabled him to learn right-of-way very quickly. He credits his continued membership for his tremendous networking opportunities, in addition to many great friendships. Proud to be part of an extraordinarily professional group with a wonderful outlook on developing its industry, Ray says IRWA is his favorite professional organization!



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## Case of the Month

by: Michael F. Yoshiba, Esq., Richards Watson & Gershon, a Professional Corporation

*ALWAYS HAVE A GOOD BACK-UP PLAN*  
Entitlement to Claim Loss of Business Goodwill

GALARDI GROUP FRANCHISE & LEASING, LLC et al. v. CITY OF EL CAJON

Filed 06/07/11

Cite as 2011 S.O.S. 3051

(California Court of Appeal, Fourth Appellate District, Division 1)

### I. FACTS

The law is clear that only the “owner of the business” conducted on condemned property may claim compensation for lost goodwill. (Code Civ. Proc., § 1263.510, subd. (a); undesignated statutory references are to this code.) In this inverse condemnation proceeding, the appellate court concluded that the trial court correctly held that the lessor of a business was not entitled to compensation for lost goodwill because it did not “own the business” located on the condemned property. But, the appellate court also concluded that a lessee can agree to “waive” the right to any condemnation award as benefiting the condemning authority. And the trial court erred when it found a subsequent assignment of “any condemnation award” from the lessee to the lessor to be ineffectual. Accordingly, the court reversed the judgment and remanded it back to the trial court for further proceedings on the loss of goodwill claim.

### II. PROCEDURAL BACKGROUND

Galardi Group Franchise & Leasing, LLC (Galardi) is listed with the California Department of Corporations as a franchisor doing business under the name Wienerschnitzel. Galardi offers franchises as a “full franchise” where an individual or legal entity purchases, leases or subleases a location and fixtures and equipment, or a “limited franchise” where an individual or legal entity leases a location and fixtures and equipment on a month-to-month basis. One of its limited franchises included a Wienerschnitzel restaurant (the Restaurant) that formerly operated at 299 North Magnolia Avenue, El Cajon, California (the Premises). Galardi subleased the Premises to Mark D. Bingham (the Operator), who controlled the Restaurant on the Premises for almost 20 years under a written Operator Agreement (the Agreement). In March 2005, Galardi received notice that the Premises it leased would likely be taken by eminent domain. In 2007, the Restaurant closed when the City of El Cajon (the “City”) acquired the Premises for a police facility. Although Galardi and the Operator tried to preserve the goodwill by relocating the Restaurant, they were unsuccessful. On October 2, 2008, Galardi and the Operator executed an assignment whereby the Operator assigned any

### Case of the Month, continued

claim it had for lost goodwill compensation to Galardi. The following week, Galardi sued the City for inverse condemnation. Galardi alleged that it was entitled to lost goodwill compensation because (1) it owned the Restaurant operating on the property, and (2) it alleged that the Operator had assigned its rights to lost goodwill compensation to Galardi and thus it was also entitled to compensation as an assignee of the Operator. The City denied the validity of either theory based upon these facts.

The matter proceeded to trial, with the City relying on *Redevelopment Agency v. International House of Pancakes, Inc.* (1992) 9 Cal.App.4th 1343 (IHOP) to argue that as a nonowner franchisor, Galardi was not entitled to compensation for lost goodwill. It further argued that the Operator was the business owner, but that it had no obligation to pay the Operator for lost goodwill compensation based on paragraph 15 of the Agreement whereby the Operator "waive[d]" its right to any condemnation award. The City reasoned that the assignment of the right to receive goodwill compensation that Galardi obtained from the Operator was ineffectual because the Operator had already waived its right to receive any condemnation award from any condemning authority, and thus had nothing to assign.

The trial court ultimately issued a judgment in favor of the City. In its statement of decision, the court concluded that: (1) the Operator, not Galardi, was the business's owner, noting that a business license held the Operator out to be the owner of the business, and Galardi reported the Operator as a limited franchisee to the Department of Corporations; and (2) because the Operator had no interest to assign, that the alleged assignment was "ineffectual." Galardi appealed.

### III. DISCUSSION

#### A. Entitlement to Goodwill Compensation as an "Owner."

The "owner" of a business conducted on property taken by eminent domain is entitled to be compensated for loss of goodwill caused by the taking. (§ 1263.510.) The purpose of the statute is to "provide monetary compensation for the kind of losses which typically occur when an ongoing small business is forced to move and give up the benefits of its former location." (*People ex rel. Dept. of Transportation v. Muller* (1984) 36 Cal.3d 263, 270.) To recover lost goodwill, the claimant must prove, among other things, that it is the business owner, the loss was caused by the taking of the property or injury to the remainder, and the loss cannot reasonably be avoided by relocation of the business or by taking other measures and adopting procedures that a reasonably prudent person would take and adopt in preserving goodwill. (§ 1263.510, subd. (a).) The claimant has the burden of establishing that the necessary conditions exist which entitles it to compensation for loss of goodwill. (*Redevelopment Agency v. Thrifty Oil Co.* (1992) 4 Cal.App.4th 469, 475.) The trial court's threshold determination on entitlement to compensation for lost goodwill requires it to resolve any disputed facts (*Emeryville Redevelopment Agency v. Harcross Pigments, Inc.* (2002) 101 Cal.App.4th 1083, 1119) and assess the credibility of witnesses relating to the existence of the requisite conditions. (Evid. Code, § 780.)

Galardi asserts the trial court erred when it determined that Galardi was not a business owner within the meaning of section 1263.510 because it used an operator to run the Restaurant. It claims that the IHOP case is distinguishable because the party seeking compensation was by its own admission a franchisor, whereas here, Galardi is not a franchisor, and the Operator is not a franchisee.

However in IHOP, the agreement provided that the relationship between the parties was not a partnership, joint venture or agency, and that the franchisee could operate the restaurant in the manner it chose subject to provisions in their agreements and standard operating procedures. Here, there was no indication of ownership by Galardi.

Additionally, the Galardi agreement required that the Operator indemnify Galardi from any and all claims or liabilities related to the Premises, and any losses suffered by the Operator, Galardi or third parties related to the Operator's use of the Premises. Like the claimant in IHOP, Galardi "established a method of operation intend[ing] to immunize or insulate itself from the risks and liabilities inherent in the ownership of [a] business, and has not explained how that same agreement can simultaneously make it an owner of the business for the sole purpose of these condemnation proceedings." (IHOP, supra, 9 Cal.App.4th at p. 1351.). Accordingly, the trial court properly concluded that Galardi was not the owner of the business within the meaning of section 1263.510.

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## Case of the Month, continued

### B. Entitlement to Goodwill Compensation by an Assignment of Rights

The Agreement contained a waiver clause stating that "[i]f all or any part of the premises is condemned for public or quasi-public use, Operator waives all right to or interest in any condemnation award or settlement." The trial court interpreted this provision as providing that the Operator waived any condemnation recovery from a condemning agency. Because the Operator had no right to recovery from a condemning agency, the trial court reasoned that the later executed assignment purporting to give Galardi the Operator's right to any condemnation recovery was ineffectual because the Operator had nothing to assign. Thus, the City had no obligation to pay lost goodwill compensation to Galardi or the Operator based on how Galardi wrote its agreements.

Galardi argued that the waiver clause was intended to benefit it, not any condemning agency, and that the trial court's interpretation of the clause was contrary to the standard rules for the interpretation of contracts and basic common sense. The appellate court agreed with Galardi and rejected this contention as Galardi argued in its appellant's brief that the parties to the Agreement *did not intend to benefit the City* and that the trial court misinterpreted the Agreement. Galardi also argued to the trial court that the waiver clause should be interpreted as an assignment agreement between the parties.

The appellate court concluded that the parties intended the waiver clause to define their respective rights to goodwill damages *vis-à-vis one another*. First, a tenant and landlord may apportion a condemnation award any way they see fit, and a tenant may assign his rights in a condemnation award. (*Chhour v. Community Redevelopment Agency* (1996) 46 Cal.App.4th 273, 283.) Thus, it appears more likely that the parties were defining their respective rights to goodwill damages *vis-à-vis one another*, rather than benefiting a nonparty to the Agreement. (*New Haven Unified School Dist. v. Taco Bell Corp.* (1994) 24 Cal.App.4th 1473, 1482 [lessee's waiver of right to recover bonus value of a lease interpreted to mean lessee assigned it to the other party to the transaction, not that the lessee intended to surrender this right to the public agency].) Moreover, while it is not necessary for a third party to be specifically named in a contract, the third party bears the burden of proving that the provision sought to be enforced was actually made to it personally or to a class of which it is a member. (*Neverkovec v. Fredericks* (1999) 74 Cal.App.4th 337, 348-349.) It makes no sense that Galardi or the Operator intended the waiver clause to benefit a nonparty (here the City) to the Agreement, and the City has not shown this is what the parties intended.

The appellate court found that the assignment of the loss of goodwill rights from the Operator to Galardi valid, and directed that the trial court must now review the case and determine whether Galardi can prove the remaining statutory elements showing entitlement to compensation for lost goodwill as an assignee, and if so, empanel a jury to determine the amount of any compensation for lost goodwill.

#### IV. Conclusion

While Galardi has no right to claim loss of business goodwill as a franchisor or lessor on these facts, he was nonetheless shrewd in obtaining lessee's rights to claim said loss via an assignment the Operator. He therein preserved his right to allege and assert a claim for loss of business goodwill.

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<i>Law</i>	<b>Michael F. Yoshiba, Esq.</b> Richards, Watson & Gershon	213 626-8484	<a href="mailto:myoshiba@rwglaw.com">myoshiba@rwglaw.com</a>
<i>Local Public Agency</i>	<b>Kelly Kitasato, R/W-AMC,</b> City of Pasadena	626 744-7356	<a href="mailto:kkitasato@cityofpasadena.net">kkitasato@cityofpasadena.net</a>
<i>Luncheon</i>	<b>Aaron Aftergut</b> Integra Realty Resources	818 290-5434	<a href="mailto:aaftergut@irr.com">aaftergut@irr.com</a>
<i>Membership</i>	<b>Michael Popwell, SR/WA</b> MPA, Inc.	323 874-2384	<a href="mailto:michael@mpopwell.com">michael@mpopwell.com</a>
<i>Pipeline</i>	<b>Gary Valentine, MAI, SR/WA</b> Valentine Appraisal & Assoc.	661 288-0198	<a href="mailto:gsv@valentineappraisal.com">gsv@valentineappraisal.com</a>
<i>Asset Management</i>	<b>Duncan Robb, SR/WA, R/W - AMC</b> Epic Land Solutions	909-627-2590	<a href="mailto:duncanrobb@epicland.com">duncanrobb@epicland.com</a>
<i>Relocation</i>	<b>Dionisio (Dio) Marquez</b> Del Richardson & Assoc.	310 645-3729 x 226	<a href="mailto:Dionisio.marquez@drainc.com">Dionisio.marquez@drainc.com</a>
<i>Valuation Seminar</i>	<b>William Larsen,</b> Integra Realty Resources	818 290-5428	<a href="mailto:wlarsen@irr.com">wlarsen@irr.com</a>
<i>Communication</i> <i>(webmaster volunteer needed)</i>	<b>Konstantin Akhrem</b> Paragon Partners, Ltd.	714 379-3376	<a href="mailto:Kakhrem@paragon-partners.com">Kakhrem@paragon-partners.com</a>

## Updating Your IRWA Membership

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.

## IRWA Chapters 1, 57 & 67 Annual Tri-Chapter Luncheon

Tuesday, December 6, 2011  
The Grammy Museum at L.A. Live!!

SAVE THE DATE



More Details Coming Soon!!



19210 S. Vermont Avenue, Building A, Suite 100  
Gardena, CA 90248  
Phone: (310) 538-0233  
www.irwaonline.org

**Coming Soon!**

## **Course 205: Bargaining Negotiations**

### **Course 205: Bargaining Negotiations**

#### **Course Description:**

This course teaches the skills required to win at bargaining negotiations. Problem-solving negotiations, as taught in Courses 100, 200 and 201, are widely accepted as the preferred type of negotiations. The acquisition professional, however, must be effective at both bargaining and problem-solving negotiations. Otherwise, he/she is at the mercy of the attorney or property owner who insists upon a hard bargaining stance. This course does not deal with undue influence, tricks or unprofessional deception. It does teach the participant how to be more successful in a bargaining situation.

Participants will learn: The steps in a bargaining negotiation; how to analyze the negotiations to determine if they are progressing in a bargaining or problem-solving mode; how to identify the specific skills and attitudes required of successful bargainers; how to make the initial offer; how and when to grant concessions; how to secure concessions from the other party; self-examination, role play and case studies tie negotiations to on-the-job situations.

**Course Level:**  
Advanced

#### **Topics:**

- Problem-solving vs. bargaining negotiations
- When to bargain
- Characteristics of bargaining
- Factors to consider before negotiations start
- Use of threats and promises
- Case Studies: practical exercises in bargaining negotiations

#### **Prerequisites:**

It is recommended that participants successfully complete IRWA Courses 100, 200, and/or 201 prior to attending this class.

**Course Tuition Includes:**  
Participant's Manual

**Recommended Materials:**  
"Successful Communication and Negotiation" - Textbook

#### **Who Should Take This Course:**

This course is designed for right of way practitioners who are dedicated to reaching optimum agreements even when they encounter negotiators who pursue more conflict-oriented negotiation styles.

Last Name										First Name									
Title																			
Company Name																			
Address																			
City, State, Zip																			
( ) -					<input type="checkbox"/> Yes <input type="checkbox"/> No														
Phone					Member					Member ID Number									
Email Address																			

If payment includes the fees for registrants other than yourself, check here:   
 (Please submit names of other registrants on a separate paper along with this form)  
 Will you also be attending? Yes No

Member Tuition	Non-Member Tuition	Total Tuition Amount Due
\$415.00	\$520.00	\$_____

Total Member Registrants: _____
Total Non-Member Registrants: _____

PRINT NAME AS IT APPEARS ON CARD: \_\_\_\_\_

Amex  MC  Visa  Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ 3-Digit CVV: \_\_\_\_\_

Signature: \_\_\_\_\_ Amount to be Charged: \_\_\_\_\_

### Course 205: Bargaining Negotiations

**Sponsor:** IRWA Chapter 1  
**Date:** July 14-15, 2011  
**Time:** 8:00 AM - 5:00 PM Daily  
**City:** Downey, CA

**Class Location:**  
 Energy Resource Center  
 9240 East Firestone Blvd.  
 Downey, CA 90242  
 Phone: (562) 803-7434

**Four Ways to Register:**  
**Online:** www.irwaonline.org  
**Fax:** (866) 388-7419  
**Phone:** (310) 538-0233, x138  
**Contact Course Coordinator**

**Cancellation Policy:** All classes scheduled by IRWA are subject to cancellation. All class registrants must contact the Course Coordinator prior to making travel arrangements, keeping in mind that the class may be cancelled at any time (for reasons including, but not limited to, insufficient registration, Facilitator emergencies or other issues beyond the control of the chapter and/or IRWA). Fully liquidated damages for any losses incurred by a class registrant are limited solely to a refund of the registrant's prepaid class tuition. IRWA and its chapters assume no other registrant liability resulting from class cancellation.

**Tuition Refund Policy:** Written notification of intent to cancel registration must be received via email by both the Course Coordinator and IRWA Headquarters Education Staff (education@irwaonline.org) prior to the class start date in order to be eligible for a tuition refund. A full tuition refund will be issued if notice is received 15 days or more prior to class start date; a 75% refund will be issued if notice is received less than 15 days prior to the class start date, and no refund will be issued for notice received on or after the class start date.

**Accommodations:**  
 Embassy Suites  
 8425 Firestone Blvd.  
 Downey, CA 90013-1011  
 Phone: (562) 861-1900

**Rates:** (starting at)  
 Single/Double: \$189 + Tax

Please contact the hotel directly for rates and reservations.

**Course Coordinator:**  
 William Larsen  
 Integra Realty Resources—Los Angeles  
 16030 Ventura Blvd., Suite 200  
 Encino, CA 91436  
 Phone: (818) 290-5400 / Fax: (818) 290-5401  
 Email: wlarsen@irr.com

**About the Facilitator:**

**Ralph C. Brown, SR/WA**, has been in the right of way field for over 40 years. As a Senior Right of Way agent with Caltrans he was involved with negotiations and appraisals. He testified in court as an expert appraiser, prepared appraisals in anticipation of condemnation and supervised the preparation of narrative appraisal reports. For 16 years as a Staff V.P. with IRWA Mr. Brown managed the Association's education program. He developed courses, monitored outside course developers, conducted Instructor Certification Clinics, taught IRWA courses and presented seminars. Mr. Brown currently is an independent review appraiser specializing in partial take appraisals.



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Gardena, CA 90248  
Phone: (310) 538-0233  
www.irwaonline.org

**Coming Soon!**

## **Course 421: The Valuation of Partial Acquisitions**

### **Course 421: The Valuation of Partial Acquisitions**

#### **Course Description:**

This advanced course for the experienced appraiser deals with the special problems of the valuation of partial acquisitions, both fee and easement. The participant will learn various accepted appraisal methods in order to best determine the approach that is needed in any particular situation. To aid in understanding, this course includes numerous exercises and case studies.

#### **This "how to" class includes:**

- How to determine and appraise the larger parcel
- Techniques for appraising the part acquired
- How to identify and measure various types of damages
- How to value the remainder after acquisition
- Special benefits - ways to handle
- Before and after approach - how, why & when

#### **Course Level:**

Advanced

#### **Topics:**

- Review of the basic principles and the valuation process
- Utilization of both Federal ("Before and After") Rule and the State (Summation) Method in the valuation of partial acquisitions
- Allocation of the partial acquisition compensation among its components (i.e., value of the part taken, damages to the remainder, benefits to the remainder, cost to cure)
- Application of various methods to analyze and quantify the impacts of partial acquisitions on remainder properties
- Analysis of both temporary and permanent easements and valuation techniques
- Becoming a better expert witness

#### **Prerequisites:**

It is recommended that participants successfully complete IRWA Course 400 "Principles of Real Estate Appraisal" prior to attending this class, or have a minimum of one year practical appraisal experience or college appraisal class (minimum of 9 hours) or its equivalent.

#### **AQB Credits:**

The Appraiser Qualifications Board (AQB) has reviewed and approved this course for the following: 32 hours QE, 32 hours CE/E, 30 hours CE, Classroom through March 24, 2014.

#### **Course Tuition Includes:**

Participant's manual; USPAP Text

#### **Required Materials:**

Handheld Calculator

#### **Who Should Take This Course:**

This course is geared toward experienced appraisers who are in the process of conducting partial acquisitions, as the course deals with the special problems of the valuation of partial acquisitions, both fee and easement.

Registration form fields for Last Name, First Name, and Title.

If payment includes the fees for registrants other than yourself, check here: (Please submit names of other registrants on a separate paper along with this form) Will you also be attending?

Registration form field for Company Name.

Registration form field for Address.

Registration form field for City, State, Zip.

Registration form fields for Phone, Member status (Yes/No), and Member ID Number.

Registration form field for Email Address.

Table with 3 columns: Member Tuition (\$755.00), Non-Member Tuition (\$935.00), Total Tuition Amount Due (\$\_\_\_\_\_).

Registration summary box: Total Member Registrants: Total Non-Member Registrants:

PRINT NAME AS IT APPEARS ON CARD:

Amex MC Visa Card #: Exp: 3-Digit CVV:

Signature: Amount to be Charged:

Course 421: The Valuation of Partial Acquisitions

Sponsor: IRWA Chapter 1 Date: September 12-15, 2011 Time: 8:00 AM - 5:00 PM Daily City: Los Angeles, CA

Class Location: Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Phone: (213) 922-6235

Four Ways to Register: Online: www.irwaonline.org Fax: (866) 388-7419 Phone: (310) 538-0233, x138 Contact Course Coordinator

Accommodations: Kyoto Grand Hotel and Gardens 120 South Los Angeles Avenue Los Angeles, CA 90012 Phone: (888) 354-0831 Rates: (starting at) Single: \$110 + 14.065% Tax Double: \$130 + 14.065% Tax

Please contact the hotel directly for rates and reservations.

Course Coordinator: William Larsen Integra Realty Resources—Los Angeles 16030 Ventura Blvd., Suite 220 Encino, CA 91436 Phone: (818) 290-5428 / Fax: (818) 290-5401 Email: wlarsen@irr.com

About the Facilitator: Michael E. Lahodny is a Consultant with Sacramento based Right of Way Firm Bender Rosenthal, Inc. As a technical project specialist he provides project oversight and appraisal planning/review for project delivery.

Cancellation Policy: All classes scheduled by IRWA are subject to cancellation. All class registrants must contact the Course Coordinator prior to making travel arrangements, keeping in mind that the class may be cancelled at any time (for reasons including, but not limited to, insufficient registration, Facilitator emergencies or other issues beyond the control of the chapter and/or IRWA).

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