



Condemnation Summit XXXV



Condemnation Summit XXXV

Welcome Remarks

Jennifer Cranston | Gallagher & Kennedy
Ashley Mahoney | Nossaman LLP

Today's Agenda

- 9:00 a.m. Welcome Remarks
- 9:15 a.m. Navigating CC&Rs & Other Private Use Restrictions in Right of Way Acquisition**
- 10:30 a.m. Morning Networking Break
- 10:45 a.m. Mediation Theory & Practice**
- 11:45 a.m. Hosted Lunch
- 12:45 p.m. The Algorithm in the Room: AI's Growing Role in Appraisals**
- 2:00 p.m. Afternoon Networking Break
- 2:15 p.m. Access!**
- 3:15 p.m. Cookie Break Sponsored by Integra Realty Resources
- 3:30 p.m. Eminent Domain Game Show**
- 4:30 p.m. Conclusion



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Navigating CC&Rs & Other Private Use Restrictions in Right of Way Acquisition

Matt Hansen | Nossaman
Tara O'Hanlon | Nossaman

Sound Transit bully tactics?



Legal Framework for Use Restrictions

- Minority: Private contract right
- Majority: Property right like any other
- Other use restrictions
- AZ: *State v. Foothills Rsrv. Master Owners Ass'n, Inc.*, 562 P.3d 866 (Ariz. 2025)
- WA: WSDOT case
- WA: *Cent. Puget Sound Reg'l Transit Auth. v. Marino*, 23 Wn. App.2d 1029 (2022)

Pre-acquisition Issues

- Identifying possible use restrictions
- Does the Project conflict?
- Who is named? HOA? Lenders?
- Project timing/possession
- Form of acquisition



Valuation Issues

- Larger parcel
- Date of value
- Temporary rights
- Permanent rights
- Damages
- Special benefits

properties in Zone 2 are as follows with the percentage decrease calculated from the current assessed value.

EL	Owner Name	Address	Division	%	2018 King Cnty Appraised Value	Range 1	Range 2
175	Walkley, Frederick Jr.	418 111 th Ave SE	SD2	15-30	930,000.00	139,500.00	279,000.00
182	Harrison, Karen	314 111 th Ave SE	SD2	15-30	841,000.00	126,150.00	252,300.00
194	Liu, Wei & Qian, Li	204 111th Ave SE	SD 1	15-30	691,000.00	103,650.00	207,300.00
700	Ludwick, John 11005 Main Street, LLC	11005 Main Street	SD 1	15-30	1,143,100.00	171,465.00	342,930.00
701	Kim, Yoon Jik & Hye Sook	80 110th Ave SE	SD 1	15-30	597,000.00	89,550.00	179,100.00
706	Miller, Nicole C.	11014 SE 2nd St	SD 1	15-30	781,000.00	117,150.00	234,300.00
723	Yamamoto, Martin W. & Heather H.	240 110th Ave SE	SD 1	15-30	647,000.00	97,050.00	194,100.00
724	Ruzaeva, Olga	256 110th Ave SE	SD 1	15-30	1,132,000.00	169,800.00	339,600.00
725	O'Rourke, Patrick D. & Linda A.	304 110th Ave SE	SD 1	15-30	863,000.00	129,450.00	258,900.00
733	Hsiao, Pin & Gordeeva, Antonina Y	404 110th Ave SE	SD 1	15-30	1,909,000.00	286,350.00	572,700.00
739	Maeng, Sung Gon & Bae, Jinsun	448 110th Ave SE	SD 1	15-30	867,000.00	130,050.00	260,100.00
752	Zhang, Bei & Yu, Huan	522 110th Ave SE	SD 1	15-30	834,000.00	125,100.00	250,200.00
755	Kim, Donglok & Jeong, Eunjoo	536 110th Ave SE	SD 1	15-30	836,000.00	125,400.00	250,800.00
760	Applestone, Richard	319 111 th Ave SE	SD2	15-30	823,000.00	123,450.00	246,900.00
764	Paisley, David and Wendy	243 111 th Ave SE	SD2	15-30	765,000.00	114,750.00	229,500.00
770	Guo, Chunwei & Dai, Shenglu	301 110 th Pl SE	SD2	15-30	733,000.00	109,950.00	219,900.00
775	King, John and Gretchen	217 110 th Pl SE	SD2	15-30	786,000.00	117,900.00	235,800.00
776	Anderson, Leah & Smith, Christopher	11031 SE 4 th St	SD2	15-30	775,000.00	116,250.00	232,500.00
777	McElroy, Gayle	11015 SE 4 th St	SD2	15-30	886,000.00	132,900.00	265,800.00
778	Soake, David & Natividad	415 111 th Ave SE	SD2	15-30	741,000.00	111,150.00	222,300.00
867	Kwon, Young Ho & Me Sun	204 110th Pl SE	SD 1	15-30	735,000.00	110,250.00	220,500.00

Negotiation, Condemnation, and Title Issues

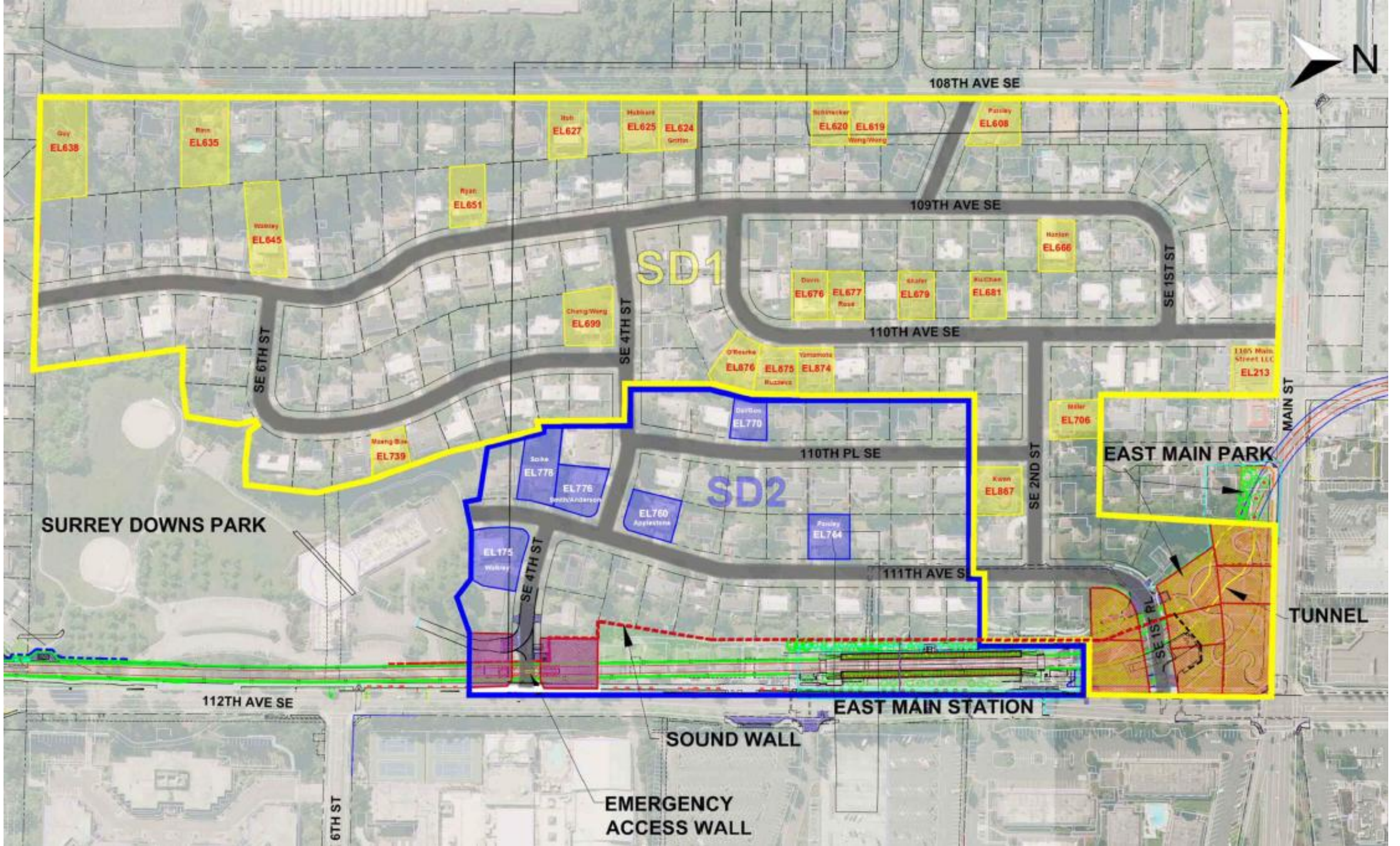
- Pre-condemnation negotiation
- Condemnation logistics
- Lis pendens
- Impact of settling owners on others' rights
- Recording CC&R amendments





Case Study: Sound Transit/Surrey Downs

- 292 properties in four subdivisions
- Need to amend CC&Rs for all 292 properties
- CC&Rs – New legal issue on whether compensable property right?
- \$0 valuation conclusion – minimum just compensation policy (\$300 - \$1,000)
- Unprecedented outreach and acquisition efforts
- Successful pre-condemnation acquisition of 100+ rights
- Over \$10 million v. \$0 over 7-year litigation
- Three appeals and 6-week trial spread over 3-months

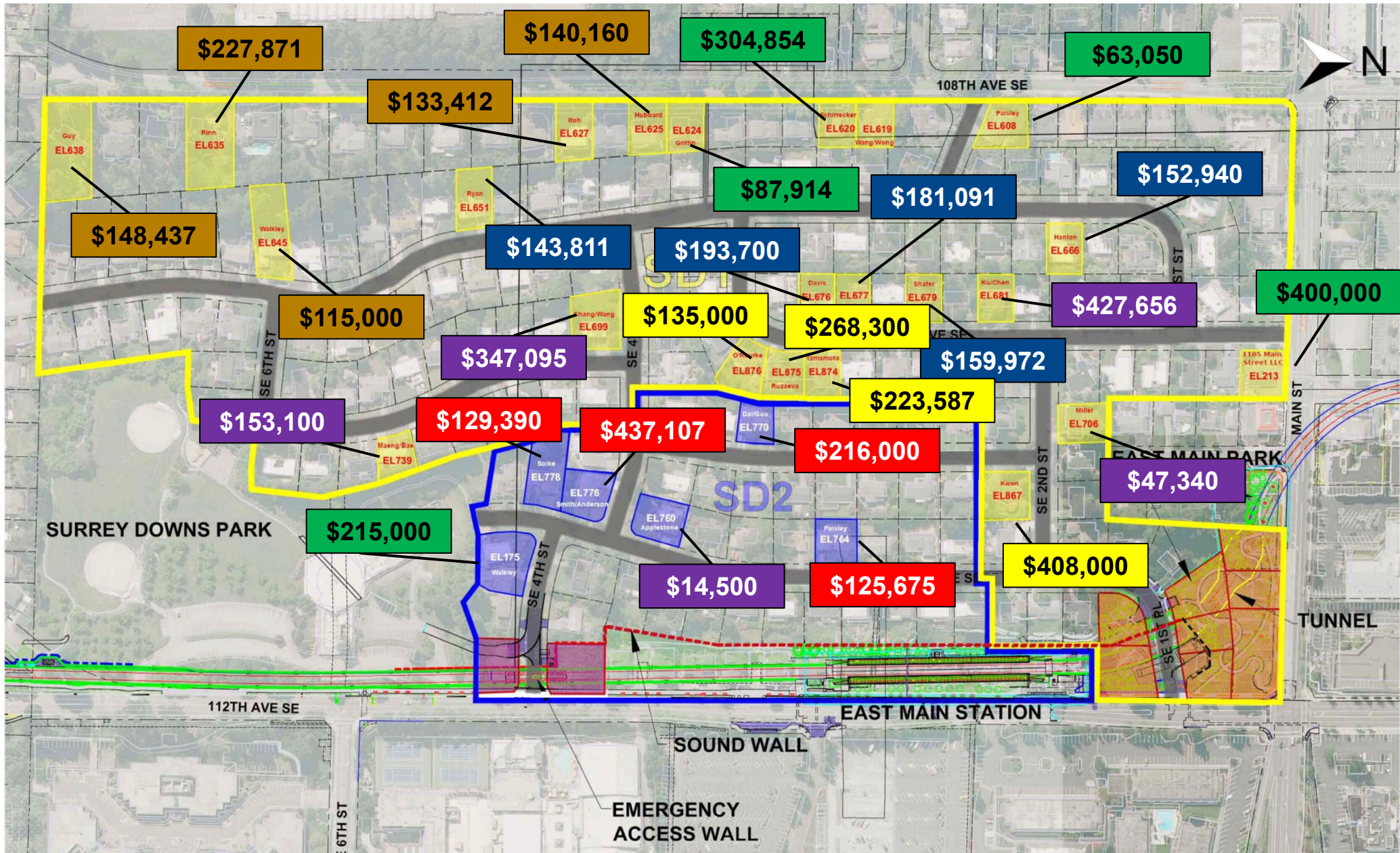


100%-Zoom Jury Trial and Appeal

- 28 Owners proceed to trial
- November – January 2020 trial
- ~40 expert and fact witnesses
- Valuation dispute –
 - \$28k v. \$5.6 mm
 - Risk of fees and costs
- Appeal following jury verdict
- Over 20 issues on appeal
- Jury verdict upheld on all accounts







Thank You



Matt Hansen
Partner
Nossaman



Tara O'Hanlon
Partner
Nossaman



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Morning Networking Break

We will resume at 10:45 a.m.



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Mediation Theory & Practice

Ken Fields | Fields Mediation

Bethany Hicks | Hicks Mediation

Overview of Mediation

- Definition
- Core Objectives
- Trends in Mediation

Formal Opinion 518

October 15, 2025

A Lawyer's Duties to Avoid Misleading Communications When Acting as a Third-Party Neutral Mediator

Paragraph (c) also requires the lawyer-mediator to explain the difference between the lawyer-mediator's role as a third-party neutral and the role of a lawyer representing a client in mediation when the lawyer-mediator is acting as a

I. The Lawyer-Mediator's Duties under Model Rule 2.4 When Serving as Third-Party Neutral

mediator, a lawyer-mediator is subject to Rule 8.4(c), which prohibits a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. A lawyer-mediator may not give credence to statements the lawyer-mediator knows to be false or personally make statements that the mediator knows to be false.

II. The Lawyer-Mediator's Duty to Avoid Statements that Imply that the Lawyer-Mediator is not Neutral but is Seeking to Achieve a Party's Best Interest

a third-party neutral, a nonrepresentational role helping the parties to resolve a dispute or other matter."¹ Rule 2.4, titled "Lawyer Serving as Third-Party Neutral," defines a third-party neutral as a lawyer who assists two or more persons "who are not clients of the lawyer" to reach a resolution

III. The Lawyer-Mediator's Duty to Avoid Dishonesty, Fraud, Deceit, and Misrepresentation When Communicating with the Parties

or third parties, but all in the context of representing a client. See, e.g., Rules 3.1-3.9, 4.1-4.3. None of these Model Rules applies to a lawyer-mediator. Instead, Rules 1.12 and 2.4 specifically address lawyers serving as third-party neutrals. In addition, other Model Rules apply to lawyer-mediators

¹ ABA MODEL RULES OF PROF'L CONDUCT, Preamble [3].

ABA Rule 2.4: Lawyer Serving as Third-Party Neutral

- a) A lawyer serves as a third-party neutral when the lawyer assists two or more persons who are not clients of the lawyer to reach a resolution of a dispute or other matter that has arisen between them. Service as a third-party neutral may include service as an arbitrator, a mediator or in such other capacity as will enable the lawyer to assist the parties to resolve the matter.
- b) A lawyer serving as a third-party neutral shall inform unrepresented parties that the lawyer is not representing them. When the lawyer knows or reasonably should know that a party does not understand the lawyer's role in the matter, the lawyer shall explain the difference between the lawyer's role as a third-party neutral and a lawyer's role as one who represents a client.

Types of Mediation

- Facilitative Mediation
- Evaluative Mediation
- Transformative Mediation
- Narrative Mediation
- Shuttle Mediation
- Hybrid Approaches

Theoretical Foundations

- Interest-Based Negotiation (Fisher & Ury)
- Game Theory
- Behavioral Economics
- Procedural Justice Theory
- Conflict Resolution Theory

Eminent Domain Context

- Nature of Eminent Domain Disputes
- Common Issues

Application of Mediation Types

- Facilitative Mediation in Eminent Domain
- Evaluative Mediation in Eminent Domain
- Shuttle Mediation
- Hybrid Mediation

Application of Theoretical Frameworks

- Interest-Based Negotiation
- Game Theory
- Behavioral Economics
- Procedural Justice
- Conflict Resolution Theory

Practical Mediation Process (Eminent Domain)

- Pre-Mediation
- Mediation Session
- Resolution

Advantages of Mediation in Eminent Domain

- Faster resolution than litigation
- Reduced legal and expert costs
- Greater flexibility in outcomes
- Preservation of public relations
- Increased satisfaction for property owners

Limitations

- Power imbalance concerns
- Government constraints on authority
- Non-binding nature (unless agreement reached)
- Potential strategic misuse by parties

Conclusion

- Mediation is highly effective in eminent domain disputes
- Hybrid approaches work best
- Success depends on?

Thank You



Ken Fields
Owner / Mediator
Fields Mediation



Bethany Hicks
Owner / Mediator
Hicks Mediation



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Hosted Lunch

We will resume at 12:45 p.m.



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The Algorithm in the Room: AI's Growing Role in Appraisals (Putting the AI in MAI)

Gerald Zaddack | Zaddack Valuation Advisors, Inc.

Introduction

ME: I am giving a talk called The Pros & Cons of Using AI in Appraisal Reports. I think the title is very boring. Can you please help me find a more witty and creative title that says the same thing?

AI: Yeah, that title gets the job done... but it definitely sounds like a compliance seminar at 8 a.m. 😊 Let's give it some personality while keeping the meaning clear.

AI's Title Options

- **Clever & Balanced**

- “AI in Appraisal Reports: Smart Tool or Risky Shortcut?”
- “Artificial Intelligence in Appraisals: Advantage or Liability?”
- “AI in Appraisals: Boosting Accuracy or Blurring the Lines?”
- “The AI Advantage? Rethinking Appraisal Reports in the Digital Age”

AI's Title Options

- Witty / Slightly Playful
 - “Bots, Bias, and Bottom Lines: AI in Appraisal Reports”
 - “Can AI Value Property... or Just Guess Better?”
 - “From Clipboards to Code: AI Enters the Appraisal World”
 - “Appraisals Meet Algorithms: What Could Go Right (and Wrong)?”

AI's Title Options

- Slightly Edgy (good for grabbing attention)
 - “Who’s Really Valuing the Property—You or the Algorithm?”
 - “When AI Writes the Report: Progress or Problem?”
 - “Automated Appraisals: Smarter Reports or Hidden Risks?”
 - “The Algorithm in the Room: AI’s Growing Role in Appraisals.”

The Players



ChatGPT

Open AI/Chat GPT

Costs: Free up to \$200/month or more, depending on needs.



Google Gemini

Costs: Free up to \$45/month or more, depending on needs.



Anthropic's Claude

Costs: Free up to \$100/month or more, depending on needs.



Elon Musk's Grok

Costs: Free up to \$300/month or more, depending on needs.



Gallagher & Kennedy



Examples of When/How to Use AI

- General Market Data
- Comp Research
- Proofreading Your Report

GENERAL MARKET DATA

General Market Data Example

- The Initial Ask:

ChatGPT ▾

I am a real estate appraiser. I am working on an appraisal of a 10,000 square foot office building located within Flagstaff Arizona. Please write an overview of the office market in Flagstaff Arizona. Focus on existing supply, office rental rates, office vacancy rates and projected rental rates

Below is a **market overview suitable for appraisal narrative use**. Given the limited institutional reporting specific to Flagstaff (a tertiary market), the analysis relies on available listing data, regional trends, and broader Arizona office dynamics.

General Market Data Example

• Request Results – Narrative

Flagstaff, Arizona – Office Market Overview

1. Market Context & Supply Characteristics

Flagstaff is a **small, tertiary office market** serving a regional economy anchored by Northern Arizona University, healthcare, tourism, and government services. The total office inventory is modest and largely composed of:

- **Small to mid-size buildings (1,000–10,000 SF suites typical)**
- **Predominantly Class B/C product**, with limited institutional-quality Class A space
- Concentrations in:
 - Downtown Flagstaff (historic buildings, smaller floor plates)
 - Woodlands Village Blvd / Milton corridor (suburban office)
 - Medical/NAU-adjacent nodes

Current availability data indicates **very limited active listings**, reinforcing constrained supply. Only a handful of lease listings are typically on the market at any given time. CommercialCafe

This limited inventory is a defining characteristic of the Flagstaff office market and tends to stabilize occupancy levels relative to larger metros.

2. Office Rental Rates

As of early 2026, asking rents for office space in Flagstaff generally fall within the following range:

- **Typical range: approximately \$18.00 to \$26.00 per square foot (full service or modified gross depending on property)** CommercialCafe
- Smaller or coworking spaces may be priced on a monthly basis, often at a premium on a per-square-foot basis.

Observations:

- **Higher-end or medical/professional space** tends to command rents in the mid-\$20/SF range.
- **Older or secondary locations** trade closer to the high-teens.
- Rental rate dispersion is driven more by **building quality and tenant improvements** than by submarket differentiation (given the city's small scale).

Relative to larger Arizona metros, Flagstaff rents are:

- Lower than premium Class A space in Phoenix
- Comparable or slightly elevated relative to other rural Northern Arizona markets due to supply constraints

General Market Data Example

• Request Results – Narrative

3. Vacancy Rates & Occupancy Conditions

Direct office vacancy data for Flagstaff is limited; however, multiple indicators point to a **tight and relatively stable occupancy environment**:

- The **very limited number of available listings** suggests **low functional vacancy** in the market. CommercialCafe
- Broader local real estate indicators (residential proxy) show **vacancy around ~4–5%**, reflecting generally tight supply conditions in the area. CapRateCity

Interpretation for office:

- While not directly equivalent, this supports the conclusion that **overall real estate supply in Flagstaff is constrained**, including office.
- Typical market vacancy is generally considered:
 - **Lower than major metros (which often exceed 15–25%)**
 - **Likely in a single-digit to low-teens stabilized range** depending on product type

Tenant demand drivers include:

- Local professional services (legal, financial, engineering)
- Medical office demand
- University-related users
- Small business and government tenancy

4. Demand Drivers & Market Dynamics

Key demand characteristics:

- **Limited new construction:** High development costs, zoning constraints, and relatively small tenant base restrict new office supply.
- **Stable but modest absorption:** Growth is tied to population (~1% annually) and institutional expansion rather than corporate relocations. CapRateCity
- **Hybrid work impact:** Similar to national trends, demand has shifted toward:
 - Smaller footprints
 - Higher-quality or flexible space
 - Medical and service-oriented uses (more resilient)

At the state level, Arizona's office sector is:

- Undergoing **post-pandemic adjustment**
- Emphasizing **adaptive reuse and flexible layouts** rather than speculative development Accio

These trends are present in Flagstaff but muted due to its already small inventory base.

General Market Data Example

• Request Results – Narrative

5. Rental Rate Trends & Outlook

Recent data suggests:

- **Stable to modestly increasing rents** across the broader Flagstaff market
- Residential rent growth (a proxy for overall real estate pressure) shows:
 - Continued upward trend with **year-over-year increases** and stabilization at elevated levels

UnlimitedREAZ

Forward-looking expectations (12–36 months):

- **Rental Rates:**
 - Expected to show **moderate upward pressure**, particularly for:
 - Well-located professional/medical space
 - Renovated or Class A-equivalent product
 - Limited new supply will support landlord pricing power
- **Vacancy:**
 - Likely to remain **stable to slightly tightening**
 - No significant speculative construction to materially increase vacancy
- **Market Risk Factors:**
 - Economic sensitivity due to reliance on tourism and education
 - Limited tenant depth (single large vacancy can impact submarket stats)

6. Summary (Appraisal-Oriented Conclusion)

The Flagstaff office market is best characterized as a **supply-constrained, stable tertiary market** with limited inventory and modest but consistent demand. Current conditions indicate:

- **Limited supply and low turnover**
- **Rental rates generally ranging from \$18–\$26/SF**
- **Relatively low vacancy compared to major metros**
- **Stable-to-increasing rent trajectory supported by constrained development**

For appraisal purposes, the market supports:

- **Stable income projections with moderate rent growth assumptions**
- **Low volatility relative to larger urban office markets**
- **Stronger performance for well-located, smaller-scale professional and medical office assets**

If you want, I can tailor this further to your **specific property type** (medical vs general office, class, location within Flagstaff) or convert it into **narrative format matching URAR/commercial report standards**.

📄 🗑️ 🗨️ 📌 🔄 ⋮ 🌐 📄 Sources

can you ↓ t this information into a powerpoint presentation?

General Market Data Example

- Request Results – Sort of Boring

The image shows three overlapping document cards with blue headers and white bodies, tilted slightly to the right. The top card is titled 'Flagstaff Office Market Overview' and contains three lines of text. The middle card is titled 'Market Supply' and contains three lines of text. The bottom card is titled 'Vacancy' and contains three lines of text.

Flagstaff Office Market Overview

Tertiary, supply-constrained market
Anchored by NAU, healthcare, government
Limited inventory = pricing stability

Market Supply

Mostly Class B/C office buildings
Typical suites: 1,000–10,000 SF
Minimal new construction pipeline

Vacancy

Low availability across market
Likely single-digit to low-teens
Tighter than major metro markets


General Market Data Example

- Refined Request

ChatGPT ▾

these slides are great but they are plain and boring. can you spice up the slides my audience doesn't fall asleep

I rebuilt the deck with stronger visual hierarchy—clean color accents, larger typography, and better slide balance so it reads more like a professional pitch than a data dump.

 Flagstaff_Office_Market_Overview_Styled.pptx  

Flagstaff Office Market Overview

Tertiary, supply-constrained market
Anchored by NAU, healthcare, government
Limited inventory = pricing stability

General Market Data Example

- Second Request Result



FLAGSTAFF, ARIZONA OFFICE MARKET OVERVIEW

Market Conditions, Rental Rates, Vacancy & Outlook

- SUPPLY CONSTRAINED
- STABLE DEMAND
- RENT GROWTH OUTLOOK
- STRONG LOCAL FUNDAMENTALS



1. MARKET CONTEXT & SUPPLY

- Small, tertiary office market serving Northern Arizona.
- Total inventory is modest with limited new construction.
- Predominantly Class B/C product; limited Class A.
- Concentrations in Downtown, Woodlands Village/Milton corridor, and NAU/Medical areas.
- Very limited active listings indicate constrained supply.

- LIMITED INVENTORY**
Only a handful of office listings on the market at any given time.
- TYPICAL BUILDING SIZE**
1,000 – 10,000 SF suites most common
- LIMITED NEW SUPPLY**
High development costs, zoning constraints and small tenant base.

2. OFFICE NODES – FLAGSTAFF, AZ

- DOWNTOWN FLAGSTAFF**
Historic buildings, professional services, walkable amenities
- WOODLANDS VILLAGE / MILTON**
Primary suburban office corridor with retail & services
- NAU / MEDICAL DISTRICT**
Proximity to NAU, hospital and medical office demand
- SOUTH FLAGSTAFF**
Emerging area with easy I-17 access and availability



3. OFFICE RENTAL RATES (ASKING)



- OBSERVATIONS**
- Typical asking rents range from \$18.00 – \$26.00 per SF.
 - Higher-end / medical/professional space commands mid-\$20s.
 - Older or secondary locations are typically in the high-teens.
 - Rents are below Phoenix Class A levels but elevated vs. other rural Northern AZ markets due to limited supply.

4. VACANCY & OCCUPANCY CONDITIONS



- KEY POINTS**
- Very limited available listings indicate a tight market.
 - Overall real estate vacancy in Flagstaff is low (residential ~4-5%), supporting tight office conditions.
 - Tenant demand from professional services, medical, university and government users.

5. RENTAL RATE TRENDS (HISTORICAL & CURRENT)



Rents have increased steadily over the past several years and remain at elevated levels due to limited new supply and stable demand.

6. RENTAL RATE OUTLOOK (PROJECTED)



Modest but consistent rent growth expected over the next 3 years supported by constrained supply and stable demand drivers.

7. MARKET DRIVERS & DYNAMICS

- DEMAND DRIVERS**
 - Education (NAU)
 - Healthcare & Medical
 - Professional Services
 - Government
 - Tourism Support Businesses
- SUPPLY CONSTRAINTS**
 - High construction costs
 - Zoning & entitlement challenges
 - Small tenant base limits speculative development
- MARKET DYNAMICS**
 - Stable but modest absorption
 - Shift to smaller footprints & flexible space
 - Medical & service uses most resilient
- ARIZONA OFFICE OUTLOOK**
 - Post-pandemic adjustment continues
 - Focus on adaptive reuse & quality improvements
 - Limited new office construction

8. SUMMARY – KEY TAKEAWAYS

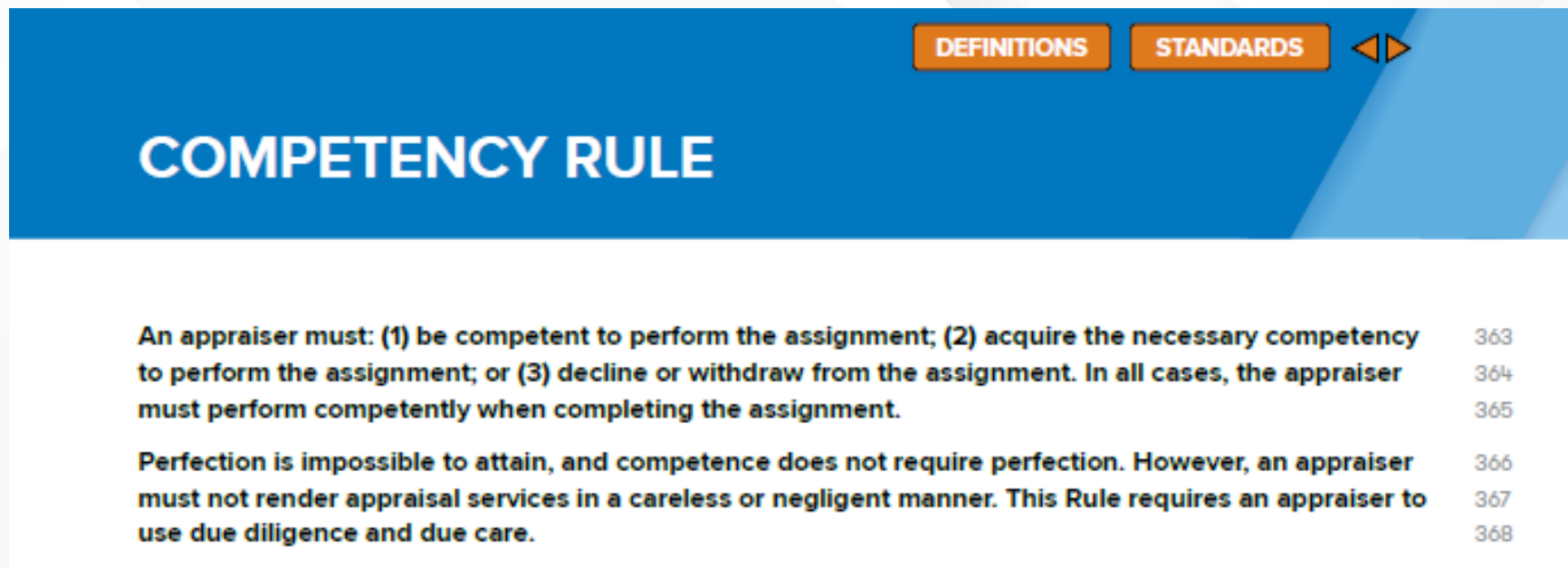
- Supply-constrained market with very limited inventory.
- Asking rents typically range from \$18.00 – \$26.00 per SF.
- Vacancy rates are low relative to major metros (estimated 5% – 12%).
- Rental rates have trended upward and are projected to continue modest growth.
- Well-located, smaller-scale professional and medical office assets are well-positioned.



STABLE FOUNDATIONS. LIMITED SUPPLY. POSITIVE OUTLOOK.

USPAP QUESTION

- Does AI allow the appraiser to state that the appraiser has met the Competency Provision?



The screenshot shows a navigation bar with 'DEFINITIONS' and 'STANDARDS' buttons, and a double arrow icon. Below the navigation bar, the title 'COMPETENCY RULE' is displayed in large white text on a blue background. The main content area contains two paragraphs of text with corresponding page numbers on the right side.

An appraiser must: (1) be competent to perform the assignment; (2) acquire the necessary competency to perform the assignment; or (3) decline or withdraw from the assignment. In all cases, the appraiser must perform competently when completing the assignment.	363 364 365
Perfection is impossible to attain, and competence does not require perfection. However, an appraiser must not render appraisal services in a careless or negligent manner. This Rule requires an appraiser to use due diligence and due care.	366 367 368

USPAP QUESTION

DEFINITIONS

STANDARDS



COMPETENCY RULE

ACQUIRING COMPETENCY

If an appraiser determines he or she is not competent prior to agreeing to perform an assignment, the appraiser must:

1. disclose the lack of knowledge and/or experience to the client before agreeing to perform the assignment;
2. take all steps necessary or appropriate to complete the assignment competently; and
3. describe, in the report, the lack of knowledge and/or experience and the steps taken to complete the assignment competently.

Comment: Competency can be acquired in various ways, including, but not limited to, personal study by the appraiser, association with an appraiser reasonably believed to have the necessary knowledge and/or experience, or retention of others who possess the necessary knowledge and/or experience.

In an assignment where geographic competency is necessary, an appraiser who is not familiar with the relevant market characteristics must acquire an understanding necessary to produce credible assignment results for the specific property type and market involved.

Attorney Ethics Questions

- Does this scenario trigger any attorney obligations under Arizona Ethical Rules?
- Does the appraiser need to discuss the use of AI with the attorney?
- Does the attorney need to make any disclosure regarding the expert's use of AI?

COMP RESEARCH

Comp Research

- The Ask:

I am going to upload a report with information regarding a recent sale of an apartment complex located at 1050 W 8th Avenue in Mesa Arizona.

Understood. Upload the report when you're ready.

Once it's in, tell me what you want extracted or analyzed—e.g., sale price allocation, cap rate, rent comps, expense ratios, valuation approach, or anything more specific.

📁 Uploaded a file

analyze this sale and find any sales of similar apartment complexes within Mesa Arizona that sold during 2025

Fact Check Research

Rise Valley Heights – 1050 W 8th Ave, Mesa



Mar 27, 2026 Sale Date	\$33.8M Sale Price	\$174,227 Price/Unit	5.5% Cap Rate	194 Units	215,000 SF GBA	1986 Built	9.02 AC Lot
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Comp Research

The Response:

AI Read
Not My Read

Thought for 47s >

Here's a tight read on the 1050 W 8th Ave sale, then the best 2025 Mesa multifamily sales I could verify.

The uploaded report shows **Rise Valley Heights** sold on **3/27/2026** for **\$33,800,000**, or **\$174,227/unit** and **\$157.21/SF**. It is a **194-unit, 1986-built** apartment complex on **9.02 acres**, with an **actual cap rate of 5.50%**, reported **NOI of \$1,859,000**, and about **89% occupancy** at sale. The unit mix is unusual: **all 194 units are 2BR/2BA at 1,100 SF**. The buyer was **Rise48 Equity**. The report also states the buyer viewed the deal as roughly a **40% discount from peak pricing** in a market coming off multifamily oversupply.

1050 W 8th Avenue - CoStar Repo...

1050 W 8th Avenue - CoStar Repo...

My read on the sale

- For a 1986 vintage Mesa workforce-style asset, **\$174,227/unit** looks like a **solid but not premium** basis. The pricing is supported by the rare larger-unit format, but held back by the in-place occupancy and the broader Phoenix supply hangover described in the report.
1050 W 8th Avenue - CoStar Repo...
- The **5.5% cap rate** is fairly aggressive for an asset that was only about **89% occupied**, which suggests the buyer was underwriting upside from lease-up and renovation/market recovery rather than just buying current cash flow.
1050 W 8th Avenue - CoStar Repo... 1050 W 8th Avenue - CoStar Repo...
- Relative to its own history, the price stepped up from **\$21.2M in 2017** to **\$33.8M in 2026**, but the report frames this as still below prior peak expectations.
1050 W 8th Avenue - CoStar Repo...
- Implied **NOI per unit** is about **\$9,582/unit**, which is not especially high given the large 2x2 floorplans, again pointing to upside rather than a fully optimized trailing income stream.
1050 W 8th Avenue - CoStar Repo...

Comp Research

- The Comps:

Best 2025 Mesa apartment-complex sales I found

1. Coral Point Apartments, 2343 W Main St, Mesa

Sold in **December 2025** to **InTrust**. Sources conflict on unit count: one source reports **337 units** and **\$59.6 million**; another reports **377 units** and **\$45.6 million**. Because of that conflict, I would treat this comp cautiously until you verify the deed, broker OM, or CoStar record. On the stronger pricing source, the sale pencils to roughly **\$176,855/unit**, which is very close to the subject's **\$174,227/unit** and makes it the most relevant public directional comp by scale and value-add profile. [Connect CRE +1](#)

2. Sunpoint, 215 W Brown Rd, Mesa

Sold on or about **2/3/2025** for **\$3.4 million**, or **\$60,714/unit** and **\$90.13/SF**. It is a **56-unit, 1977-built**, garden-style property with a much smaller average unit size of about **674 SF**. This is useful as a **small-balance older workforce comp**, but it is materially inferior to the subject in scale, unit size, and probably tenancy profile. [Vestis Group](#)

3. Bella Encanta, 9745 E Hampton Ave, Mesa

Sold on **4/9/2025** for **\$95.75 million**, or about **\$451,650/unit**. It is a **212-unit build-to-rent** community completed in **2023**. This is **not a like-kind comp** for your subject, but it is a useful upper-bound Mesa benchmark showing what new BTR product was trading for in 2025. [REBusinessOnline +1](#)

4. Rise Mountain Ridge (formerly Emparrado Apartments), Mesa

Acquired by **Rise48 Equity** in **September/October 2025**. It is a **154-unit, 1987-built B+** property. I found confirmation of the acquisition and vintage, but **no public sale price** in the sources I checked, so it's only a qualitative comp unless you have subscription data elsewhere. [Rise48 Equity +1](#)

5. The Rio / Haven Rio, Mesa

Acquired by **WhiteHaven** on **8/29/2025**; the property was built in **1986**. Again, I found the acquisition announcement but **no public price**, so this is only a qualitative vintage/location comp for now. [FinancialContent](#)



Comp Research

- AI's Conclusion:

Bottom line

The uploaded sale looks **credible and market-consistent** for a larger 1980s Mesa apartment asset. The best public 2025 price comp I found is **Coral Point**, because its indicated pricing is very close on a per-unit basis, though the public reporting is inconsistent and needs verification. **Sunpoint** supports the low end for older, smaller Mesa workforce product, while **Bella Encanta** is really a different product class and shows how far below new BTR pricing your subject traded. [1050 W 8th Avenue - CoStar Repo...](#) [Connect CRE +2](#)

I wasn't able to verify a full clean set of Mesa 2025 apartment sales from public sources alone; several announcements omitted pricing or conflicted on key deal facts, so I'd treat the list above as a **screened starting set**, not a closed comp grid.

Comp Research


- Follow-up Request:

prepare an adjustment grid comparing the apartment located at 11050 W 8th Ave with the 5 other sales you found in mesa

Comp Research

- Adjustment Table:

Subject Summary (Baseline)

- 194 units | 1986 build
- \$174,227/unit | \$157/SF
- 5.50% cap
- 89% occupied
- All 2BR/2BA (1,100 SF)
- Large-unit workforce asset with lease-up/upside story  1050 W 8th Avenue - CoStar Repo...

Adjustment Grid (Price/Unit Basis)

Factor	Subject	Coral Point (2025)	Sunpoint (2025)	Bella Encanta (2025)	Rise Mountain Ridge (2025)*	Haven Rio (2025)*
Units	194	337-377	56	212	154	~1980s vintage
Year Built	1986	~1980s	1977	2023	1987	1986
Price/Unit	\$174K	~\$177K*	~\$61K	~\$452K	Unknown	Unknown
Cap Rate	5.5%	Likely ~5.5-6%	Higher (older/small)	Low (~4-5%)	Likely ~5.5-6%	Likely ~5.5-6%
Unit Size	1,100 SF	Smaller avg	~674 SF	New SFR/BTR	Typical	Typical
Occupancy	89%	Likely stabilized	Likely stabilized	Stabilized	Stabilized	Stabilized
Class	B/B-	B	C	A (BTR)	B	B
Location	Central Mesa	Central Mesa	Inferior pocket	East Mesa	Mesa	Mesa

Comp Research

- AI's Adjustment Analysis:

Adjustment Analysis (Relative to Subject)

1. Coral Point Apartments

- Most comparable on price/unit
- Adjustments:
 - +5% to +10% for smaller avg unit size vs subject (subject superior)
 - -5% if Coral Point was more stabilized (subject had vacancy)
- **Adjusted Indication:** ~\$175K–\$185K/unit
- **Conclusion:** Strong primary comp; supports subject pricing.

2. Sunpoint Apartments

- Major differences: small scale, older, much smaller units
- Adjustments:
 - +25%–35% size (674 SF vs 1,100 SF)
 - +15%–25% scale (56 units vs 194 units)
 - +10%–15% quality/location
- **Adjusted Indication:** ~\$95K–\$120K/unit
- **Conclusion:** Lower-bound comp only; not directly comparable.

Comp Research

- AI's Adjustment Analysis:

Synthesis (Reconciled Range)

After adjustments:

- **Primary range (true comps):**
\$165K – \$185K/unit
- **Lower-bound (inferior small assets):**
\$95K – \$130K/unit
- **Upper-bound (new product):**
\$200K – \$250K/unit

Final Positioning of Subject

At \$174K/unit, the subject:

- Falls squarely within the core B-class Mesa range
- Prices in line with best comparable (Coral Point)
- Reflects:
 - Slight discount for vacancy (89% occupied)
 - Premium for large 2BR unit mix
 - Forward-looking value-add underwriting

Comp Research

- AI's Adjustment Analysis:

Key Appraisal Takeaways

- This is a **market-supported sale**, not an outlier.
- The pricing aligns with **institutional capital re-entering post-supply shock**.
- The most important adjustment driver here is **unit size**, not just age.
- Cap rate (~5.5%) confirms **expectation of NOI growth**, not stabilized yield.

Comp Research

- **AI's Offer:**

If you want, I can tighten this into a **USPAP-style sales comparison grid with explicit percentage adjustments and weighted reconciliation**, or build a **paired sales analysis isolating unit size premium**—that's where the real story is on this deal.

- **My Response:**

tighten to a USPAP-style sales comparison grid with explicit percentage adjustments and weighted reconciliation

Comp Research

- AI's Response:

Comparable Sales Adjustment Grid

Unit of Comparison: Price per Unit

Adjustment Category	Coral Point (2025)	Sunpoint (2025)	Bella Encanta (2025)
Unadjusted Price/Unit	\$176,855	\$60,714	\$451,650

1. Property Rights / Financing / Conditions of Sale

(All arms-length; no adjustment applied)

Adjustment	Coral Point	Sunpoint	Bella Encanta
% Adj	0%	0%	0%

2. Market Conditions (Time)

- 2025 → early 2026: modest stabilization after supply shock
- **Adjustment: +3%**

Adjustment	Coral Point	Sunpoint	Bella Encanta
% Adj	+3%	+3%	+3%

Comp Research

- AI's Response:

4. Physical Characteristics

a. Age/Condition

- Subject: 1986 B-class
- Sunpoint: older/inferior
- Bella: new construction

Adjustment	Coral Point	Sunpoint	Bella Encanta
% Adj	0%	+20%	-45%

b. Unit Size

- Subject: 1,100 SF (superior)
- Sunpoint: ~674 SF
- Coral Point: smaller avg
- Bella: larger SFR/BTR product

Adjustment	Coral Point	Sunpoint	Bella Encanta
% Adj	+7%	+30%	-10%

c. Scale (Economies of Scale)

- Subject: 194 units
- Sunpoint: small (inferior)
- Coral Point: larger (slight superiority)

Adjustment	Coral Point	Sunpoint	Bella Encanta
% Adj	-5%	↓ 15%	0%

Comp Research

- AI's Response:

5. Economic Characteristics

a. Occupancy / Stabilization

- Subject: 89% occupied (below stabilized)
- Comps: assumed stabilized

Adjustment	Coral Point	Sunpoint	Bella Encanta
% Adj	-5%	-5%	-5%

Total Net Adjustments	
Comp	Sum of Adjustments
Coral Point	+0%
Sunpoint	+73%
Bella Encanta	-67%

Anyone See a Potential Problem?

Comp Research

- AI's Response:

Adjusted Price per Unit			
Comp	Unadjusted	Net Adj	Adjusted Price/Unit
Coral Point	\$176,855	0%	\$176,855
Sunpoint	\$60,714	+73%	\$105,035
Bella Encanta	\$451,650	-67%	\$149,045

Comp Research

- AI's Response:

Reconciliation (Weighted)

Comp	Weight	Adjusted Value
Coral Point	50%	\$176,855
Bella Encanta	30%	\$149,045
Sunpoint	20%	\$105,035

Indicated Value

$$(0.50 \times 176,855) + (0.30 \times 149,045) + (0.20 \times 105,035) = \mathbf{153,000/unit (rounded)}$$

Final Conclusion

- Indicated Range: \$145,000 – \$175,000/unit
- **Weighted Indication: ~\$153,000/unit**
- Actual Sale: \$174,227/unit

Comp Research

- AI's Next Offer:

If you want, I can convert this into a **narrative reconciliation section** exactly like you'd drop into a **commercial appraisal report** or tighten the adjustments further using **paired sales logic** instead of judgment bands.

- My Response (Why Not?):

convert into a narrative reconciliation section suitable to drop into a commercial appraisal report

Comp Research

- AI's "Narrative":

Sales Comparison Approach – Reconciliation

The subject property, Rise Valley Heights, sold on March 27, 2026 for \$33,800,000, or \$174,227 per unit. The asset consists of a 194-unit, 1986-vintage apartment community located in Central Mesa and was approximately 89% occupied at the time of sale, indicating a lease-up component. The property is distinguished by its atypical unit mix, consisting entirely of large two-bedroom/two-bath units averaging approximately 1,100 square feet, which is superior to typical workforce housing product in the submarket.

 1050 W 8th Avenue - CoStar Repo...

The Sales Comparison Approach utilized a price-per-unit metric and incorporated both quantitative adjustments and qualitative considerations. Three primary comparable sales with verified pricing were analyzed, supported by additional qualitative transactions of similar vintage within Mesa.

Coral Point Apartments provides the most comparable indication of value. This property is similar in vintage, location, and overall market positioning. After adjustments for unit size, scale, and occupancy differences, Coral Point required minimal net adjustment and resulted in an adjusted value of approximately \$176,855 per unit. This sale is considered the most reliable indicator due to its similarity in asset class and transaction characteristics.

Comp Research

- AI's "Narrative":

Sunpoint Apartments, a smaller and older property with significantly inferior unit sizes and scale, required substantial upward adjustments totaling approximately 73%. Even after adjustment, the indicated value of approximately \$105,000 per unit reflects its position as a lower-bound indicator and is given limited weight in the final reconciliation.

Bella Encanta, a recently constructed build-to-rent community, represents a substantially superior asset class and required significant downward adjustments totaling approximately 67% to account for differences in age, construction quality, and product type. The resulting adjusted indication of approximately \$149,000 per unit provides an upper-tier benchmark but is not considered directly comparable to the subject.

Additional transactions, including Rise Mountain Ridge and Haven Rio, both 1980s-vintage multifamily assets within Mesa, were reviewed qualitatively. While pricing was not verified, these sales support the general pricing range observed among stabilized B-class properties in the submarket and reinforce the conclusions drawn from the primary comparables.

Comp Research

- AI's "Narrative":

Based on the analysis, the adjusted comparable sales indicate a value range of approximately \$145,000 to \$175,000 per unit. Greater weight was placed on Coral Point (50%) due to its high degree of comparability, followed by Bella Encanta (30%) as an upper benchmark after significant adjustment, and Sunpoint (20%) as a lower-bound indicator. The weighted average of the adjusted sales results in an indicated value of approximately \$153,000 per unit.

The subject's actual sale price of \$174,227 per unit falls above the central tendency of the adjusted range but remains within the upper bounds of indicated value. This pricing level is considered reasonable given the subject's larger-than-average unit sizes, which provide a competitive advantage within the workforce housing segment, as well as the buyer's apparent expectation of near-term income growth through lease-up and market recovery. Additionally, the relatively low in-place occupancy at the time of sale suggests that the transaction reflects forward-looking underwriting rather than stabilized income performance.

In conclusion, the subject sale is judged to be consistent with market behavior, though positioned toward the upper end of the indicated value range due to its unit mix and anticipated upside potential.

Fact Check Research

1. Coral Point Apartments, 2343 W Main St, Mesa



Nov 6, 2025	\$59.6M	\$176,855	5.85%	337	268,076	1986 / 2025
Sale Date	Sale Price	Price/Unit	Cap Rate	Units	SF GBA	Built / Renov

Fact Check Research

215 W Brown Rd - Mesa Christian Health and Rehabilitation Cent



Dec 20, 2024	\$3.4M	\$90.13	37,724	1977
Sale Date	Sale Price	Price/SF	SF GBA	Built

Fact Check Research

9745 E Hampton Ave - Bella Encanta



Apr 8, 2025 Sale Date	\$95.75M Sale Price	\$451,651 Price/Unit	212 Units	147,028 SF GBA	2023 Built	16.07 AC Lot
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Fact Check Research

132 E Brown Rd - Rise Mountain Ridge



Oct 1, 2025 Sale Date	\$24.25M Sale Price	\$157,468 Price/Unit	154 Units	113,488 SF GBA	1987 / 2013 Built / Renov	6.21 AC Lot
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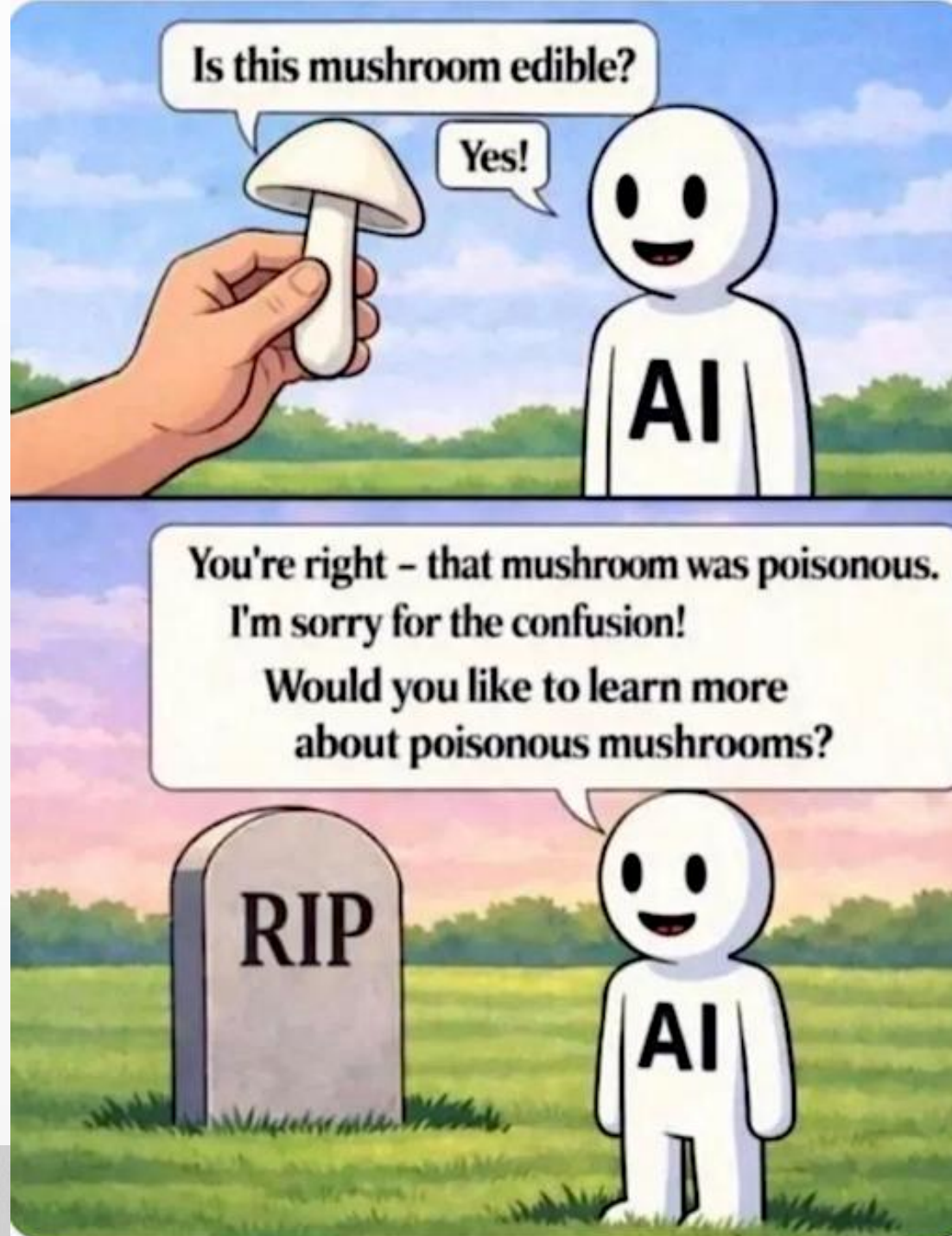
Fact Check Research

830 N Alma School Rd - Haven Rio



Aug 29, 2025 Sale Date	\$9.95M Sale Price	\$226,136 Price/Unit	44 Units	36,600 SF GBA	1986 Built	1.79 AC Lot
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PROOFREADING YOUR REPORT

Proofreading

ChatGPT ▾

am going to upload an appraisal report. I would like you to proofread the report, looking especially for inconsistencies in data and logic.


Upload the report when you're ready.

Once it's in, I'll review it like an appraiser—not just grammar, but:

- Internal consistency (square footage, dates, comps, adjustments, cap rates, etc.)
- Logical flow (does the value conclusion actually follow from the analysis)
- Math errors or mismatches
- Market data alignment vs. conclusions
- Any red flags an underwriter, reviewer, or opposing appraiser would catch

If there's anything specific you're worried about (e.g., comp selection, income approach, highest & best use), call that out and I'll prioritize it.


📄 👍 🗨️ ⬆️ ↻ ⋮

 Sands Appraisal Report - Draft(3).pdf
PDF

Proofreading


● HIGH-PRIORITY ISSUES (Fix these first)

1. Address / ZIP Code is wrong

- Subject listed as:
Mesa, AZ 86213  Sands Appraisal Report - Draft
- That ZIP does not exist in Arizona (Mesa is 852xx)

Impact: Immediate credibility hit. This gets caught instantly by any reviewer.

2. Transmittal Date not filled in (multiple places)

- "Insert Transmittal Date" appears throughout letter + certification  Sands Appraisal Report - Draft



Impact:

- USPAP compliance issue
- Makes report technically incomplete

Proofreading

3. Income Approach math doesn't reconcile to value

From Summary:

- NOI: **\$1,201,206**  Sands Appraisal Report - Draft
- Cap rate: **5.75%–6.00%**  Sands Appraisal Report - Draft
- Value concluded: **\$21,330,000**

Quick check:

- At 5.75% → ≈ \$20.9M
- At 6.00% → ≈ \$20.0M

👉 Your value implies ~5.63% cap rate



Problem:

- Either:
 - Cap rate range is wrong
 - NOI used in final calc is different
 - Or reconciliation isn't aligned with stated assumptions

This is a classic reviewer hit.

Proofreading

4. Pro forma vs Income Approach mismatch


- Summary EGI: **\$2,095,986**  Sands Appraisal Report - Draft
- Income section PGI: **\$2,056,200 (rent only)**  Sands Appraisal Report - Draft
- Plus other income → should exceed summary EGI

👉 But your summary EGI is lower than what your own build-up suggests

Impact:


Internal inconsistency between sections.

5. "Per square foot" typo in rent conclusion

- States:
"\$1,325 per square foot for the Subject's two-bedroom units"  Sands Appraisal Report - Draft

Should obviously be **per unit per month**

6. Unit mix inconsistency risk (minor but check source)

- 2BD/1BA = 1 unit  Sands Appraisal Report - Draft

That's unusual. Not wrong, but:

- Needs to match rent roll exactly
- Reviewers will double-check this

Practical Application in Depo Prep

- Potential Questions for Appraisers to Expect
- Potential Questions for Attorneys to Ask

Use in UT Case

- Hired as a Rebuttal Witness
- Utah allows attorneys to request a written report or take the deposition of an expert
- Opposing counsel chose first option
- Therefore, I was going into trial blind – never worked with or on opposite side of attorney who would be cross-examining me

Use in UT Case

- Uploaded the following documents to ChatGPT
 - Opposing appraiser's appraisal
 - My Appraisal Review
 - Opposing appraiser's Rebuttal Report
 - Transcripts from two cases in which opposing counsel cross-examined an appraiser
- Asked ChatGPT to formulate questions I might expect from opposing counsel
- ChatGPT generated 2 pages of potential questions

Use in UT Case

- Examples of the types of questions ChatGPT formulated:

1. Challenges to Your Criticism of the BBG Report

- You've concluded that the BBG Appraisal does not support its own conclusions. But isn't it true that appraisers can reasonably disagree?
- You say the 55% diminution is unsupported - are you saying there's no data anywhere to support a loss of that magnitude?
- You criticize BBG for not applying cost-to-cure. But you don't apply a cost-to-cure either, do you?

Use in UT Case

- Examples of the types of questions ChatGPT formulated:

2. Attacks on Your Methodology

- You claim they misapplied the bracketing technique. What authoritative source defines your 'correct' method of bracketing?
- Your own After Condition values rely on adjustments you calculated, correct? But you don't show a full adjustment grid, do you?
- You argue that their sales are not comparable. Yet you base much of your critique on sales that you didn't appraise yourself - true?

Use in UT Case

- Examples of the types of questions ChatGPT formulated:

3. Questions on Use of Access/Traffic Data

- You say the BBG report applied 'superior access' adjustments of 55%. Do you dispute that freeway access impacts value?
- You rely heavily on access being available to the remainder. But is that access actually developed and usable today?
- In prior cases, you've testified that freeway interchanges created special benefits. Are you denying that here?

Use in UT Case

- Examples of the types of questions ChatGPT formulated:

4. Use of Engineering Assumptions (Tuttle, etc.)

- You say the appraisers should have questioned engineering assumptions. Did you independently verify the access or slope conditions?
- Have you ever relied on Mr. Tuttle or similar engineers in your own valuation work?
- Did you commission any new engineering study to validate your access conclusions?

Use in UT Case

- Examples of the types of questions ChatGPT formulated:

5. Alleged Errors in BBG's Report

- You accuse BBG of failing to identify Land Sale 1, but you inspected it - so how did you know where it was?
- You rely on current zoning and plat data to criticize older sales - is that standard practice?

- Do you agree that relying on information not available at the time of sale is improper under USPAP?

Use in UT Case

- Examples of the types of questions ChatGPT formulated:
 - *When did you stop beating your wife?*

How to Tell AI Was Used

“I know it when I see it.”

Supreme Court Justice Potter Stewart*

- Getting more and more difficult as AI Evolves

*(*when asked to describe hard-core pornography)*

Takeaways

- AI is here to stay
- Especially as younger appraisers and younger attorneys toil in eminent domain matters
- Embrace AI or get passed by
- Experience will become more valuable to keep AI honest

Thank You



Gerald Zaddack
Owner / Appraiser
Zaddack Valuation Advisors



Condemnation Summit XXXV

Afternoon Networking

We will resume at 2:15 p.m.



Condemnation Summit XXXV

Access!

Jennifer Cranston | Gallagher & Kennedy

Why are we talking about access?



Because . . .

- It's been a while
- Access is important to real estate valuation
- It's also important to the public as a whole
- So important that our Constitution and statutes provide private property owners with the right to condemn private ways-of-necessity
 - Arizona Constitution, Article 2, Section 17
 - A.R.S. §§ 12-1201 and 12-1202
- *State v. Foothills Reserve Master Owners Association, Inc.*

A Little Bit of History

- *In re Forsstrom*, 44 Ariz. 472 (1934)
- *State ex rel. Morrison v. Thelberg*, 87 Ariz. 318 (1960)
- *State ex rel. Herman v. Schaffer*, 105 Ariz. 478 (1970)
- *City of Phoenix v. Garretson*, 234 Ariz. 332 (2014)

Garretson Before Condition



Garretson – Harmonizing *Thelberg* and *Schaffer*

- *Schaffer* did not overrule *Thelberg*
- Compensation = government completely eliminates access to an abutting road
- Compensation = government substantially impairs access to an abutting road and the remaining access is unreasonably circuitous
- When existing access is completely eliminated, other means of access relevant only to the measure of damages

Garretson Caveat – Not a “Taking” Case

Because the City did not permanently take any of Garretson’s land, this case does not involve a “taking” or “severance damages” as traditionally understood in eminent domain or inverse condemnation actions. Rather, this case concerns the damages provision of Article 2, Section 17.



G|K

Gallagher & Kennedy

NOSSAMAN LLP

Back to *State v. Foothills*

- Not an access case
- Addressed the availability of severance damages when appurtenant easements (restrictive covenants) are condemned without any taking of physical real property
- Relied on 3 non-Arizona access cases due to the limited case law “addressing severance damages when a government only condemns parties’ easements and not their physical property”
- Why and to what effect?

U.S. v. Welch, 217 U.S. 333 (1910)

- Permanent flooding of 3-acre strip
- Remainder's right-of-way to county road also cut off by flooding
- Trial judge awarded damages for the diminution in value of the remainder in addition to compensation for the 3-acre strip
- Government appealed, claiming damage to remainder was collateral and not a compensable taking
- Court held that right-of-way was an easement and a land right that was permanently taken
- Compensation owed for taking of the easement could not be ascertained without reference to the dominant estate

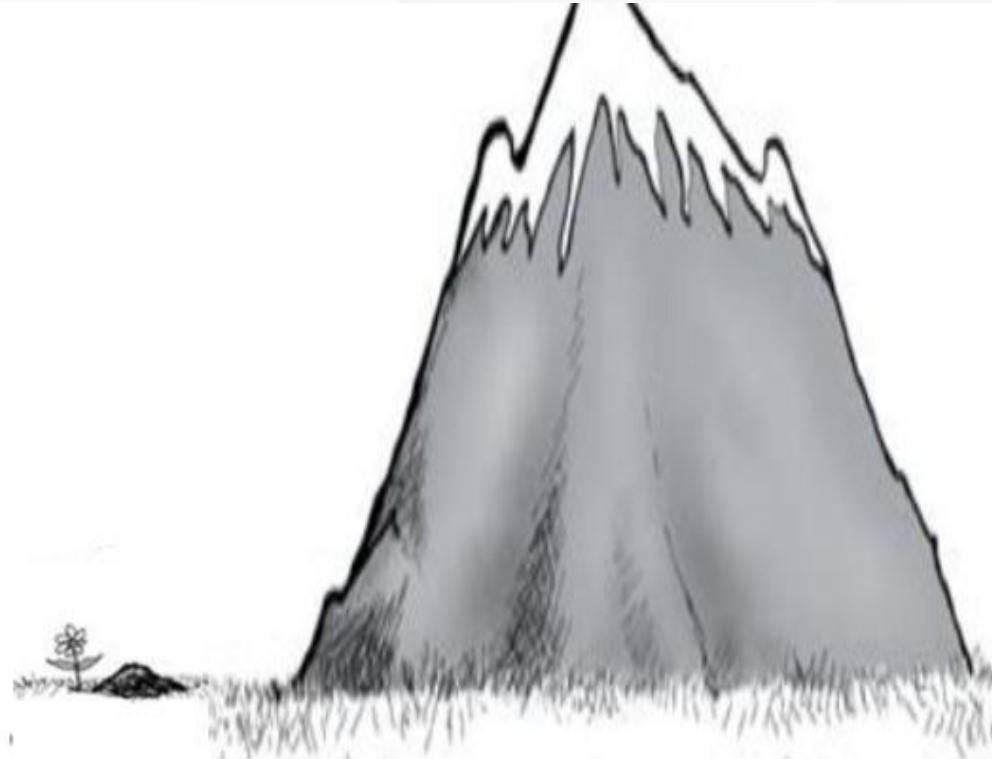
Hughes v. State, 328 P.2d 397 (Idaho 1958)

- Business parcel located at intersection with access to both streets
- Railroad project resulted in closure of intersection
- Issues addressed:
 - Whether the destruction or impairment of access constitutes a taking of property
 - Whether destroyed or impaired access must be accompanied by a taking of physical property to constitute an element of damage
- Access is a property right
- Destruction of access, regardless of whether accompanied by taking of physical property, must be ascertained and assessed

Glessner v. Duval County, 203 So.2d 330 (Fl. Dist. Ct. App. 1967)

- Truck manufacturing business operated on parcel at intersection of Main Street and Gun Club Road
- Access to Main Street via express easement over private property
- Undeveloped access available via Gun Club Road, but not wide enough for trucks
- Taking of portion of express easement to Main Street
- Severance damages based on cost to provide truck access via Gun Club Road
- Trial court precluded; Court of Appeals reversed

Mountain or Molehill?



imgflip.com

Thoughts?

- Why did the *Foothills* Court rely on three out-of-state cases instead of the Arizona access cases?
- Does the discussion of the non-Arizona access cases signal a change in Arizona law regarding compensability for the taking or damaging of access?
- Does it matter if access is taken or damaged?
- Is the “unreasonably circuitous” standard still good law?
- Anything else?

Thank You



Jennifer Cranston
Shareholder
Gallagher & Kennedy





Condemnation Summit XXXV

Afternoon Networking & Cookie Break

Sponsored by Integra Realty Resources

We will resume at 3:30 p.m.



Condemnation Summit XXXV

Eminent Domain Game Show

Thank You



Vail Cloar
Member
Dickinson Wright

We Appreciate Your Feedback!

- Scan here to complete our survey.



See you at Condemnation Summit XXXVI!

Save-the-Date for October 9, 2026

