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ARIZONA BOARD OF APPRAISAL

1 TERRY GODDARD
Attorney General
2 (Firm State Bar No. 14000)

3 DAWN WALTON LEE
Assistant Attorney General
4 State Bar No. 016072
1275 W. Washington, CIV/LES
5 Phoenix, Arizona 85007-2997
Tel: (602) 542-7983
6 Fax: (602) 364-3202
Attorneys for the Arizona State Board of Appraisal
7

8 **BEFORE THE ARIZONA STATE BOARD OF APPRAISAL**

9
10 In the Matter of
11 **ALAN A. GILMORE**
12 Certified Residential Appraiser
13 Certificate No. 21043

Board Case Nos. 2247/2361

**CONSENT AGREEMENT
FOR VOLUNTARY SURRENDER**

14 **RECITALS**

15 In the interest of a prompt and judicious settlement of this case, consistent with the
16 public interest, statutory requirements and the responsibilities of the Arizona State Board
17 of Appraisal (“Board”) and under A.R.S. §§ 32 3601, *et. seq.* and 41 1092.07(F)(5), Alan
18 A. Gilmore (“Respondent”), holder of Certified Residential Appraiser Number 21043 in
19 the State of Arizona, and the Board enter into the following Recitals, Findings of Fact,
20 Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this
21 matter.

22 1. Respondent has read and understands this Consent Agreement and has had
23 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
24 opportunity to discuss this Consent Agreement with an attorney.
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1 2. Respondent understands that he has a right to a public administrative
2 hearing concerning the above-captioned matter, at which hearing he could present
3 evidence and cross examine witnesses. By entering into this Consent Agreement,
4 Respondent knowingly and voluntarily relinquishes all rights to such an administrative
5 hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or
6 any other administrative and/or judicial action, concerning the matters set forth herein.

7 3. Respondent affirmatively agrees that this Consent Agreement shall be
8 irrevocable.

9 4. Respondent understands that this Consent Agreement or any part of the
10 agreement may be considered in any future disciplinary action by the Board against him.

11 5. Respondent understands this Consent Agreement deals with Board
12 Complaint Nos. 2247 and 2361 involving allegations of conduct constituting grounds for
13 discipline against Respondent. The investigation into these allegations against
14 Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

15 6. Respondent understands that this Consent Agreement does not constitute a
16 dismissal or resolution of any other matters currently pending before the Board, if any,
17 and does not constitute any waiver, express or implied, of the Board's statutory authority
18 or jurisdiction regarding any other pending or future investigation, action or proceeding.

19 7. Respondent also understands that acceptance of this Consent Agreement
20 does not preclude any other agency, subdivision, or officer of this State from instituting
21 any other civil or criminal proceedings with respect to the conduct that is the subject of
22 this Consent Agreement.

23 8. All admissions made by the Respondent in this Consent Agreement are
24 made solely for the final disposition of this matter, and any related administrative pro-
25 ceedings or civil litigation involving the Board and Respondent. Therefore, any admis-
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1 sions made by Respondent in this Consent Agreement are not intended for any other use,
2 such as in the context of another regulatory agency's proceedings, or civil or criminal
3 proceedings, whether in the State of Arizona or in any other state or federal court.

4 9. Respondent acknowledges and agrees that, upon signing this Consent
5 Agreement and returning this document to the Board's Executive Director, he may not
6 revoke his acceptance of the Consent Agreement or make any modifications to the
7 document regardless of whether the Consent Agreement has been signed by the Execu-
8 tive Director. Any modification to this original document is ineffective and void unless
9 mutually agreed by the parties in writing.

10 10. Respondent understands that the Consent Agreement shall not become
11 effective unless and until adopted by the Board and signed by its Executive Director.

12 11. If a court of competent jurisdiction rules that any part of this Consent
13 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
14 shall remain in full force and effect.

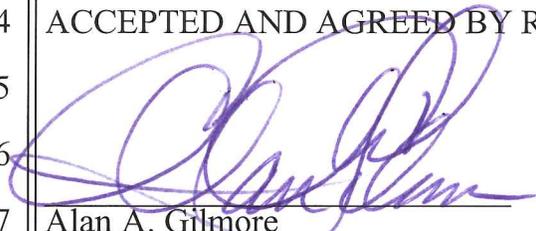
15 12. Respondent understands and agrees that if the Board does not adopt this
16 Consent Agreement, he will not assert as a defense that the Board's consideration of this
17 Consent Agreement constitutes bias, prejudice, prejudgment or other similar defenses.

18 13. Upon the effective date of this Order, Respondent shall not perform any
19 appraisals or appraisal reviews in Arizona. Respondent will also not assume or use the
20 title of "appraiser" or any title, designation or abbreviation likely to create the impression
21 that Respondent is licensed or certified by Arizona. Respondent also shall not act as a
22 supervising appraiser for other appraisers or trainees in Arizona, nor shall he act as a
23 mentor in this state. Further, Respondent will not own or operate an appraisal business or
24 supervise appraisal staff in Arizona.

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1 14. Respondent understands that if he applies for licensure in the future, that he
2 will be required to meet all statutory requirements in effect as an original applicant
3 pursuant to Title 32.

4 ACCEPTED AND AGREED BY RESPONDENT

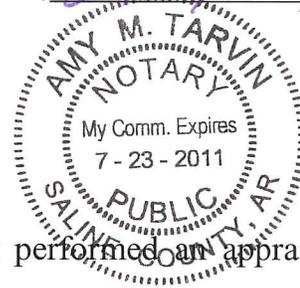
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6 
7 Alan A. Gilmore

Dated: 12-14-07

8 
9 Amy M. Tarvin Notary Public
12-14-07

FINDINGS OF FACT

Case No. 2347



10 1. On or about August 18, 2006, Respondent performed an appraisal on a
11 property located in Phoenix, Arizona. A complaint was received by the Board on
12 October 2, 2006 alleging that the Respondent used comparables outside of the subject
13 property's area and that Respondent would not respond to requests to use proper
14 comparables. The complaint also alleged that Respondent did not complete interior
15 pictures.

16 2. The Board's investigation revealed a number of deficiencies with the report
17 prepared by Respondent:

18 a. There was no work file provided by the Respondent in support of
19 legal, subject property inspection field notes, site valuation, depreciation, support
20 for adjustments, data on the sales selected, or sales or listing data in support of
21 statements. Additionally, based on the Market Approach on Page 2 of 6 of the
22 report, and based on the reply, Respondent amended the report on or about
23 September 13, 2006, with comments and additional sales, and did not include both
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1 versions of the report. Respondent also indicated that the interior photos were
2 taken by the homeowner and e-mailed to Respondent, however, these photos were
3 not in the report;

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5 b. According to the Respondent, the subject property's size is 2,686 square
6 feet, however, the report's floorplan does not match the photos where the subject's
7 second story front extends out over the covered entry;

8 c. Sale No. 1 in the report is located 2.5 miles south of the subject
9 subdivision, has multiple upgrades, is outside of the subject's defined neighborhood in
10 the Desert Ridge area, and which is a superior location;

11 d. Sale No. 2 is located 2.5 miles south of the subject subdivision, and outside
12 of the subject's defined neighborhood in the Desert Ridge area. Additionally, this sale is
13 located adjacent to the Wildfire Golf Course. The adjustment for the golf course at
14 -\$10,000 is not credible, and there was no adjustment for superior location. Additionally,
15 the three car garage adjustment at \$2,000 is not credible. Terms of sale was zero down
16 conventional financing, not "Bond/IDA, 0 Points;"

17 e. The site adjustment at -\$1,000, the size adjustment at \$25 per square foot,
18 and the three car garage adjusted at -\$2,000 are not credible for Sale No. 3. Also, the
19 terms of sale were \$5,000 down with a first deed of trust adjustable rate starting at 7.87%
20 for \$500,000, and second deed of trust at \$125,000 (i.e., no downpayment) not
21 "conventional 0 points;"

22 f. Sale No. 4 is located approximately five blocks east of the subject property,
23 and is adjacent to John Teets Park. This was not adjusted for or addressed. This sale was
24 also adjusted +\$10,000 for quality with no supporting explanation, and it sold in
25 September 2005 for \$6000,000 at the same time the subject property sold for \$495,000;
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1 g. Sale No. 5 is located a block southeast of the subject property, and backs to
2 open desert with new fencing. This was not disclosed in the report. This sale was also a
3 former model home with multiple upgrades, and a back yard that is superior to the subject
4 property. Further, adjustments to this sale are not credible. This sale sold in September
5 2005 for \$595,000 and closed in November 2005 at a similar time period when the
6 subject property sold for \$495,000.

7 **Case No. 2361**

8 1. On or about December 11, 2006, Respondent performed an appraisal on a
9 property located in Scottsdale, Arizona. A complaint was received by the Board on or
10 about March 12, 2007 alleging that the Respondent committed several USPAP violations
11 in the report, and that the appraisal report was intentionally misleading.

12 2. The Board's investigation revealed a number of deficiencies with the report
13 prepared by Respondent:

14 a. The work file did not contain support for site valuation, cost data in support
15 of cost approach, or depreciation. There was also no support for the adjustment
16 process in the work file;

17 b. The subject property is zoned R-1-7, not R-3 as stated in the report;

18 c. Sale No. 1 appeared to be a cash back transaction. The report, however,
19 states under sales or financing concessions is "conventional/0 points." Additionally, the
20 MLS does state that there is a four plus car garage, but factually this sale has single three
21 wall carports, showing that Respondent is not inspecting the exterior of the comparable
22 sales. Further, the garage adjustment of \$10+/- square foot is not credible;

23 d. Regarding Sale No. 2, the report incorrectly states that this sale was
24 "Conventional/ 0 points." Additionally, the report states that this property was built in
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1 1957 and has been updated. Factually, the home was built in 1974 and has new paint and
2 carpet per the MLS, but it does not state that the home had been updated. Also, the
3 garage adjustment of \$10.00 per square foot is not credible;

4 e. Respondent's adjustments for cul-de-sac site size at \$2,000, the quality of
5 construction as Very Good (-), +\$10,000, and a fireplace at -\$3,000 are not supported or
6 credible for Sale No. 3. Also, errors of omission include the evaporative cooler, wet bar,
7 double gate for an RV and/or boat parking, etc.;

8 CONCLUSIONS OF LAW

9 Case No. 2247

10 1. Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State
11 or Arizona must comply with the standards of practice adopted by the Board. The
12 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
13 at the time of the appraisal.

14 2. The conduct described above constitutes violations of the following
15 provisions of the USPAP, 2006 edition: Standards Rule 1-1(a); Standards Rule 1-1(b);
16 Standards Rule 1-2(c); Standards Rule 1-2(b)(iv); Standards Rule 2-2(b)(iii); Standards
17 Rule 2-2(b)(vi); Standards Rule 2-2(b)(vii); Standards Rule 2-2(b)(viii), and Standard
18 Rule 2-3.
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21 Case No. 2361

22 1. Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State
23 or Arizona must comply with the standards of practice adopted by the Board. The
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1 ORIGINAL OF THE FORGOING FILED
this 18th day of December, 2007, with:

2 Arizona State Board of Appraisal
3 1400 W. Washington, Suite 360
4 Phoenix, Arizona 85007

5 EXECUTED COPY OF THE FOREGOING MAILED
BY CERTIFIED MAIL AND E-MAIL *regular US mail*
this 19th day of December, 2007, to:

6 Alan A. Gilmore
7 209 Pleasant Holly Drive
8 Benton, Arizona 72015

9 EXECUTED COPY OF THE FOREGOING MAILED
this 19th day of December, 2007, to:

10 Dawn Walton Lee
11 Assistant Attorney General
12 1275 W. Washington Street, CIV/LES
Phoenix, Arizona 85007
13 Attorneys for the State of Arizona

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15 DL:#95542

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