

1 **CONSENT AGREEMENT**

2 Respondent understands and agrees that:

3 1. The Board has jurisdiction over Respondent and the subject matter pursuant
4 to A.R.S. § 32-3601 *et seq.*

5 2. Respondent has the right to consult with an attorney prior to entering into
6 this Consent Agreement.

7 3. Respondent has a right to a public hearing concerning this case. He further
8 acknowledges that at such formal hearing he could present evidence and cross-examine
9 witnesses. Respondent irrevocably waives his right to such a hearing.

10 4. Respondent irrevocably waives any right to rehearing or review or to any
11 judicial review or any other appeal of this matter.

12 5. This Consent Agreement shall be subject to the approval of the Board and
13 shall be effective only when signed by the Executive Director and accepted by the Board.
14 In the event that the Board does not approve this Consent Agreement, it is withdrawn and
15 shall be of no evidentiary value and shall not be relied upon nor introduced in any action
16 by any party, except that the parties agree that should the Board reject this Consent
17 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the
18 Board was prejudiced by its review and discussion of this document or any records
19 relating thereto.

20 6. The Consent Agreement, once approved by the Board and signed by the
21 Respondent, shall constitute a public record which may be disseminated as a formal
22 action of the Board.

23 **FINDINGS OF FACT**

24 On or about October 21, 2010, the Board's investigation revealed the following:
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ORDER

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2 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
3 agree to the following:

4 1. **Upon the effective date of this Consent Agreement, Respondent's**
5 **License as a Licensed Residential Appraiser shall be placed on probation for a**
6 **minimum period of six (6) months.** During probation, Respondent shall (a)
7 demonstrate resolution of the problems that resulted in this disciplinary action; (b)
8 comply with the terms of this Consent Agreement and Order and (c) comply with
9 USPAP, Arizona Revised Statutes and Appraisal Board rules. The effective date of this
10 Consent Agreement is the date that it is signed by the Board's Executive Director on
11 behalf of the Board.

12 2. Respondent shall successfully complete the following education within **six**
13 **(6) months** of the effective date of this Consent Agreement: **Seven (7) hours of Cost**
14 **Approach and fifteen (15) hours of Basic Appraisal (with an exam).** The education
15 under this paragraph **may not** be counted toward the continuing education requirements
16 for the renewal of Respondent's license. The same class may not be repeated to fulfill
17 the education requirements of this Consent Agreement. The education required pursuant
18 to paragraph 2 may be completed through distance learning.

19 3. Proof of completion of the required education must be submitted to the
20 Board within 3 weeks of completion of the required courses. Respondent shall bear all
21 costs and expenses associated with completing the education required in paragraph 2.

22 4. During the period of probation, Respondent shall complete a minimum of
23 **twelve (12) appraisal reports.** The Board reserves the right to audit any of
24 Respondent's reports and conduct peer review, as deemed necessary, during the
25 probationary period. The Board may, in its discretion, seek separate disciplinary action
26 against the Respondent for any violation of the applicable statutes and rules discovered in

1 an audit of the Respondent's appraisal reports provided to the Board under the terms of
2 this Consent Agreement.

3 5. The Respondent shall file an appraisal log with the Board on a monthly
4 basis listing every Arizona appraisal that he has completed within the prior calendar
5 month by property address, appraisal type, valuation date, the date the appraisal was
6 issued, and the number of hours worked on each assignment. The report log shall be filed
7 monthly beginning the 15th day of the first month following the start of Respondent's
8 probationary period and continuing each month thereafter until the Board terminates the
9 probation. If the log reporting date falls on a Saturday, Sunday, or holiday, the report log
10 is due on the next business day. **Even if Respondent performs no appraisals within a
11 given month, he must still file an appraisal log with the Board showing that no
12 appraisals were performed.** The monthly log report may be filed by mail or facsimile.

13 6. Respondent's probation shall continue until: (a) Respondent petitions the
14 Board for termination as provided in paragraph 7, and (b) the Board terminates the
15 probation. Upon petition by the Respondent for termination of the probation, the Board
16 will select and audit 3 of Respondent's appraisal reports.

17 7. At the end of **six (6) months** from the effective date of this Consent
18 Agreement, the Respondent may petition the Board for termination of his probation. If
19 the Board determines that Respondent has not complied with **all** the requirements of this
20 Consent Agreement, the Board, at its sole discretion, may either: (a) continue the
21 probation or (b) institute proceedings for noncompliance with this Consent Agreement,
22 which may result in suspension, revocation, or other disciplinary and/or remedial action.

23 8. Respondent shall not act as a supervising appraiser for other appraisers or
24 trainees, nor shall he act as a mentor, during the term of the probation. Respondent shall
25 also not teach any course related to real estate appraisals during the term of the probation.
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1 9. Respondent shall comply with the Uniform Standards of Professional
2 Appraisal Practice in performing all appraisals and all Board statutes and rules.

3 10. If, between the effective date of this Consent Agreement and the
4 termination of Respondent's probation by the Board, Respondent fails to renew his
5 license while under this Consent Agreement and subsequently applies for a license or
6 certificate, the remaining terms of this Consent Agreement, including probation and
7 mentorship, shall be imposed if the application for license or certificate is granted.

8 11. Respondent has read and understands this Consent Agreement as set forth
9 herein, and has had the opportunity to discuss this Consent Agreement with an attorney
10 or has waived the opportunity to discuss this Consent Agreement with an attorney.
11 Respondent voluntarily enters into this Consent Agreement for the purpose of avoiding
12 the expense and uncertainty of an administrative hearing.

13 12. Respondent understands that he has a right to a public administrative
14 hearing concerning each and every allegation set forth in the above-captioned matter, at
15 which administrative hearing he could present evidence and cross-examine witnesses. By
16 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
17 rights to such an administrative hearing, as well as all rights of rehearing, review,
18 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
19 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
20 Agreement shall be irrevocable.

21 13. Respondent understands that this Consent Agreement, or any part thereof,
22 may be considered in any future disciplinary action against him.

23 14. The parties agree that this Consent Agreement constitutes final resolution
24 of this disciplinary matter.

25 15. Time is of the essence with regard to this agreement.

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1 16. If Respondent fails to comply with the terms of this Consent Agreement,
2 the Board shall properly institute proceedings for noncompliance with this Consent
3 Agreement, which may result in suspension, revocation, or other disciplinary and/or
4 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
5 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of
6 the provisions of the Board's statutes or the rules of the Board for the administration and
7 enforcement of its statutes.

8 17. Respondent understands that this Consent Agreement does not constitute a
9 dismissal or resolution of other matters currently pending before the Board, if any, and
10 does not constitute any waiver, express or implied, of the Board's statutory authority or
11 jurisdiction regard any other pending or future investigation, action or proceeding.
12 Respondent also understands that acceptance of this Consent Agreement does not
13 preclude any other agency, subdivision or officer of this state from instituting other civil
14 or criminal proceedings with respect to the conduct that is the subject of this Consent
15 Agreement.

16 18. Respondent understands that the foregoing Consent Agreement shall not
17 become effective unless and until adopted by the Board of Appraisal and executed on
18 behalf of the Board. Any modification to this original document is ineffective and void
19 unless mutually approved by the parties in writing.

20 19. Respondent understands that this Consent Agreement is a public record that
21 may be publicly disseminated as a formal action of the Board.

22 20. Pursuant to the Board's Substantive Policy Statement #1, the Board
23 considers the violations in the above-referenced matters to constitute to a **Level III**
24 **Violation.**

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