

**BEFORE THE REAL ESTATE APPRAISER BOARD
STATE OF OKLAHOMA**

In the Matter of ANGELIA LANDERS,) Complaint #17-046
Respondent.)

CONSENT ORDER

COMES NOW the Oklahoma Real Estate Appraiser Board (“OREAB”), by and through the Prosecuting Attorney, Stephen McCaleb, and the Respondent ANGELIA LANDERS, by and through her attorney Odell Campbell, and enter into this Consent Order pursuant to Oklahoma Statutes Title 59 §858-700, et seq. and Oklahoma Administrative Code 600:10-1-1, et seq. All sections of this order are incorporated together.

AGREED FINDINGS OF FACT

BACKGROUND

1. On March 28, 2017, the Board issued Consent Order #17-004 in resolution of Complaint #16-005 as to Angelia Landers (“Landers”). As part of the consent order, Landers was placed on probation for a period of ninety (90) days. During probation, Landers was required to submit monthly work logs for all appraisal assignments performed during the month prior. From each work log, appraisal assignments may be randomly requested for review.

2. On or about August 10, 2017, pursuant to a request from Board staff, Landers submitted the subject appraisal report which was listed on her work log for appraisal assignments completed during the month of June. This report was submitted to a member of the Board's Standards and Disciplinary Procedures Committee for review. The review did not pass.

3. Upon information and belief, in August of 2017, Respondent was hired to complete an appraisal (the "appraisal") for a property located at S3, T11, R22R, Vian, OK 74962, Sequoyah County Oklahoma (the "subject").

4. Respondent completed the appraisal with an effective date of August 28, 2017.

5. Respondent committed a series of errors in the report which led to a misleading and non-credible report.

6. Intended User: The intended user(s) is not named in the report. It is clear from the report that the intended user is the client, the lender; but Respondent avoids simply identifying the intended user. In this straight forward assignment, there are no real consequences. In a more complex or contentious situation, identification of the intended user is critical. See advisory Opinion 36 from USPAP.

7. Intended Use: The intended use is "stated" but incorrect, The FIRREA/USPAP Addendum states that the intended use is "...to determine a

market value of the subject property". The transmittal letter states "The purpose of the appraisal is to develop an opinion of market value for the property...." The transmittal is correct. The intended use, in this case, is likely "to assist the client in a loan underwriting decision."

8. Prior Sale: Standard Rule 1-5 is clear that prior sales of the subject property within 3 years of the effective date are to be reported and analyzed. In the FIRREA Addendum the Respondent states that the property has sold within three years but offers no detail or analysis. In fact the property sold 14 months prior to the appraisal's effective date at \$27,500.00 or 53% of the appraised value. As a minimum, Respondent should be interested in reconciling the recent prior sale to the current valuation.

NEIGHBORHOOD SECTION

9. Factors that affect marketability are not adequately and reasonably described.

10. Neighborhood boundaries are not adequately and reasonably defined.

11. Market area trends are adequately and reasonably discussed and analyzed.

12. Respondent lacks understanding of where the property is located. (SR1(e)) The reported address of "S3,T11, R22E, Vian, OK 74962, Sequoyah County, Oklahoma" describes 640 acres. However, the subject site is located approximately 1/4 mile west of Sequoyah County Road N4527 Road and +/- 500'

north of Kerr Lake.

13. As to the neighborhood in general, there is no description of a neighborhood. A very small reference to schools, a grocery, the post office and restaurants in Vian is made. If the statistics presented pertain to Vian, they do not pertain to the subject, and are not credible.

Site / Highest & Best Use (when value opinion developed is Market Value)

14. The site has not been adequately identified/defined.

15. The current use was not reported in this section. “Vacant land” is not a “use.” It is likely that Respondent was attempting to convey that the probable highest and best use, lacking other economically viable uses due to physical constraints such as flood zone status, lack of public access, potential wetlands or other limitations of use due to proximity to Sequoyah National Wildlife Refuge, is recreational use.

16. Respondent reports that no survey was provided thus site dimensions were unavailable. Yet a complete legal description was provided, from which site dimensions could have been formulated.

17. Respondent correctly notes that the site appears to be within the 100-year flood plain. Such a condition should be discussed in the “physical constraints” section in a highest and best use analysis and should be an element of comparison in a sales comparison approach.

Sales Comparison Approach

18. Respondent did not analyze comparable sales data and used appropriate appraisal methods and techniques that support her conclusions.

19. Respondent did not adequately collect, verify, and report comparable sales.

20. Respondent did not provide adequate reasoning for adjustments, analysis, opinions and conclusions.

21. Respondent did not correctly employ recognized methods and techniques.

22. For Comparable #1, the Data source book and page reference is an incorrect, unrelated transaction.

23. Location: The subject is rural. All comparables are noted as "rural..." However, comparable #2 is within a small community on a paved road in an area of development and would be classified as a suburban property. Comparable #3 is along I-40 within 1.25 miles of a commercial corridor of Vian, OK.

24. Site/View: Respondent reports subject and all comps as pasture/wooded. However, Subject is 70%+/- wooded; Comp #1 is 50%+/- wooded; Comp #2 <20% wooded; Comp #3 >90% wooded. No analysis.

25. Subject and Comp #1 are 100% in flood zone. Respondent provided no analysis.

26. The Subject and Comp #1 are accessed by an easement. Comp #2 has

paved county road access; Comp #3 has gravel county road access. Respondent provided no analysis.

27. Financing concessions: All comps reported as conventional. Comp #1 was purchased on a contract for deed. Comps #2 and #3 were cash transactions.

28. Respondent omitted the most relevant comparable available, the prior sale of the subject property that occurred on July 7, 2016. The current owner, who is now refinancing the property, acquired the property for \$27,500.00 or & 714.29 per acre 14 months prior. Had the prior sale been used, it would have been the second newest sale presented.

29. Beginning with the prior sale of the subject property, this would have caused most appraisers concern when discovering, for instance, Comp #1 at over double the price recently paid for the subject. Notably, the transaction on Sale #1 could be considered an assemblage as the buyers already owned 80+/- adjacent acres. Alternatively, it is possible that conditions of the prior sale were atypical. Either way, the prior sale should have been discussed as a historical sale and in the sales comparison approach.

30. Respondent does not adequately explain the adjustments rather than a “blanket” statement as to the adjustments.

Final Reconciliation

31. The quality and quantity of data available and analyzed within the approaches used was not adequately reconciled.

32. The applicability and suitability of the approaches used to arrive at the value conclusion was not adequately reconciled.

33. The results were communicated in a misleading way.

34. Respondent's report does not contain sufficient information to enable the client(s) and intended user(s) who receive or rely on the report to understand it properly.

AGREED CONCLUSIONS OF LAW

1. That Respondent has violated 59 O.S. § 858-723(C)(6) through 59 O.S. §858- 726, in that Respondent violated:

A) The Ethics Rule and the Conduct Section of the Uniform Standards of Professional Appraisal Practice Ethics Rule;

B) The Competency Rule of the Uniform Standards of Professional Appraisal Practice;

C) The Scope of Work Rule of the Uniform Standards of Professional Appraisal Practice;

D) The Record Keeping Rule of the Uniform Standards of Professional Appraisal Practice;

E) Standard 1, Standards Rules 1-1, 1-2, 1-3, 1-4, 1-5, and

1-6; Standard 2, Standards Rules 2-1, and 2-2 of the Uniform Standards of Professional Appraisal Practice. These include the sub sections of the referenced rules.

2. That Respondent has violated 59 O.S. § 858-723(C)(7): "Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report or communicating an appraisal."

3. That Respondent has violated 59 O.S. § 858-723(C)(8): "Negligence or incompetence in developing an appraisal, in preparing an appraisal report, or in communicating an appraisal."

4. That Respondent has violated 59 O.S. § 858-723(C)(9): "Willfully disregarding or violating any of the provisions of the Oklahoma Certified Real Estate Appraisers Act."

5. That Respondent has violated 59 O.S. § 858-723(C)(13) in that Respondent violated 59 O.S. § 858-732(A)(1): "An appraiser must perform ethically and competently and not engage in conduct that is unlawful, unethical or improper. An appraiser who could reasonably be perceived to act as a disinterested third party in rendering an unbiased real property valuation must perform assignments with impartiality, objectivity and independence and without accommodation of personal interests."

6. That Respondent has violated 59 O.S. § 858-723(C)(5): "An act or

omission involving dishonesty, fraud, or misrepresentation with the intent to substantially benefit the certificate holder or another person or with the intent to substantially injure another person.”

7. That Respondent has violated 59 O.S. § 858-723(C)(6): “Violation of any of the standards for the development or communication of real estate appraisals as provided in the Oklahoma Certified Real Estate Appraisers Act.”

CONSENT AGREEMENT

The Respondent, by affixing his signature hereto, acknowledges:

1. That Respondent has been advised to seek the advice of counsel prior to signing this document.
2. That Respondent possesses the following rights among others:
 - a. the right to a formal fact finding hearing before a disciplinary panel of the Board;
 - b. the right to a reasonable notice of said hearing;
 - c. the right to be represented by counsel;
 - d. the right to compel the testimony of witnesses;
 - e. the right to cross-examine witnesses against him; and
 - f. the right to obtain judicial review of the final decision of the Board.

3. The Respondent stipulates to the facts as set forth above and specifically waives his right to contest these findings in any subsequent proceedings before the Board and to appeal this matter to the District Court.

4. The Respondent consents to the entry of this Order affecting his professional practice of real estate appraising in the State of Oklahoma.

5. The Respondent agrees and consents that this Consent Order shall not be used by him for purposes of defending any other action initiated by the Board regardless of the date of the appraisal.

6. All other original allegations in this matter are dismissed.

7. Respondent acknowledges this will be placed on the Board's agenda for its next monthly meeting after receipt of the executed Order from Respondent, and notice for the Order's placement on that agenda is accepted.¹

8. All parties to this Consent Order have been represented by counsel.

9. This Consent Order may be executed in one or more counterparts, but all of such counterparts, taken together, shall constitute only one Consent Order. When delivered to the other party, facsimile and visual digital reproductions of original signatures shall be effective the same as if they were the originals.

10. This Consent Order shall be governed by the internal laws of the State of Oklahoma without regard to the conflict of law principles.

¹ Currently the 2018 Board meetings are scheduled for 9:30 a.m. for: October 3, November 7, December 5.

11. This Consent Order contains the entire agreement between the parties hereto and all provisions of this Consent Order are contractual and not a mere recital. The Parties acknowledge that no presentation or promise not expressly set forth in this Consent Order has been made by any of the Parties hereto or any of their agents, employees, representatives, or attorneys. No modification of, or amendment to, this Consent Order shall be valid unless it is in writing and signed by the Parties. In the event any portion of this Consent Order shall be declared illegal or unenforceable as a matter of law, the remainder of the Consent Order shall remain in full force and effect.

12. This Consent Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understanding, discussions, negotiations, and commitments (written or oral). This Consent Order may not be altered, amended, modified, supplemented or otherwise changed except by a writing executed by an authorized representative of each of the parties.

13. The undersigned Respondent agrees that presentation of this Consent Order to the OREAB without the undersigned Respondent being present shall not constitute an improper *ex parte* communication between the OREAB and its counsel.

14. The Parties represent and warrant to one another that each party has authority to enter into this binding Consent Order. The OREAB represents and warrants that the undersigned have full authority to execute this Consent Order on behalf of the OREAB and bind the OREAB to the terms set forth herein.

15. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Consent Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

16. The parties acknowledge that they understand the provisions of this Consent Order.

CONSENT ORDER TO BE ACCEPTED OR REJECTED BY THE BOARD

The Oklahoma Real Estate Appraiser Board will not submit this Consent Order for the Board's consideration until its agreement and execution by the Respondent(s). It is hereby agreed between the parties that this Consent Order shall be presented to the Board with recommendation for approval of the Board at the next scheduled meeting of the Board. The Respondent understands that the Board is free to accept or reject this Consent Order and, if rejected by the Board, a formal hearing on the complaint may be held. If the Board does not accept the Consent Order, it shall be regarded as null and void. Admissions by Respondent in the rejected Consent Order will not be regarded as evidence against him/her at the subsequent disciplinary hearing. Respondent will be free to defend himself and no

inferences will be made from his willingness to have entered this agreement. It is agreed that neither the presentation of the Consent Order nor the Board's consideration of the Consent Order will be deemed to have unfairly or illegally prejudiced the Board or its individual members and therefore will not be grounds for precluding the Board or any individual Board member from further participation in proceedings related to the matters set forth in the Consent Order.

- **THIS CONSENT ORDER IS NOT EFFECTIVE UNTIL ITS APPROVAL BY A MAJORITY OF THE BOARD AND THE APPROVED ORDER RECEIVES A SUBSEQUENT ENDORSEMENT (“SIGNATURE”) BY A REPRESENTATIVE OF THE BOARD. THE EXECUTED ORDER IS THEN SUBJECT TO A WRITTEN ANALYSIS BY THE OKLAHOMA ATTORNEY GENERAL’S OFFICE.**

ORDER

WHEREFORE, on the basis of the foregoing Agreed Findings of Fact and Agreed Conclusions of Law, it is ordered and that:

1. Respondent agrees that she will successfully complete, pass the test, and provide proof of completion and passing of the tests to the Board’s office for the following corrective education courses within 90 days from the date the Consent

Order is approved by the Oklahoma Attorney General. The courses to be taken are:

- a) Course #611/60D: Residential Market Analysis & Highest and Best Use 15 hours;
- b) Course #613/60F: Residential Sales Comparison & Income Approach 30 hours; and
- c) Course #600/60A: 15-Hour National USPAP 15 Hours (No Continuing Education credit given for this class).

2. Respondent shall pay costs of Five Hundred Thousand Dollars (\$500), to be paid within thirty (30) days of the Final Order, pursuant to 59 O.S. §858-723.

3. Respondent shall be placed on **PROBATION** for a period of **NINETY (90) DAYS** beginning immediately upon the date she timely completes the three courses listed in paragraph one of this section. During the period of probation, Respondent shall provide an appraisal log on REA Form 3 to the administrative office of the Board no later than the fifth (5th) working day of each month detailing all his appraisal activity during the preceding month. The Board may select and require samples of work product from these appraisal logs be sent for review.

4. Failure to comply the preceding paragraphs in a timely manner will result in an instant suspension of Respondent's license. For good cause, an extension may be granted by the Board. An application for an Extension of Time should be filed at least five business days in advance of the Board meeting to be

placed on a Board meeting agenda in advance of the deadline to comply with this Consent Order.

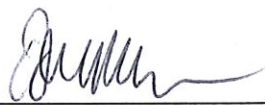
DISCLOSURE

Pursuant to the Oklahoma Open Records Act, 51 O.S. §§24-A.1 – 24A.21, the signed original of this Consent Order shall remain in the custody of the Board as a public record and shall be made available for public inspection and copying upon request.

RESPONDENT:


ANGELIA LANDERS

10/1/18
DATE


ODELL CAMPBELL
ATTORNEY FOR RESPONDENT

10/1/18
DATE

CERTIFICATE OF BOARD PROSECUTING ATTORNEY

I believe this Consent Order to be in the best interests of the Oklahoma Real Estate Appraiser Board, the State of Oklahoma and the Respondent with regard to the violations alleged in the formal Complaint.



STEPHEN MCCALED, OBA #15649
Board Prosecutor
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112

10-3-18

DATE

IT IS SO ORDERED on this 3rd day of October, 2018.



ERIC SCHOEN, Board Secretary
Oklahoma Real Estate Appraiser Board



**OKLAHOMA REAL ESTATE
APPRAISER BOARD**

By:

A handwritten signature in black ink, appearing to read "Bryan Neal", written over a horizontal line.

BRYAN NEAL, OBA #6590

Assistant Attorney General

Attorney for the Board

313 NE 21st Street

Oklahoma City, Oklahoma 73105

CERTIFICATE OF MAILING

I, Kayla Dekat hereby certify that on the 5th day of November, 2018 a true and correct copy of the above and foregoing Consent Order was placed in the U.S. Mail, with postage pre-paid, by certified mail, return receipt requested to:

Odell D. Campbell

The Campbell Law Firm, PLLC
4920 N. Meridian Ave., Ste. C
Oklahoma City, OK 73112

9214 8902 0982 7500 0141 04


and that copies were forwarded by first class mail to the following:

Bryan Neal, Assistant Attorney General

OFFICE OF THE ATTORNEY GENERAL
313 N.E. 21st Street
Oklahoma City, OK 73105

Stephen L. McCaleb

DERRYBERRY & NAIFEH
4800 N. Lincoln Boulevard
Oklahoma City, OK 73105



Kayla Dekat



RECEIVED
OKLAHOMA INSURANCE DEPT.

OCT 15 2018

OFFICE OF ATTORNEY GENERAL Real Estate Appraiser Board
STATE OF OKLAHOMA

ATTORNEY GENERAL OPINION
2018-408A

Christine McEntire, Director
Oklahoma Real Estate Appraiser Board
3625 N.W. 56th St., Ste. 100
Oklahoma City, OK 73112

October 15, 2018

Dear Director McEntire:

This office has received your request for a written Attorney General Opinion regarding action that the Oklahoma Real Estate Appraiser Board intends to take pursuant to a consent agreement with respect to licensee 12562CRA. The licensee is currently on probation and has performed an appraisal that failed to meet the required standards. The Board proposes to require the licensee to pay \$500 in costs, complete three corrective education courses, and submit to a 90-day probation.

The Oklahoma Certified Real Estate Appraisers Act authorizes the Board “[t]o censure, suspend and revoke certificates pursuant to the disciplinary proceedings provided in [the Act,]” *see* 59 O.S.Supp.2017, § 858-706(7), and to require payment of fines and costs and the completion of educational programs. *Id.* § 858-723(A)(7)-(9). The Board may discipline licensees who “[v]iolat[e] any of the provisions in the code of ethics set forth in [the] Act.” *Id.* § 858-723(C)(13). The Act requires adherence to the USPAP, which contains professional requirements pertaining to ethics, competency, and scope of work. 59 O.S.2011, § 858-726. The Board may reasonably believe that the proposed action is necessary to prevent future violations.

It is, therefore, the official opinion of the Attorney General that the Oklahoma Real Estate Appraiser Board has adequate support for the conclusion that this action advances the State’s policy to uphold standards of competency and professionalism among real estate appraisers.

A handwritten signature in black ink that reads "Mike Hunter".

MIKE HUNTER
ATTORNEY GENERAL OF OKLAHOMA

A handwritten signature in black ink that reads "Amanda Otis".

AMANDA OTIS
ASSISTANT ATTORNEY GENERAL