

5. In the neighborhood section of the report, Respondent reports that the subject area is 60% one-unit, 5% commercial, and 35% other. However, the subject area is less than 25% built-up, and the present land use is roughly 10% single family and 90% undeveloped agricultural land.

6. In the site section of his report, Respondent incorrectly reported the zoning as RA and did not report a zoning description. The subject area is not zoned, therefore it is given the zoning class of Ag, which is described as rural agricultural land.

7. In the sales comparison approach, the individual adjustments for the condition of sales 2 and 3 were excessive and the Respondent gave no explanation as to how his adjustments were derived.

8. Respondent's price per acre in his cost approach was excessive.

9. The Respondent failed to report a transfer of the subject property that occurred in December of 2007.

10. Regarding Comparable #1, the Respondent reported that the Gross Living Area ("GLA") of this 108 year old house was 1,112 square feet, while the county assessor's records report the GLA of the existing house to be 1,332 square feet. The Respondent listed the address as a PO Box. A user or reader of the report cannot find a property with a PO Box. This property does not have an assigned address and would be located by the following description: Lot 3-39.72AC; Lot 4-39.64AC less 23.49AC to the United States – T28N R13E Sec02. This sale is 1.5 miles from Lake Copan, which would make the price per acre land value of this property higher than the subject property.

11. Regarding Comparable #2, very little of the data regarding this comparable was reported accurately by the Respondent. This comparable had 4 parcels of land with it, totaling

474 acres. This property is development land, overlooking the city of Tulsa skyline and sold for \$5.75 million, not \$575,000 as reported by the Respondent. The distance of this property from the subject is farther than was reported. The Respondent failed to report all of the farm/cattle/horse equipment include in the sale. The Respondent did not report the 4 ponds and the small lake on the property. The Respondent did not report the 30x40 private gym/recreational building located on the property. This property would not be considered comparable to the subject property in any way.

12. Regarding Comparable #3, the Respondent only reported one of the parcels that was included in this sale. There were actually 2 parcels, totaling 240 acres (not 180 acres as reported by the Respondent), included in this sale. This sale is farther than was reported by the Respondent (50 miles, not 34 miles) and is in the area of lake communities surrounding Grand Lake. This property would not be considered comparable to the subject property due to the distance and location around Grand Lake.

13. That Respondent's appraisal report state, in the Appraiser's Certification, that the appraisal was developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

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) Standard 1, Standards Rules 1, 1-1, 1-4, 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)(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."

3. 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."

4. 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."

5. 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."

6. That Respondent has violated 59 O.S. § 858-723(C)(10): "Accepting an appraisal assignment when the employment itself is contingent upon the appraiser reporting a predetermined estimate, analysis or opinion, or where the fee to be paid is contingent upon the opinion, conclusion, or valuation reached, or upon the consequences resulting from the appraisal assignment."

7. 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."

CONSENT AGREEMENT

The Respondent, by affixing her signature hereto, acknowledges:

1. That Respondent has been advised of his right to seek the advice of counsel prior to signing this document;
2. That Respondent possesses the following rights, including but not limited to:
 - a. The right to a formal fact finding hearing before a disciplinary panel of OREAB;
 - 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 OREAB.
3. That Respondent stipulates to the facts as set forth above and specifically waives his right to contest these findings in any subsequent proceedings before the OREAB and to appeal this matter to the District Court;
4. That Respondent consents to the entry of this Consent Order affecting his professional practice of real estate appraising in the State of Oklahoma;
5. That Respondent agrees and consents that this Consent Order shall not be used by him for purposes of defending any other action initiated by the OREAB regardless of the date of the appraisal;
6. That Respondent waives any sort of conflict of interest that may exist with the voting members of the Oklahoma Real Estate Appraiser Board for purposes of voting on this

Consent Order. This waiver includes waiving a conflict for being a competitor of the Respondent;

7. That all other original allegations in this matter are dismissed; and

8. That this Consent Order is for the purpose of settlement only. Neither the fact that Respondent and OREAB have agreed to this Consent Order, nor the Findings of Fact or Conclusions of Law contained herein, shall be used for any purpose in any proceeding, except by the OREAB. Nothing contained in this Consent Order is an admission by the Respondent of liability.

ORDER

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

1. Respondent shall pay an administrative fine in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Per 59 O.S. §858-723, the parties agree that the administrative fine shall be paid within sixty (60) days of notification of the certificate holder by the Board of the order of the Board imposing the administrative fine. The certificate may be suspended until any fine imposed upon the licensee by the Board is paid. If the fine is not paid in full by the licensee within sixty (60) days of the notification by the Board of the order, the fine shall double and the certificate holder shall have an additional thirty-day period. If the double fine is not paid within the additional thirty-day period, the certificate shall automatically be revoked; and

2. Respondent successfully completes corrective education as follows: THIRTY (30) HOURS – 613: Residential Sales Comparison and Income Approaches. Respondent shall file with the OREAB proof of the completed course no later than December 1, 2012.

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:



KEVIN E. SAC

6-4-2012

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 N.W. 56th Street, Suite 100
Oklahoma City, Oklahoma 73112

6-11-12

DATE

IT IS SO ORDERED on this 6th day of July, 2012.



Christen Watson

**CHRISTEN WATSON, Secretary
OKLAHOMA REAL ESTATE
APPRAISER BOARD**

By:

Bryan Neal

BRYAN NEAL, OBA #6590

Assistant Attorney General

Counsel for the Board

313 NE 21st Street

Oklahoma City, Oklahoma 73105

CERTIFICATE OF MAILING

I, Rebecca Keesee, hereby certify that on the 10th day of July, 2012 a true and correct copy of the above and foregoing Consent Order for Respondent Kevin E. Sac was placed in the U.S. Mail by certified mail, return receipt requested to:

Kevin E. Sac
10321 E. 113th Street South
Bixby, Oklahoma 74008

7010 3090 0000 3334 6366

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


REBECCA KEESEE