

In the Matter of JAMES R. SINGLEY,                 )  
Respondent.   )

Complaint #20-001, 20-028, 20-040

month of September. This report was submitted to one of the Board's Appraiser Examiners for a USPAP-compliant work product review.

On October 9, 2019, Board staff received the Examiner's work product review of the subject appraisal, leading to this complaint.

It appears that the violations identified in the Work Product Review are similar to those found in Board Order #19-005. This report was completed after the required corrective education was completed.

**COMPLAINT 20-001**  
**AGREED FINDINGS OF FACT**

1. In December of 2019, Respondent was hired to complete an appraisal (the "appraisal") for a property located at 3864 SE 56<sup>th</sup> Street, Norman, Oklahoma 73072 (the "subject"). Respondent completed the appraisal with an effective date of December 27, 2019, and then signed on January 2, 2020. The appraisal was performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

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

**GENERAL**

3. The scope of work was not sufficiently summarized to disclose to the clients the level of work used to develop the appraisal.

4. SCOPE OF WORK IS INSUFFICIENT REGARDING EXCLUSION OF APPROACHES: The Appraisal reported "The Income approach was not applicable for the purpose of this appraisal." However, this explanation is insufficient.

5. The Appraisal reported “The Cost Approach does not always indicate the Market Value of the Subject and is less reliable for older homes.” However, exclusion of the Cost Approach is not acceptable when it differs from what an appraiser’s peers’ actions would be in performing the same or similar assignment.

### **NEIGHBORHOOD SECTION**

6. The factors that affect marketability were not adequately and reasonably described.

7. The neighborhood boundaries were not adequately and reasonably defined.

8. FACTORS THAT AFFECT MARKETABILITY NOT ADEQUATELY DESCRIBED: The Appraisal reported the Subject is located within a Planned Unit Development with Home Owner Association (HOA) dues; however, the HOA common elements were not adequately described nor were photos of the elements provided.

9. NEIGHBORHOOD NOT ADEQUATELY DESCRIBED: The “City” location reported in the Appraisal for the Subject property is “Norman”; however, the Subject property is located in Newcastle, OK, with a Norman mailing address.

### **SITE/HIGHEST AND BEST USE**

10. The site was not adequately identified/defined.

11. Easements, restrictions or other items of a similar nature were not adequately reported and considered.

12. SITE OWNERSHIP NOT ACCURATELY DESCRIBED: The Appraisal only reported John Romero as owner of record; however, Christina Lebarre-Romero was also an owner of record on effective date of appraisal.

13. EASEMENTS NOT ADEQUATELY REPORTED: The Appraisal failed to indicate if the Subject's lot contains easements, restrictions, setbacks, etc.

#### **COST APPROACH**

14. The exclusion of the Cost Approach was not supported.

15. If the site is market oriented, Respondent should have provided a short summary of the sales. If another method is used, it needs to be explained in the report.

16. EXCLUSION OF THE COST APPROACH WAS NOT SUPPORTED: The Appraisal reported "The Cost Approach does not always indicate the Market Value of the Subject and is less reliable for older homes." However, exclusion of the Cost Approach is not acceptable when it differs from what an appraiser's peers' actions would be in performing the same or similar assignment on a two-year-old Subject property.

#### **SALES COMPARISON APPROACH**

17. As described further below, Respondent did not adequately collect, verify, and report comparable sales; and adequate reasoning was not provided for adjustments, analysis, opinions and conclusions.

18. Respondent did not adequately explain the adjustments, rather, provided a "blanket" statement as to the adjustments.

19. RESPONDENT INADEQUATELY COLLECTED, VERIFIED, AND REPORTED COMPARABLE SALES: All of the Sales photos, utilized in the Appraisal, are from MLS, not live photos; however, no clear disclosure was in the report.

20. The Appraisal failed to report and analyze the Subject's 02/02/2016 (within 3 years)



for \$79,000 (book 2280 / page 92) Adkins & Adkins Land Dev LLC to John Romero, and a quit claim between Christina and John (book 2600 / page 149) on 12/19/2019.

21. Sale 3 is a dated sale, when more recent MLS sales in the subject subdivision were available. Respondent failed to properly eliminate alternate sales. Example: MLS 855246, 5375 Raelee Ct, \$600,000, 06/10/2019, GLA: 3880 sf, Blt: 2018, Site 2.0 acres.

22. In the report, there were Gross Living Area (GLA) Discrepancies between county records and what was put in the report, as follows:

Subject-Assessor reported 3,296 sf, Appraisal reported 3,356 sf.

Sale 1-Assessor reported 3,242 sf, Appraisal reported 3,215 sf.

Sale 2-Assessor reported 3,5-4 sf, Appraisal reported 3,491 sf.

Sale 3-Assessor reported 3,482 sf, Appraisal reported 3,430 sf.

23. INADEQUATE REASONING PROVIDED FOR ADJUSTMENTS: All Sales utilized in the Appraisal have a smaller site area. The Appraiser reported "No adjustments were made for land size based on the land sales and usable area of the land and location." However, an MLS alternate sale exists in the subdivision, at 5375 Raelee Ct., which has a 2.0-acre site, larger than the Subject site.

24. The Appraisal reported "None of the homes in the Subject's addition have resold, an estimated value of \$5,000 was determined from the market for the difference in a new home and a home barely lived in like the subject." However, the Appraiser failed to explain how the \$5,000 condition adjustment was determined from the market.

25. The Appraisal failed to report and adjust for significant elements of comparison possessed by the utilized sales.

26. According to MLS, Sale 1 has a safe room, lawn sprinkler, alarm, outdoor fireplace and a Porte-cochere, which were not disclosed or analyzed by Respondent. Sale 2 has a safe room, lawn sprinkler, alarm, outdoor fireplace, which were not disclosed or analyzed by Respondent. Sale 3 has a storm shelter and circle driveway, which were not disclosed or analyzed by Respondent.

### **INCOME APPROACH**

27. The exclusion of the income approach was not properly supported.

28. The statement "The Income approach is not used due to a lack of rental properties" is not sufficient. If the approach is not used, then the appraiser should have a statement in the scope of the work that the development of the approach was not necessary in order to arrive at a credible market value. The Appraisal reported "the Income approach was not applicable for the purpose of this appraisal." However, this explanation is insufficient.

### **FINAL RECONCILIATION**

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

30. The applicability and suitability of the approaches used to arrive at the value conclusions were not adequately reconciled.

31. QUALITY AND QUANTITY OF DATA NOT ADEQUATELY RECONCILED:  
The adjustments or lack of adjustments applied to the Sales were not adequately reconciled.

32. APPLICABILITY AND SUITABILITY OF THE APPROACHES USED NOT ADEQUATELY RECONCILED: Explanations provided for the exclusion of Income and Cost

Approaches were not adequately reconciled.

33. The appraisal results were not conveyed in an appropriate manner.

34. The appraisal report does not contain sufficient information to enable the client and intended user who receive or rely on the report to understand it properly.

35. The salient and factual data reported were not analyzed in a consistent manner throughout the assignment.

### **COMPLAINT 20-028** **AGREED FINDINGS OF FACT**

36. In May of 2020, Respondent was hired to complete an appraisal (the “appraisal”) for a property located at 816 NW 53<sup>rd</sup> Street, Oklahoma City, OK 73118 (the “subject”). Respondent completed the appraisal with an effective date of May 6, 2020, and then signed on May 11, 2020. The appraisal was performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

#### **GENERAL**

37. The scope of work was not sufficiently summarized to disclose to the clients the level of work used to develop the appraisal.

38. Respondent reports on form ID20E that the assignment is a Restricted Appraisal Report. But the form states Exterior Appraisal Report. An exterior appraisal report does not have to be a Restricted Appraisal Report. According to the 2020-2021 USPAP, a restricted appraisal report has to name by name the intended users. If the loan is going to be sold on the secondary market, it cannot be a Restricted Appraisal Report. There is no mention in the report (except on the ID20E form) where the appraiser got his information on the subject. He states county assessor

data and MLS data from the sale in 2015 and exterior inspection from the street. These sources do not tell anything about the interior of the subject in its current condition.

### **NEIGHBORHOOD SECTION**

39. The factors that affect marketability were not adequately and reasonably described.

40. The neighborhood boundaries were not adequately and reasonably defined.

41. Market area trends were not adequately and reasonably discussed and analyzed.

42. The neighborhood description is a “canned” comment and could be used in any report. There is no information that is specific to the subject neighborhood itself. Market trends do not have to do with financing. They have to do with values past and present.

43. Respondent reports the area is stable, yet information from the county assessor site (215 total records) 178 increased in value and 18 decreased in value. Respondent should go into more detail on how he arrived at “stable”. MLS sales in the neighborhood show the range from \$90,000 to \$218,000 with a median of \$183,900 and an average of \$166,200. There was one sale (not included on the list) over \$218,000 that was a custom-built home on an infill lot that sold for \$639,000. Throwing this one sale out, the highest sale is \$218,000.

44. The south boundary could be NW 50<sup>th</sup> St. This would make the subject’s subdivision the “neighborhood”. Using NW 36<sup>th</sup> as the south boundary includes another subdivision with more sales in the past year and higher sales maximum and average (see attachments).

### **SITE/HIGHEST AND BEST USE**

45. An opinion to the highest and best use was not provided.



46. Respondent has a short statement on highest and best use that could apply to any property. The present use is not applicable for “highest and best use” (HBU) analysis. HBU is based on the site “as if vacant”.

#### **DESCRIPTION ON IMPROVEMENTS**

47. Relevant characteristics of improvements and any effect they have on value were not adequately described.

48. Relevant conditions or depreciation (physical, functional or external) factors that affect the improvements were not reported and analyzed.

49. This is an “exterior only” assignment. There is no information where the appraiser got information to base the current condition as C4. The appraiser states “no physical inadequacies noted beyond normal wear, upkeep average”. It is not clear what exactly is “normal wear and upkeep average” nor where the appraiser obtained this information. Even with an “exterior only”, the appraiser could have contacted the owner to get current information on the condition of the property and any updating since it was purchased.

50. The appraiser marked the box “tenant” occupied but does not mention how he knew it was tenant occupied or the amount of the rent.

#### **COST APPROACH**

51. The site value was not developed by an appropriate appraisal method or technique.

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

53. If the site is market oriented, there needs to be a short summary of the sales. If another method is used, it needs to be explained in the report. Example – “Discussion with local

builders” is not sufficient. If the appraiser mentions local builders, there should be a cost analysis from the builder. Depreciation should make sense – does the effective age and condition of the property carry over to the approach. For instance, is the depreciation too excessive for a property that is stated to be in average or good condition? Either the physical depreciation is wrong, or the condition of the property is not accurate.

54. Respondent reports that the land allocation method was used. There is no support in the appraisal for the allocation method. The allocation method uses sales not site values from tax records. The form states there must be support for the land value. There is no support. If the allocation method is used, it needs to be included in the report. The box “replacement cost new” should not be checked because the cost approach was not done. You can do land value but not do the cost approach. Most appraisers would not do a cost approach on an exterior only due to the lack of information available about the subject dwelling.

### **INCOME APPROACH**

55. Reasonable support for income, expenses, and vacancy was not provided.

56. Projections of future rent and expenses were not based on reasonably clear and appropriate market evidence.

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

58. The statement “The Income approach is not used due to a lack of rental properties” is not sufficient. If the approach is not used, then the appraiser should have a statement in the scope of the work that the development of the approach was not necessary in order to arrive at a credible market value.

59. The rentals are shown on the rent sheet, but the properties used to arrive at the gross rent multiplier (GRM) are not shown in the report. These properties need to be shown with the sales price, rental amount and the GRM.

60. There is no support for the remaining life of the equipment. The subject is said to be average, but it would appear that the components are all given nearly full life span except for the roof. Since this was an exterior only, there should be some explanation how the appraiser arrived at the remaining life for the equipment items. The monthly housing expense can be obtained from the lender (taxes, insurance, payment).

#### **FINAL RECONCILIATION**

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

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

63. Respondent reports the income approach was not applicable for the purpose of this appraisal. But it was applicable and was used. There is no “proof” for the GRM.

64. Respondent used MLS pictures for all three sales and made a comment that it is acceptable if a photo could not be obtained due to obstruction by object or human and no trespassing sign or secured by gate. None of these factors apply to the comparables used in this report. Therefore, the appraiser should have taken the comparable pictures.

#### **SUMMARY OF COMMENTS ON THE REPORT**

65. The neighborhood comments need to be “geared” to the subject property not

“canned” comments.

66. The comments on the improvements needs improvement. With an exterior only report, there needs to be comments as to how the appraiser arrived at the condition rating.

67. The site value needs to have support – either summary of sales from MLS or if the allocation method is used, it needs to be in the report.

68. GRM information needs to be in the report. There also needs to be an explanation for the ratings for the equipment since an interior inspection was not done.

### **COMPLAINT 20-040** **AGREED FINDINGS OF FACT**

69. In July of 2020, Respondent was hired to complete an appraisal (the “appraisal”) for a property located at 11129 SW 42<sup>nd</sup> Street, Mustang, OK 73064 (the “subject”). Respondent completed the appraisal with an effective date of May 6, 2020, and then signed on July 21, 2020. The appraisal was performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

### **SITE/HIGHEST AND BEST USE**

70. Easements, restrictions, or other items of a similar nature were not adequately reported and considered.

71. Subject’s plat map displays building line setback easements at South and West, and a U/E at the North; however, the appraisal lacked any such disclosure.

### **IMPROVEMENTS**

72. Relevant characteristics of improvements and any effect they have on value were



not adequately described. Relevant conditions or depreciation (physical, functional or external) factors that affect the improvements were not reported and analyzed. Personal property, trade fixtures or intangible items that are not real property but included in the appraisal were not adequately described and considered in the valuation process.

73. The Cost Approach was not developed; therefore, the Reader of the appraisal cannot determine if appropriate depreciation was applied to the improvements and the storm shelter. This report deficiency was not considered in the final ratings below, as it is a common reporting deficiency among Peers.

74. The Appraiser classified the subject's range/oven as real property; however, the photos suggest it is free standing. Although it should have been disclosed as such, free-standing range/ovens are commonly conveyed as real estate in the subject's market. This report deficiency was not considered in the final ratings below, as it is a common reporting deficiency among Peers.

75. The Appraiser classified the subject's outbuilding as real property; however, the photos in the appraisal and in prior Subject MLS printouts suggest the building is small in size and on skid foundation, not permanent.

### **COST APPROACH**

76. The site value was not developed by an appropriate appraisal method or technique.

77. If the site is market oriented, there needs to be a short summary of the sales. If another method is used, it needs to be explained in the report. If the appraiser mentions local builders, there should be a cost analysis from the builder. Depreciation should make sense – does the effective age and condition of the property carry over to the cost approach. Either the physical depreciation is wrong, or the condition of the property is not accurate.

78. The Subject's site value was reported outside of the Cost Approach; however, the Appraiser only recited the County Assessor's value estimate rather than provide further analysis in support of that value. The Sales required site adjustments which were not adequately explained.

#### **SALES COMPARISON APPROACH**

79. Respondent failed to analyze comparable sales data and use appropriate appraisal methods and techniques that support the conclusions.

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

81. Adequate reasoning was not provided for adjustments, analysis, opinions and conclusions.

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

83. The Appraisal reported none of the comparable homes in the Subject's addition had a 2-car garage or sprinkler system. However, MLS revealed six alternate sales within close variance to Subject's living area and age and within 180 days, from the subdivision, which have 2-car garages. Note that Sale 3 exceeds 180 days; however, there were MLS sales similar to the Subject that sold within 180 days which were neither disclosed nor properly eliminated from use. The sales verification source reported in the appraisal was County Records/Listing Realtor. However, County Records is not an adequate source by itself without additional information such as recorded book/page of the deed; and Listing Realtor is basically only a re-statement of the Data Source unless the Appraiser indicates he/she personally interviewed the individual Listing Agents. This Reviewer made extraordinary assumption that the Appraiser did in fact personally interview the Listing Agents for the Sales.

84. MLS sales with 2-car garage, like the subject, were available though not utilized

nor properly eliminated from use.

85. Excessive Seller Concessions were not adjusted or explained for Sale 1. The appraisal indicates an increasing market; however, the report failed to support the lack of market time adjustments. Site adjustments on Sales 1, 2 and 3 were not adequately supported. Site areas for Sales 2 and 3 reported as 21,344 and 13,068 sf respectively; however, plat map shows 15,560 sf and 17,052 sf. Appraisal and MLS indicates Sale 3 sold for \$220,000; however, County record indicates \$216,000, not explained. The appraisal failed to disclose abutting tree view on Sales 1 and 3. Even if neutral, the influence should have been reported. The upward \$5,000 room count adjustment on Sale 1 was not supported. Garage adjustments were not supported, considering there were 2-car garage sales available from the subdivision in MLS. Sale 1 has an open patio; however, the appraisal reported a covered patio. Portable outbuildings on skids for the Subject and Sales 1 and 3 were incorrectly classified and valued as real property.

### **INCOME APPROACH**

86. Exclusion of the income approach was not supported.

87. The statement "The Income approach is not used due to a lack of rental properties" is not sufficient. If the approach is not used, then the appraiser should have a statement in the scope of the work that the development of the approach was not necessary in order to arrive at a credible market value.

88. Respondent reported "The Income Approach was not applicable for the purpose of this appraisal". However, this commentary is not acceptable.

### **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;
- D) Standard 1, Standards Rules 1-1, 1-2, 1-3, 1-4, 1-5, and 1-6; and 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.<sup>1</sup>

8. All parties to this Consent Order have had the opportunity to be 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.

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<sup>1</sup> Currently the next Board meeting is scheduled for 9:30 a.m. on March 5, 2021.

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 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.

**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 to a **THIRTY (30) DAY SUSPENSION.**
2. Respondent shall take the following corrective education courses from the Appraisal Foundation:



Appraiser Self-Protection: Documentation and Record Keeping	4 Hours
Report Certification: What am I signing and Why	4 Hours
Residential Report Writing v. Form Filing	4 Hours
Missing Explanations	4 Hours
Ethics, Competency & Negligence	4 Hours

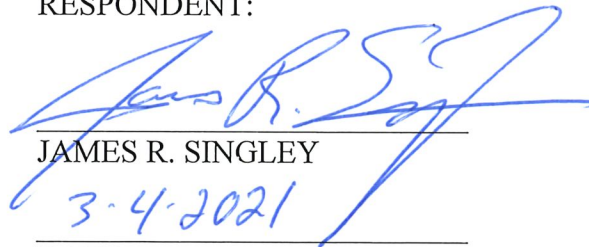
Respondent agrees that he will successfully complete, pass the test, and provide proof of completion and passing of the tests to the Board's office for the courses completed, within sixty (60) days from the date the Board approves this Order. Failure to complete and pass the courses in a timely matter will result in suspension until the courses are passed and completed with proof of completion and passing of the tests to the Board's office.

3. Failure to comply with 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**

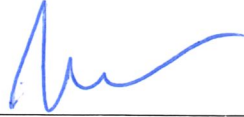
Pursuant to the Oklahoma Open Records Act, 51 O.S. §§24-A.1 – 24A.21, the signed original of this Consent Order shall remain in the custody of the Board as a public record and shall be made available for public inspection and copying upon request.

RESPONDENT:

  
 JAMES R. SINGLEY  
 3-4-2021  
 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.

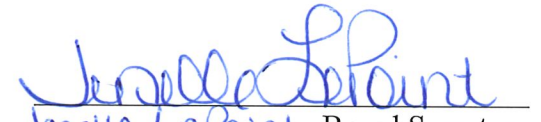


STEPHEN MCCALED, OBA #15649  
Board Prosecutor  
400 NE 50<sup>th</sup> Street  
Oklahoma City, Oklahoma 73105



DATE

IT IS SO ORDERED on this 5<sup>th</sup> day of March, 2021.



Jenelle Lefoint, Board Secretary  
Oklahoma Real Estate Appraiser Board

**OKLAHOMA REAL ESTATE  
APPRAISER BOARD**

By:



BRYAN NEAL, OBA #6590  
Assistant Attorney General  
Attorney for the Board  
313 NE 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105

**CERTIFICATE OF MAILING**

I, Jenelle LePoint hereby certify that on the 8<sup>th</sup> day of March, 2021 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:

**James R. Singley**  
10213 Oxlow Court  
Oklahoma City, OK 73159

**9214 8902 0982 7500 0353 38**

and by First Class Mail to:

**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

  
JENELLE LEPOINT