

JAN 09 2023

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

[illegible]

COMES NOW the Oklahoma Real Estate Appraiser Board (“OREAB”), by and through the Prosecuting Attorney, Stephen McCaleb, and John Slamons (“Respondent”), 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.

1. With regard to Complaint No. 21-031, in May of 2019, Respondent was hired to complete an appraisal (the “appraisal”) for a property located at 467353 Highway 62, Westville, Comanche County, OK 74965 (the “Subject”). The Lender/Client was RoundPoint Mortgage Servicing Corporation. The Purchaser was Eiaong Vang. Respondent completed the appraisal with an effective date of May 2, 2021. The assignment type was for a purchase transaction. The appraisal was performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

2. As to Complaint No. 21-050, in November of 2016, Respondent was hired to complete an appraisal (the “appraisal”) for a property located at 1 West 81st Street, Tulsa, Tulsa, OK 74132 (the “Subject”). The Lender/Client was Gateway Mortgage Group, LLC. The Purchaser was Julia Kwok. Respondent completed the appraisal with an effective date of November 8, 2016. The assignment type was for a refinance transaction. The appraisal was performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

3. Respondent committed a series of errors in the reports, which led to misleading and non-credible reports.

467353 Highway 62, Westville, OK

1

4. The analysis of agreements of sale, options, or listings of Subject property current as of the effective date of appraisal and sales that occurred within three years prior were not adequately summarized.

5. The subject was sold by the owner. Respondent did not analyze the sale. The seller should have been questioned as to how buyer and seller arrived at the agreed sales price. Questions should have been asked and answers put in the report as to: what sources were used to list the property? How many days was the property on the market? How did the buyer and seller agree on a sales price? Were there other offers? Respondent should not take for granted that the sales price is market driven or that the seller and buyer have reasonable knowledge about buying and selling properties.

6. The appraiser's work file does not have the following:

A. Notes and floor plan from the inspection - if using phone, tablet, etc. The information should be printed off and put in the work file (it can be a pdf, it does not have to be a paper copy).

B. No notes in the work file on "paired sales" which the appraiser mentions several times in the report.

C. No comp pictures verifying the appraiser "drove" the comparable sales.

D. No land sales in the work file or in the report.

E. No documentation in the work file on the cost approach. In the appraisal, several sources are cited, but there is no documentation in the work file or no notes on how the amounts in the cost approach were obtained.

Neighborhood

7. Factors that affect marketability were not adequately and reasonably described.

8. Neighborhood boundaries were not adequately and reasonably defined.

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

10. The neighborhood boundaries are very wide and include the towns of: West Siloam Springs, Arkansas; Watts, OK; Westville, OK; and parts of Tahlequah, OK, and Stillwell OK. These areas include some commercial use, vacant land, churches, parks, etcetera, which Respondent does not report.

11. Using Respondent's neighborhood boundaries, the Board's investigator came up with the following from MLS for the prices and ages. Board investigation CMA shows properties

ranging from \$25,000 to \$900,000, with an average of \$180,930 and a median of \$130,000. The low and average/median are below what the appraiser has on the report. The age ranges in MLS show homes built between 1940 and 2020, with an average of homes built in 1990 and the median homes built in 1996.

12. There are no comments in this section that are unique to the subject property. The comments in the report could be applied to a number of properties. Comments in the appraisal report need to be unique to the subject property.

Site, Highest and Best Use (General)

13. Respondent has dimensions in the site area, but does not state where they came from. The legal description does not state the site dimensions. The work file contains a Realist printout, but Respondent needs to keep in mind that dimensions used by Realist are estimated and are not actual dimensions. This should be noted in the report that the site dimensions are estimated by Realist and the total land area is taken from Realist.

14. There is no zoning in "rural" Adair County. Realist and other data sources state RR - Rural Residential, but this is not an actual zoning classification. The box "No Zoning" should be checked.

15. Respondent reports the subject is not a working farm and produces no farm income, but doesn't say anything about properties in the area being "working" ranches with cattle and horses. Then, the Respondent reports "Farms of this size are commonly used for growth and production of marijuana." Then, in the next paragraph, the appraiser states the seller said the buyer was going to start a marijuana growing operation. However, this was not verified with the buyer. The appraiser states under the heading "Comments", "Most of the land use in this area is used for farming and/or livestock or remains vacant." Respondent's first step in the valuation process before selecting sales is to identify the highest and best use of the property. Due to the small size of the home, in all probability the highest and best use is for AG land (pasture, cattle raising, etc.). Respondent should have selected land sales and then selected house sales to see what the highest and best use of property should be.

16. The house is only 1,121 square feet and the land is 25 acres. Looking at land sales in the area - especially those with highway frontage, Board investigation found four (4) that could have been used in the appraisal report. They indicate \$4,887/acre (hwy), \$2,640/acre (hwy/but has a barn), \$5,200/acre and \$6,500/acre. Respondent should have called the lender and stated the

land value would exceed the value of the dwelling and asked if they wanted him to proceed. Typically, FHA wants the majority of the value in the house. Respondent should not have put comments in the report about the buyer's intended use of the property without verifying with the buyer.

17. Respondent should have included a summary of how the Highest and Best Use was identified.

Site, Highest and Best Use (Agricultural)

18. Grievant believes that: (a) Respondent failed to keep within the scope of his practice, in that Respondent made reference in the appraisal report that the Subject property would be used for a marijuana farm, which buyer maintains was never mentioned or discussed with anyone; and (b) Respondent based his appraisal on assumptions and bias based on Grievant's race and name.

19. Respondent denies any discrimination or bias toward the Grievant and reported meeting the buyer at the Subject property at the time of the inspection, during which Respondent states buyer advised it was their intent to grow marijuana on the Subject property.

20. The information provided within the appraisal report was to provide the highest and best use of the property, which would be a farm. A request for a dramatic change in the power access, combined with direct comments to the seller, was accepted and included within the appraisal report.

21. There should not have been any mention of marijuana in the appraisal report. Respondent did not provide a statement regarding his knowledge of what the property would be used for.

22. The barn has no value, although Respondent gave a value of \$5,000. The comparables were contradictory to such a valuation.

23. Respondent reported there were no land sales, although there were a significant number of land sales to consider.

24. Respondent's appraisal report appears to indicate ethical issues regarding the purported intended use of the Subject property as a marijuana grow operation.

25. Respondent produced a really bad appraisal report, which offered no explanation as to how he arrived at his numbers and no verified information.

Improvements

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

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

28. Respondent reports the kitchen and bathroom have been updated but does not go into detail as to the updating. On one page (Addendum), the appraiser says the property is in good condition, but then in the cost approach calls the property average.

29. The pictures of the barn indicate bare wood and wood rot. Since this is an FHA appraisal, any bare wood and/or rotting wood needs to be replaced. There appears to be "flaky" paint, which could be lead-based paint, but the appraiser does not make this a requirement. FHA mandates that any "flaky" paint on a dwelling or out-buildings would be subject to lead-based paint requirements. The house was built in 1970. The age of the barn is not known.

Cost Approach

30. The site value was not market oriented.

31. The cost estimates were not analyzed and supported.

32. Respondent did not identify and correctly analyze depreciation items (physical, functional, external).

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

34. Per instructions on the URAR 1004 form, Respondent has to have a short summary of land sales or, if the extraction method is used, support must be in the appraisal, which was not in the work file.

35. There are no land sales in the report to support the site value of \$2,600 per acre. Based on land sales attached, there does not appear to be support for this amount per acre. The land has highway frontage, which typically brings a premium, since it could at some time in the future be converted to commercial use.

36. Respondent quotes Marshall & Swift Cost Handbook. Board investigation used the on-line Marshall & Swift estimator and came up with a different total estimate cost new of the improvements only. Respondent has a depreciated cost of improvements of \$154,365. The Board investigation of the Marshall & Swift cost sheet shows a depreciated cost of improvements of \$108,968.

37. 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 Respondent mentions local builders, there should be a cost analysis from the builders. Depreciation should make sense - does the effecting age and condition of the property carry over to the cost 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.)

Sales Comparison Approach

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

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

40. Respondent reports Oklahoma is not a disclosure state and, as such, terms and conditions are not within the public domain. This is not an accurate statement. Oklahoma is a disclosure state. Disclosure has to do with the doc stamps and not with terms and conditions. MLS will sometimes state whether or not there were sales concessions.

41. The report is difficult to follow. In the Summary of Sales Comparison Approach, it is recommended the Respondent state the comparable summary is on Page 16 and the adjustment process is on Page 24 of the report.

42. Respondent reports the search parameters "did not include any sales price or value parameters". Yet in his work file, the search actually states \$200,000+ in the search parameters.

43. There is no paired sales analysis in the work file or in the report.

44. Sale No. 1 is stated in MLS to have commercial potential, since it is located on the highway near the river activities in the Tahlequah area. No mention is made in the appraisal if there should be an adjustment for this sale's location. This sale has a shop and living quarters. There is no justification for the -\$2,500 adjustment for these two items.

45. Sale No. 3 has a +\$5,000 adjustment for the subject's barn. Due to the condition of the barn (see pictures), this adjustment is not acceptable.

46. No adequate explanation was made for the adjustments in the report.

47. Comparable three has the wrong picture in the report.

Income Approach

48. Exclusion of the Income Approach was not supported. There is no comment on why Respondent did not develop the income approach. Respondent just states the income approach was not developed. Respondent should have a statement or two on why the appraiser did not deem it necessary to develop this approach.

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

Final Reconciliation

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

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

52. Respondent has comments about exposure time in two places in the report. They do not have the same exposure time. One comment says 3-6 months and one comment says 1-3 months.

53. Respondent reports on the report that the cost approach was not developed, but it was developed.

54. There is no reasoning as to why the cost approach was not relied upon nor why the income approach was not developed.

General - Revisited

55. The appraisal results were misleading.

56. It does not appear Respondent understands the appraisal process.

57. The appraisal 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.

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

59. There are several areas in the report that contradict each other (not using the cost approach, using the cost approach; discrepancy in exposure time, as noted in paragraph 43 above).

60. Respondent should delete the extra certification pages. Per instructions on the URAR form, the certification page cannot be altered or changed. The only items that can be added

are: whether or not a service has been done in the past three years, who contributed to the report, and any professional organization certification.

61. Respondent should consider putting the addenda pages in some sort of order to make the appraisal easier to read. For example, all of the sales comments and adjustments on one page. The sentences for exposure time would fit in the comment section above the cost approach. Then, it doesn't need to be anywhere else in the report.

62. Respondent reports he did not search by value - but he only searched properties valued at \$200,000 or more.

1 West 81st Street, Tulsa, OK 74132

General

63. The analysis of agreements of sale, options, or listings of subject property current as of the effective date of appraisal and sales that occurred within three years prior were not adequately summarized. Respondent did not analyze the prior sale nor the current sale. Under the analysis of prior sale or transfer history of the subject property and comparable sales, Respondent reports "N/A".

Neighborhood

64. Factors that affect marketability were not adequately and reasonably described.

65. Neighborhood boundaries were not adequately and reasonably defined.

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

67. The neighborhood boundaries are too large. The boundaries on the appraisal are more than six miles and include part of Oklahoma State University property. Using the boundaries described on the appraisal, there are approximately 124 sales. The low price is \$1,250, the high is \$725,000 and the average is \$150,108. Using the subdivision boundaries (since the Respondent reports this is a subdivision with small lots) upon investigation, 6 sales with a low price of \$121,000 and a high of \$141,500 were found. Of those 6 sales, one of the homes was built in 2005, another was built in 2003, and the others were built in the 1980s. Respondent reports that this is typically a mostly rental market with improvements in average condition. The condition of the properties is not a neighborhood description. The neighborhood should describe what amenities are nearby, possibly the school district, etcetera.

Site, Highest and Best Use

68. No comment in the appraisal report about the facility being used as a wedding venue, although Subject property has been used in this manner for at least 20 years, and is a known commercial property.

69. Respondent omitted an accounted number to reach the 9.81-acre figure.

70. The Subject property is located on a levy, in an area known to have frequent flooding events, which raises the issue as to whether or not the structure(s) could be rebuilt on the same site. However, no mention is made of this concern in the appraisal report.

71. The location and the proximity of the Subject property to the airport was not discussed in the appraisal report. Likewise, a nearby flight training center, which should have been referenced from an external standpoint, was omitted.

72. The comparables utilized in the preparation of the appraisal report did not contain similar commercial properties.

73. The appraisal report does not discuss site adjustments and appears to have pulled sales "from the air."

74. Excess land should have been determined within the 9.81-acres.

75. Zoning of the Subject property indicated a Light Industrial ("IL") district, which was not referenced in the appraisal report.

76. The appraisal report indicates the highest and best use of the Subject property as residential, with the house structure being grandfathered in.

Improvements

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

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

79. Respondent reports the kitchen was updated one to five years, bathrooms updated one to five years, but does not go into detail on the updates. According to the MLS listing sheet, the kitchen has subway tile backsplash, granite countertops and stainless-steel appliances. The MLS listing also states the subject has tray ceilings, faux-wood tile flooring, energy-efficient smart-technology Nest Thermostat, high-tech security camera system. These items do not appear to be mentioned in the appraisal nor on the grid.

Cost Approach

- 80. The site value was not developed by an appropriate appraisal method or technique.
- 81. The cost estimates were not analyzed and supported.
- 82. Respondent did not identify and correctly analyze depreciation items (physical, functional, external).
- 83. Respondent did not correctly employ recognized methods and techniques.
- 84. Respondent has a site value in the report, but there is no explanation where the site value came from. According to the URAR form, there must be support in the appraisal for the site value. If lot sales are used, then a summary of the lots sales should be included in the report. If the Allocation Method is used, it should be included in the report. The comments in the cost approach section appear to be "canned" comments that would go in any report. The report mentions both the allocation method and lot sales, but doesn't describe either one adequately. There is no book/page or date for the Marshall & Swift Cost estimate. The cost approach directions on the form state: the lender/client has to be able to replicate the cost figures.

Sales Comparison Approach

- 85. Respondent did not analyze comparable sales data and use appropriate appraisal methods and techniques that support the conclusions.
- 86. Adequate reasoning was not provided for adjustments, analysis, opinions and conclusions.
- 87. Respondent did not correctly employ recognized methods and techniques.
- 88. The report contained no heading discussing the sales selected and the reasoning for the adjustments. The appraisal states "See Addendum Pages," but does not tell on what page the discussion is found. The only discussion on the sales adjustments is found under Neighborhood Market Conditions.
- 89. There should be a heading (if necessary to go to another page) and a page number directing the reader to the correct page. The garage adjustment is 1ga2dw for Comp #1 -\$1,500 and 2ga2dw for Comp 3 -\$1,500. There is no explanation for the adjustment. There are no adjustments for the subject's extra features.

Income Approach

- 90. Respondent did not adequately collect, verify, and report comparable rental data.
- 91. Reasonable support for income, expenses, and vacancy were not provided.
- 92. Reasonable support for capitalization rate or GRM was not provided.

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

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

95. Exclusion of the Income Approach was not supported.

96. Respondent reports on Page 1 that the "market area is older style frame structures with mostly a rental market". But in the Income Approach section it states the income approach was not utilized due to being an owner-occupied market with inadequate data to establish an income stream. Stillwater is a "college" town with several rental properties.

Final Reconciliation

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

98. The applicability and suitability of the approaches used to arrive at the value conclusion was not adequately reconciled. Respondent did not develop the income approach and there is no explanation in the sales approach for the adjustments or lack of adjustments. There is no lot sales summary in the cost approach and no book/page data for the cost analysis from Marshall & Swift.

General - Revisited

99. The appraisal results were misleading.

100. It does not appear Respondent understands the appraisal process.

101. The appraisal 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.

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

103. Respondent did not analyze the current sale of the subject other than quoting the list price. The subject sold in February of 2018, which is within three years of the effective date. Respondent did not analyze the prior sale and states there are prior sales, but puts "N/A" in the area for analysis. The subject's previous sales price is listed on the grid, but no explanation.

104. There are many places in the report that has misleading or inaccurate information, thus leading to the entire report being misleading.

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. 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;
- D. The Record Keeping Rule of the Uniform Standards of Professional Appraisal Practice; and
- E. The Scope of Work Rule of the Uniform Standards of Professional Appraisal Practice.

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)(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 factfinding 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 her; 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 both his right to contest these findings in any subsequent proceedings before the Board and his right to appeal this matter to the District Court.

4. The Respondents 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 as effective 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.

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

¹ Currently, the next Board meeting is scheduled for November 4, 2022, at 9:30 a.m.

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, 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 into 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 that:

1. Respondent shall take the following corrective education:

- | | | | |
|----|-----|--|----------|
| A. | 602 | Basic Appraisal Procedures | 30 Hours |
| B. | 611 | Residential Market Analysis & HBU | 15 Hours |
| C. | 612 | Residential Site Valuation & Cost Approach | 15 Hours |
| D. | 613 | Residential Sales Comparison & Income Approach | 30 Hours |

2. 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 two hundred seventy days (270) 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. Respondent shall pay an administrative fine in the amount of one-thousand dollars (\$1,000), to be paid in five (5) monthly installments received by the Board no later than the fifth day of each month starting on January 5, 2023.

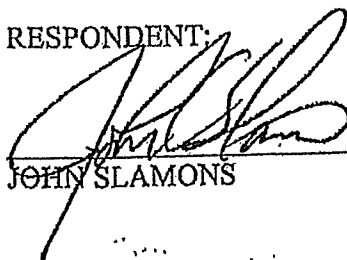
4. Respondent shall be placed on PROBATION for a period of NINETY (90) DAYS beginning immediately upon the date he timely completes the four (4) courses listed in paragraph 1 of this section. During the period of probation, Respondent shall provide an appraisal log on REA Form 3 to the administrative office of the Board no later than the fifth (5th) 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 submitted for review.

5. 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 (5) 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 through §24-A.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:

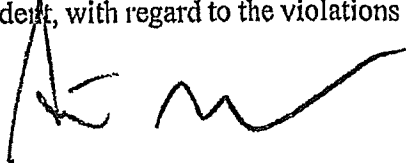


JOHN SLAMONS

DATE

CERTIFICATE OF BOARD'S 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 L. MCCALED, OBA NO. 15649
Board Prosecutor
400 NE 50th St.
Oklahoma City, OK 73105

12-9-22
DATE

IT IS SO ORDERED on this 6th day of January, 2023.

Jenelle LePoint

JENELLE LEPOINT, Board Secretary
Oklahoma Real Estate Appraiser Board

**OKLAHOMA REAL ESTATE
APPRAISER BOARD:**



By: Bryan Neal
BRYAN NEAL, OBA NO. 6590
Assistant Attorney General
Attorney for the Board
313 NE 21st St
Oklahoma City, OK 73105

CERTIFICATE OF MAILING

I, Kelly Ann Reynolds, hereby certify that on the 9th day of January, 2023, a true and correct copy of the above and foregoing Consent Order was sent via first-class U.S. Mail, certified and return-receipt requested, with proper postage prepaid thereon, to the following:

John Slamons
650 Highland Rd
Kansas, OK 74347

9214 8902 0982 7500 0506 90

and by first-class U.S. Mail to:

Bryan Neal, Assistant Attorney General
Office of the Attorney General
of the State of Oklahoma
313 NE 21st St
Oklahoma City, OK 73105

Stephen L. McCaleb, Esq.
Derryberry & Naifeh, LLP
4800 N. Lincoln Blvd
Oklahoma City, OK 73105

Kelly Ann Reynolds
KELLY ANN REYNOLDS