

6. The Report states "The Market is Stable" but it does not clearly address overall market trends.

7. Although the Subject's location and some economic attributes were provided, this Neighborhood section of the Appraisal report does not adequately analyze market conditions in terms of property values.

Site Highest and Best Use

8. The site was not adequately identified/defined and easements, restrictions, or other items of a similar nature were not adequately reported and considered.

9. An opinion of the highest and best use was not provided.

10. There is no discussion on the Appraisal as to whether or not this is an adverse site factor.

11. Highest and Best Use was not analyzed.

12. Site dimensions were not accurate. Site dimensions were incorrectly reported on the Appraisal. The Appraisal does not provide a copy of the plat map, which is readily available on-line from the Comanche County Court Clerk, through OKCountyRecords.com. According to the recorded plat of Lot 23 Block 1 Waterford, the actual site dimensions are: Front 57.625, Left side 125.135, Rear 82.78, Right Side 122.925. Calculation of these dimensions produces an approximate site area of 8,707 square feet. As a result of using the incorrect site dimensions, the calculated site area on the Appraisal of 8,229 square feet is also not accurate.

13. The site comments fail to note the 25-foot building line limit, as well as the 10-foot utility easement on the rear and south site boundaries. These are public easements, which were not reported and are obvious on the subdivision plat. According to the plat, there is also a drainage easement behind the Subject (not on the Subject). The aerial view and plat both show a concrete

drainage easement on the south boundary. A photo provided with the Appraisal shows the concrete drainage easement. The drainage easement to the rear appears to be in a flood zone. Subject is not in a flood zone.

14. There is a photo of a sump pump included with the Appraisal that is located in the garage. A sump pump in a concrete slab dwelling is highly unusual. Most sump pumps are found in basements. The fact that the Subject has a sump pump raises the question of water intrusion or flooding. The Subject does back to a drainage area that is flood zone. Why is a sump pump needed? This factor was not addressed or analyzed in the Appraisal, yet a photo of the sump pump was provided.

Improvements

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

16. The comment that states "The subject is in good condition and of average/good quality" is inconsistent with the individual Interior Materials/Condition ratings, where four out of five were rated average.

17. The Appraisal omits any discussion of physical components that have been updated or remodeled to warrant the assigned 10-year effective age.

Cost Approach

18. The site value was not developed by appropriate appraisal methods or technique.

Sales Comparison Approach

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

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

21. There is no support for the pool adjustments in the report.

Final Reconciliation

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

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

24. This Appraisal appears to have numerous sections, which were cloned from other reports and not properly proofread or amended to support this Appraisal.

25. Both sales 1 and 2, identified as listings, were actually closed settled sales before the July 9, 2021 effective date.

General Revisited

26. The Appraisal results were misleading.

27. 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.

28. Quality of construction and condition adjustments are unsupported.

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; 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)(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 her 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.

¹ Currently, the next Board meeting is scheduled for July 7, 2023 at 9:30 a.m.

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 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 her at the subsequent disciplinary hearing. Respondent will be free to defend herself and no inferences will be made from her 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:

Respondent shall take the following corrective education courses, which may be taken in person or online and Respondent will receive Credit for successful completion of the courses:

- | | | | |
|----|-----|--|----------|
| A. | 611 | Residential Market Analysis & HBU | 15 Hours |
| B. | 612 | Residential Site Valuation & Cost Approach | 15 Hours |
| C. | 600 | USPAP | 15 Hours |
| D. | 613 | Residential Sales Comparison & Income Approach | 30 Hours |

1. 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 one hundred eighty (180) 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.

2. Respondent shall pay an administrative fine in the amount of five-hundred dollars (\$500), to be paid within thirty (30) days of notification of Respondent of the Board's Order imposing the administrative fine, pursuant to 59 O.S. §858-723.

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 (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:



BOBBY DAYTON

7-6-23

DATE



RACHEL LAWRENCE MOR, OBA NO. 11400

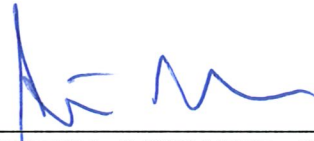
Counsel for Respondent

July 6, 2023

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

7-7-23

DATE

IT IS SO ORDERED on this 7th day of July, 2023.




JENELLE LEPOINT, Board Secretary

Oklahoma Real Estate Appraiser Board



**OKLAHOMA REAL ESTATE
APPRAISER BOARD:**

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

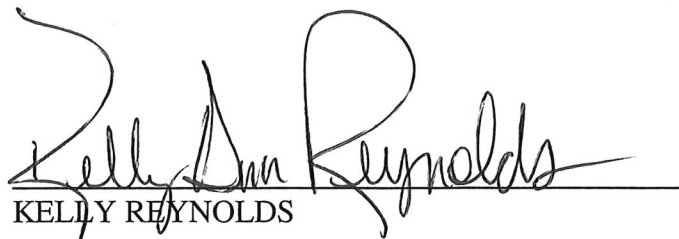
CERTIFICATE OF MAILING

I, Kelly Reynolds, hereby certify that on the 7th day of July, 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:

Rachel Lawrence Mor
Landmark Towers West, Suite 1000
3555 NW 58th Street
Oklahoma City, OK 73112

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 REYNOLDS