

Real Estate Appraiser Board
State of Oklahoma

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CONSENT ORDER

COME NOW the Oklahoma Real Estate Appraiser Board (“OREAB”), by and through the Prosecuting Attorney, Stephen McCaleb, and DAWN A. ROBINSON, (“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.

AGREED FINDINGS OF FACT

1. That Respondent DAWN ROBINSON is a state licensed appraiser in the State of Oklahoma, holding certificate number 13695SLA and was first licensed with the Oklahoma Real Estate Appraiser Board on October 9, 2020.

2. In November of 2022, Respondent was hired to complete an appraisal (the “Appraisal”) for a property located at 4201 S. Indian Meridian Road, Choctaw, OK 73020 (the “Subject”). Respondent completed the Appraisal with an effective date of November 8, 2022. The Appraisal was purportedly performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

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

General

10. The reporting option was not prominently stated.

11. The Scope of Work was not sufficiently summarized to disclose to the clients the level of work used to develop the appraisal.

12. The subject property is located in Oklahoma City, not the City of Choctaw as reported in the appraisal.

13. Subject aerial image shows a mobile home on the property, not disclosed nor analyzed.

14. The addendum reports no personal property, however the range/oven is free standing (personal).

15. The neighborhood price range reported \$456K to \$740K, however, MLS stats show \$89K to \$595K within a 1 mile radius.

16. The subject parcel fronts main thoroughfare, which was not properly disclosed and analyzed.

17. The discrepancy between the blueprints and Appraiser measurements was not disclosed or explained. Blueprints show 3,183 sf, however, the appraisal shows 3,472 sf gross living area. Assessor shows 3,090 sf.

18. The subject parcel is zoned AA per Oklahoma City Zoning, not Rural Residential as reported in the appraisal.

19. Subject has 2 car garage. Appraisal reports adjustments were based on paired Sales, however, no 2 car garage Sales were utilized for bracketing/pairing. Board investigation found a nearby Sale with 2 car garage 3 miles North.

20. The appraisal lacks appropriate support for the lack of location adjustments. No Comparative Market Analysis analyses was reported nor found.

21. All utilized Sales are located in Homeowner Associations with HOA dues, not disclosed or analyzed.

22. Sales 1, 4, and Listing 5 are in different School Districts, not disclosed or analyzed.

23. Sale 3 and Listing 6 are located in Oklahoma City, not Choctaw as reported in appraisal.

24. The site adjustments were not supported, and they appear understated. Board investigation found the following MLS land sales which roughly indicate a value range of \$14,615 to \$18,055 per acre: Subject is 10.11 acres.

MLS 974001 SE 59th	\$190,000	13 acres	(\$14,615 per acre)	1.5mi SE
MLS 959369 5612 Winding Crk	\$86,500	5.27acres	(\$16,413 per acre)	1.5mi SE
MLS 968108 7501 S Triple X	\$195,000	10.8 acres	(\$18,055 per acre)	2.25mi SE
MLS 1000013 S Triple X	\$90,000	5.01 acres	(\$17,964 per acre)	2.25mi SE

25. The appraisal addendum reports \$91 per ft Gross Living Area adjustment was applied, however, the actual adjustments ranged from \$15.66 per foot to \$60.38 per foot, the broad range of which was not explained. Note that none of the Gross Living Area adjustments utilized in the appraisal are consistent with the Subject's \$133.19 per foot base Cost (they appear understated). The GLA adjustments are not properly supported.

Sale 1 and Listing 5 adjusted at \$15.66 per foot.

Sale 2 adjusted at \$32.47 per foot

Sale 3 adjusted at \$53.30 per foot

Sale 4 adjusted at \$60.38 per foot

Listing 6 adjusted at \$58.86 per foot

26. Proximate MLS Sale(s) with acreage were available though not utilized:

MLS 1029534 3716 S. Peebly Rd (2 miles), 5.01ac 2788sf \$585,000 October 2022.

27. Page 3 of 6 comments indicate the Cost Approach was not appropriate, however, the Cost Approach was in fact developed, not explained.

28. The subject site value in the Cost Approach appears understated or unsupported.

29. The subject's basement/shelter was not properly depreciated for Functional Obsolescence. Cost Approach shows value of \$5,697, however, appraisal only assigns \$2,500 value in the Sales Comparison Analysis.

Site/Highest and Best Use

30. Has the site been adequately identified/defined. NO

a). The city location reported in the appraisal is Choctaw, however, the Subject is in Oklahoma City.

31. Has the zoning been adequately and accurately reported? NO

a). Subject parcel is zoned AA per Oklahoma City Zoning, not Rural Residential as reported in the appraisal.

32. Have any easements, restrictions or other items of a similar nature been adequately reported and considered? NO

a). Subject's site view (fronts to main thoroughfare) not adequately disclosed or analyzed.

Description of Improvements

33. Have relevant characteristics of improvements and any effect they have on value been adequately described? NO

a). Subject aerial image shows a mobile home on the property, not disclosed or analyzed.

b). Discrepancy between the blue prints and Appraiser measurements not disclosed or explained. Blue prints show 3183sf, however, the appraisal shows 3472sf gross living area. Assessor shows 3090sf.

34. Has any personal property, trade fixtures or intangible items that are not real property, but included in the appraisal been adequately described and considered in the valuation process?

NO

a). Addendum reports no personal property, however the range/oven is free standing (personal).

Cost Approach

35. Is the site value market oriented? NO

a). The appraisal report indicates Subject's 10.11 acre site value to be \$75,000 (\$7493 per acre), the same amount it sold for in May of 2019. The appraisal should have contained current land value analyses.

Board investigation found the following MLS land sales which roughly indicate a value range of \$14,615 to \$18,055 per acre:

MLS 974001 SE 59th	\$190,000	13ac	(\$14,615 per acre)	1.5mi SE
MLS 959369 5612 Winding Crk	\$86,500	5.27ac	(\$16,413 per acre)	1.5mi SE
MLS 968108 7501 S Triple X	\$195,000	10.8ac	(\$18,055 per acre)	2.25mi SE
MLS 1000013 S Triple X	\$90,000	5.01ac	(\$17,964 per acre)	2.25mi SE

36. Has the appraiser identified and correctly analyzed depreciation items (physical, functional, external)? NO

a). Subject's basement/shelter was not properly depreciated for Functional Obsolescence. Cost Approach shows value of \$5,697, however, appraisal only assigns \$2,500 value in the Sales Comparison Analysis.

37. Has the appraiser correctly employed recognized methods and techniques? NO

Sales Comparison Approach

38. Has the appraiser selected and identified sales similar to and from the same or similar market area to the subject's market area? NO

a). All utilized Sales are located in Home Owner Associations with HOA dues, not disclosed or analyzed.

b). Sales 1, 4 and Listing 5 are in different School Districts than Subject, which was not disclosed or analyzed.

c). Sale 3 and Listing 6 are located in Oklahoma City, not Choctaw as reported in appraisal.

d). Subject has 2 car garage, however, no 2 car garage Sales were utilized in the appraisal. Board investigation found a nearby Sale with a 2 car garage 3 miles North.

e). Although the 6 Comparables utilized in the appraisal report are acceptable, there were proximate MLS Sale(s) available though not utilized. The following is one example:

MLS 1029534 3716 S. Peebly Rd (2 miles), 5.01ac, 2,788 sf, \$585,000, October 2022.

39. Is adequate reasoning provided for adjustments, analysis, opinions and conclusions?
NO

a). Subject parcel fronts main thoroughfare, not properly disclosed and analyzed. Although Sale 4 has similar main street influence as the Subject, this was neither disclosed or properly analyzed.

b). Sales 1, 4 and Listing 5 are in different School Districts than Subject, not disclosed nor analyzed.

c). The appraisal report indicates Subject's 10.11 acre site value to be \$75,000 (\$7,493 per acre), the same amount it sold for in May of 2019. The appraisal should have contained current land value analyses.

Board investigation found the following MLS land sales which roughly indicate a value range of \$14,615 to \$18,055 per acre:

MLS 974001 SE 59th	\$190,000	13ac	(\$14,615 per acre)	1.5mi SE
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MLS 1000013 S Triple X	\$90,000	5.01ac	(\$17,964 per acre)	2.25mi SE

d). The appraisal addendum reports \$91 per ft Gross Living Area adjustment was applied, however, the actual adjustments ranged from \$15.66 per foot to \$60.38 per foot, the broad range of which was not explained. The GLA adjustments are not properly supported.

Sale 1 and Listing 5 adjusted at \$15.66 per foot.

Sale 2 adjusted at \$32.47 per foot

Sale 3 adjusted at \$53.3 per foot

Sale 4 adjusted at \$60.38 per foot

Listing 6 adjusted at \$58.86 per foot

40. Has the appraiser correctly employed recognized methods and techniques? NO

Income Approach

41. Exclusion of the income approach was not supported. Most homes being owner-occupied is not a good reason to not use the income approach.

AGREED CONCLUSIONS OF LAW

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

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

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

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

D) Standard 1, Standards Rules 1-1, 1-2, 1-3, 1-4, 1-6, and Standards Rules 2-1, 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 signatures hereto, acknowledges:

1. The Respondent has been advised to seek the advice of counsel prior to signing this document.

2. That Respondent possess 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 her; and
- f) The right to obtain judicial review of the final decision of the Board.

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

4. The Respondent consents to the entry of this Order affecting her 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 her 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. 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 parties, facsimile and visual digital reproductions of original signatures shall be as effective as if they were the originals.

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

10. 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.

11. 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.

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

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

13. 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.

14. 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.

15. 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. 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 for the Respondent:

1. Respondent shall take the following corrective education:
 - a) 612 - Residential Appraiser Site Valuation and Cost Approach - 15 Hours (with credit);
 - b) The Appraisal Foundation's: Missing Explanations – 4 hours.
 - c) The Appraisal Foundation's: Sales Comparison Approach Reconciliation – 4 hours.

2. Respondent agrees she 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 ninety (90) 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. Respondent shall receive credit for the completed courses, as identified in ¶1 (a).

3. Respondent shall pay an administrative fine in the amount of two hundred fifty dollars (\$250), 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.

4. Failure to comply with the preceding paragraphs in a timely manner will result in an instant suspension of Respondent's licenses. 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:



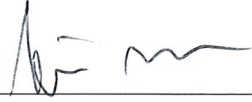
DAWN A. ROBINSON



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.

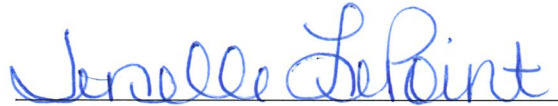


STEPHEN L. MCCALED, OBA NO. 15649
ODOM & SPARKS, PLLC
Suite 140
HiPoint Office Building
2500 McGee Drive
Norman, OK 73072

12-1-23

DATE

IT IS SO ORDERED on this 1st day of December, 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 Ann Reynolds, hereby certify that on the 1st day of December, 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:

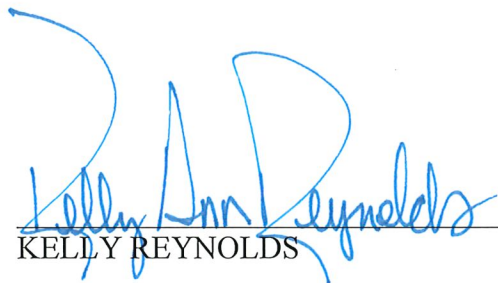
Dawn A. Robinson
4012 Grange Hill Way
Norman, OK 73072

9214 8902 0982 7500 0586 10

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.
ODOM & SPARKS, PLLC
Suite 140
HiPoint Office Building
2500 McGee Drive
Norman, OK 73072



KELLY REYNOLDS