



62.22x120x63.04x120. The total lot size is seven thousand five hundred sixteen (7,516) square feet (more or less).

4. The plat also shows the subject backs to a fifty (50) foot common area. The subject also has a sixty (60) foot pipeline easement across the rear of the lot. The subject sides to a large vacant tract currently zoned R-2, medium-low density residential. Future development could affect marketability. This pertinent information was not disclosed in the appraisal report.

#### **IMPROVEMENTS SECTION**

5. Respondent estimates the effective age of the subject to be three (3) years with an actual age of six (6) years. The Respondent reports that bathroom and kitchen have been updated one (1) to five (5) years ago, but provides no description of the updates. Respondent reports no support for his effective age.

#### **SALES COMPAPRISON APPROACH**

6. The subject is an existing, six (6) year old home.

7. Respondent reports that both comparables two (2) and three (3) have an actual age of two (2) years. This is incorrect. Comparables two (2) and three (3) are new homes, never occupied, and sold by the builder. They were one year old at the time of sale, not two years old. They are considered new homes if they have never been occupied and are sold by the builder. Reporting these sales in the way Respondent did is misleading. Further, Respondent reports that these comparables are in C3 condition, which is not consistent with the condition definition of a new home.

8. The median sale price per square foot over the twelve months preceding the appraisal for new construction was One Hundred Six Dollars and 07/100 (\$106.07). The median

price for existing homes was Ninety-Two dollars and 99/100 (\$92.99) per square foot. The new homes Respondent chose for comparables are not acceptable comparables.

9. Respondent makes a positive Two Thousand Dollar (\$2,000) adjustment for comparable one (1) and a positive One Thousand Dollar (\$1,000) on comparable two. These adjustments are unsupported site adjustments without explanation.

10. Respondent makes a positive One Hundred Dollar (\$100) age adjustment to comparable one (1); a negative Four Hundred Dollar (\$400) age adjustment to comparable two (2); and a negative Four Hundred Dollar (\$400) adjustment to comparable three (3). These age adjustments are not supported and Respondent provides no explanation.

11. The median sale price per square foot for exiting construction in the subject neighborhood is Ninety Two Dollars and 99/100 (\$92.99). All comps used are larger than the subject and were adjusted at Eighteen Dollars (\$18) per square foot. The adjustments are not reasonable nor did Respondent provide an explanation to support these adjustments.

12. The adjustments used in the sale comparison approach were not developed using market based analysis and are not reasonable nor supportable.

#### **THE COST APPROACH**

13. Respondent's Cost Approach as developed is not supportable. Respondent used the county assessor records to determine site value, and this is not an acceptable valuation method.

14. Respondent also reported that no similar vacant land sales from the previous twelve (12) months. However, there were twelve (12) lot sales in the Marbleleaf (subject) neighborhood in the year preceding the effective date of the appraisal.

15. The use of Marshall and Swift led to an inflated value indication. Original Comps two (2) and three (3) in the report are new construction. The extraction method shows the cost new per square foot for Comparable two (2) as One-Hundred Thirty Thousand Ninety-Four Dollars (\$130,194), less site cost of Twenty-Five Thousand Five Hundred Dollars (\$25,500), resulting in a total estimate of cost new as One Hundred Four Thousand Six Hundred Ninety Four Dollars (\$104,694). This would result in a value of Eighty Two Dollars and 70/100 (\$82.70) per square foot. The extraction method shows the cost new per square foot for Comparable three (3) as One Hundred Forty Eight Thousand Five Hundred Dollars (\$148,500), less site cost of Twenty-Five Thousand Five Hundred Dollars (\$25,500), resulting in a total estimate of cost new as One Hundred Twenty Three Thousand Dollars (\$123,000). This would result in a value of Eighty Five Dollars and 42/100 (\$85.42) per square foot.

16. The estimated cost new per square foot for the subject as shown is \$105.47. This is not supportable nor reasonable.

17. There were twelve (12) lot sales in the Marbleleaf (subject) neighborhood in the year preceding the effective date of the appraisal. The sales ranged from Twenty-Four Thousand dollars (\$24,000) to Twenty-Six Thousand Dollars (\$26,000) with a median sale price of Twenty-Five Thousand Dollars (\$25,000). The site value opinion of Thirty-Two Thousand Four Hundred Dollars (\$32,400) is not reasonable nor supported.

#### **AGREED CONCLUSIONS OF LAW**

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

A) The Ethics Rule and the Conduct Section of the Uniform Standards of Professional Appraisal Practice Ethics Rule;

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

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

D) Standard 1, Standards Rules 1-1, 1-2, 1-3, 1-4, and 1-6; Standard 2, Standards Rules 2-1, and 2-2 of the Uniform Standards of Professional Appraisal Practice. These include the sub sections of the referenced rules.

2. That Respondent has violated 59 O.S. § 858-723(C)(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)(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, and

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 him 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.

#### ORDER

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

1. Respondent successfully completes corrective education, no later than October 29, 2015, as follows:
  - i. THIRTY (30) HOURS – 613: Residential Sales Comparison & Income Approaches: 1509. Course can be taken online.
2. Respondent is placed on probation for a period of three (3) months from the date this consent order is approved by the Board. 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 working day of each month, starting with

May 5, 2015, detailing his appraisal activity during the preceding month. The Board may select and require samples of work product from these appraisal logs be sent for review; and

**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.

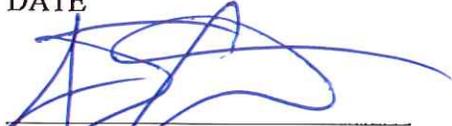
**FUTURE VIOLATIONS**

In the event the Respondent fails to comply with any of the terms and conditions of this Consent Order, Respondent will be ordered to show cause for his failure to comply which could result in additional penalties.

RESPONDENT:

  
THOMAS R. QUINLIN

April 9, 2015  
DATE

  
SETH COLDIRON,  
Counsel for Respondent

April 9, 2015  
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.

*[Handwritten signature]*

STEPHEN MCCALED, OBA #15649  
Board Prosectuor  
3625 NW 56<sup>th</sup> Street, Suite 100  
Oklahoma City, Oklahoma 73112

*4-9-15*

DATE

IT IS SO ORDERED on this *29<sup>th</sup>* day of *April*, 2015.



*[Handwritten signature: Eric M. Schoen]*

ERIC SCHOEN, Board Secretary  
Oklahoma Real Estate Appraiser Board

**OKLAHOMA REAL ESTATE  
APPRAISER BOARD**

By:

*[Handwritten signature: Bryan Neal]*

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, Ashley Snider, hereby certify that on the 29<sup>th</sup> day of April, 2015 a true and correct copy of the above and foregoing Consent Order for Respondent Thomas R. Quinlin was placed in the U.S. Mail, with postage pre-paid, by certified mail, return receipt requested to:

**Thomas R. Quinlin**  
PO Box 4023  
Edmond, Oklahoma 73034

7014 2120 0003 4178 2824

**Stephen L. Olson**  
**Seth D. Coldiron**  
PIERCE COUCH HENDRICKSON  
BAYSINGER & GREEN, LLP  
PO Box 26350  
Oklahoma City, Oklahoma 73126

7014 2120 0003 4178 2831

and that copies were forwarded by first class mail to the following:

**Bryan Neal, Assistant Attorney General**  
OFFICE OF THE ATTORNEY GENERAL  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105

**Stephen L. McCaleb**  
DERRYBERRY & NAIFEH  
4800 N. Lincoln Boulevard  
Oklahoma City, OK 73105

  
\_\_\_\_\_  
**ASHLEY SNIDER**