BEFORE THE REAL ESTATE APPRAISER BOARD
STATE OF OKLAHOMA

In the Matter of RODNEY WILSON	)	
	)	Complaint #11-014
Respondent.	)	

CONSENT ORDER FOR RESPONDENT RODNEY S. WILSON

COMES NOW the Oklahoma Real Estate Appraiser Board ("OREAB"), by and through the Prosecuting Attorney, Stephen McCaleb, and Respondent RODNEY S. WILSON, by and through his attorney, Kim Ellis Ritchie, 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

For the purposes of entry of this Consent Order, the following facts are hereby stipulated to by the parties and adopted by the Board:

1. The property appraised in this mater is located at 1715 East Highway 3, Atoka, Oklahoma; part of Section 29, Township 03S, Range 14E, Atoka County, Oklahoma (the "subject").

2. Respondent was hired to develop an opinion of fair market value of the property taken and diminution in the fair market value of the remaining property not taken relative the condemnation case of *Oklahoma Department of Transportation (ODOT) v. Arnold* in Atoka County Case number CJ-2008-302. Respondent performed the appraisal under engagement by the land owner.

3. Respondent committed a series of errors in developing, preparing and communicating the appraisal which led to a misleading report.

4. On page eight of his report, Respondent wrote that all data used was confirmed. Respondent was deposed on or about November 19, 2009 (after the report was completed). In said deposition, Respondent testified that the report was not complete, the data was not verified, and he had not seen any of the comparables that he used. Respondent appeared at the deposition pursuant to subpoena. He failed to identify in his report that it was not complete.

5. Page 16 of the report is titled "Description of Improvements." His description is very limited and could be for almost any residential structure—shows functional average and condition average with no discussion except the year built was 1966 and was built on in 1970. He fails to report what was built on. The sketch shows that the built on may be a converted garage. If this is accurate, typically there is functional utility. The amenities are not discussed at all.

6. On page 20 of the report, Respondent reports that the subject has a fair amount of remaining economic life due to recent remodel and maintenance, but fails to report what was remodeled and how this effected the remaining economic life.

7. Respondent's report, on page 21, states that Marshall-Swift was used to develop the Cost Approach. However, in his deposition, Respondent testified that he did not use Marshall & Swift and even further testified that "I personally am not a big believer in Marshall & Swift." Further, Respondent's report is confusing as to whether or not he used Marshall & Swift or local building costs in determining his value in the cost approach.

8. Respondent does not describe his adjustments; he, without analysis or explanation, states the value is 2,500 per acre for the 22.05 acres, or $55,000 in total.

9. Respondent's sales comparison approach was found on pages 33-38. The data is limited to size, car storage, land/size value, and year built. There is no discussion of the location of the comparables and did not include a location map.

10. On page 37 of his report, the Reconciliation of the Sales Comparison approach, Respondent discusses various adjustments and writes that he either adjusted the sales Upward or Downward, however no amounts are shown. The report is confusing as to whether or not any adjustments were made.

11. Respondent's report is confusing as to his analysis in that, on page 45, he shows some Oklahoma Department of Transportation ("ODOT") job numbers and shows some percentage rates for setback with a conclusion of 69% damage to improvements due to right of way proximity. Then, on page 47, he writers about additional effects of the remainder and concludes 100% damage less 5000.00 salvage to the improvements.

12. Attached to Respondent's report is a "Study of Damages" dated November 14, 2010, which also discusses some ODOT setback studies. He has a pair of properties on page 6-16 and concludes that these indicate damages to the subject of 67%. On page 17-22 he shows two more improved properties without any conclusion shown, then shows some vacant land sales on pages 23-24, then on page 26 shows a 53% damage due to setback from two more sales. Overall, the damages he shows are 69%, 67% and 53%, however, in his report, he still indicates 100% damage to the improvements, less salvage, and failed to explain his analysis in this determination.

13. Respondent reports in his appraisal that he inspected the exterior of the three (3) comparables he chose, however, in his deposition he testified that he had not looked at the comparable sales.

AGREED CONCLUSIONS OF LAW

The Board and Respondent consent to the following Agreed Conclusions of Law in settlement of this matter:

1. The Board has jurisdiction over this matter and Respondent pursuant to 59 O.S. §§ 858-702, 858-706 and 858-723.

2. Any Stipulation of Fact which is properly a Conclusion of Law is incorporated herein by reference and vice versa.

3. Pursuant to 59 O.S. § 858-723(A), the Board has the authority to reprimand, suspend or revoke any certificate or otherwise discipline any certificate holder for any of the grounds set forth in Section 858-723 of the Oklahoma Certified Real Estate Appraisers Act.

4. That Respondent's conduct as alleged above is in violation of the following:

Respondent has violated 59 O.S. § 858-723(C)(6) through 59 O.S. §858- 726, in that Respondents 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, 1-4, 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.

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."

6. 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."

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 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

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 is solely responsible for any of the costs associated with the completion of the above-referenced conditions.

8. Respondent understands and agrees that should any future instances be brought to the attention of the Board in which Respondent has violated the Act, the Board reserves the right to prosecute such violations and to consider this Consent Order as a factor in the determination of any sanctions and penalties, if any, should the Board determine any violation has occurred.

9. Failure to comply with any of the terms of this Consent Order may result in further disciplinary action against Respondent, including, but not limited to, the suspension or revocation of Respondent's license and/or the imposition or extension of a supervisory or probationary period.

ORDER

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

1. Respondent pay an administrative fine in the amount of Two Thousand Dollars ($2,000). Said fine is pursuant to 59 O.S. §858-723 and shall be paid in accordance with said section.

2. Respondent shall take the appraiser course 600 NATIONAL USPAP COURSE: 1312, a 15 hour course, approved by the Board, which must be successfully completed within SIX (6) months of the entry of this Consent Order. Respondent shall file with the OREAB the course completion certificate by the six (6) month deadline. Said course hours will not be eligible to be credited for Respondent's statutory continuing education requirements; and

3.Respondent agrees that he will not perform an appraisal involving a property subject to an eminent domain/condemnation proceeding, unless, prior to such engagement, Respondent receives formal approval, upon application, from the OREAB that he has received adequate training for such engagement. This shall include, at a minimum, completing the Appraisal Institute 22 hour course (with a 1 hour examination that must be passed successfully) *Condemnation Appraising: Principles & Applications*.

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 suspended immediately until said terms and conditions are met.

ACCEPTANCE BY THE BOARD

1. This Consent Order will not be submitted for Board consideration until it has been agreed to and executed by Respondent. The Consent Order shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

2. It is hereby agreed between the parties that this Consent Order shall be presented to the Board with a recommendation of approval from the Board at the next scheduled meeting of the Board.

3. Respondent understands that the Board is free to accept or reject this Consent Order and, if rejected by the Board, a formal disciplinary hearing on the complaint against Respondent may be conducted.

4. If the Consent Order is not accepted by the Board, it shall be regarded as null and void. Admissions by Respondent in the 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.

VOLUNTARY WAIVER OF RIGHTS

Respondent is fully aware of his rights to contest the charges pending against him. These rights include: representation by an attorney at his own expense; the right to a public hearing on any charges or allegations filed; the right to confront and cross-examine witnesses called to testify against him; the right to present evidence on his own behalf; the right to compulsory

process to secure attendance of such witnesses; the right to testify on his own behalf; the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the complaint and the right to obtain judicial review of the Board's decision. Respondent in exchange for the Board's acceptance of this Consent Order voluntarily waives all of these rights.

COMPLETE AGREEMENT

This Consent Order embodies the entire agreement between the Board and Respondent. It may not be altered and modified without the express consent of the parties.

RESPONDENT:

RODNEY S. WILSON

7-15-2013
DATE

KIM ELLIS RITCHIE
Attorney for Rodney Wilson

7/16/13
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 MCCALEB, OBA #15649
Board Prosecutor
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112

8-7-13
DATE

IT IS SO ORDERED on this 7th day of August, 2013.

Eric M. Schoen
ERIC SCHOEN, 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 21st Street
Oklahoma City, Oklahoma 73105

CERTIFICATE OF MAILING

I, Rebecca Keesee, hereby certify that on the 15th day of August, 2013 a true and correct copy of the above and foregoing Consent Order for Respondent Rodney S. Wilson was served by U.S. Mail, postage pre-paid, by certified mail, return receipt requested to:

K. Ellis Ritchie **7012 2210 0000 8959 6459**
RITCHIE-ROBERTS LAW FIRM
P.O. Box 246
Pryor, OK 74362

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

Rodney Wilson
P.O. Box 2551
Claremore, OK 74018

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

Bryan Neal, Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
313 N.E. 21st Street
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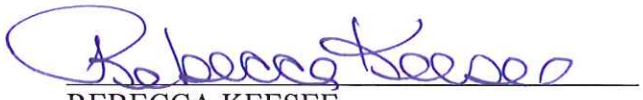

REBECCA KEESEE