

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE APPRAISERS COMMISSION
AND
BRADLEY A. ELDRIDGE

Bradley A. Eldridge (“Eldridge”) and the Missouri Real Estate Appraisers Commission (“MREAC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Eldridge’s certification as a state-certified general real estate appraiser, no. 2001020709, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREAC under § 621.110, RSMo Cum. Supp. 2009. The MREAC and Eldridge jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Eldridge acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission;

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

the right to a disciplinary hearing before the MREAC at which time Eldridge may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREAC.

Being aware of these rights provided to him by law, Eldridge knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Eldridge acknowledges that he has received a copy of documents that were the basis upon which the MREAC determined there was cause for discipline, along with citations to law and/or regulations the MREAC believes were violated. Eldridge stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Eldridge's certification as a state-certified general real estate appraiser, certificate no. 2001020709, is subject to disciplinary action by the MREAC in accordance with the relevant provisions of Chapter 621, RSMo Cum. Supp. 2009, and Chapter 339, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREAC and Eldridge in Part II herein is based only on the agreement set out in Part I herein. Eldridge understands that the MREAC may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the MREAC or may be discovered.

I.
Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREAC and Eldridge herein jointly stipulate to the following:

1. Bradley A. Eldridge is certified as a state-certified general real estate appraiser, license no. 2001020709. Eldridge's license was at all times herein current and active until July 20, 2010, when Eldridge placed his license on an inactive status.
2. On October 5, 2009, Eldridge signed a Consent Order with the Kansas Real Estate Appraisal Board stipulating that his Kansas General Certification shall be suspended for two years followed by one year probation. The Consent Order with the Kansas Real Estate Appraisal Board is attached hereto as Exhibit 1.
3. The allegations contained in the attached consent order are grounds for which revocation or suspension is authorized in this state.
4. The Kansas Consent Order itself provides cause to discipline Eldridge's certification pursuant to § 339.532.2(18), RSMo Cum. Supp. 2009, which states:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any state-certified real estate appraiser, state-licensed real estate appraiser, or any person who has failed to renew or has surrendered his or her certificate or license for any one or any combination of the following causes:

...

(18) Disciplinary action against the holder of a license, certificate or other right to practice any profession

regulated pursuant to sections 339.500 to 339.549, imposed by another state, territory, federal agency or country upon grounds for which revocation or suspension is authorized in this state[.]

II.
Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREAC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

1. **Eldridge's certification is suspended, followed by a period of probation.**

Eldridge's certification as a state-certified general real estate appraiser is hereby SUSPENDED until October 20, 2011, and shall immediately thereafter be placed on PROBATION for a period of ONE (1) YEAR until October 20, 2012. The periods of suspension and probation shall constitute the "disciplinary period." During the period of suspension, Eldridge shall not be entitled to practice as a state-certified general real estate appraiser pursuant to §§ 339.500 through 339,549, RSMo. During the period of probation, Eldridge shall be entitled to practice as a state-certified general real estate appraiser under §§ 339.500 through 339.549, RSMo, provided Eldridge adheres to all the terms of this Settlement Agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Eldridge shall submit written reports to the MREAC by no later than December 1 and June 1, during each year of the disciplinary period stating truthfully whether there has been compliance with all terms and conditions of this Settlement Agreement. The first written report shall be submitted on or before June 1, 2011. The final written report shall be submitted to the MREAC 90 days prior to the end of the disciplinary period. Each written report shall be submitted no earlier than 30 days prior to the respective due date. Eldridge is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Eldridge shall maintain a log of all appraisal assignments as required by 20 CSR 2245-2.050, including those on which he provides assistance to a licensed or certified appraiser. A true and accurate copy of the log shall be submitted to the MREAC by no later than December 1 and June 1 during each year of the disciplinary period. The first log shall be submitted on or before June 1, 2011. The last log shall be submitted to the MREAC 90 days prior to the end of the disciplinary period. Each log submitted shall be current to at least 30 days prior to the respective due date. Eldridge is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Eldridge shall submit copies of his work samples for MREAC review.

C. That for the twelve (12) months following completion of his suspension, if Eldridge chooses to engage in appraisal work that requires licensure under §§ 339.500 through 339.549, RSMo, then Eldridge may only do so under the supervision of a certified general appraiser. The supervising appraiser must be approved by the MREAC. At the end of the twelve (12) months, and regardless of whether Eldridge has engaged in licensed appraisal work during the twelve month period of supervision, Eldridge's appraisal license shall be fully reinstated so long as Eldridge is otherwise in full compliance with all terms and conditions of this Settlement Agreement.

D. During the period of suspension, Eldridge shall not sign appraisal reports in any capacity. During the period of probation, Eldridge shall not sign appraisal reports as a supervising appraiser.

E. During the disciplinary period, Eldridge shall not serve as a supervising appraiser to trainee real estate appraisers under 20 CSR 2245-3.005. Within ten days of the effective date of this Settlement Agreement, Eldridge shall advise each trainee real estate appraiser working under him that the supervisory relationship is terminated and comply with all other requirements of 20 CSR 2245-3.005 regarding the termination of the supervisory relationship.

F. During the disciplinary period, Eldridge shall keep the MREAC apprised at all times in writing of his current work and home addresses and

telephone numbers at each place of residence and employment. Eldridge shall notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.

G. Eldridge shall timely renew his certification and timely pay all fees required for certification renewal and comply with all other MREAC requirements necessary to maintain his certification in a current and active or inactive state.

H. During the disciplinary period, Eldridge shall comply with all provisions of §§ 339.500 through 339.549, RSMo, all rules and regulations promulgated thereunder, and all federal and state laws. "State" includes the state of Missouri and all other states and territories of the United States. Any cause to discipline Eldridge's certification as a real estate appraiser under § 339.532.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

I. Eldridge shall accept and comply with reasonable unannounced visits from the MREAC's duly authorized agents to monitor compliance with the terms and conditions stated herein.

J. Eldridge shall appear before the MREAC or its representative for a personal interview upon the MREAC's written request.

K. If, at any time within the disciplinary period, Eldridge ceases to be currently certified under the provisions of §§ 339.500 through 339.549, RSMo, or

fails to keep the MREAC advised of all current places of residence and business, uncertified status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

3. Upon the expiration of the disciplinary period (October 20, 2012), the certification of Eldridge shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREAC determines that Eldridge has violated any term or condition of this Settlement Agreement, the MREAC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Eldridge's certification.

4. No additional discipline shall be imposed by the MREAC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREAC as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the MREAC or restrict the remedies available to it concerning any future violations by Eldridge of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the MREAC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREAC or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREAC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Eldridge agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

10. The parties to this Settlement Agreement understand that the MREAC will maintain this Settlement Agreement as an open record of the MREAC as required by Chapters 339, 610, and 324, RSMo, as amended.

11. Eldridge, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREAC, its respective members, employees, agents and attorneys including former

members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

12. Eldridge understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Eldridge's certification. If Eldridge desires the Administrative Hearing Commission to review this Settlement Agreement, Eldridge may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

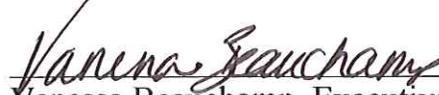
13. If Eldridge requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that

the Settlement Agreement sets forth cause for disciplining Eldridge's certification. If Eldridge does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREAC.

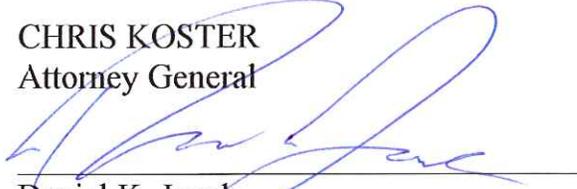
LICENSEE

MISSOURI REAL ESTATE
APPRIASERS COMMISSION


Bradley A. Eldridge Date: 7/6/11


Vanessa Beauchamp, Executive Director
Date: 7-13-11

CHRIS KOSTER
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Attorneys for the MREAC

BEFORE THE KANSAS REAL ESTATE APPRAISAL BOARD
1100 S.W. Wanamaker Road, Suite 104
Topeka, Kansas 66604

000847 OCT 26 8

In The Matter

of

Bradley A. Eldridge
Certified General Real Property Appraiser
Certificate No. G-1680

Complaint No. 601 & 603

CONSENT ORDER

The Kansas Real Estate Appraisal Board, having information that Bradley A. Eldridge, a Certified General Real Property Appraiser, may have, by act or omission, violated the Kansas Real Estate Appraisers Act and the Uniform Standards of Professional Appraisal Practice (USPAP), deems it in the public interest to dispose of this matter by agreement and on a voluntary basis.

This Consent Order is, therefore, entered into this 20th day of OCTOBER, 2009, by and between the Kansas Real Estate Appraisal Board (the Board) and Bradley A. Eldridge (Eldridge).

The Board has proposed, and Eldridge admits, that the following finding of fact and conclusions of law are correct and accepts the terms and conditions contained herein.

FINDING OF FACTS

1. Eldridge appraised the Kansas property(s) commonly known as: NWQ & NEQ of K-18 Hwy and Walnut Street, Ogden, Kansas.
2. A complaint was filed with the Board alleging that appraisal prepared with regard to the subject real estate failed to meet USPAP standards.
3. A Standard 3 desk review was subsequently performed and a written report, dated November 24, 2008, was generated (hereinafter Appraisal Review). A true and correct copy of the Appraisal Review, with attachments, is attached hereto and incorporated by reference.
4. The reviewing appraiser identified the following alleged violations of USPAP in the Appraisal Review:
 - a. Eldridge violated Standards Rule (SR) 2-2(x) and 1-2(f) & (g) in that all assumptions, hypothetical conditions, and limiting conditions were not reported or appropriate.
 - b. Eldridge violated SR 2-1(b) in that he failed to provide sufficient information in the appraisal report to enable the intended user to understand the report properly.

- c. Eldridge violated SR 2-1(c) in that he failed to accurately disclose the extraordinary assumptions, hypothetical conditions or limiting conditions of the report, or to disclose the impact on value of the extraordinary assumptions, hypothetical conditions or limiting conditions of the report.
- d. Eldridge violated SR 1-1 (a) in that he failed to correctly employ recognized methods and techniques necessary to produce a credible appraisal.
- e. Eldridge violated SR 1-1(b) in that he committed a substantial error of omission or commission that significantly affected the appraisal report.
- f. Eldridge violated SR 1-1(c) in that he rendered appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the result of the appraisal, in the aggregate affect the credibility of the appraisal report.
- g. Eldridge violated SR1-4(a) in that he failed to sufficiently analyze the sales comparison approach contained in the appraisal report.
- h. Eldridge violated SR 1-4(b)(ii) in that he failed to adequately develop and support the cost approach valuation contained in the appraisal report.
- i. Eldridge violated SR 1-4(c)(i) in that he failed to analyze appropriate rental data and/or reasonably estimate potential gross income in developing the income approach valuation in the appraisal report.
- j. Eldridge violated SR 1-4(c)(ii) in that he failed to adequately analyze operating expenses in developing the income approach valuation in the appraisal report.
- k. Eldridge violated SR 1-4-(c)(iii) in that he failed to utilize an appropriate capitalization rate or discount rate within the income approach valuation in the appraisal report.
- l. Eldridge violated SR 1-4(c)(iv) in that he failed to base future income and expenses of the subject property on reasonably clear and appropriate evidence.
- m. Eldridge violated SR 1-4(e) in that he did not properly analyze the effect on value of the assemblage of the various estates or components of the subject property.
- n. Eldridge violated SR 1-4(f) in he failed to appropriately analyze the effect on value of anticipated public or private improvements, located on or off the site, to the extent that the market actions reflect such anticipated improvements as of the effective date of the appraisal.
- o. Eldridge violated SR 1-6 in that he failed to appropriately reconcile the valuation approaches and analyses of the subject property.
- p. Eldridge violated the ETHICS RULE in that he failed to perform his assignment competently.
- q. Eldridge violated the COMPETENCY RULE in that he did not have the knowledge and experience necessary to complete the assignment, including a lack of familiarity with the geographic location of the assignment.

- r. Eldridge violated the SCOPE OF WORK RULE in that he failed to perform the scope of work necessary to develop a credible appraisal report, specifically failing to include the research and analysis necessary to develop credible results.
5. The Board issued a Summary Proceedings Order seeking, among other disciplinary measures, to revoke Eldridge's certificate.
6. Eldridge has exercised his right to request a hearing to show cause why his certificate should not be revoked.
7. Eldridge has denied the allegations set forth in the review appraiser's findings, but in lieu of and consideration of the uncertainty and expenses associated with fully adjudicating this matter and the Board's agreement to rescind its Summary Proceedings Order, Eldridge agrees to enter this Consent Order and abide by the terms hereof.

CONCLUSIONS OF LAW

1. Pursuant to K.S.A. 58-4121, a Certified General appraiser is required to comply with the Uniform Standards of Professional Appraisal Practice (USPAP).
2. Enforcement of this Order is limited to administrative review and appeal procedures found in Kansas Administrative Procedures Act, K.S.A. 77-501, *et. seq.* and Kansas Judicial Review and Civil Enforcement of Agency Actions Act, K.S.A. 77-601, *et. seq.*
3. Venue is only proper in Shawnee County.
4. Pursuant to K.S.A. 58-4118(a)(6), violation of any of the standards for the development or communication of real estate appraisals through acts or omissions establishes grounds for revocation or suspension of the certificate of an appraiser.
5. Pursuant to K.S.A. 58-4118(a)(7), failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report or communicating an appraisal establishes grounds for revocation or suspension of the certificate of an appraiser.
6. Pursuant to K.S.A. 58-4118(a)(8), negligence or incompetence in developing an appraisal, preparing an appraisal report or communicating an appraisal establishes grounds for revocation or suspension of the certificate of an appraiser.
7. If the allegations of fact were determined to be true, the appraisal report(s) performed by Eldridge reflect violations of K.S.A. 58-4121 due to violations of the Uniform Standards of Professional Appraisal Practice.
8. If the allegations of fact were determined to be true, the appraisal report(s) performed by Eldridge reflect violations of K.S.A. 58-4118(a)(6) due to the violation of the Uniform Standards of Professional Appraisal Practice for the development or communication of real estate appraisals.

9. If the allegations of fact were determined to be true, the appraisal report(s) performed by Eldridge reflect violations of K.S.A. 58-4118(a)(7) due to failure without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report and communicating an appraisal.

10. If the allegations of fact were determined to be true, the appraisal report(s) performed by Eldridge reflect violations of K.S.A. 58-4118(a)(8) due to negligence or incompetence in developing an appraisal, preparing an appraisal report and communicating an appraisal.

TERMS AND CONDITIONS

The Board and Eldridge agree that the Summary Proceedings Order will be rescinded and no further proceedings will be held under the following terms and conditions:

1. That Eldridge's general certification will be suspended for a period of two years effective the date of this Order.

2. That, prior to reinstatement to active status following the two year suspension, Eldridge must file his renewal application for the instant renewal period, logging the 28 hours required for the current education cycle, the applicable renewal fee, and the current, as well as any missed, federal registry fees.

3. That for the next twelve (12) months following completion of his two year suspension, if Eldridge chooses to engage in appraisal work that requires licensure under KSA 58-4101 *et seq.*, then Eldridge may only do so under the supervision of a certified general appraiser. The supervising appraiser must be approved by the Board. At the end of the twelve (12) months, and regardless of whether Eldridge has engaged in licensed appraisal work during the twelve month period of supervision, Eldridge's appraisal license shall be fully reinstated so long as Eldridge is otherwise in full compliance with all terms and conditions of this Consent Order.

4. During the period of supervised appraisal work, Eldridge will maintain a log, on a form prescribed by the Board, of all appraisals he performs or in which he participates, located in Kansas or any other jurisdiction. In the event that Eldridge does not perform any appraisal work during the period of supervision, Eldridge will submit a log stating that no work has been performed. Said log will be submitted to the Board office on or immediately following the first working day of each month, regardless of whether or not appraisal work has been performed.

5. That the Board may select up to three (3) reports for additional review on a quarterly basis. Should any review show non-compliance with Uniform Standards of Professional Appraisal Practice, causing a new complaint, at the discretion of the Board, to be filed, then upon final determination or adjudication of the new complaint confirming USPAP non-compliance and in addition to any other disciplinary action ordered by the Board as a result of said new complaint, Eldridge will pay the cost of the review(s) within 30 days of the final determination or adjudication.

6. That Eldridge pay a fine of \$1,000 on or prior to the end of the two year suspension.

7. That Eldridge pay \$2,970 to cover the cost of the reviews associated with these complaints on or prior to the end of the two year suspension.

8. That by signing this Consent Order, Eldridge understands that until the terms and conditions of this Order have been met, Eldridge is not considered to be in "Good Standing" with the Board.

9. That by signing this Consent Order, Eldridge waives any further procedural remedies before the Board and all rights to seek judicial review of these proceedings or otherwise challenge and contest the validity of the same or the Consent Order entered into.

10. That upon evidence of Eldridge's failure to comply with any material conditions of this Order, the Board's designee will issue a summary order revoking Eldridge's appraiser certificate/license. Upon timely request for a hearing on the summary order by Eldridge, the issues to be addressed at such hearing shall be limited solely to whether Eldridge failed to comply with the terms and conditions of this Consent Order. Upon determination in any such hearing that Eldridge breached, violated or failed to comply with any condition or terms of this Consent Order, Eldridge understands and agrees that his/her appraiser's certificate/license will be revoked.

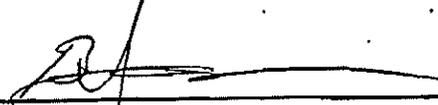
11. That Eldridge acknowledges an affirmative duty to notify the Board within five (5) working days of any change in his/her personal or professional status that might inhibit compliance with the conditions and terms of this Consent Order.

12. That Eldridge and the Board specifically and expressly agree and acknowledge that this Consent Order is entered for the stated purpose of settling and resolving disputed claims in an effort to avoid the further costs and uncertainty associated with conducting further administrative procedures and to effect closure of these matters in the most expedient manner.

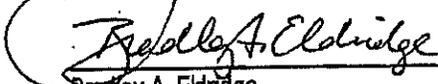
Date Signed

10/5/09

Date Signed



Chairman
Kansas Real Estate Appraisal Board



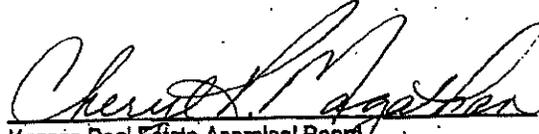
Bradley A. Eldridge
216 E. High Street
Baldwin City, KS 66006

CERTIFICATE OF SERVICE

This is to certify that on the 20th day of October, 2009, a true and correct copy of the above Consent Order was deposited in the U.S. mail, first class postage prepaid, addressed to:

Bradley A. Eldridge
216 E. High Street
Baldwin City, KS 66006

Daniel W. Crow
Alderson, Alderson, Weller, Conklin, Burghart & Crow, LLC
2101 SW 21st
Topeka, KS 66604


Cheryl A. [unclear]
Kansas Real Estate Appraisal Board