

**BEFORE THE MISSOURI
REAL ESTATE APPRAISERS COMMISSION**

MISSOURI REAL ESTATE)	
APPRAISERS COMMISSION,)	
)	
Petitioner,)	
v.)	No. 2005-004549 PV
)	
GLEN ADRIAN,)	
)	
Respondent.)	

CONSENT ORDER

On or about July 27, 2011, Petitioner, Missouri Real Estate Appraisers Commission (MREAC) and Respondent, Glen Adrian (Adrian) entered into a Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearing Before the Missouri Real Estate Appraisers Commission, and Disciplinary Order (Joint Stipulation) for the purpose of resolving the probation violation complaint filed before the MREAC against Adrian.

The MREAC adopts and incorporates herein by reference the Joint Stipulation in its entirety, including the Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearing Before the Missouri Real Estate Appraisers Commission, and Disciplinary Order, and enters its order consistent therewith.

Having fully considered all the evidence before the MREAC, it is the **ORDER** of the MREAC, that the Joint Disciplinary Order is hereby imposed as stated in full in the Joint Stipulation, pages 9 through 14.

The MREAC will maintain this Order as an open record of the MREAC as provided in Chapters 324, 339, and 610, RSMo.

SO ORDERED, this 5th day of August, 2011.

MISSOURI REAL ESTATE APPRAISERS COMMISSION



Vanessa Beauchamp
Executive Director

**BEFORE THE
MISSOURI REAL ESTATE APPRAISERS COMMISSION**

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MISSOURI REAL ESTATE)	
APPRAISERS COMMISSION,)	
)	
Petitioner,)	
)	No. 2005-004549 PV
v.)	
)	
GLEN G. ADRIAN,)	
)	
Respondent.)	

**JOINT MOTION FOR CONSENT ORDER,
JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW,
WAIVER OF HEARING
BEFORE THE MISSOURI REAL ESTATE APPRAISERS COMMISSION,
AND DISCIPLINARY ORDER**

Respondent Glen G. Adrian (“Adrian”) and Petitioner Missouri Real Estate Appraisers Commission (“MREAC”) enter into this *Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearing Before the Missouri Real Estate Appraisers Commission, and Disciplinary Order* (“Joint Stipulation”) for the purpose of resolving the Probation Violation Complaint filed against Respondent Glen G. Adrian. Pursuant to the terms of § 536.060, RSMo¹, the parties move for a consent order and waive the right to a hearing and decision in the above-styled case by the MREAC pursuant to § 324.042, RSMo Cum. Supp. 2010, and jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

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

Respondent acknowledges that he is aware of and understands the various rights and privileges afforded him by law, including: 1) the right to a hearing of the charges against him; 2) the right to appear and be represented by legal counsel; 3) the right to have all charges against him proven upon the record by competent and substantial evidence; 4) the right to cross-examine any witness appearing at the hearing against him; 5) the right to present evidence on his behalf at the hearing; 6) the right to a decision upon the record of the hearing by the MREAC concerning the complaint pending against him; 7) the right to a ruling on questions of law by the MREAC; 8) the right to a claim for attorneys' fees and expenses, and 9) the right to obtain judicial review of the decisions of the MREAC. Being aware of these rights provided Respondent by operation of law; Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation. Respondent further agrees to abide by the terms of this document as they pertain to Respondent.

Respondent acknowledges that he received a copy of the Probation Violation Complaint in this case, which was filed with the MREAC on April 29, 2011. Respondent stipulates that the factual allegations contained in this Joint Stipulation are true and stipulates with the MREAC that Adrian's certification as a state-certified residential real estate appraiser, certificate no. 2000166246 is subject to further disciplinary action by the MREAC in accordance with the provisions of §§ 324.042 and 339.532.2, RSMo Cum. Supp. 2010.

I. JOINT STIPULATION

Based upon the foregoing, the MREAC and Respondent jointly stipulate to the following findings of fact and conclusions of law in lieu of the facts and conclusions of law as alleged in the Probation Violation Complaint filed in this case.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On or about April 15, 2008, the MREAC and Adrian entered into a Settlement Agreement that consisted of a Joint Stipulation of Facts and Conclusions of Law and a Joint Agreed Disciplinary Agreement (the "Agreement").
2. In the Agreement, the MREAC placed Adrian's certificate on probation for a period of three (3) years.
3. The terms of the probationary period in the Agreement are stated, in pertinent part, as follows:
 - I. During the disciplinary period, Adrian 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, all other states and territories of the United States.
4. Section 339.535, RSMo, which requires compliance with the Uniform Standards of Professional Appraisal Practice, states:

State certified real estate appraisers and state licensed real estate appraisers shall comply with the Uniform Standards of Professional Appraisal Practice promulgated by the appraisal standards board of the appraisal foundation.

5. The MREAC has jurisdiction over this matter pursuant to §§ 339.532.4 and 324.042, RSMo Cum. Supp. 2010 and paragraph 7 on pages 10-11 of the Agreement.

6. Section 324.042, RSMo Cum. Supp. 2010, states:

Any board, commission or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission or committee may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary hearing.

7. Paragraph 7 on pages 10-11 of the Agreement states, in pertinent part:

If any alleged violation of this Settlement Agreement occurred during the disciplinary hearing, 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.

8. Pursuant to the terms of the Agreement, the MREAC reviewed the appraisals prepared by Adrian for the following two properties for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP): 909 East 289th Street, Cleveland, Missouri and 8301 Corrington Avenue, Kansas City, Missouri.

9. Pursuant to § 339.535, RSMo, and the terms and conditions of the Agreement, Adrian was required to develop and report the results of the two appraisals in compliance with USPAP, 2010-2011 Edition.

Count I
909 East 289th Street Appraisal Report

10. On or about February 3, 2010, Adrian completed and signed a Summary Appraisal Report for residential real estate located at 909 East 289th Street, Cleveland, Missouri 64734. The effective date of the appraisal report was February 3, 2010. This appraisal valued the property at \$176,000. This appraisal shall be referred to hereinafter as the “East 289th Street Appraisal Report.”

11. Based on the following errors and omissions in the preparation of the East 289th Street Appraisal Report, Adrian is in violation of § 339.535, RSMo, USPAP Standards 1 and 2, and USPAP Standards Rules 1-1(a), 1-2(e), 1-3(b), 1-4(a) and (b), 1-6(a) and (b), and 2-2(b)(viii), 2010-2011 edition:

- a. Failed to be aware of, understand, and correctly employ recognized methods and techniques that are necessary to produce a credible appraisal;
- b. Failed to support, indicate major upgrades, or otherwise adequately explain why the subject property was reported with an effective age of 25 years, which was a 61% decrease in age;
- c. Failed to clearly identify all the outbuildings on the subject property, report the poor condition of the outbuildings, and adequately explain the negative impact the outbuildings would have on compliance for an FHA loan property;
- d. Failed to use proper legal description of subject property;

- e. Failed to include an analysis of discussion of highest and best use of the subject property;
- f. In the Sales Comparison Approach, comparable sales do not support any adjustments made in the approach as the adjustments appear to be based on constant factors rather than market data or any analysis of the comparable sales;
- g. In the Sales Comparison Approach, comparable sale #3 is inappropriate because it is based on property located in the state of Kansas;
- h. In the Cost Approach, sales have not been analyzed in a manner that would support the site value being based on extraction;
- i. In the Cost Approach, there is no development or analysis of the sales in a manner that would allow abstraction of depreciation; and
- j. Failed to reconcile available data or the relevance of the approaches used or not used.

12. By failing to comply with USPAP in the preparation of the East 289th Street Appraisal Report, Adrian violated § 339.535, RSMo, and the terms of his probation, providing cause to further discipline his certification under § 324.042, RSMo Cum. Supp. 2010.

Count II
8301 Corrington Avenue Appraisal Report

13. On or about January 26, 2010, Adrian completed and signed a Summary Appraisal Report for residential real estate located at 8301 Corrington Avenue, Kansas

City, Missouri 64138 (the “Corrington property”). The effective date of the appraisal report was January 26, 2010. This appraisal valued the property at \$79,500. This appraisal shall be referred to hereinafter as the “Corrington Avenue Appraisal Report.”

14. Based on the following errors and omissions in the preparation of the Corrington Avenue Appraisal Report, Adrian is in violation of § 339.535, RSMo, USPAP Standards 1 and 2, and USPAP Standards Rules 1-1(a), 1-2(e), 1-3(b), 1-4(a) and (b), 1-5(a), 1-6(a) and (b), and 2-2(b)(viii), 2010-2011 edition:

- a. Failed to be aware of, understand, and correctly employ recognized methods and techniques that are necessary to produce a credible appraisal;
- b. Failed to support, indicate major upgrades, or otherwise adequately explain why the subject property was reported with an effective age of 25 years, which was a 67% decrease in age;
- c. Failed to include an analysis of discussion of highest and best use of the subject property;
- d. In the Sales Comparison Approach, used older comparison properties that were larger and with more bedrooms than the subject property, and the adjustments appear mathematical and unreasonable with no support for them;
- e. In the Cost Approach, sales have not been analyzed in a manner that would support the site value being based on extraction;

f. In the Cost Approach, there is no development or analysis of the sales in a manner that would allow abstraction of depreciation and there is no deduction for Functional Obsolescence;

g. Incorrectly identifies the effective date of the data source relevant to the last sale of the subject; and

h. Failed to reconcile available data or the relevance of the approaches used or not used.

15. By failing to comply with USPAP in the preparation of the Corrington Avenue Appraisal Report, Adrian violated § 339.535, RSMo, and the terms of his probation, providing cause to further discipline his certification under § 324.042, RSMo Cum. Supp. 2010.

II. JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties hereby mutually agree and stipulate that the following shall constitute the order regarding discipline of Adrian's certification as a state-certified residential real estate appraiser, subject to the following terms and conditions, and entered by the MREAC in this matter under the authority of §§ 536.060 and 324.042, RSMo, Cum. Supp. 2010. This disciplinary order shall become effective immediately upon the issuance of the consent order of the MREAC without further action by either party:

16. Probation. Adrian's certification as a state-certified residential real estate appraiser, no. 2000166246, is hereby placed on PROBATION for TWO (2) YEARS. The period of probation is referred to hereinafter as either "the probationary period" or "the disciplinary period". During the period of probation, Adrian shall be entitled to practice as a state-certified residential real estate appraiser provided he pays all required fees, has maintained his certification current and active, and adheres to all the terms stated herein.

A. Adrian shall submit written reports to the MREAC by no later than November 1 and May 1, during each year of the disciplinary period stating truthfully whether there has been compliance with all terms and conditions of this Joint Stipulation. The first written report shall be submitted on or before November 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. Adrian is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Adrian shall maintain a log of all appraisal assignments as required by 20 CSR 2245-2.050. A true and accurate copy of the log shall be submitted to the MREAC by no later than November 1 and May 1 during each year of the disciplinary period. The first log shall be submitted on or before November 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. Adrian is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Adrian shall submit copies of his work samples for MREAC review.

C. During the period of probation, Adrian shall not sign appraisal reports as a supervising appraiser.

D. During the disciplinary period, Adrian 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 Joint Stipulation, Adrian 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.

E. During the disciplinary period, Adrian 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. Adrian shall notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.

F. Adrian 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 state.

G. During the disciplinary period, Adrian 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 Adrian'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.

H. Adrian 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.

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

J. If, at any time within the disciplinary period, Adrian 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, the time of uncertified status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

17. Upon the expiration of the disciplinary period, the certificate of Adrian shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREAC determines that Adrian has violated any term or condition of this Joint Stipulation, the MREAC may, in its discretion, vacate and set aside the discipline imposed herein and impose such further discipline as it shall deem appropriate.

18. No additional discipline shall be imposed by the MREAC pursuant to the preceding paragraph of this Joint Stipulation without notice and opportunity for hearing before the MREAC as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the MREAC may choose to conduct a hearing before it to determine whether a violation occurred and may impose further discipline.

19. This Joint Stipulation does not bind the MREAC or restrict the remedies available to it concerning any future violations by Adrian of §§ 339.500 through 339.549, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Joint Stipulation.

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

21. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the parties agree that the MREAC may choose to conduct a hearing

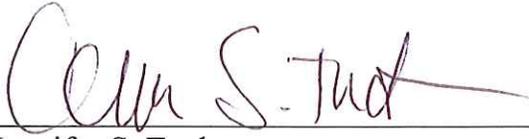
before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Adrian agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Joint Stipulation has occurred.

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

23. The terms of this Joint Stipulation are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Joint Stipulation 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.

24. The parties to this Joint Stipulation understand that the MREAC will maintain this Joint Stipulation as an open record as required by Chapters 339, 610, and 324, RSMo, as amended.

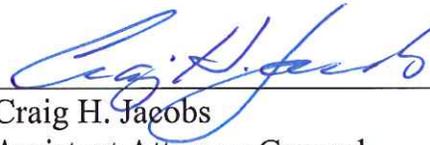
25. Respondent, together with his heirs, assigns, agents, partners, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREAC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim



Jennifer S. Tucker
Attorney at Law
Missouri Bar No. 44406

314 E. High Street
Jefferson City, MO 65101
Telephone: (573) 893-4336
Facsimile: (573) 893-5398

ATTORNEYS FOR RESPONDENT



Craig H. Jacobs
Assistant Attorney General
Missouri Bar No. 48358

P.O. Box 899
Broadway State Office Bldg.
Jefferson City, MO 65102
Telephone: (573) 751-1143
Facsimile: (573) 751-5660

ATTORNEYS FOR PETITIONER