

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE APPRAISERS COMMISSION
AND
ROBERT J. DRESNER

Robert J. Dresner (“Dresner”) and the Missouri Real Estate Appraisers Commission (“MREAC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Dresner’s certification as a residential real estate appraiser, no. 2002003004, 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. 2011. The MREAC and Dresner jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2011.

Dresner 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

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

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREAC at which time Dresner 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, Dresner 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.

Dresner 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. Dresner stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Dresner's certification as a residential real estate appraiser, certificate no. 2002003004, is subject to disciplinary action by the MREAC in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 339, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREAC and Dresner in Part II herein is based only on the agreement set out in Part I herein.

Dresner 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 Dresner herein jointly stipulate to the following:

1. Robert Dresner is a certified residential real estate appraiser licensed by the MREAC, certification no. 2002003004. At all times relevant herein, Dresner's certification was active and current.

2. On May 16, 2010, Dresner signed a summary uniform residential appraisal report for 570 South Lewis Road, Eureka, Missouri, 63025-2502, prepared for CitiMortgage ("CitiMortgage Appraisal Report") estimating the value of the property at \$ 335,000. The effective date of the appraisal was May 15, 2010.

3. Dresner was required to develop and report the results of the CitiMortgage Appraisal Report in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), 2010-2011 Edition.

4. Based on the following errors and omissions in the preparation of the CitiMortgage Report, Dresner is in violation of § 339.535, RSMo; the USPAP Scope of Work Rule; USPAP Standards 1 and 2; and USPAP Standards Rules 1-1(a), (b) and (c), 1-2(e)(i), 1-4(a), 1-6(a) and (b), 2-2(a) AND (b) and 2-2(b)(iii) and (ix):

- a. Dresner failed to report and/or address multiple out buildings, an additional residence and/or a wine making facility located on the property;
- b. Dresner used inappropriate comparable sales of significantly less acreage;
- c. Dresner failed to provide support for adjustments in the sales comparison approach, including but not limited to the use of properties of different or lesser value as comparable properties.
- d. Dresner failed to include a discussion of the subject's income potential;
- e. Dresner failed to identify and summarize the physical and economic property characteristics relevant to the assignment by failing to identify the buildings, additional residence, and wine making facility located on the property;
- f. Dresner failed to properly develop an opinion of and support for the highest and best use by not stating and analyzing the use of the real estate as of the date of value;
- g. Dresner set forth the appraisal in a manner that was not credible and/or was misleading by omitting significant structures and a proper highest and best use analysis from the report.

5. Based on Dresner's errors and omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner failed to correctly

employ those recognized methods and techniques that are necessary to produce a credible appraisal in violation of USPAP Standard 1 and Standard Rule (SR) 1-1 (a), which states:

In developing a real property appraisal, an appraiser must:

(a) be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal.

6. Based on Dresner's errors and omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner failed to correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal in violation of USPAP Standard 1 and SR 1-1(b), which states:

In developing a real property appraisal, an appraiser must:

(b) not commit a substantial error of omission or commission that significantly affects an appraisal.

7. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner rendered services in a careless and/or negligent manner in violation of USPAP Standard 1 and SR 1-1(c), which states:

In developing a real property appraisal, an appraiser must:

(c) not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of an appraisal, in the aggregate affects the credibility of those results.

8. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner inadequately described the land in question by failing to report multiple structures on the property, violating USPAP Standard 1 and SR 1-2(e)(i), which states:

In developing a real property appraisal, an appraiser must:

(e) Identify the characteristics of the property that are relevant to the type and definition of value and intended use of the appraisal, including:

(i) its location and physical, legal, and economic attributes.

9. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner failed to use appropriate comparable sales and made unsupported adjustments, violating USPAP Standard 1 and SR 1-4(a), which states:

When a sales comparison approach is necessary for credible assignment results, an appraiser must analyze such comparable sales data as are available to indicate a value conclusion.

10. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner committed substantial errors of commission and/or omission that significantly affected the credibility of the appraisal in violation of USPAP Standard 1 and SR 1-6(a) and (b), which states:

In developing a real property appraisal, an appraiser must reconcile the quality and quantity of data available and analyzed with the approaches used, and

(b) reconcile the applicability and relevance of the approaches, methods and techniques used to arrive at the value conclusion(s).

11. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner failed to accurately set forth the appraisal in a manner that would not be misleading and violated USPAP Standard 1 and SR 2-1(a), which states:

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading.

12. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner failed to prepare a report that contained sufficient information to enable the intended users of the appraisal to understand the report properly and violated USPAP Standard 1 and SR 2-1(b), which states:

Each written or oral property appraisal report must:

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly.

13. Based on Dresner's errors and/or omissions in developing and reporting the results of the CitiMortgage Report, as alleged in this Complaint, Dresner failed to summarize information sufficient to identify the real estate involved in the appraisal, including the relevant physical and economic property characteristics, violating USPAP Standard 1 and SR 2-2(b)(iii), which states:

(a) The content of a Summary Appraisal Report must be consistent with the intended use of the appraisal and, at a minimum;

(iii) summarize information sufficient to identify the real estate involved in the appraisal, including the physical and economic property characteristics relevant to the assignment.

14. Section 339.532.2(5), (6), (7), (8), (9), (10), and (14), RSMo Supp. 2011.

States in pertinent part:

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:

.....

(5) Incompetency, misconduct, gross negligence, dishonesty, fraud, or misrepresentation in the performance of the functions or duties of any profession licensed or regulated by sections 339.500 to 339.549;

(6) Violation of any of the standards for the development or communication of real estate appraisals as provided in or pursuant to sections 339.500 to 339.549;

(7) Failure to comply with the Uniform Standards of Professional Appraisal Practice promulgated by the appraisal standards board of the appraisal foundation;

(8) Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report, or communicating an appraisal;

(9) Negligence or incompetence in developing an appraisal, in preparing an appraisal report, or in communicating an appraisal;

(10) Violating, assisting or enabling any person to willfully disregard any of the provisions of sections 339.500 to 339.549 or the regulations of the commission for the administration and enforcement of the provisions of sections 339.500 to 339.549[.]

.....

(14) Violation of any professional trust or confidence;

15. Based on the errors and/or omissions set forth above, including the cited violations of USPAP, cause exists to discipline Dresner's certification as a state-certified residential real estate appraiser under § 339.5332.2 (5), (6), (7), (8), (9), (10) and/or (14), RSMo Supp. 2011.

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. 2011.

16. **Dresner's certification is on probation.** Dresner's certification as a residential real estate appraiser is hereby placed on PROBATION for a period of 2 YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Dresner shall be entitled to practice as a residential real estate appraiser under Chapter 339, RSMo, as amended, provided Dresner adheres to all the terms of this agreement.

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

A. Dresner shall submit written reports to the MREAC by no later than January 15, April 15, July 15 and October 15, during each year of the disciplinary period stating truthfully whether there has been compliance with all terms and conditions of this Settlement Agreement. Dresner is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Dresner shall maintain a log of all appraisal assignments as required by 20 CSR 2245-2.050. A true and accurate copy of which shall be submitted to the MREAC every three (3) months after the disciplinary period goes into effect with the written reports required under subparagraph B., above. Dresner is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Dresner shall submit copies of his work samples for MREAC review.

C. Within six months after the effective date of this Settlement Agreement, Dresner shall submit verification to the MREAC of successful completion of an approved course, including examination, on mastering unique and complex properties.

D. Dresner may not apply the education required by this Settlement Agreement to satisfy the continuing education hours required for certification renewal.

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

F. During the disciplinary period, Dresner 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, Dresner 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.

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

H. Dresner 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.

I. During the disciplinary period, Dresner 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 Dresner'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.

J. Dresner 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.

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

L. If, at any time within the disciplinary period, Dresner removes himself from the state of Missouri, 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 absence, uncertified status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

18. Upon the expiration of the disciplinary period, the certification of Dresner shall be fully restored if all requirements of law have been satisfied; provided, however,

that in the event the MREAC determines that Dresner 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 Dresner's certification.

19. 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.

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

21. 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.

22. 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. Dresner agrees and stipulates that the MREAC has continuing

jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

24. 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.

25. 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.

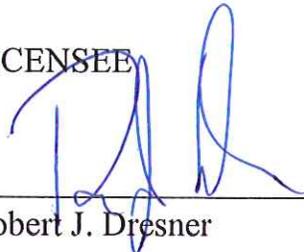
26. Dresner, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREAC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from 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.

27. Dresner 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 Dresner's certification. If Dresner desires the Administrative Hearing Commission to review this Settlement Agreement, Dresner 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.

28. If Dresner 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 Dresner's certification. If Dresner does not request review by the Administrative Hearing Commission, then this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREAC.

LICENSEE


Robert J. Dresner

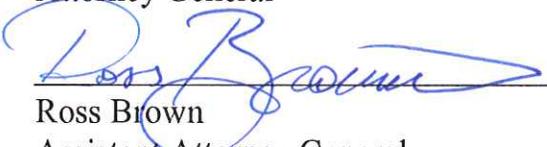
2-28-2012
Date

MISSOURI REAL ESTATE
APPRAISERS COMMISSION


Vanessa Beauchamp, Executive Director

Date: 3-2-12

CHRIS KOSTER
Attorney General


Ross Brown
Assistant Attorney General
Missouri Bar No. 62771

Supreme Court Building
207 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-4087
Telefax: 573-751-5660
Attorneys for the MREAC