

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE APPRAISER COMMISSION**  
**AND**  
**ROBERT C. HILL**

Robert C. Hill (“Hill”) and the Missouri Real Estate Appraiser Commission (“MREAC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Hill’s certification as a state-certified residential real estate appraiser, no. 2005032852, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> 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 Hill 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.

Hill 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

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<sup>1</sup> 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 Hill 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, Hill 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.

WHEREAS, Respondents rely upon legal precedent from the Appellate Courts of the State of Missouri, specifically, State ex rel. Mallan v. Huesemann, 942 S.W.2d 424 (Mo.App. 1997) for judicial precedent that the fact of his entering into the Settlement Agreement and Joint Stipulation is inadmissible in any civil action relating to the facts and circumstances as set forth in the Complaint of the MREC;

Hill 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. Hill stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Hill's certification as a state-certified residential real estate appraiser,

certificate no. 2005032852, 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 Hill in Part II herein is based only on the agreement set out in Part I herein. Hill 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 Hill herein jointly stipulate to the following:

1. Robert C. Hill is a state-certified residential real estate appraiser certified by the MREAC, license no. 2005032852. At all relevant times herein, Hill's license was active and current.
2. On May 4, 2010, Hill signed a Uniform Residential Appraisal Report for 829 E. Donegal Circle, Nixa, Missouri, 65714, prepared for CitiMortgage PMI Release ("CitiMortgage report") estimating the value of the property at \$335,000. The effective date of the appraisal is April 29, 2010.
3. Section 339.535, RSMo, states:

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

4. The preparation of the CitiMortgage Report was required to be prepared in compliance with the Uniform Standards of Professional Appraisal Practice, (“USPAP”), 2010-2011 Edition.

5. Based on the following errors and omissions in the preparation of the CitiMortgage Report, Hill is in violation of § 339.535, RSMo; the USPAP Ethics Rule; the USPAP Competency Rule; the USPAP Scope of Work Rule; USPAP Standards 1 and 2; and USPAP Standards Rules 1-1(b) and (c), 1-4(a) and (b)(i)(ii)(iii), 1-6(a) and (b), 2-1(a) and (b), and 2-2(b)(viii):

- (a) Hill used a comparable sale that could not be confirmed because the real estate brokers refused to disclose the sales price;
- (b) Hill used non-disclosed sales data;
- (c) Hill failed to analyze such comparable sales data available to indicate a value conclusion, when he used a comparable sale that could not be confirmed, and then used that sale as the primary support for value conclusion;
- (d) Hill made adjustments for quality, that were not supported by sales;

- (e) Hill failed to summarize the information analyzed, the appraisal method and technique used, and the reasons that support his opinion of site value in the cost approach reportedly obtained through the abstraction method;
- (f) Hill failed to analyze comparable cost data as available to estimate the cost new of the improvements by relying on an out of date and nearly two year old June 2008 Marshall/Swift reference;
- (g) Hill failed to summarize and explain his analysis of the sales used, if any, to develop depreciation;
- (h) Hill failed to reconcile the quality and quantity of data available and analyzed within the approaches used by not discussing the use of and reliance on an undisclosed and unconfirmed sales price;
- (i) Hill failed to reconcile the applicability or suitability of the approaches used to arrive at the value conclusions by failing to explain why he relied on the estimated value derived from the sales comparison approach instead of the value derived through the cost approach;

- (j) Hill failed to clearly and accurately set forth the appraisal in a manner that will not be misleading by using a sale that could not be confirmed;
- (k) Hill failed to include sufficient information to enable the intended users of the appraisal to understand the report properly by not including pairing of data adjustments, the lack of confirmed sales, and the use of out-dated cost information, which combined to create deficiencies in understanding and relying on the report;
- (l) Hill failed to summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; throughout the report.

6. Hill's conduct as stated above provides cause to discipline his license pursuant to § 339.532.2(6), (7), and (10) which state:

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:

...

(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;

.....

(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[.]

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**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.

7. **Hill's certification is suspended, followed by a period of probation.**

Hill's certification as a state-certified residential real estate appraiser is hereby SUSPENDED for a period of 90 DAYS, and shall immediately thereafter be placed on PROBATION for a period of 2 YEARS. The periods of suspension and probation shall constitute the "disciplinary period." During the period of suspension, Hill shall not be entitled to practice as a residential real estate appraiser pursuant to §§ 339.500 through 339.549, RSMo. During the period of probation, Hill shall be entitled to practice as a

residential real estate appraiser under §§339.500 through 339.549, RSMo, provided Hill adheres to all the terms of this Settlement Agreement.

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

A. Hill shall submit written reports to the MREAC by no later than April 1 and October 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 October 31, 2011, future October reports thereafter to be submitted on or before October 1. 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. Hill is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Hill 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 April 1 and October 1 during each year of the disciplinary period. The first log shall be submitted on or before October 31, 2011, future October reports thereafter to be submitted on or before October 1. 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. Hill is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Hill shall submit copies of his work samples for MREAC review.

C. Within 1 YEAR after the effective date of this Settlement Agreement, Hill shall submit verification to the MREAC of successful completion of a fifteen (15)-hour approved course, including examination, on cost approach and market analysis.

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

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

G. During the disciplinary period, Hill 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, Hill 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.

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

I. Hill 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.

J. During the disciplinary period, Hill 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 Hill'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.

K. Hill 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.

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

M. If, at any time within the disciplinary period, Hill fails 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.

9. Upon the expiration of the disciplinary period, the certification of Hill shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREAC determines that Hill 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 Hill's certification.

10. 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.

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

12. 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.

13. 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. Hill agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

15. 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.

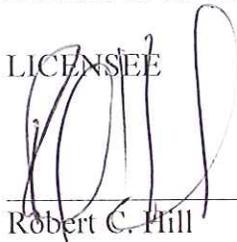
16. The parties to this Settlement Agreement understand that the MREAC will maintain this Settlement Agreement as an open record of the MREAC as required by Chapters 339, 610, and 324, RSMo, as amended.

17. Hill, 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.

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

19. If Hill 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 Hill's certification. If Hill 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 C. Hill

9/12/2011

Date

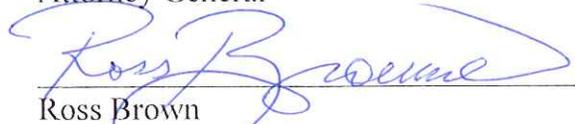
MISSOURI REAL ESTATE  
APPRAISER COMMISSION



Vanessa Beauchamp, Executive Director

Date: 9-19-11

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

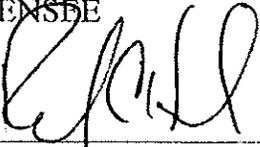
ADDENDUM TO THE SETTLEMENT AGREEMENT  
EFFECTIVE OCTOBER 4, 2011  
BETWEEN  
MISSOURI REAL ESTATE APPRAISER COMMISSION  
AND  
ROBERT C. HILL

Robert C. Hill ("Hill"), a state-certified residential real estate appraiser, no. 2005032852, and the Missouri Real Estate Appraiser Commission ("MREAC") enter into this Addendum to the Settlement Agreement ("Agreement") between the MREAC and Hill for the purpose of waiving the active status requirement in paragraph 8(I) of Section II on page 10 of the Agreement. To that end, paragraph 8(I) of Section II of the Agreement is modified to read as follows:

Hill 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 state.

Hill understands and agrees to otherwise adhere to and carry out all other terms and conditions of the disciplinary period as outlined in the Agreement, and that the Agreement remains in effect regardless of the active status of Hill's certification.

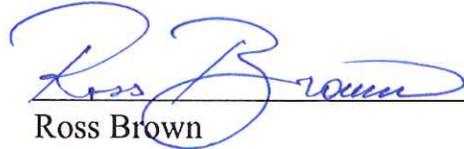
LICENSEE

  
\_\_\_\_\_  
Robert C. Hill                      10-16-2011  
Date

MISSOURI REAL ESTATE  
APPRAISER COMMISSION

  
\_\_\_\_\_  
Vanessa Beauchamp, Executive Director  
Date: 10-25-11

CHRIS KOSTER  
Attorney General



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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