

BEFORE THE  
ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI

MISSOURI REAL ESTATE )  
APPRAISERS COMMISSION )  
3605 Missouri Boulevard )  
P.O. Box 1335 )  
Jefferson City, MO 65102 )  
 )  
Petitioner, )  
 )  
v. )  
 )  
SAMUEL L. LEVOTA )  
2300 Blue Ridge Terrace )  
Independence, MO 64052 )  
 )  
Respondent. )

No. 2007-002780 PV

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

Respondent Samuel L. Levota (“Levota”) and the Missouri Real Estate Appraisers Commission (“Commission”) enter into this *Amended Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and Missouri Real Estate Appraisers Commission, and Disciplinary Order* (“Settlement Agreement”) for the purpose of resolving the question of whether Levota’s license as a real estate appraiser, License No. RA002533, will be subject to additional discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties

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

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 Commission under § 621.110, RSMo Cum. Supp. 2009. The Commission and Levota 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.

Levota 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; the right to a disciplinary hearing before the Commission at which time Levota 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 Commission.

Being aware of these rights provided to him by law, Levota 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.

Levota acknowledges that he has received a copy of documents that were the basis upon which the Commission determined there was cause for discipline, along with citations

to law and/or regulations the Commission believes were violated. Levota stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Commission that Levota's license as a real estate appraiser, License No. RA002533, is subject to disciplinary action by the Commission in accordance with the relevant provisions of Chapters 339.500 through 339.549 and 621, RSMo, as amended.

### **I. JOINT STIPULATION**

Based upon the foregoing, the Commission and Levota herein 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 Complaint filed in this case, and request that this Commission adopt the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law as this Commission's Findings of Fact and Conclusions of Law.

#### **JOINT PROPOSED FINDINGS OF FACT**

1. The Commission is an agency of the State of Missouri created pursuant to § 339.507, RSMo, for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, as amended.

2. Levota is currently, and was at all times relevant herein, licensed as a real estate appraiser, License No. RA002533.

3. On or about June 20, 2007, the Commission and LeVota mutually agreed and stipulated through a "Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and the Missouri Real Estate Appraisers Commission, and Disciplinary Order"

(hereinafter referred to as the “Original Disciplinary Order”), AHC Case No. 06-1154 RA, that the license of LeVota as a state-licensed real estate appraiser, License No. RA002533, be disciplined with a six month suspension and five year period of probation immediately following the period of suspension. Said Original Disciplinary Order is attached hereto as Exhibit A and incorporated by reference.

4. The Original Disciplinary Order became effective on or about June 20, 2007 when the Original Disciplinary Order was signed by the Missouri Real Estate Appraisers Commission.

5. The relevant terms of the probationary period are stated as follows in the Original Disciplinary Order:

- A. LeVota shall submit written reports to the MREAC by no later than January 1 and July 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 January 1, 2008. The final written report shall be submitted to the MREAC 60 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. LeVota is responsible for assuring that the reports are submitted to and received by the MREAC.
- B. During the disciplinary period, LeVota shall maintain a log of all appraisal assignments completed, including estimate of value. A true and accurate copy of the log shall be submitted to the MREAC by no later than January 1 and July 1 during each year of the disciplinary period. The first log shall be submitted on or before January 1, 2008. The last log shall be submitted to the MREAC 60 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. Upon MREAC request, LeVota shall submit copies of his work samples for MREAC review.

- C. Within six (6) months after the effective date of this Joint Stipulation, LeVota shall submit verification to the MREAC of successful completion of a fifteen (15)-hour approved National USPAP course, including examination.
- D. During the suspension period, LeVota shall not sign appraisal reports in any capacity. During the probationary period, LeVota shall not sign appraisal reports as a supervising appraiser.
- E. During the disciplinary period, LeVota 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. LeVota shall notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.
- F. LeVota shall timely renew his license and timely pay all fees required for license renewal and comply with all other MREAC requirements necessary to maintain his license in a current and active state.
- G. During the disciplinary period, LeVota 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.
- H. LeVota shall appear before the MREAC or its representative for a personal interview upon the MREAC's written request.
- I. If, at any time within the disciplinary period, LeVota removes himself from the state of Missouri, ceases to be currently licensed 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, unlicensed status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

6. Secondary to entering into the Original Disciplinary Order, LeVota submitted to the Commission a log of appraisal assignments, said log including an appraisal with an effective date of December 15, 2009 for a subject property at 15416

Tipton Road, Smithville, MO 64089 and an effective date of December 13, 2009 for a subject property at 2338 S. Hall Road, Independence, MO 65052.

7. On or about December 15, 2009, LeVota completed and signed a Uniform Residential Appraisal Report for residential real estate located at 15416 Tipton Rd., Smithville, MO 64089. The effective date of the appraisal report was December 15, 2009. This appraisal valued the property at \$384,000. This appraisal shall be referred to hereinafter as the “Tipton Road Appraisal Report.”

8. On or about December 13, 2009, LeVota completed and signed a Uniform Residential Appraisal Report for residential real estate located at 2338 S Hall Rd., Independence, MO 65052. The effective date of the appraisal report was December 13, 2009. This appraisal valued the property at \$76,000. This appraisal shall be referred to hereinafter as the “S. Hall Rd. Appraisal Report.”

9. Pursuant to § 339.535, RSMo, and the terms and conditions of the Original Disciplinary Order, LeVota was required to develop and report the results of the Appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Count I  
Tipton Rd. Appraisal Report

10. The Tipton Rd. Appraisal Report was prepared for Ed and Jennifer Surface.

11. In preparing the Tipton Rd. Appraisal Report, LeVota did not correctly employ recognized methods and techniques that are necessary to produce a credible appraisal. The report summary indicates that the appraiser was aware of and recognized the proper techniques and methods to execute the appraisal, but it is clear from the evidence discussed below regarding the sales comparison and cost approaches that they were not properly employed. By failing to properly employ the sales comparison and cost approaches, LeVota violated USPAP SR 1-1(a), which states: “In developing a real property appraisal, an appraiser must be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal”; and USPAP SR 1-1(b), which states: “In developing a real property appraisal, an appraiser must not commit a substantial error of omission or commission that significantly affects a appraisal.”

12. In preparing the Tipton Rd. Appraisal Report, LeVota made significant errors in the selection of comparable sales for the sales comparison approach and corresponding adjustments and also used an incorrect cost approach by relying on non market-based and outdated data all of which are discussed below. These errors combined to create a report with less than credible cost valuation results. By rendering the appraisal services in a careless and negligent manner, LeVota violated USPAP SR 1-1(c) which

states an appraiser must “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 affect the credibility of those results”.

13. In preparing the Tipton Rd. Appraisal Report, LeVota improperly employed the sales comparison approach and used inappropriate comparable sales data to indicate a value conclusion. The subject property is a unique “A-frame” or “chalet” style home on small acreage. The comparable sales are all one and a half and two story traditional style homes which are completely inappropriate for use in valuing the unique subject property. As the comparables contained in the report are not similar to the subject property, the report offers no credibility for the value conclusion.

14. The report also fails to make proper adjustments based on the differences in the compared properties. The most significant difference is in style for which the report contains no adjustments. The report offers no credibility for the value conclusion when considering the adjustments which were made because 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. This was not properly done in this instance.

15. By not utilizing appropriate comparable sales and failing to make proper adjustments, LeVota violated USPAP 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.”

16. In preparing the Tipton Rd. Appraisal Report, LeVota improperly employed the cost approach. The Tipton Rd. Appraisal Report indicates that the site value is developed from the “County Assessment of Property.” The stated source is inappropriate in that it is not a market based source of site value.

17. By not using market based site value information or adjusting for out-of-date information which was used, LeVota violated USPAP SR 1-4(b) i, which states that when a cost approach is necessary for credible assignment results, an appraiser must: “develop an opinion of site value by an appropriate appraisal method or technique”.

18. In employing the cost approach, LeVota also indicated a \$21,500 cost for “Lump Sum Adj.Hewat,Air,Appl,Deck,Pool.” This is inappropriate as the in-ground pool alone would cost more than \$21,500. No indication other than a comment about using straight-line depreciation is provided to support any depreciation adjustments or calculations. This type of property would most likely suffer obsolescence due to its unique style and lack of marketability and market appeal, none of which are considered or discussed in the report.

19. By failing to make appropriate adjustments for individual aspects of the subject property and instead lumping them all together and not properly detailing and justifying depreciation calculations, LeVota violated USPAP SR 1-4(b) ii, which states an appraiser must: “analyze such comparable cost data as are available to estimate the cost new of the improvements (if any)”.

20. In preparing the Tipton Rd. Appraisal Report, LeVota indicates that the appraisal was a purchase finance appraisal but also indicates no contract was reviewed. The explanation for the failure to review the contract is listed as “No Contract Available.” The contract price is listed at “FMV”. It is unacceptable in a purchase finance appraisal context not to have a contract to review.

21. By failing to review the contract or properly explain why one did not exist, LeVota violated USPAP SR 1-5(a) which states and appraiser must: “analyze all agreements of sale, options, and listings of the subject property current as of the effective date of the appraisal”.

22. In preparing the Tipton Rd. Appraisal Report, LeVota failed to provide any reconciliation of the data and value conclusions. By failing to provide said reconciliation, LeVota violated USPAP SR 1-6(a) which states: In developing a real property appraisal, an appraiser must “reconcile the quality and quantity of data available and analyzed within the approaches used”.

23. In preparing the Tipton Rd. Appraisal Report, LeVota utilized the FNMA 1004 form which is appropriate for the type of appraisal conducted. However, the data reported on the form and the adjustments made are not supported as detailed above which makes the report misleading. Consequently, LeVota violated USPAP SR 2-1(a) which states: In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading.

Each written or oral real property appraisal report must: “Clearly and accurately set forth the appraisal in a manner that will not be misleading”.

24. In preparing the Tipton Rd. Appraisal Report, LeVota failed to provide sufficient information for the user to properly understand the report. The report provides very limited detail in all aspects, it fails to explain and justify the comparable sales used and analyzed, how the comparables were chosen and the basis and justification for the adjustments and cost valuations derived from the sales comparison and cost approaches as discussed above. By failing to provide sufficient information, LeVota violated USPAP SR 2-1(b) which states that a real estate appraisal report must: “contain sufficient information to enable the intended users of the appraisal to understand the report properly”.

25. As discussed above, the Tipton Rd. Appraisal Report provides no support for the comparable sales utilized therein or the adjustments made. The report also fails to demonstrate how the sales support the flat rate adjustments which were made. The cost approach in the report fails to support site value, depreciation or cost of new for several elements of the property. By failing to provide support for the comparables used and adjustments made, and by failing to support site value, depreciation and cost of new determinations in the report, LeVota violated USPAP SR 2-2(b) viii, which states that the content of a summary appraisal report must be consistent with the intended use of the appraisal and at a minimum: “summarize the information analyzed, the appraisal methods

and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions...”.

Count II  
S. Hall Rd. Appraisal Report

26. LeVota prepared the S. Hall Rd. Appraisal Report for Ruby Lynn.

27. In preparing the S. Hall Rd. Appraisal Report, LeVota did not correctly employ recognized methods and techniques that are necessary to produce a credible appraisal. The report summary indicates that the appraiser was aware of and recognized the proper techniques and methods to execute the appraisal, but it is clear from the evidence discussed below regarding the sales comparison and cost approaches that they were not properly employed. By failing to properly employ the sales comparison and cost approaches, LeVota violated USPAP SR 1-1(a) which states: in developing a real property appraisal, an appraiser must “be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal”.

28. On page 1 of the S. Hall Rd. Appraisal Report, LeVota lists the Owner of public record as the Lender/Client. However he also says in the report that the appraisal is for a purchase transaction. It is unclear based on the report who the intended user is and the report is internally inconsistent in this respect. By failing to clearly identify the client and intended users, LeVota violated USPAP SR 1-2(a) which states: in developing a real property appraisal, an appraiser must “identify the client and other intended users”.

29. In preparing the S. Hall Rd. Appraisal report, LeVota failed to properly employ the sales comparison approach and analyze comparable sales data as are available to indicate a proper value conclusion. Although the comparable sales which were chosen appear to be appropriate, the following adjustments were inappropriate and invalidated the value conclusion:

- a. The comparable lot sizes, with the exception of comparable #3, which were chosen are about one half the size of the subject property lot but were only adjusted at approximately \$100. The comparables are consistent enough to the subject to actually merit no adjustments. However, comparable #3 is three and one-half times the size of the other lots and could support a \$14,000 lot adjustment. It was adjusted by -64. None of the sales will pair with the others to support any of the adjustments which were made.
- b. Comparables 4 and 5 are listings. They contain no list/sell ratio adjustments to get from list price to sell price. Both are larger than the subject property with no basis for the Gross Living Area adjustment.
- c. Comparable 5 has a crawl space while all the others have a basement and there is no adjustment for that factor or discussion as to why none is necessary.

30. By failing to perform, analyze and include proper adjustments to the comparable sales the appraisal report lacks market derived adjustments to indicate subject value. Consequently, LeVota violated USPAP 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.”

31. In preparing the S. Hall Rd. Appraisal Report, LeVota improperly employed the cost approach. The S. Hall Rd. Appraisal Report indicates that the site value is developed from the “County Assessment of Property.” The stated source is inappropriate in that it is not a market based source of site value.

32. By not using market based site value information, LeVota violated USPAP SR 1-4(b) i, which states that when a cost approach is necessary for credible assignment results, an appraiser must: “develop an opinion of site value by an appropriate appraisal method or technique”.

33. The cost approach information included in the appraisal report also indicates foundation costs are included in the base, which is correct for a crawl space but incorrect for a basement as this is a separate line item. The report includes a storage shed in the base cost of the dwelling which is also incorrect because it would give the shed the same life as the dwelling. These failures demonstrate LeVota violated USPAP SR 1-4(b)ii, which states when a cost approach is necessary for credible assignment results, an appraiser must, “analyze such comparable cost data as are available to estimate the cost new of the improvements, (if any)”.

34. The S. Hall Rd. Appraisal Report is identified as having been performed for a purchase transaction, however the entire “Contract” section is incomplete. The pending sale is not analyzed, and there is no discussion as to any pending sale, listing or contract. The appraisal report does state “No Contract Available” but there is no discussion regarding why no contract is available or why one wouldn’t be provided for review. By failing to review the contract or properly explain why one did not exist, LeVota violated USPAP SR 1-5(a) which states and appraiser must: “analyze all agreements of sale, options, and listings of the subject property current as of the effective date of the appraisal”.

35. As discussed above, in his preparation of the S. Hall Rd. Appraisal Report LeVota failed to make proper adjustments in the sales comparison approach, failed to provide support for conclusions, and made errors in calculating the cost approach. These failures and errors combined to create a misleading appraisal. Consequently, LeVota violated USPAP SR 2-1(a) which states: each written or oral real property appraisal report must, “clearly and accurately set forth the appraisal in a manner that will not be misleading”.

36. As also discussed above, in his preparation of the S. Hall Rd. Appraisal Report LeVota did not properly support, document and provide rationale for his conclusions and data analysis. Consequently, LeVota violated USPAP SR 2-1(b) which states: each written or oral real property appraisal report must, “contain sufficient

information to enable the intended users of the appraisal to understand the report properly”.

37. In preparing the S. Hall Rd. Appraisal Report, LeVota did not properly identify the intended user of the report. On page one of the report, there is an indication that the appraisal is for a purchase transaction but then the Owner of Public Record, Ruby Lynn, is identified as the Lender/Client. The report is unclear and inconsistent as to who is to use the report. The report also contains generic language in the addendum identifying the client/intended user but is not specific as to who that would be. Consequently, LeVota violated USPAP SR 2-2(b)i which states: the content of a Summary Appraisal Report must be consistent with the intended use of the appraisal and at a minimum, “state the identity of the client and any intended users, by name or type”.

38. In preparing the S. Hall Rd. Appraisal Report, LeVota designated the appraisal as for a purchase transaction. However, there is incomplete information if in fact this was a purchase transaction. The report indicates that no contract was available for review which does not make sense if the report was done for a purchase transaction. There is also no lender identified. The report does not include sufficient information and justification for its designation as a purchase transaction. Consequently, LeVota violated USPAP SR 2-2(b)v which states: the content of a Summary Appraisal Report must be consistent with the intended use of the appraisal and, at a minimum, “state the purpose of the appraisal, including the type of definition of value and its score”.

39. In preparing the S. Hall Rd. Appraisal Report, as discussed above, LeVota failed to fully discuss or support the adjustments made to the comparable sales selected. The sales do not support the adjustments listed as flat adjustments. The cost approach analysis contained in the report fails to support site value, depreciation or cost new calculations included in the report as discussed above as well. Consequently, LeVota violated USPAP SR 2-2(b)viii which states: the content of a Summary Appraisal Report must be consistent with the intended use of the appraisal and, at a minimum, “summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained”.

#### JOINT PROPOSED CONCLUSIONS OF LAW

40. The Commission has jurisdiction over this matter pursuant to § 324.042, RSMo (2010), which 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.

41. The Commission also has jurisdiction over this matter pursuant to pages 17-18, paragraph 45 of the Original Disciplinary Order, which provides, in pertinent part: “LeVota agrees and stipulates that the Commission has continuing jurisdiction to hold a hearing to determine if a violation of this Joint Stipulation has occurred.”

42. The Original Disciplinary Order further provides on page 17, paragraph 45, in pertinent part: “If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the parties agree that the Commission 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.”

43. Section 339.532.2, RSMo, states in part:

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:

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(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) Failure to comply with the Uniform Standards of Professional Appraisal Practice [“USPAP”] promulgated by the appraisal standards board of the appraisal foundation;

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

(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;

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(14) Violation of any professional trust or confidence[.]

44. Section 339.535, RSMo, 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.

45. LeVota's conduct in preparing the Tipton Rd. and S. Hall Rd. Appraisal Reports and the errors and omissions stated herein demonstrate incompetency, misconduct and gross negligence in the performance of the functions and/or duties of a real estate appraiser, providing cause to discipline his real estate appraiser license pursuant to § 339.532.2(5), RSMo.

46. LeVota's conduct violated standards for the development and/or communication of real estate appraisals as provided in or pursuant to §§ 339.500 to 339.549, RSMo, providing cause to discipline his real estate appraiser license pursuant to § 339.532.2(6), RSMo.

47. LeVota's conduct demonstrates a failure and/or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report, and/or communicating an appraisal, providing cause to discipline his real estate appraiser license pursuant to § 339.532.2(8), RSMo.

48. LeVota's conduct demonstrates negligence and/or incompetence in developing an appraisal, in preparing an appraisal report, and/or in communicating an appraisal, providing cause to discipline his real estate appraiser license pursuant to § 339.532.2(9), RSMo.

49. Each of LeVota's USPAP violations constituted a violation of § 339.535, RSMo, providing cause to discipline his real estate appraiser license pursuant to § 339.532.2(7) and (10), RSMo.

50. LeVota's conduct violated the professional trust and confidence he owed to his clients, the intended users of the appraisal report, and the public, providing cause to discipline his real estate appraiser license pursuant to § 339.532.2(14), RSMo.

51. LeVota's conduct demonstrates that LeVota rendered appraisal services in violation of the USPAP Ethics Rule, USPAP Standards 1 and 2, USPAP SR 1-1(a), SR 1-1(c), SR1-2(a), SR 1-3(b), SR 1-4(a), SR 1-4(b)(i), (ii) and (iii), SR 1-5(a) and (b), SR 1-6(a) and (b), SR 2-1(a) and (b), and SR 2-2(b)(i), (v), (viii) and (ix), and § 339.535, RSMo, providing cause to discipline LeVota's license as a state-licensed real estate appraiser pursuant to § 339.532.2, RSMo.

52. By failing to comply with USPAP in the preparation of the Appraisal Reports, LeVota violated § 339.535, RSMo, and the terms of his probation, providing cause to further discipline his license.

## JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties adopt and reaffirm the Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and the Missouri Real Estate Appraisers Commission, and Disciplinary Order (“Original Disciplinary Order”) adopted on or about June 20, 2007 in AHC Case No. 06-1154 which is incorporated herein by reference as if fully stated verbatim.

The parties mutually agree and stipulate that the following conditions shall be added to the Original Disciplinary Order and that these additional conditions (“Additional Conditions”), coupled with the Original Disciplinary Order shall constitute the disciplinary order entered by the Commission in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2008.

53. **Levota’s license is subject to an additional period of probation.** Levota’s license as a real estate appraiser is hereby placed on PROBATION for an additional period of ONE YEAR causing his probationary status to run through December 31, 2014. The amended period of probation shall constitute the “disciplinary period.” During the period of probation, Levota shall be entitled to practice as a real estate appraiser under Chapter 339, RSMo, provided Levota adheres to all the terms of this Settlement Agreement.

54. **Terms and conditions of the disciplinary period.** The Additional Conditions of the disciplinary period which are in addition to those contained in the Original Disciplinary Order are:

A. **During the probation disciplinary period:**

(A) Within six (6) months after the effective date of this Joint Stipulation, LeVota shall submit verification to the Commission of successful completion of a fifteen (15) hour approved National USPAP course, including examination. This class shall be in addition to and not a part of Levota's required continuing education requirements for licensure. The class(es) shall be approved by the Commission, which approval shall not be unreasonably withheld, as sufficient to meet this requirement prior to Levota's enrollment. The cost of the class shall be paid for by Levota.

(B) As an amendment to the terms and conditions contained in paragraph 40 B of the Original Disciplinary Order, Levota shall submit logs on a quarterly basis no later than the 15<sup>th</sup> day of the month immediately preceding the end of a quarter.

(C) For two years after the effective date of this Settlement Agreement, LeVota shall create an informal mentor program with a certified real estate appraiser who is approved by the Commission, who will assist LeVota in reviewing appraisals and answering questions. No appraisal shall be released by LeVota without his Commission approved mentor reviewing such appraisals. In the event that no violations of the conditions of this agreement occur, Levota may petition the Commission for termination of this requirement.

(D) Levota's failure to comply with any condition of discipline set forth herein constitutes a violation of this Settlement Agreement.

(E) Levota will dismiss with prejudice the pending Administrative Hearing Commission matter, Case No. 09-1074 RA, within 15 days of the effective date of this agreement.

55. Upon the expiration of the disciplinary period, the license of Levota shall be fully restored if all requirements of this agreement have been satisfied; provided, however, that in the event the Commission determines that Levota has violated any term or condition of this Settlement Agreement, the Commission may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke, or otherwise lawfully discipline Levota's license.

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

57. This Settlement Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by Levota of Chapter 339, RSMo, as amended, or the regulations promulgated there under, or of the terms and conditions of this Settlement Agreement.

58. This Settlement Agreement does not bind the Commission 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 Commission or may be discovered.

59. If any alleged violation of this Settlement Agreement occurs during the disciplinary period, the parties agree that the Commission 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. Levota agrees and stipulates that the Commission has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

61. 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.

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

63. Levota, together with his partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit,

and forever discharge the Commission, 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.

64. Levota understands that he may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Levota's license. If Levota desires the Administrative Hearing Commission to review this Settlement Agreement, Levota may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 West High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

65. If Levota 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 Levota's license. If Levota does not request

review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Commission.

**III. Conclusion**

In consideration of the foregoing, the parties consent to the entry of record and approval of this Amended Joint Stipulation and to the termination of any further proceedings before this Commission based upon the Amended Complaint filed by the Commission in the above-captioned cause.

LICENSEE

MISSOURI REAL ESTATE APPRAISERS  
COMMISSION

Samuel L. Levota Vanessa Beauchamp  
Samuel L. Levota Vanessa Beauchamp.  
Executive Director

Date 10/6/2010 Date 10-18-10

GIBBS POOL AND TURNER, P.C.

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