

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

J. Robert Hunter (Hunter) and the Missouri Real Estate Appraisers Commission (MREAC) enter into this Settlement Agreement for the purpose of resolving the question of whether Hunter's certification as a residential real estate appraiser, no. RA002044, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREAC under § 621.110, RSMo Cum. Supp. 2009. The MREAC and Hunter 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.

Hunter 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 Hunter 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, Hunter 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.

Hunter 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. Hunter stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Hunter's certification as a residential real estate appraiser, certificate no. RA002044, 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 Hunter in Part II herein is based only on the agreement set out in Part I herein. Hunter 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 Hunter herein jointly stipulate to the following:

1. J. Robert Hunter is certified by the MREAC as a state-certified residential real estate appraiser, certificate no. RA002044. Hunter's certification was at all times herein current and active.

2. 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.

3. On February 1, 2008, Hunter supervised the preparation of and/or prepared an appraisal report for 19280 Gum Road, Joplin, Mo (Gum Road Appraisal Report). The effective date of the Gum Road Appraisal Report was February 2, 2008 with an estimated value of \$201,000.

4. The preparation of the Gum Road Appraisal Report was to be prepared in compliance with the Uniform Standards of Professional Appraisal Practice, 2008 - 2009 edition. The cited provisions of USPAP, 2008 - 2009 edition are attached hereto as Exhibit A.

5. Based on the following errors and omissions in the preparation of the Gum Road Appraisal Report, which constituted and involved incompetence, carelessness, gross negligence, failure to exercise reasonable diligence, and a violation of a professional trust and confidence owed to his clients and the public, Hunter is in violation of Section 339.535, RSMo; the USPAP Ethics Rule; the USPAP Competency Rule; USPAP Scope of Work Rule; USPAP Standards 1 and 2; and USPAP Standards Rules 1-1(a) and (c), 1-2(h), 1-4(a) and (b)(i), 1-6(a), 2-1(b), 2-2(b)(vii) and (viii), and 2-3, 2008 - 2009 edition:

- a. In the Cost Approach, Hunter did not state the Estimated Site Value used in the Cost Approach and did not provide the addendum noted in the comments;
- b. In the comments on the Cost Approach, Hunter states, “See attached building sketch,” and “see attached addendum for comments regarding the Cost Approach to value,” where neither addendum was attached;
- c. Hunter did not correctly employ the Sales Comparison Approach to value by failing to make consistent adjustments for differences in acreage for all comparison homes;
- d. Hunter also failed to include information, analysis, and adjustments for the comparable sales for significant characteristics such as heating/cooling, age and location;
- e. Hunter failed to date the report;

- f. Hunter did not properly identify or perform the scope of work necessary to develop credible assignment results;
- g. Hunter failed to adequately report sufficient information to allow its intended users to properly understand the appraisal report;
- h. The reconciliation of the sales comparison approach and final reconciliation was incomplete and missing the referenced addendums; and
- i. Hunter failed to include the required certification.

6. Based on the facts and violations set forth above, cause exists to discipline

Hunter's license as a state-licensed residential real estate appraiser pursuant to

§ 339.532.2(5), (6), (7), (8), (9), (10), and (14), RSMo, which states:

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

.....

(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;

(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 [.]

II.

Joint Agreed Disciplinary Order

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

1. **Hunter's certification is revoked and all indicia of licensure shall be surrendered immediately.** Hunter's certification as a residential real estate appraiser is hereby REVOKED and ALL INDICIA OF CERTIFICATION SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

2. This Settlement Agreement does not bind the MREAC or restrict the remedies available to it concerning any future violations by Hunter of §§ 339.500 to 339.549, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

3. 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.

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

5. 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.

6. 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.

7. Hunter, 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

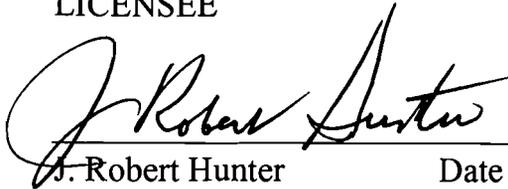
members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims 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.

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

9. If Hunter 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 Hunter's certification. If

Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREAC.

LICENSEE


J. Robert Hunter Date

MISSOURI REAL ESTATE
APPRAISERS COMMISSION


Vanessa Beauchamp, Executive Director
Date: 12-16-10

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