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APR 23 2010
MO. ATTORNEY GENERAL

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE APPRAISERS COMMISSION
AND
KRIS CASBURN

Kris Casburn (Casburn) and the Missouri Real Estate Appraisers Commission (MREAC) enter into this Settlement Agreement for the purpose of resolving the question of whether Casburn's license as a real estate appraiser, no. 2004032819, 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. 2008. The MREAC and Casburn jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2008.

Casburn 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

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

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 Casburn 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, Casburn 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.

Casburn 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. For the sole purpose of settling, Casburn stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Casburn's license as a real estate appraiser, license no. 2004032819, is subject to disciplinary action by the MREAC in accordance with the relevant provisions of Chapter 621, RSMo Cum. Supp. 2008, and §§ 339.500 to 339.549, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREAC and Casburn in Part II herein is based only on the statements set out in Part I herein. Casburn 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 Casburn herein jointly stipulate to the following:

1. On January 16, 2008, Casburn supervised the preparation and/or prepared an appraisal report for 604 NE Bristol Drive, Lee's Summit, Missouri (the NE Bristol Drive Appraisal Report).

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. The preparation of the NE Bristol Drive 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.

4. Based on the following errors and admissions in the preparation of the NE Bristol Drive Appraisal Report, Casburn is in violation of Section 339.535, RSMo, the USPAP Ethics Rule, the USPAP Scope of Work Rule, and USPAP Standards 1 and 2:

A. Casburn failed to inspect the interior or exterior of the subject property and instead relied on an appraisal completed by another appraiser

subject property's neighborhood were available;

C. Casburn stated that he inspected the subject property on January 6, 2008, but reported the effective date of the report as January 3, 2008;

D. Casburn failed to identify the extraordinary assumption that he based the interior property information on a prior appraisal report completed by another appraiser;

E. Casburn failed to disclose how the information in the report was collected;

F. Casburn communicated the assignment results in a misleading manner;

G. Casburn's report failed to contain sufficient information to enable the intended user to understand the report properly;

H. The appraisal was misleading and not credible;

5. Casburn's conduct in the preparation of the appraisal report, as set forth above, constitutes a failure and refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report, and communicating an appraisal;

6. Casburn's conduct in the preparation of the appraisal report, as set forth above, constitutes a violation of the standards for the development and communication of real estate appraisals as provided in §§339.500 to 339.549, RSMo;

7. On July 30, 2008, in response the MREAC's request to "identify each person known or believed by you to have assisted in developing and/or reporting the results of the

appraisal, and a description of the nature of the assistance”, Casburn wrote: “The appraisal development and reported results were completed by me.”

8. Based on the facts and violations set forth above, cause exists to discipline Casburn’s license as a state-licensed real estate appraiser pursuant to § 339.532.2 (7) 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:

.....

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

.....

(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. 2008.

1. **Casburn’s license is on probation.** Casburn’s license as a real estate appraiser is hereby placed on PROBATION for a period of (2) TWO YEARS. The period of probation shall constitute the “disciplinary period.” During the disciplinary period, Casburn

shall be entitled to practice as a real estate appraiser under §§ 339.500 to 339.549, RSMo, as amended, provided Casburn adheres to all the terms of this agreement.

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

A. Casburn shall submit written reports to the MREAC by no later than October 1 and April 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 1, 2010. 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. Casburn is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Casburn 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 October 1 and April 1 during each year of the disciplinary period. The first log shall be submitted on or before October 1, 2010. 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. Casburn is responsible for assuring that the logs are submitted to

and received by the MREAC. Upon MREAC request, Casburn shall submit copies of his work samples for MREAC review.

C. Within six months after the effective date of this Settlement Agreement, Casburn shall submit verification to the MREAC of successful completion of the fifteen-hour approved National USPAP course, including examination. This course will not replace the 7-hour National USPAP course required by the general continuing education requirements.

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

E. During the disciplinary period, Casburn 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, Casburn 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.

F. During the disciplinary period, Casburn 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. Casburn shall

notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.

G. Casburn 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.

H. During the disciplinary period, Casburn 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 Casburn's license 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.

I. Casburn 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.

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

K. If, at any time within the disciplinary period, Casburn 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.

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

4. 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.

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

6. 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.

7. 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.

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

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

9. 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.

10. 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.

11. Casburn, together with his partners, shareholders, officers, directors, 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.

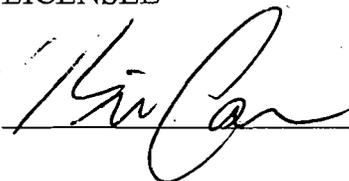
12. Casburn understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Casburn's license. If Casburn desires the Administrative Hearing Commission to review this Settlement Agreement, Casburn 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.

13. If Casburn 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 Casburn's license. If Casburn 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 MREAC.

LICENSEE

Kris Casburn

Date

 4/20/2010

Brydon, Swearingen, & England, P.C.

Jamie J. Cox 10x 4-23-10
Date
Missouri Bar No. #52777

312 E. Capitol Ave.
P.O. Box 456
Jefferson City, MO 65102

Missouri Real Estate Appraisers
Commission

Vanessa Beauchamp
Vanessa Beauchamp, Executive Director
Date: 4-30-10

CHRIS KOSTER
Attorney General

Yamini A. Laks 4/23/10
Date
Assistant Attorney General
Missouri Bar No. 61452

Supreme Court Building
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-9623
Telefax: 573-751-5660
Yamini.laks@ago.mo.gov

Attorneys for the MREAC