



SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE APPRAISERS COMMISSION 03/03/20 MAR 11 2
AND
TIM REAVIS

Tim Reavis (“Reavis”) and the Missouri Real Estate Appraisers Commission (“MREAC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Reavis’s certification as a real estate appraiser, certificate no. RA003020, 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. 2012. The MREAC and Reavis jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2012.

Reavis 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

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

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

1. Reavis is certified by the MREAC as a real estate appraiser, no. RA003020. At all time relevant herein, Reavis's certification was current and active.
2. On or about November 28, 2008, Reavis met Vicki Wilson ("Wilson") at her property and discussed Reavis performing appraisals of three of Wilson's properties.
3. Wilson and Reavis agreed upon a price of \$625.00 for the appraisal of Ms. Wilson's three properties.
4. Wilson wrote a check in the amount of \$625.00 payable to Reavis.
5. Reavis cashed Wilson's check.

6. Wilson never received from Reavis the written appraisals with comparables, photos, and information on her property. Ms. Wilson made numerous attempts to obtain from Reavis the promised written appraisals or the refund of her money.

7. Reavis failed to provide Wilson with the written appraisals for the three properties.

8. On or about March 9, 2009, Wilson filed a complaint with the MREAC regarding Reavis.

9. The MREAC investigated this complaint.

10. On or about July 1, 2009, Mr. Reavis admitted to the MREAC's investigator that he had not provided Wilson with the written appraisals for the three properties.

11. On or about September 30, 2011, Reavis reimbursed Ms. Wilson the full amount of \$625.00.

12. On or about September 19, 2012, Reavis, at the request of the MREAC, completed a fifteen (15) hour National Uniform Standards of Professional Appraisal Practice course.

13. On or about September 29, 2012, at the request of the MREAC, Reavis completed a five (5) hour Business Practices and Ethics Course.

14. Section 339.532.2, RSMo Cum. Supp. 2012, provides in relevant 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:

- (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;

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

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

15. Because Reavis accepted the \$625.00 fee, and then failed to deliver the signed appraisal report to Wilson, cause exists to discipline Reavis's certification pursuant to § 339.532.2 (6) and (8), RSMo.

16. Reavis's conduct of failing to provide the written appraisal report is a violation of professional trust or confidence, and provides cause to discipline Reavis's certificate pursuant to §339.532.2(14), RSMo.

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. 2012.

1. Reavis's certification as a real estate appraiser is hereby PUBLICLY CENSURED.

2. This Settlement Agreement does not bind the MREAC or restrict the remedies available to it concerning any future violations by Reavis of §§ 339.500 to 339.543, 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. Reavis, 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. Reavis 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 Reavis's certification. If Reavis desires the Administrative Hearing Commission to review this Settlement Agreement, Reavis 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 Reavis 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 Reavis's certification. If Reavis 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

Jim Reavis
Tim Reavis

Date 3-5-13

MISSOURI REAL ESTATE
APPRAISERS COMMISSION

Vanessa Beauchamp
Vanessa Beauchamp, Executive Director

Date 3-11-13

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