

**BEFORE THE STATE OF NEW MEXICO
REAL ESTATE APPRAISERS BOARD**

IN THE MATTER OF:)	
)	
HARVEY LEE MORRIS)	Case No. 27, 11-07-14
License number: 02932-G)	
)	
Respondent.)	

STIPULATED AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint on July 14, 2011, stating that Harvey Lee Morris, (“Respondent”), completing market evaluations which were not in compliance with applicable requirements and standards such that the appraisal did not adequately support the appraiser’s opinion of value and therefore violated various sections of USPAP and New Mexico Real Estate Appraisers Statutes and Regulations; and

WHEREAS, on June 18, 2012, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Actions (“NCA”), against licensee, Respondent; and

WHEREAS, Respondent is willing to resolve this matter in an amicable fashion and without the issuance of a NCA, as required under the Uniform Licensing Act (“ULA”), and without the need for a formal hearing; and

WHEREAS, the Board believes that this Stipulated Agreement (“Agreement”) is appropriate and in the best interests of both the Board and the Respondent.

IT IS STIPULATED AND AGREED AS FOLLOWS:

1. **Jurisdiction.** Respondent is licensed under the New Mexico Real Estate

subject to the jurisdiction of the New Mexico Real Estate Appraisers Board (“Board”).
The Board has jurisdiction over the Respondent and the subject matter.

2. **Violations.** Respondent acknowledges that the Board alleges that this disciplinary action is for appraisal work regarding the appraiser’s extraordinary assumptions which were claimed to be incorrect creating a negative impact on the final opinion of value and the appraisal not supporting the appraiser’s opinion of value thereby violating provisions of the New Mexico Real Estate Appraiser’s Act and rules and regulations of the Board adopted pursuant to the Act. Respondent acknowledges that the Board alleges that his actions were in violation of NMSA 1978, Section 61-30-15 (2011) and the Board alleges that he failed to comply with the provisions of the following USPAP rules: Standard Rule 1-1 (a), (b) and (c); Standard Rule 1-3 (a) and (b); Standard Rule 1-4 (a) and (e); Standard Rule 1-5 (a) and (b); Standard Rule 2-1 (a), (b) and (c); Standard Rule 2-2 and Standard Rule 2-3.

3. **Discipline.** This Agreement constitutes disciplinary action by the Board against the Respondent. The complaint and this Agreement shall be reported to the Appraisers Subcommittee (ASC) National Registry as discipline action against licensee.

4. The Board shall take no further action against Respondent with respect to the matters alleged in this case, provided that Respondent complies with the following:

- A. Respondent shall successfully complete the fifteen (15) hours online USPAP course, including passing all testing requirements.
- B. Respondent shall successfully complete the Appraisal Institute’s “General Report Writing and Case Studies thirty (30) hour classroom course and successfully pass the two hour exam.

C. The above required courses shall not be used towards Continuing Education licensure renewal requirements.

E. Respondent shall provide documentary proof from the course providers of successful and timely completion of all courses to the Board within **one (1) year** of the Board's approval of this Agreement.

5. **Waivers.** Respondent acknowledges, agrees and stipulates that by signing this agreement he is waiving the following rights as they pertain to the misconduct described herein:

A. Respondent enters into this Agreement voluntarily and waives his right to have these matters heard in the manner described in the ULA, NMSA 1978, §61-1-1 through §61-1-33 (2003), including the right to a full evidentiary hearing on the charges made in the complaint against him, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such a hearing.

B. Respondent waives all rights to have this matter heard within the time frame established by the ULA in order for the Board to consider this Agreement.

C. Respondent waives his right to assert a claim of bias or move to excuse any Board member based upon the Board member's consideration of this Agreement.

D. Respondent's waiver of these rights contained herein is made knowingly, intentionally, and voluntarily.

6. Respondent acknowledges that the Board has the statutory, administrative and regulatory authority and thereby jurisdiction to investigate and adjudicate allegations of professional misconduct committed by Appraisers. NMSA 1978, § 61-30-4 (1993 as amended through 2003) and NMSA 1978, § 61-30-7 (1990 as amended through 2003). Upon execution of this Agreement, Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, file Notices of Contemplated Actions, and take the actions described herein.

7. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed with an NCA. The terms of this Agreement or statements made by Respondent in support of this Agreement shall **not** be used against Respondent in a subsequent proceeding concerning the claims alleged in the complaint.

8. This Agreement when signed by both Respondent and the Board Chairperson is binding upon the Board and the Respondent.

9. Upon the Board Chairperson affixing his signature to the attending Order indicating the Board's approval of this agreement, copies of the documents shall be mailed to Respondent's Counsel by Certified Mail. Mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of the agreement. The time limitations for Respondent's compliance with the requirements of this agreement shall commence three days after said mailing by the Board.

10. Upon fulfillment of the above requirements, the Board will consider this matter closed and resolved and will contemplate no further action against Respondent's license for the conduct made the subject matter of this Agreement. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar

or other misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed through this Agreement and the accompanying Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

11. This Agreement is a settlement of Board case number 27, 11-07-14 and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Real Estate Appraisers Act and/or the Rules and Regulations adopted by the Board pursuant to the act. Respondent understands and acknowledges that her action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

12. The complaint and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E) (1993). Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the New Mexico Real Estate Appraisers Practice Act.

13. Respondent understands, acknowledges and stipulates that any violation(s) by Respondent of this Agreement will immediately result in the filing of an Order to Show Cause as to why the Board should not find the Respondent in violation of the Agreement and impose any and all lawful sanctions at its disposal including but not limited to revocation, suspension or denial of a license, restrictions on scope of practice, imposition of fees, penalties and costs and/or taken any other disciplinary action authorized pursuant to the New Mexico Real Estate Appraisers Act and/or the Uniform Licensing Act.

14. Respondent voluntarily enters into and signs this Agreement and affirms that no promises or representations have been made to him other than the terms and conditions expressly stated herein.

15. Respondent acknowledges that he is represented by Ms. Bridget Jacober, attorney, and he has had the opportunity to have his counsel review this Agreement and his decision to enter into this Agreement. Respondent acknowledges that he has read this entire document and he agrees and stipulates to the terms of this agreement. Respondent knowingly, intentionally, and voluntarily executes this Settlement Agreement.



Harvey Lee Morris
Respondent
9448 Hondo Rd.
Las Cruces, New Mexico 88012
(575) 636-2003



Date

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REAL ESTATE APPRAISERS BOARD**

IN THE MATTER OF:)

HARVEY LEE MORRIS)

License number: 02932-G)

Respondent.)

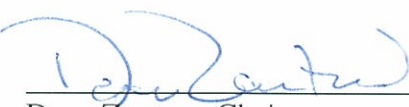
Case No. 27, 11-07-14

ORDER

This matter having come before the New Mexico Real Estate Appraisers Board on 12-7
_____, 2012 and with a quorum being present and a majority voting for the action designated
below, this Stipulated Agreement is:

Accepted

Rejected



Dean Zantow, Chairperson
New Mexico Real Estate Appraisers Board
P.O. Box 25101
Santa Fe, New Mexico 87505
(505) 476-4622

12.7.12

Date