

**State of New Hampshire
Real Estate Appraisers Board
Concord, New Hampshire 03301**

OCT 26 2012

In the matter of:
James C. Walker
No.: 11.14
(Misconduct Allegations)

SETTLEMENT AGREEMENT

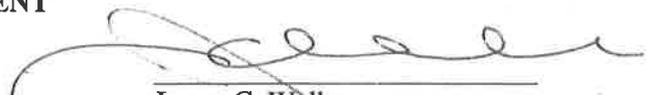
In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate appraisals, the New Hampshire Real Estate Appraiser Board ("Board") and James C. Walker ("Walker"), an appraiser licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 310-B:17-a or RSA 310-B:17-b; RSA 310-B:18; RSA 310-B:19; and Real Estate Appraisers Rule ("Rab") Part 205, 206 and 208, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by appraisers. Pursuant to Rab 205.02 (c) and (d), the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Walker a license to practice in the State of New Hampshire in 1990. Walker holds license number NH CG 67. Walker practices as a Certified General Appraiser for White Mountain Appraisals, Inc., 760 Main Street, P.O. Box 277, Franconia, New Hampshire 03580.
3. It was alleged that Walker's appraisal report contained errors rendering it misleading.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to the appraisal report in question.
5. The Board's investigation revealed and Walker admits that his appraisal violates USPAP in the following ways
 - i. Under USPAP 2-1 (a), (b) and (c), Walker erred by failing to:
 - (a) clearly and accurately set forth the appraisal in a manner that will not be misleading.
 - (b) contain sufficient information to enable the intended users of the appraisal to understand the report property
 - (c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions and limiting conditions used in the assignment.
 - ii. Under USPAP 2-2 (b) (viii), Walker erred by failing to:
 - (a) clearly summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports his analyses.
 - (b) specify that the highest and best use section applied only to the large parcel, and not to any smaller parcels discussed in the report. Additionally, the summary page of highest and best use should have summarized the highest and best use of each parcel.
6. The Board finds that Walker committed the acts described above and concludes that, by engaging in such conduct, Walker violated RSA 310-B:18, RSA 310-B:18-a.
7. Walker acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Walker's license to practice as a real estate appraiser in the State of New Hampshire.
8. Walker consents to the Board imposing the following discipline, pursuant to RSA 310-B:18:

- i. Walker is required to meaningfully participate in a seven (7) hour program of continuing education in the area of Highest and Best Use or Report Writing. Passing grades to be obtained on any exams. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of the Board Approval of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Walker shall notify the Board and provide written proof of completion.
 - ii. Walker is assessed an ADMINISTRATIVE FINE in the amount of \$2,000.00. Walker shall pay this fine in full within thirty (30) days of the effective date of the Board Approval of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 57 Regional Drive, Concord, New Hampshire.
 - iii. For a continuing period of six (6) months from the effective date of this settlement agreement, Walker shall furnish a copy of this Settlement Agreement to any employer to which Walker may apply for work as an appraiser and to any agency or authority that licenses, certifies or credentials appraisers, to which Walker may apply for any professional privileges or recognition, if required during the application process.
9. Walker's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 310-B:18, II, and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Walker in the future. Additionally, the Board may consider the fact that discipline was imposed by the Order as a factor in determining appropriate discipline should any further misconduct be proven against Walker in the future.
11. This *Settlement Agreement* shall become a permanent part of Walker's file, which is maintained by the Board as a public document.
12. Walker voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Walker executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Walker understands that the Board's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Walker has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
16. Walker is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. Walker certifies that he has read this document titled *Settlement Agreement*. Walker understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Walker fully understands the nature, qualities and dimensions of these rights. Walker understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 10/25/12



James C. Walker
Respondent

FOR THE BOARD

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 11/2/12



(Signature)

Bobbie Carter
(Print or Type Name)

Authorized Representative of the New
Hampshire Real Estate Appraiser Board

Board members recused: Brian Underwood, Len Gerzon.