



1           4. Respondent understands that this Consent Agreement or any part of the  
2 agreement may be considered in any future disciplinary action by the Board against him.

3           5. The Consent Agreement, any record prepared in this matter, all investigative  
4 materials prepared or received by the Board and all related exhibits and materials, are  
5 public records upon acceptance by the Board of this Consent Agreement and may be  
6 retained in the Board's files pertaining to this matter.

7           6. Respondent understands this Consent Agreement deals with Board case  
8 number P23-088 involving allegations that Respondent engaged in conduct that would  
9 subject him to discipline under the Board's statutes and rules. The investigation into  
10 these allegations against Respondent shall be concluded upon the Board's adoption of  
11 this Consent Agreement.

12           7. Respondent understands that this Consent Agreement does not constitute a  
13 dismissal or resolution of any other matters currently pending before the Board, if any,  
14 and does not constitute any waiver, express or implied, of the Board's statutory authority  
15 or jurisdiction regarding any other pending or future investigation, action or proceeding.

16           8. Respondent also understands that acceptance of this Consent Agreement does  
17 not preclude any other agency, subdivision, or officer of this State from instituting any  
18 other civil or criminal proceedings with respect to the conduct that is the subject of this  
19 Consent Agreement.

20           9. Respondent acknowledges and agrees that, upon signing this Consent  
21 Agreement and returning this document to the Board's Executive Director, he may not  
22 revoke his acceptance of the Consent Agreement or make any modifications to the  
23 document regardless of whether the Consent Agreement has been signed on behalf of the  
24 Board. Any modification to this original document is ineffective and void unless  
25 mutually agreed by the parties in writing.

26           10. This Consent Agreement is subject to the approval of the Board and is  
27 effective only when accepted by the Board and signed on behalf of the Board. If the  
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

1 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the  
2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
3 evidentiary value and shall not be relied upon nor introduced in any action by any party,  
4 except that the parties agree that should the Board reject this Consent Agreement and this  
5 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced  
6 by its review and discussion of this document or any records relating thereto.

7 11. If a court of competent jurisdiction rules that any part of this Consent  
8 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement  
9 shall remain in full force and effect.

10 12. Respondent understands that any violation of this Consent Agreement may  
11 result in disciplinary action, including suspension or revocation of the registration under  
12 A.R.S. § 32-150.

13 13. Respondent agrees that the Board will adopt the following Findings of Fact,  
14 Conclusions of Law and Order.

15 **FINDINGS OF FACT**

16 1. The Board is the duly constituted authority for the regulation and control of  
17 the practice of Land Surveying in the State of Arizona.

18 2. Respondent is the holder of Arizona Land Surveyor Registration No. 45495.

19 4. On or about November 28, 2022, Respondent prepared and sealed a record of  
20 survey and legal descriptions for a minor land division project in Pinal County, Arizona.

21 5. On or about February 27, 2023, the Board received a complaint alleging that  
22 Respondent was hired and conducted a survey, recorded new deeds, and then did a parcel  
23 split with new parcel numbers in Pinal County, AZ, which were incorrect. It was also  
24 alleged that the zip code on the new deed was incorrect, the amount of acres written on  
25 each new parcel was not provided, and the recorded descriptions were incorrect. It was  
26 further alleged that Respondent failed to respond to questions about why the deed was  
27 incorrectly written and notarized without Alleger's signature.

28 6. On or about January 25, 2024, an Enforcement Advisory Committee

1 (“EAC”) meeting was convened to review the complaint against Respondent.

2 A. During his interview, Respondent acknowledged the following:

3 I. Not providing a written scope of work to his client.

4 II. Being unaware of Pinal County’s minor land division process, and  
5 therefore not adhering to the process requirements.

6 III. Using the east quarter corner of the property as the basis of bearing  
7 for the survey, but neglecting to document it on his record of  
8 survey.

9 IV. Recording the west section line of the property in his legal  
10 description, but neglecting to include it on his record of survey.  
11

12 B. The EAC Committee determined that Respondent failed to conduct a land  
13 boundary survey in accordance with Arizona Boundary Survey Minimum  
14 Standards (“ABSMS”), as evidenced by the following identified  
15 deficiencies in Respondent’s record of survey and legal descriptions:

16 I. Failing to obtain and examine the record documents needed to  
17 perform the survey as required in ABSMS #2.

18 II. Failing to affix his license number to found monuments that did not  
19 have any record or physical evidence identifying their creator as  
20 required in ABSMS #8B.

21 III. Failing to include a basis of bearing in his record of survey as  
22 required in ABSMS #11A.

23 IV. Failing to include a legend or table that identifies and explains all  
24 symbology and abbreviations in his record of survey as required in  
25 ABSMS #11D.

26 V. Failing to include a list of pertinent reference documents that were  
27 used as a basis for the survey as required in ABSMS #11E.  
28

1 VI. Failing to prepare a written property description, providing  
2 information to properly locate the property and distinctly set it  
3 apart from all other property as required in ABSMS #14.

4 C. The EAC Committee determined that Respondent failed to apply the  
5 appropriate technical knowledge and skill while providing Land Surveying  
6 services for the minor land division project through:

7 I. Failing to adhere to the ABSMS on Respondent's record of survey  
8 and legal descriptions.

9 II. Failing to adhere to Pinal County's minor land division process by:

10 a) Failing to file, or have his client file, an application  
11 with Pinal County for a minor land division.

12 b) Failing to obtain a title report to be included in the  
13 required minor land division application.

14 c) Failing to provide separately sealed legal descriptions  
15 for the minor land division.  
16

17 D. Ultimately, the Committee found that Respondent engaged in gross  
18 negligence through the identified discrepancies in Respondent's record of  
19 Survey and legal descriptions, a lack of knowledge and adherence to Pinal  
20 County Minor Land Division process, poor communication with the clients  
21 regarding the scope of work, and the excessive length of time for the  
22 project to be completed.  
23

24 **CONCLUSIONS OF LAW**

25 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

26 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
27 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(13), in that  
28 Respondent failed to conduct a land boundary survey in accordance with the Arizona

1 Boundary Survey Minimum Standards.

2 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
3 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(6), in that  
4 Respondent failed to apply the appropriate technical knowledge and skill in the practice  
5 of a Board regulated profession.

6 4. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
7 pursuant to A.R.S. § 32-128(C)(2), in that Respondent engaged in gross negligence as  
8 defined in A.A.C. R4-30-101(13) while providing professional services to the public.

9 **ORDER**

10 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues  
11 the following Order:

12 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of  
13 Reprimand.

14 2. STAYED SUSPENSION AND PROBATION. As of the effective date of  
15 this Order, Respondent's registration as a Registered Land Surveyor, No. 45495, shall be  
16 suspended for Twelve (12) Months; however, the suspension shall be stayed for as long  
17 as Respondent remains in compliance with this Order. During the period of stayed  
18 suspension, Respondent's registration as a Registered Land Surveyor shall be placed on  
19 probation. If Respondent is non-compliant with any term of this Order during the  
20 probationary period, the stay of suspension shall be lifted and Respondent's registration  
21 as a Registered Land Surveyor shall be automatically suspended without formal hearing,  
22 and remain suspended until Respondent is compliant with all terms of this Order.

23 3. PEER REVIEW. Respondent shall submit his next three (3) Land Surveying  
24 projects for peer review. Within Six (6) Months of the effective date of this Consent  
25 Agreement, Respondent shall furnish to Board staff, the name of an Arizona registered  
26 Land Surveyor ("Peer Reviewer") who agrees to review and report on Respondent's  
27 work. The proposed Peer Reviewer shall have at least five (5) years of actual  
28 engagement as a Land Surveyor with expertise in Land Surveying, shall be registered and

1 in good standing with the Board and shall not have received any disciplinary action from  
2 the Board within the last three (3) years. Respondent shall provide Board staff with the  
3 name, registration number, contact information, and a current resume detailing the  
4 qualifications of the proposed Peer Reviewer. Upon approval by Board staff of the Peer  
5 Reviewer, Respondent shall ensure that the Peer Reviewer provides a written report  
6 directly to Board staff after each peer reviewed project describing any deficiencies in  
7 Respondent's practice, and certifying that the peer reviewed project provided to the client  
8 by the Respondent is in compliance with Board rules and statutes. Respondent shall not  
9 give final approval on any projects to a client, contractor, any regulatory or review body  
10 or any other person until the project has been reviewed and approved by the Peer  
11 Reviewer. Respondent shall retain the Peer Reviewer at his own expense.

12 4. ADMINISTRATIVE PENALTY. Within Twelve (12) Months from the  
13 effective date of this Consent Agreement, Respondent shall pay an administrative penalty  
14 of Three Thousand Five Hundred Dollars (\$3,500.00) by certified check or money order  
15 made payable to the State of Arizona Board of Technical Registration.

16 5. COST OF INVESTIGATION. Within Twelve (12) Months from the  
17 effective date of this Consent Agreement, Respondent shall pay the cost of investigation  
18 of this case to the Board in the amount of Seven Hundred Eighty-Nine Dollars (\$789.00)  
19 by certified check or money order made payable to the State of Arizona Board of  
20 Technical Registration, according to the provisions of A.R.S. § 32-128(H).

21 6. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,  
22 as well as, all rules governing the practice of Land Surveying in the State of Arizona.  
23 The Board shall consider any violation of this paragraph to be a separate violation of the  
24 rules and statutes governing the Arizona Board of Technical Registration. The Board may  
25 also consider Respondent's non-compliance with this Order as a separate violation of  
26 A.R.S. § 32-150.

27 7. RENEWAL OF REGISTRATION. During the probationary period,  
28

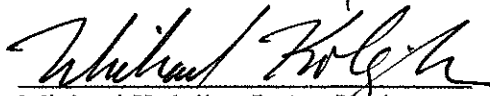
1 Respondent shall timely renew his Arizona registration as a Registered Land Surveyor,  
2 and timely pay all required registration fees.

3 8. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
4 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
5 effective date is the later of the two dates.

6 9. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with  
7 complying with this Consent Agreement.

8 10. NONCOMPLIANCE. If Respondent violates this Order in any way or fails  
9 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity  
10 to be heard, may revoke, suspend or take other disciplinary actions against the  
11 registration. The issue at such a hearing will be limited solely to whether this Order has  
12 been violated.

13 ACCEPTED and ORDERED this 27<sup>th</sup> day of February, 2024.

14  
15   
16 Michael Kolejka, R.A., Chairman  
17 Arizona State Board of  
18 Technical Registration

19 Consent Agreement and Order, No. P23-088 accepted this 27 day of  
20 FEBRUARY, 2024.

21  
22   
23 Robert Phillips, Respondent  
24  
25  
26  
27  
28



1 **ORIGINAL** filed this 29th day of

2 February, 2024, with:

3 Arizona State Board of Technical Registration  
4 1110 W. Washington, Suite 240  
5 Phoenix, AZ 85007

6 **COPY** of the foregoing mailed via Certified Mail  
7 No. 9214 8901 9434 4600 0961 55 and

8 First Class mail this 29th day of February, 2024, to:

9 Robert Phillips  
10 4173 E. Meadow Creck Way  
11 San Tan Valley, AZ 85140

12  
13 By: *Daniel Carthel*