

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of )  
NATIVIDAD GRAJEDA-WEBER ) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Natividad Grajeda-Weber (Grajeda-Weber) do hereby agree and stipulate to the following:

FINDINGS OF FACT  
&  
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Grajeda-Weber was licensed as a principal broker doing business under the registered business name of Coastal Dreams Real Estate LLC.

1.2 The Agency received several complaints against Grajeda-Weber, and on March 13, 2020, an investigation was opened.

1.3 On February 5, 2018, Maria Robledo (M. Robledo) died intestate and was the owner of 8477 Hwy 20, Toledo, Oregon (subject property). M. Robledo's son Ricardo Robledo (R. Robledo) lived on the subject property in a trailer. According to the family, R. Robledo could not read and write well or comprehend financial documents.

1.4 On April 23, 2018, a small estate affidavit was filed in Lincoln County, naming R. Robledo as Maria's successor. The affidavit noted the property's fair market value was \$200,000 and the personal property value was \$30,000.

1.5 On April 25, 2018, Grajeda-Weber listed the property for sale in the Lincoln County MLS for \$290,000, R. Robledo was named as the owner. Included as an attachment to the listing were the Seller's Property Disclosure Statement, Private Well Addendum, Lead-Based Paint Disclosure, and Woodstove/Fireplace Insert Addendum, all signed by R. Robledo

1 on April 25, 2018.

2 1.6 When she was asked how she determined the listing price, Grajeda-Weber said  
3 she prepared a comparative market analysis. Grajeda-Weber failed to provide the Agency  
4 with a copy of the analysis during the investigation when it was requested.

5 **(1) Violation:** By failing to keep a copy of the comparative market analysis in her  
6 transaction file, Grajeda Weber violated ORS 696.301(3) as it incorporates ORS 696.280(1)  
7 (2017 Edition) and OAR 863-015-0250(1) (01/01/2018 Edition). ORS 696.280(1) requires a  
8 licensed real estate property manager or principal real estate broker to maintain within this  
9 state, except as provided in subsection (6) of this section, complete and adequate records of  
10 all professional real estate activity conducted by or through the licensed real estate property  
11 manager or principal real estate broker. OAR 863-015-0250(1) requires complete and  
12 adequate records of professional real estate activity include complete, legible, and permanent  
13 copies of all documents required by law or voluntarily generated during a real estate  
14 transaction, including all offers received by or through real estate brokers or principal brokers  
15 to the client, including, but not limited to, the following: as noted in sections (a)-(g).

16 1.7 Grajeda-Weber contacted the title company to find out who the owner was and  
17 found it was still M. Robledo. Grajeda-Weber stated this was when the family decided to fill  
18 out the affidavit. Grajeda-Weber stated Margaret Brown (Brown), R. Robledo's sister, told her  
19 R. Robledo had the rights to sell the property. Grajeda-Weber took no other action to  
20 ascertain if R. Robledo had the authority to sell the subject property.

21 **(2) Violation:** Before listing the property, steps should have been taken to ensure R.  
22 Robledo had the legal authority to sell the property and by failing to do so, Grajeda-Weber  
23 violated ORS 696.301(3) as it incorporates ORS 696.805(3)(a) (2017 Edition), which states:  
24 (3) A seller's agent owes the seller involved in a real estate transaction the following  
25 affirmative duties: (a) To exercise reasonable care and diligence.

26 1.8 On May 17, 2018, MLS records show the subject property's sales price was  
27 reduced to \$279,000 and reduced again on May 21, 2018 to \$235,000. On May 22, 2018, the  
28 listing price was increased to \$275,000. Between May 22, 2018, and July 17, 2018, there  
29 were three more price changes, eventually bringing the sales price to \$235,000 again. There  
30 was no signed addendum or other written communication showing R. Robledo agreed to the  
price

1  
2 changes.

3 **(3) Violation:** By failing to obtain R. Robledo's written permission to change the property's  
4 listing price, Grajeda-Weber violated ORS 696.301(3) as it incorporates ORS 696.280(1) (2017  
5 Edition) and OAR 863-015-0250(1)(c) (1/01/2018 Edition). ORS 696.280(1) requires a licensed  
6 real estate property manager or principal real estate broker to maintain within this state, except  
7 as provided in subsection (6) of this section, complete and adequate records of all professional  
8 real estate activity conducted by or through the licensed real estate property manager or  
9 principal real estate broker. OAR 863-015-0250(1)(c) requires complete and adequate  
10 records of professional real estate activity include complete, legible, and permanent copies of  
11 all documents required by law or voluntarily generated during a real estate transaction,  
12 including all offers received by or through real estate brokers or principal brokers to the client,  
13 including, but not limited to, the following: (c) A copy of any written agreement for the listing,  
14 sale, purchase, rental, lease, lease option, or exchange of real property generated by a real  
15 estate broker or principal broker while engaging in professional real estate activity that must be  
16 signed by all parties to such an agreement.

17 1.9 On October 10, 2018, Grajeda-Weber prepared a Contract of Sale Agreement for  
18 R. Robledo to sell the property to Miranda Cortez (Cortez) on a land sales contract for  
19 \$235,000, with a down payment of \$8,400. The balance of the loan, \$226,600, would be  
20 amortized over ten years and carried by R. Robledo. The monthly payment was \$1,400 per  
21 month. The agreement failed to note interest for the loan amount, a late payment penalty  
22 amount, and R. Robledo was to remain responsible for the property taxes and homeowners'  
23 insurance.

24 1.10 Grajeda-Weber claimed that everything was done on the direction of R. Robledo  
25 and Cortez; however, stated, "This is not the way I wanted to write it if I was going to sell it. I  
26 would never have written it that way." Grajeda-Weber did not consult with an attorney  
27 regarding the drafting of the contract.

28 1.11 Had the loan balance been amortized over ten years, even with no interest, the  
29 monthly payment would have been \$1,888.33, not \$1,400.

30 **(4) Violation:** Grajeda-Weber drafted the Contract of Sale Agreement on a land sales  
contract without consulting an attorney. The agreement failed to note interest for the loan

1 amount and late payment penalty amount, additionally R. Robledo remained responsible for  
2 the property taxes and homeowners' insurance, Grajeda-Weber's actions violated ORS  
3 696.301(3) as it incorporates ORS 696.805(2)(a) and (3)(a), (c) and (e) (2017 Edition), which  
4 states: (2) A seller's agent owes the seller, other principals and the principals' agents involved  
5 in a real estate transaction the following affirmative duties: (a) to deal honestly and in good  
6 faith: (3) A seller's agent owes the seller involved in a real estate transaction the following  
7 affirmative duties: (a) To exercise reasonable care and diligence; (c) To be loyal to the seller  
8 by not taking action that is adverse or detrimental to the seller's interest in a transaction; (e) To  
9 advise the seller to seek expert advice on matters related to the transaction that are beyond  
10 the agent's expertise.

11 1.12 Grajeda-Weber prepared a Contract of Sale Agreement and a second  
12 Residential Real Estate Sales Agreement, both signed and dated October 10, 2018. R.  
13 Robledo and Cortez agreed, on the Residential Real Estate Sales Agreement, that the  
14 transaction would close at Western Title; however, the Contract of Sale Agreement did not  
15 note where the transaction would close.

16 1.13 According to Grajeda-Weber, Cortez and R. Robledo didn't want to close through  
17 a title and escrow company. Grajeda-Weber wrote the offer, but never sent the contract to an  
18 attorney or escrow office.

19 **(5) Violation:** Grajeda-Weber prepared the sales agreements but failed to ensure the  
20 transaction closed with escrow as required per the Residential Real Estate Sales Agreement,  
21 in violation of ORS 696.301(3) as it incorporates ORS 696.805(3)(a) and (c) (2017 Edition) and  
22 ORS 696.810(3)(a) and (c) (2017 Edition). ORS 696.805(3)(a) and (c) states: 3) A seller's  
23 agent owes the seller involved in a real estate transaction the following affirmative duties: (a)  
24 To exercise reasonable care and diligence; (c) To be loyal to the seller by not taking action that  
25 is adverse or detrimental to the seller's interest in a transaction. ORS 696.810(3)(a) and (c)  
26 (2017 Edition) states: (3) A buyer's agent owes the buyer involved in a real estate transaction  
27 the following affirmative duties: (a) To exercise reasonable care and diligence; (c) To be loyal  
28 to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a  
29 transaction.

30 1.14 The above-noted violations 1-5 demonstrate incompetence or untrustworthiness

1 in performing an act for which a real estate license is required and engaging in conduct that is  
2 below the standard of care for the practice of professional real estate.

3 **(6) Violation:** ORS 696.301(12) and 15) (2018 Edition) which states a licensee's real  
4 estate license may be disciplined if they have: (12) Demonstrated incompetence or  
5 untrustworthiness in performing any act for which the real estate licensee is required to hold a  
6 license. (15) Engaged in any conduct that is below the standard of care for the practice of  
7 professional real estate activity in Oregon as established by the community of individuals  
8 engaged in the practice of professional real estate activity in Oregon.

9 2.

10 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.  
11 Based on these violations a reprimand is appropriate for violations of ORS 696.301(3), (12),  
12 and (15).

13 2.2 The Agency reserves the right to investigate and pursue additional complaints  
14 that may be received in the future regarding this licensee.

15 2.3 In establishing the violations alleged above, the Agency may rely on one or more  
16 of the definitions contained in ORS 696.010.

17 2.4 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a  
18 real estate license, whether by operation of law, order of the Real Estate Commissioner or  
19 decision of a court of law, or the inactive status of the license, or voluntary surrender of the  
20 license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1)  
21 proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to  
22 the licensee; (3) Take action against a licensee, including assessment of a civil penalty against  
23 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order  
24 suspending or revoking a license.

25  
26 **STIPULATION & WAIVER**

27 I have read and reviewed the above findings of fact and conclusions of law which have  
28 been submitted to me by the Agency and further, the order which follows hereafter. I  
29 understand that the findings of fact, conclusions of law and this stipulation and waiver embody  
30 the full and complete agreement and stipulation between the Agency and me. I further

1 understand that if I do not agree with this stipulation I have the right to request a hearing on  
2 this matter and to be represented by legal counsel at such a hearing. Hearings are conducted  
3 in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the  
4 Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. I  
5 freely and voluntarily waive my rights to a hearing, to representation by legal counsel at such a  
6 hearing, and to judicial review of this matter.

7 I hereby agree and stipulate to the above findings of fact and conclusions of law and  
8 understand that the order which follows hereafter may be completed and signed by the Real  
9 Estate Commissioner or may be rejected by the Real Estate Commissioner. I understand that,  
10 in accordance with the provisions of ORS 696.445(3), notice of this order shall be published in  
11 the Oregon Real Estate News Journal.


12 I agree once the Commissioner executes this stipulated order, I will accept service of  
13 the final order by email, and hereby waive the right to challenge the validity of service.

14 ORDER

15 IT IS HEREBY ORDERED that Natividad Grajeda-Weber’s principal broker license be,  
16 and hereby is reprimanded.

17  
18 IT IS SO STIPULATED:

IT IS SO ORDERED:

19  
20 DocuSigned by:  
21   
22 NATIVIDAD GRAJEDA-WEBER

DocuSigned by:  
23   
24 STEVEN STRODE



25 Date 2/8/2021 | 11:35 AM PST

26 Date 2/9/2021 | 8:06 AM PST

27 Date of Service: 02/09/2021