

FAY

CAMPBELL CROSSING RANCH

Kimberly,
Grant County,
Oregon
\$3,750,000
1,948.68± ACRES





FARMS ■ TIMBER ■ RANCHES ■ SPORTING PURSUITS ■ VINEYARDS

INTRODUCTION

Campbell Crossing Ranch, owned by the Campbell family for 72± years, boasts 1.9± miles of North Fork John Day River frontage, plus Rudio Creek flows through the ranch for 1.45± miles. Additionally, the ranch borders thousands of acres of Bureau of Land Management (BLM) lands.

Appreciate the extraordinary landscape provided by the steep rise in elevation from 1,880± feet at the lush fields along the river to 4,860± feet in just 4± miles. Fish for smallmouth bass and native steelhead trout in the renowned Rudio Hole, conveniently located on the ranch. Hunt for mule deer, Rocky Mountain elk, pronghorn antelope, upland game birds, and waterfowl, or just enjoy watching the plentiful area wildlife, including bighorn sheep.

The ranch has two homes; a modern, updated farmhouse features four bedrooms, two baths, spacious mud/laundry room with pantry, chef's kitchen, large living room, covered wrap-around deck, two patio areas, hot tub, and pool with a deck, plus a 2-car detached garage. And a 1,822± square foot, two-bedroom, 1.5 bath home built in 2010 on an elevated homesite with expansive views. Move right into either or continue the current use of the updated farmhouse as an Airbnb.

The 296.9± acres of Oregon State-certified water rights allow diverting water from Rudio Creek and the North Fork John Day River to irrigate your hay, pasture, and grain fields. Four center pivots, two wheel lines, and some handlines support irrigation distribution. Fencing, barn, sheds, and corrals support your cattle operation, which utilizes your native range and adjoining, permitted BLM grazing lands. Cross-fencing aids in pasture and crop management. The native range is well-watered from springs and stock ponds. You will never tire of this ranch's dramatic vistas!

QUICK FACTS

- 1,948.68± deeded acres -borders thousands of acres of BLM
- 2 dwellings and outbuildings
- 296.9± acres primary and 112.2± acres supplemental water rights from North Fork John Day River and Rudio Creek
- 1.9± miles North Fork John Day River frontage; 1.45± miles Rudio Creek through the ranch
- 1,641.78± acres native range grazing
- 161± AUMs BLM Grazing Preference
- Elk, deer, antelope, upland game bird, and waterfowl hunting
- 3 LOP tags for all hunts-buyer to verify with Oregon Department of Fish and Wildlife (ODFW)
- Bass and steelhead trout fishing in North Fork John Day River
- Just 2.75± hours to Bend, 4± hours to Portland, and 4.5± hours to Boise
- **SELLER WILLING TO CARRY FINANCING** for a qualified buyer with 50% down, 30-year amortization. Option (1): 5.50% interest per annum, 10 year balloon, or Option (2): 5.00% interest per annum, 5 year balloon.





ACREAGE

1,948.68± deeded acres

436.51± private leased acres

1,952± BLM acres

Per the Grant County Assessor, Campbell Crossing Ranch consists of 1,948.68± deeded acres, made up of four tax lots with sizes:

APN#	M & T	Acres
5503	09s26 2400	1,859.54
5508	09s26 3501	37.33
39678	09s26 2402	10.00
38904	09s26 4200	41.81

The ranch roughly consists of 10.00± acres of farmstead, 296.9± of irrigable cropland, and 1,641.78± acres of rangeland. The ranch also holds a grazing preference for 161 AUMs in the adjoining Birch Creek Allotment #4009, which the BLM administers. The portion of the Birch Creek Allotment used by the ranch is 1,952± acres in size. An additional 436.51± acres adjoining the ranch's BLM permit are leased (April 1 through August 31) for grazing purposes for a yearly rate of \$8,000 annually. The lease can be assigned with approval from the lessor and will automatically renew at the same rate for ten years.









SCENIC VISTAS

The river's diverse landscape and geologic formations provide wondrous and varied natural scenery for Campbell Crossing Ranch. From the lush, irrigated fields along the North Fork John Day River to Rudio Creek, lined with willows and deciduous trees, to the towering buttes as they rise above the valley. The many folds of timbered and brushy ravines rise steeply to the plateaus above, offering many vast and varied views of the North Fork John Day River canyon, the main stem of the John Day River canyon, and the surrounding Blue Mountain range. You will never tire of the beautiful and varied scenery the Campbell Crossing Ranch provides!

IMPROVEMENTS

MAIN RESIDENCE

- The modern, 2,976± square foot, updated farmhouse features three bedrooms and two baths on the main floor with a finished attic space as a fourth bedroom
- Mud/laundry room with pantry
- Chef's kitchen
- Double living room with a fireplace
- Covered wrap-around deck
- Two patio areas
- Hot tub and pool with a deck
- A 2-car detached garage
- Tile countertops, breakfast bar, glass cooktop, luxury vinyl plank, ceramic tile, and carpeted flooring
- Arlo security cameras, a 2021-year heat pump
- a water filtration system.
- The domestic water is supplied by a spring and an onsite well.

There are excellent views of the river, cattle and horses grazing the ranch's lush pastures, and the towering hillsides surrounding the valley from the home and shaded yard. This is truly a comfortable home that fits the rural lifestyle. Enjoy the pool, hot tub, and dining under the covered back patio, or just relax and sit in the yard or anywhere on the deck and enjoy the views! An owner can move right in or continue the current use as an Airbnb. The home furnishings are negotiable.





IMPROVEMENTS

SECOND RESIDENCE

The second dwelling on Campbell Crossing Ranch is a custom-built two-story home built in 2010. This well-built home has an open floor plan, two bedrooms and 1.5 baths, a large kitchen, a mud room, and two bonus rooms. The natural wood and open loft bedroom will remind you of a rustic hunting cabin, while the quality finishes will keep you much more comfortable than your grandfather's cabin. The home has a large front deck that opens to the rugged scenic vistas of the ranch and neighbors aided by the elevated home site. There is also a storage shed/dog kennel adjacent to the home.

A 1975 Marlette mobile home, sited along Rudio Creek, is not habitable and is currently being used for storage. Power, a septic system, and a spring service the site. A Replacement Dwelling Permit is not available for this dwelling, but it may be possible to add a dwelling to the property with Grant County Planning Commission approval and all required county permits. Purchasers should verify this and all property details to their satisfaction.

Additional improvements include a dog kennel, storage shed, barn, livestock shelters, corrals, squeeze chute, loading chute, fencing, cross fencing, irrigation pond, pumps, motors, and irrigation infrastructure.





RECREATION

Grant County, Oregon, is a hotbed of recreation with many options for the outdoor enthusiast. The John Day River and its tributaries are popular among water sports enthusiasts for rafting, kayaking, boating, swimming, paddle boarding, canoeing, fishing, and hunting.



HUNTING | WILDLIFE

Campbell Crossing Ranch lies within the Oregon Department of Fish and Wildlife (ODFW) Northside Unit No. 47, which offers the following hunts: buck deer, elk (bull, cow, or either sex hunts), pronghorn, bighorn sheep, antlerless deer, spring black bear, and Rocky Mountain goat. Bird hunters will also enjoy chukar, quail, turkey, and waterfowl hunting. Campbell Crossing Ranch should be eligible for three Landowner Preference (LOP) tags. However, there are management variations, as determined from time to time by the ODFW. A prospective purchaser should do their due diligence regarding available hunts, current regulations, and the number of LOP tags available.

FISHING

The North Fork John Day River in Northeast Oregon is renowned for its large populations of anadromous fish, including smallmouth bass and steelhead trout. The ranch's northern boundary runs along this river, offering exceptional fishing opportunities. The Rudio Hole, where Rudio Creek meets the river, is a prime spot for steelhead fishing right on the property. Anglers consider the John Day River one of the best smallmouth bass fisheries in the world, with peak fishing from March to mid-May. Steelhead fishing is excellent below Kimberly, peaking in mid-November.



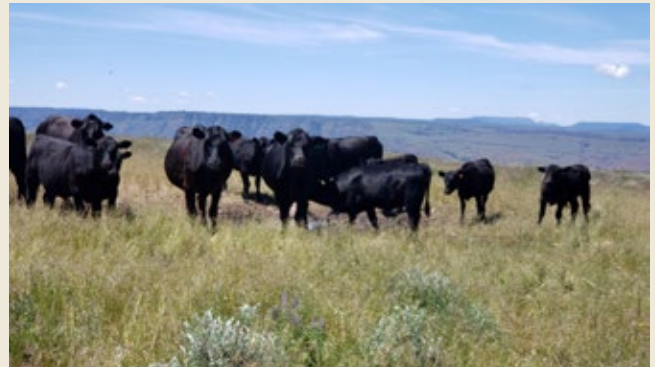
Photo not taken on property

OTHER

The John Day River and its tributaries are popular with rafters, drifters, kayakers, and canoers. The peak season is May through June, depending on annual flows. The river's diverse landscape and geologic formations are truly spectacular. A great deal of area history was created here from the gold mining era, some of which can be seen from a float down the river. Other recreation opportunities include hiking, horseback riding, fossil hunting, and wildlife viewing.

INCOME OPPORTUNITY

Campbell Crossing Ranch provides income opportunities to a purchaser, including farming hay, grain, pasture, other crops common to the area, and livestock grazing. Additional income possibilities include continuing with the Airbnb business and enrollment in conservation programs through the Farm Service Agency (FSA) and Natural Resource Conservation Service (NRCS). Campbell Crossing Ranch's abundance of scenery, river and creek access, and hunting and fishing opportunities all allow a purchaser the potential to expand the ranch's income.



VACATION RENTAL

The main residence has been operated as a vacation rental since 2019. There was robust activity from 2021 through 2023, with gross rents totaling \$92,671 during that time. However, operations were suspended in 2024 for personal reasons.



CREP

Campbell Crossing Ranch has 45.6± acres enrolled in USDA's Conservation Reserve Program (CRP-contract renewed in 2022). The program provides annual payments of \$4,504 to Campbell Crossing Ranch for maintaining designated riparian areas along Rudio Creek and North Fork John Day River, which are under a fence, per the terms of the contract. The ranch maintains active agricultural and sporting pursuits while participating in this program.

AGRICULTURE

Campbell Crossing Ranch is used for cattle grazing on its deeded lands and BLM allotment. Campbell Crossing Ranch's BLM allotment is a Section 15 grazing lease known as Birch Creek Allotment #4009, which is a common allotment with private use areas. The allotment is permitted for 350 AUMs of grazing, with 161 AUMs allotted to Campbell Crossing Ranch and 189 AUMs allotted to the neighboring North Fork Ranch. With the BLM permit, deeded range ground, late fall grazing of hay aftermath on the irrigated fields, and the ranch's hay production, the ranch could reasonably sustain 150-200 Animal Units.

Four center pivots, two wheel lines, and some handlines distribute irrigation water to produce alfalfa, grass, and grain hay for winter feed and irrigated pasture for the ranch's livestock. Early-season irrigation water is diverted from Rudio Creek and transported via a buried pipeline to the ranch irrigation pond until around June 1 or July 1 annually, depending upon creek flow. Then, irrigation water is pumped from the North Fork John Day River.

The ranch has two pump stations and points of diversion at the river: one 125-horsepower pump and one additional 30-horsepower pump can be used if needed. One 3-tower pivot, one 6-tower pivot, and a wheel line are operated off gravity flow, while a 30-horsepower booster pump supplies the 8-tower pivot, and a 10-horsepower booster pump supplies a 3-tower pivot.

The extensive irrigation system and the irrigation diversions were established in cooperation with the Oregon Water Trust (now The Fresh Water Trust), Columbia Basin Watershed Transaction Program, US Fish and Wildlife Service in support of the National Fish Habitat Action Plan, North American Salmon Stronghold Partnership, Oregon Watershed Enhancement Board and the Monument Soil and Water Conservation District. The benefits of these joint investments include increased water quantity in Rudio Creek, reduced water temperature, protected the riparian corridor, allowed for repopulating beaver, increased water table along Rudio Creek, and improved irrigation efficiency. The modern delivery system reduced evaporation and overland return flow from irrigation, resulting in greater crop production capability.



NEARBY ATTRACTIONS & ACTIVITIES

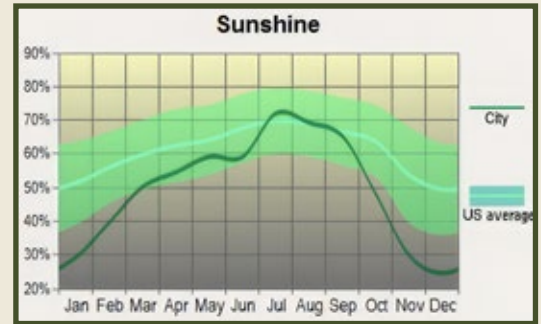
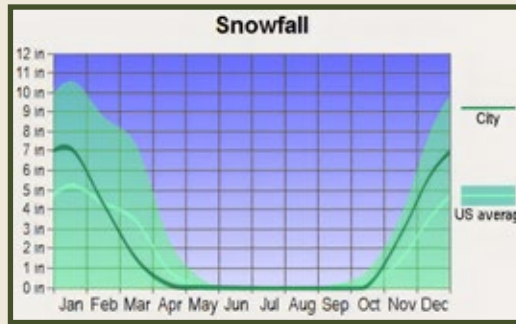
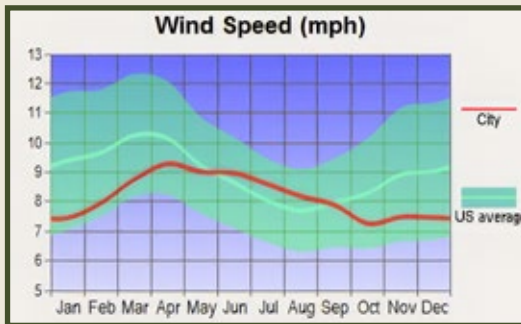
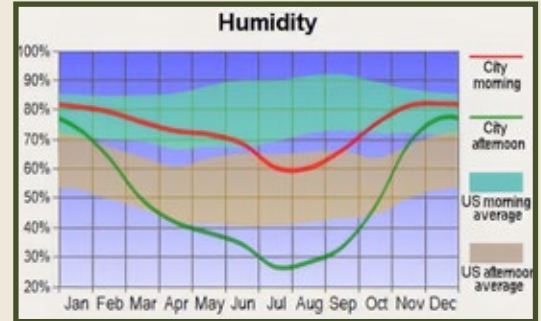
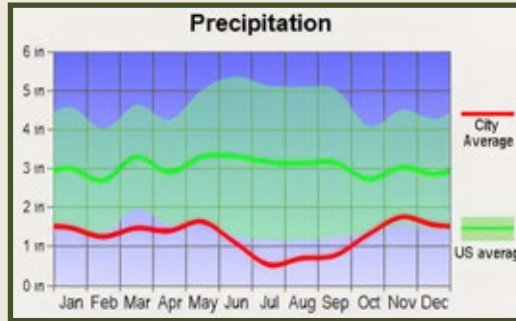
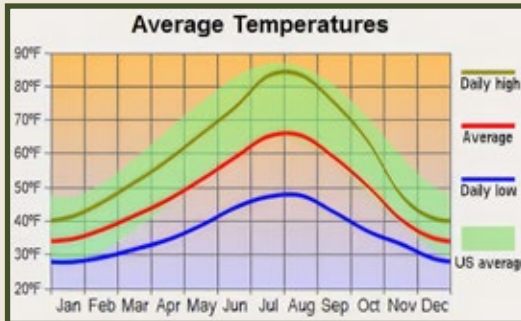
- **John Day Fossil Beds National Monument:** Home to volcanic lahars, fossilized horses, rhino-like brontotherids, and diverse plant life.
- **Sutton Mountain:** Offers hiking trails popular with fossil hunters and hikers.
- **Kam Wah Chung & Co. Museum:** A historical site from the 1800s, crucial during the region's gold rush.
- **Spray Rodeo:** Held annually at Spray Rodeo Grounds, triple-sanctioned and popular with families.
- **Local Events:** Including Buckin' in the Boonies (July), Grant County Fair (August), and Junior Rodeo (September) in nearby John Day.



CLIMATE

Kimberly, Oregon, features a “Mediterranean” climate characterized by warm, dry summers and mild, wet winters. July and August are the hottest months, while December and January are the coldest. Snowfall occurs from January to May and September to December, with February typically receiving the most snow. Annual averages include up to 16.6” of rainfall and 30.2” of snowfall.

Climate charts for nearby Fossil, Oregon, courtesy of <https://www.city-data.com/city/Fossil-Oregon.html>

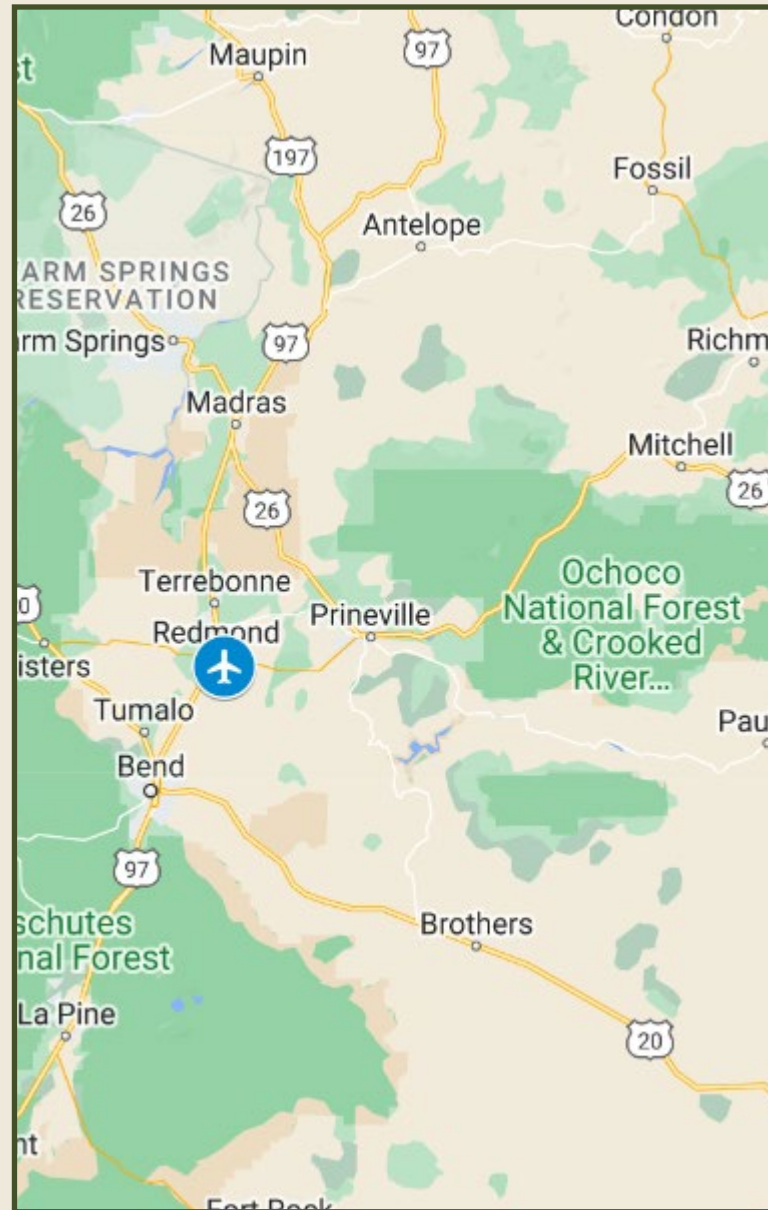


LOCATION

Campbell Crossing Ranch, located in Grant County, Oregon, is centrally situated in Eastern Oregon. It's approximately 2.5 hours from Bend, less than 4 hours from Portland, and 4.5 hours from Boise, Idaho. Named after US President Ulysses S. Grant, Grant County has a population of 7,189 according to the 2019 census and is renowned for its rugged landscapes and the scenic John Day River. Originating in the Blue Mountains, the North Fork of the John Day River runs 107 miles to Kimberly, where it joins the main stem. Just 5 miles from the ranch, Kimberly is home to Thomas Orchards, famous for organic fruits and products available at their onsite store.

AIRPORT SERVICES

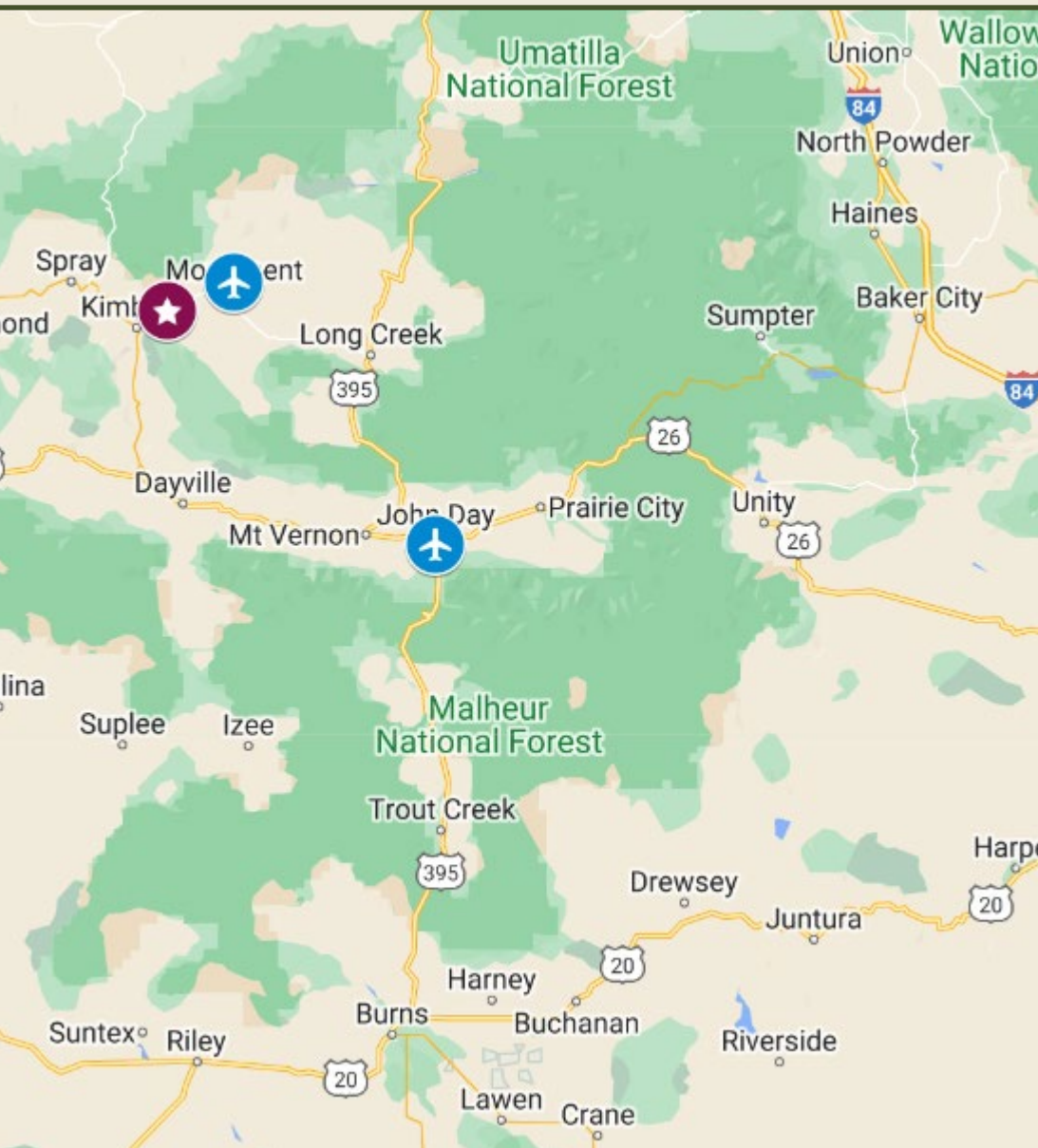
Redmond Municipal Airport (RDM), also known as Roberts Field, is located approximately 2 hours and 15 minutes southwest of the ranch, offering 14 daily flights to major cities including Denver, Los Angeles, Portland, Salt Lake City, San Francisco, and Seattle, ensuring convenient travel connections. Private pilots can opt for Grant County Regional Airport (GCD), just 1 hour and 15 minutes away, featuring two asphalt runways. Alternatively, Monument Municipal Airport (12S) offers another option with a single asphalt runway. Detailed information is available at AirNav.com for GCD and 12S.

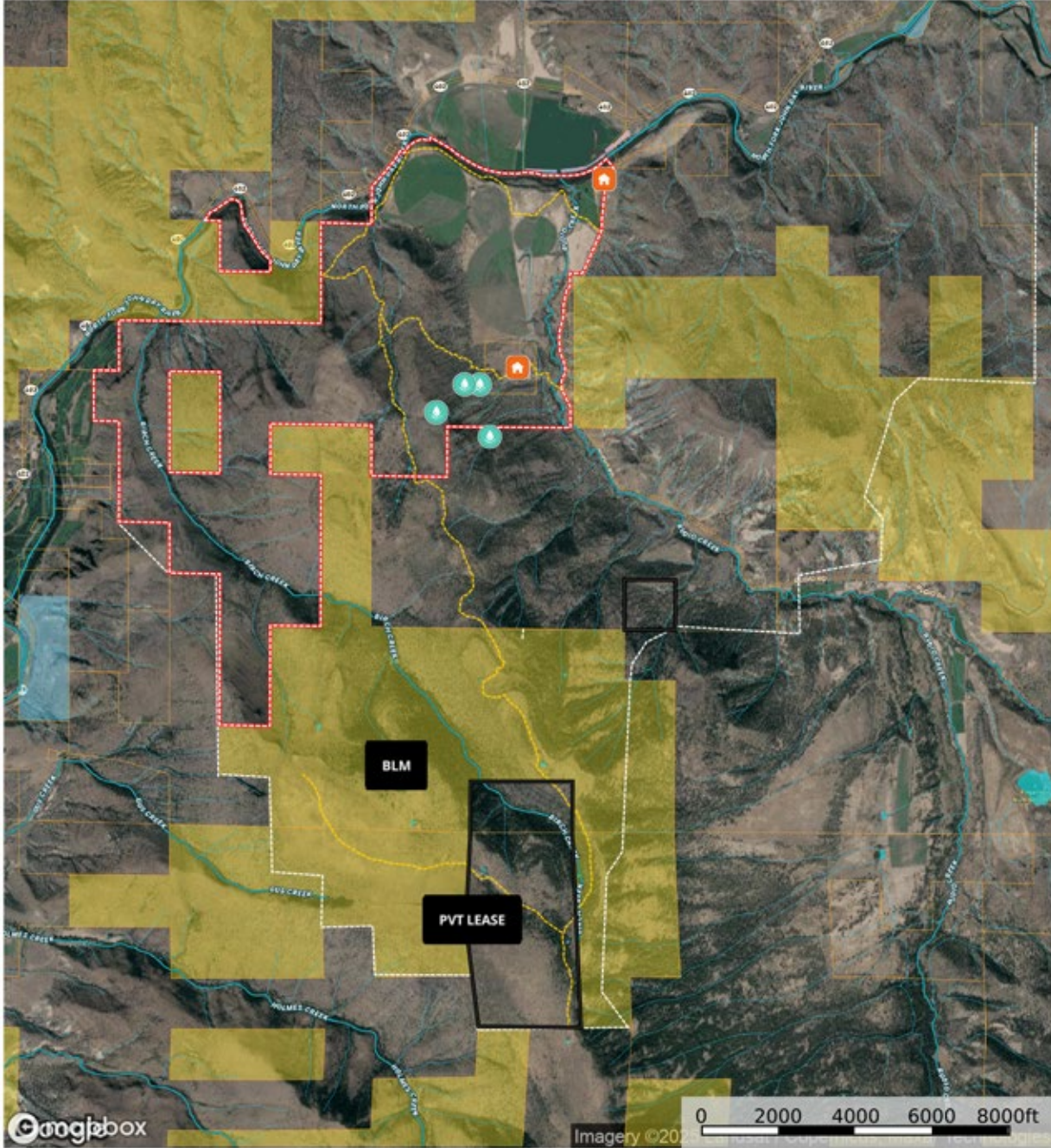


GETTING THERE

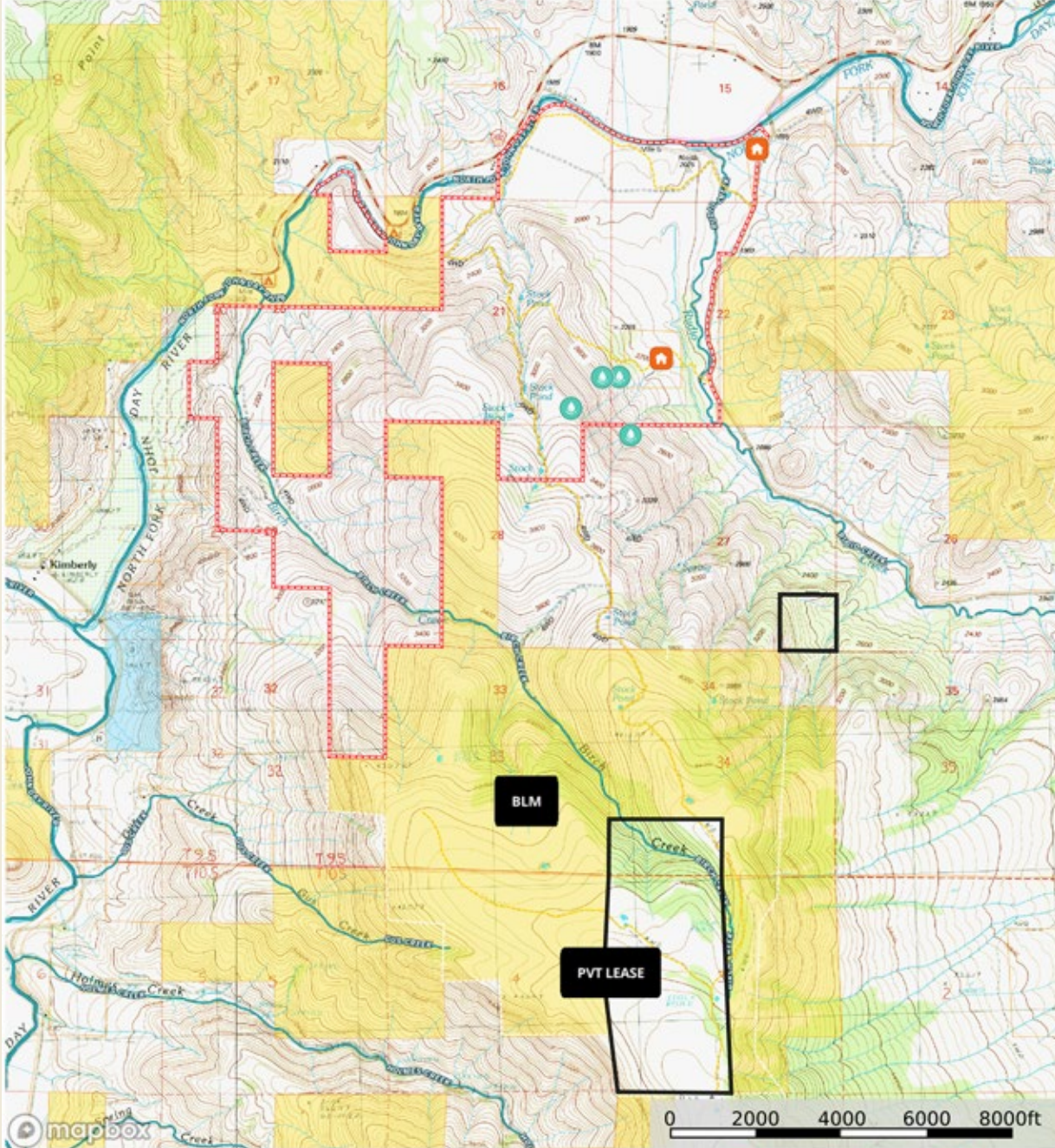
From Bend, Oregon, head north on Highway 97 for 15± miles to Redmond, Oregon. Drive east on Highway 126 to Prineville and onto Highway 26 east 77.9± miles to the Highway 19 junction. Turn left and head north 18.5± miles to Kimberly, Oregon. Once arriving in Kimberly, take a right and head northeast on Highway 402 for 5± miles, then turn right onto Rudio Road for 0.4± miles to the ranch.

From Portland, take Interstate 84 east for 103.4± miles to Biggs Junction, exiting I-84 and heading southeast on Highway 97 for 3.7± miles. Exit on Highway 206, heading east to and through Wasco, continuing southeast on Highway 206 for 40.9± miles to Condon. At Condon, head south on Highway 19 for 63.7± miles to Kimberly. Once in Kimberly, head northeast on Highway 402 for 5± miles and take a right onto Rudio Road 0.4± miles to the ranch.





- | | | | | | | | | | |
|---|--|--|--|--|--|---|--|--|---|
|  House |  Spring |  Road / Trail |  Fence |  Boundary |  Boundary 1 |  Boundary |  Forest Service |  State Land |  Fish and Wildlife |
|  National Park |  Other |  BLM |  Local Government |  Conservation Easements |  Stream, Intermittent |  River/Creek |  Water Body | | |



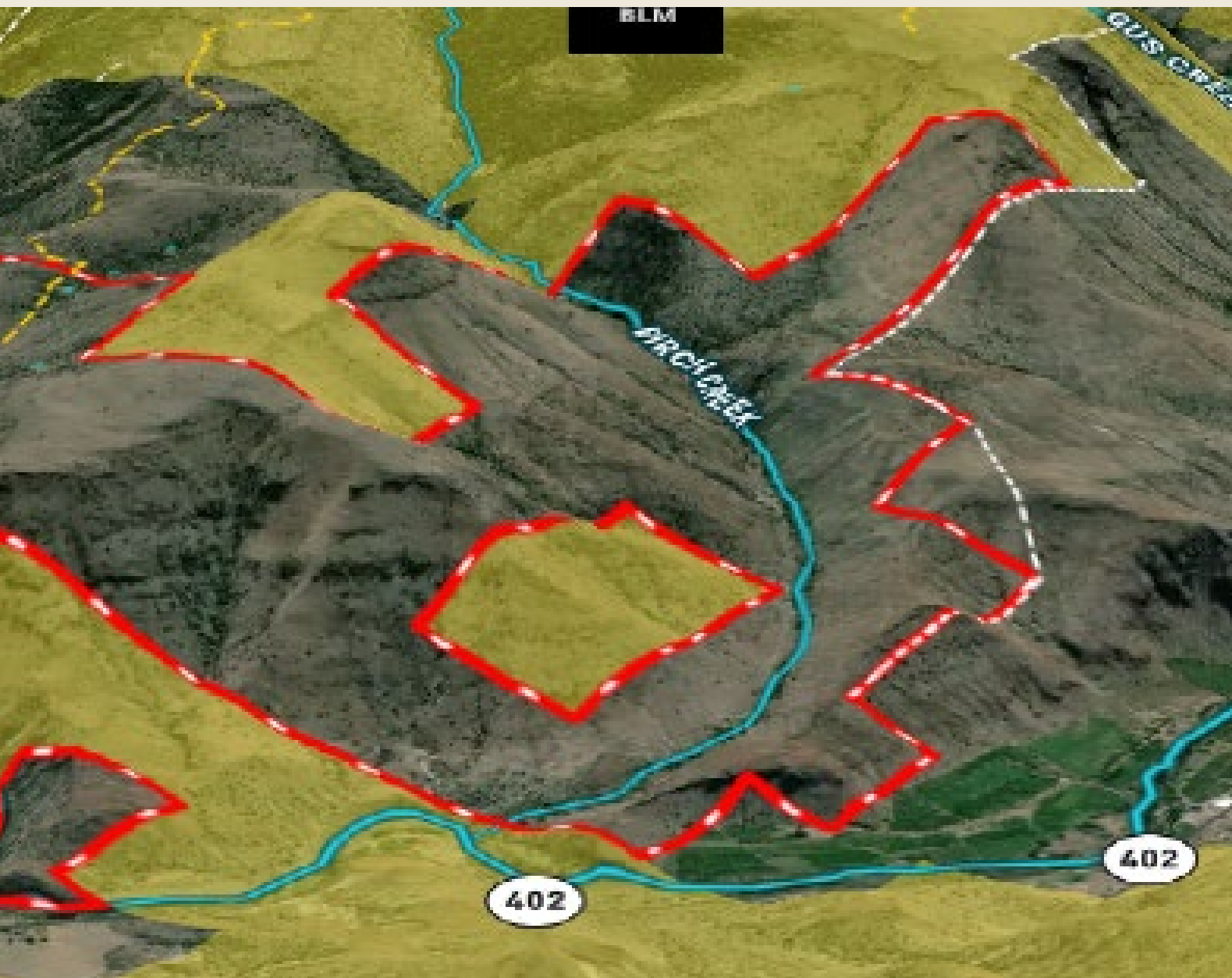
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|---|--|--|--|--|--|---|--|--|---|
|  House |  Spring |  Road / Trail |  Fence |  Boundary |  Boundary 1 |  Boundary |  Forest Service |  State Land |  Fish and Wildlife |
|  National Park |  Other |  BLM |  Local Government |  Conservation Easements |  Stream, Intermittent |  River/Creek |  Water Body | | |



402



BLM

GUS CREEK

MICHIGAN CREEK

402

402

WATER RIGHTS

A spring and an on-site well supply the ranch's primary residence's domestic water. The second residence is also serviced by a spring.

Campbell Crossing Ranch has 296.9± acres of primary and 112.2± acres of supplemental Certified Water Rights of record, sourced from North Fork John Day River and Rudio Creek. A certified water rights examination by a licensed professional is recommended for further clarification of the ranch water rights. Below are the water rights certificate numbers and date of priority:

- Certificate #38700, 109.1 Acres, 1970 Priority*
- Certificate #89429, 110.8 Acres, 1891 Priority
- Certificate #89430, 83.2 Acres, 1979 Priority
- Certificate #89428, 16.4 Acres, 1885 Priority
- Certificate #86102, 1 Acre, 1885 Priority

*23.6 acres of the water rights certificate 38700 is located on a neighboring ranch, thus reducing 320.5 acres of water rights to 296.9 acres appurtenant to Campbell Crossing Ranch.

Under Oregon law, all water is publicly owned. With some exceptions, cities, farmers, factory owners, and other users must obtain a permit or water right from the Water Resources Department to use water from any source, whether it is underground or from lakes or streams. Landowners with water flowing past, through, or under their property do not automatically have the right to use that water without a permit from the Department. The waters of Oregon are administered by the State of Oregon under a "prior appropriation" doctrine; first in time, first in right.





MINERAL RIGHTS

All mineral rights appurtenant to the property and owned by the seller will convey to the buyer at closing. Mineral rights are not guaranteed. It is suggested that the buyer conduct a mineral search with a title company.

CONSERVATION | STEWARDSHIP

A conservation easement does not currently encumber Campbell Crossing Ranch, but it does have a very specific easement in place for The Freshwater Trust, formerly Oregon Water Trust, to access specific areas of Rudio Creek to monitor fish populations and spawning activity. This easement resulted from an agreement with Oregon Water Trust to permanently restore summer flows to the lower two miles of Rudio Creek in the John Day Basin. Campbell Crossing worked with Oregon Water Trust and the Oregon Department of Water Resources in completing water rights transfers and changes of irrigation points of diversion to allow the drawing of irrigation water from below the mouth of Rudio Creek. This enabled Rudio Creek water to first flow through the creek before being used to irrigate the land, which restored the creek flow and enhanced riparian vegetation, resulting in improved water quality. A considerable investment in the ranch's irrigation infrastructure reduced water loss through leakage and evaporation for greater irrigation efficiency. Campbell Crossing Ranch also worked with Monument Soil and Water Conservation District to protect riparian habitat by building fencing to keep cattle out of the creek and planting vegetation to stabilize banks and increase shade. Beavers returned to making their home in Rudio Creek, which resulted in raising the Rudio Creek riparian water table. This highly successful, collaborative project provided a win-win for all stakeholders: improved fish spawning habitat, wildlife habitat, and irrigation efficiency.

Each of us at Fay loves the land and wants to see it remain a productive agricultural ground and a quality fish and wildlife habitat. Through promoting thoughtful land stewardship, Fay has guided owners toward a legacy of conserving wide-open spaces, enhancing and creating fisheries and wildlife habitats, and implementing sustainable agricultural operations. Fay is proud to say that since our company began in 1992, our clients' conservation ethics and land-use practices have significantly enhanced our work landscape.







SUMMARY

Campbell Crossing Ranch offers a modern updated farmhouse, a beautiful setting with irrigated cropland, timbered and open rangeland, BLM allotment right out the gate, 1.9± miles North Fork John Day River frontage, plus 1.45± miles Rudio Creek through the ranch! These exceptional attributes present a rare opportunity to own a ranch with agricultural production, excellent hunting, fishing, and other recreational opportunities and continue the Campbell family's 72-year commitment to the environment and economy. The impacts of these collaborations extend well beyond the boundaries of the ranch. You don't want to miss this opportunity!





CONTACT

Please contact **Scott Hawes** at (541) 419-0770 | shawes@fayranches.com or **Alex Robertson** at (541) 420-2394 | arobertson@fayranches.com to schedule a showing. This is an exclusive listing. An agent from Fay must be present at all showings, unless otherwise noted or other arrangements are made. To view other properties, fly fishing properties, and sporting ranches that we have listed, please visit our web page at www.fayranches.com.

PRICE
\$3,750,000

TAXES
\$8,931.03

TERMS

Cash
Conventional Financing
1031 Exchange
SELLER FINANCING
AVAILABLE FOR A
QUALIFIED BUYER

NOTICE

Offer is subject to errors, omissions, prior sale, change or withdrawal without notice, and approval of purchase by owner. Information regarding land classification, carrying capacities, maps, etc., is intended only as a general guideline and has been provided by the owners and other sources deemed reliable, but the accuracy cannot be guaranteed. Prospective purchasers are encouraged to research the information to their own satisfaction.



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**OREGON REAL ESTATE AGENCY
INITIAL AGENCY DISCLOSURE PAMPHLET
OAR 863-015-0215 (5)**

- 1 *This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents and Principal Brokers are*
2 *required to provide this information to you when they first meet you.*
- 3 *This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to*
4 *create an agency relationship between you and an agent or a Principal Broker.*

5 **Real Estate Agency Relationships**

- 6 An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker, agrees to act on
7 behalf of a buyer or a seller (the "client") in a real estate transaction.
- 8 Oregon law provides for three types of agency relationships between real estate agents and their clients:
- 9 **Seller's Agent** - Represents the seller only;
10 **Buyer's Agent** - Represents the buyer only;
11 **Disclosed Limited Agent** - Represents both the buyer and seller, or multiple buyers who want to purchase the same
12 property. This can be done only with the written permission of all clients.
- 13 *The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at*
14 *the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real*
15 *estate agent.*

16 **Definition of "Confidential Information"**

- 17 Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated
18 to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property
19 transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information"
20 does not mean information that:
- 21 a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller
22 instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer; and
23 b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent
24 representation.

25 **Duties and Responsibilities of Seller's Agent**

- 26 Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the
27 agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the
28 other parties and the other parties' agents involved in a real estate transaction:
- 29 1. To deal honestly and in good faith;
30 2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard
31 to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
32 3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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<https://orefonline.com/oref-forms-license-terms-and-conditions>

- 33 A Seller's Agent owes the seller the following affirmative duties;
- 34 1. To exercise reasonable care and diligence;
 - 35 2. To account in a timely manner for money and property received from or on behalf of the seller;
 - 36 3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
 - 37 4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
 - 38 5. To advise the seller to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
 - 39 6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination
 - 40 of the agency relationship; and
 - 41 7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a
 - 42 Seller's Agent is not required to seek additional offers to purchase the property while the property is subject to a contract
 - 43 for sale.
- 44 None of the above affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by
- 45 written agreement between seller and agent.
- 46 Under Oregon law, a Seller's Agent may show properties owned by another seller to a prospective buyer and may list competing
- 47 properties for sale without breaching any affirmative duty to the seller.
- 48 Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including
- 49 but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

50 **Duties and Responsibilities of Buyer's Agent**

- 51 An agent, other than the Seller's Agent, may agree to act as the Buyer's Agent only. The Buyer's Agent is not representing the
- 52 seller, even if the Buyer's Agent is receiving compensation for services rendered, either in full or in part, from the seller or through
- 53 the Seller's Agent.
- 54 An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties'
- 55 agents involved in a real estate transaction.
- 56 1. To deal honestly and in good faith;
 - 57 2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard
 - 58 to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
 - 59 3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.
- 60 A Buyer's Agent owes the buyer the following affirmative duties:
- 61 1. To exercise reasonable care and diligence;
 - 62 2. To account in a timely manner for money and property received from or on behalf of the buyer;
 - 63 3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
 - 64 4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
 - 65 5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
 - 66 6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination
 - 67 of the agency relationship; and
 - 68 7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a
 - 69 buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for
 - 70 purchase.
- 71 None of these affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by
- 72 written agreement between buyer and agent.
- 73 Under Oregon law, a Buyer's Agent may show properties in which the buyer is interested to other prospective buyers without
- 74 breaching an affirmative duty to the buyer.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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75 Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including
76 but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

77 **Duties and Responsibilities of an Agent**
78 **Who Represents More than One Client in a Transaction**

79 One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same
80 property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

81 Disclosed Limited Agents have the following duties to their clients:

- 82 1. To the seller, the duties listed above for a seller's agent; and
83 2. To the buyer, the duties listed above for a buyer's agent;
84 3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the
85 other person:
- 86 a. That the seller will accept a price lower or terms less favorable than the listing price or terms;
 - 87 b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
 - 88 c. Confidential information as defined above.

89 Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

90 When different agents associated with the same Principal Broker (a real estate agent who supervises other agents) establish
91 agency relationships with different parties to the same transaction, only the Principal Broker will act as a Disclosed Limited Agent
92 for both buyer and seller. The other agents continue to represent only the party with whom the agents have already established an
93 agency relationship unless all parties agree otherwise in writing. The Principal Broker and the real estate agents representing either
94 seller or buyer shall owe the following duties to the seller and buyer:

- 95 1. To disclose a conflict of interest in writing to all parties;
- 96 2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
- 97 3. To obey the lawful instruction of both parties.

98 No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would
99 constitute fraudulent misrepresentation.

100 *You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that*
101 *agent, or any other Oregon real estate agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited*
102 *Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship.*
103 *Whether you are a buyer or seller, you cannot make an agent your agent without the agent's knowledge and consent, and*
104 *an agent cannot make you their client without your knowledge and consent.*



FAY



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