FAY

LOST VALLEY CREEK RANCH

Condon, Oregon \$3,200,000 4,000.8± Acres





INTRODUCTION

Experience one of Oregon's most wild areas at the Lost Valley Creek Ranch outside of Condon, the county seat of one of Oregon's least populated counties (Gilliam County). Like most of the county, the ranch is surrounded by golden hills of wheat and range ground, making it a hotbed of wildlife and agriculture. Deer, elk, coyotes, and upland birds enjoy the rolling hills and creek bottom draws that provide ample water and coverage on this 4,000.8± acre ranch, making it a prime prospect for a hunter's private preserve. In recent years, quality mule deer bucks have been harvested on this ranch.

Lost Valley Creek Ranch is fenced and cross-fenced for cattle and has multiple improvements to sustain a year-round or seasonal cattle operation. Its hay barns, livestock barns, corrals, grain storages, machine sheds, shops, and sheds are all useful and "with good bones."

The property has two dwellings: a 2,264± square foot three-bedroom, two-bath home originally built in 1954. Updates since the original construction include a metal roof, aluminum siding, vinyl windows, and Trex decking. The second dwelling, built in 1924, has one bedroom and one bath and has also had some updates since construction, but is again ready for updating.

Because it is in a climate not known for heavy precipitation, the real gem of Lost Valley Creek Ranch is the surface water on the ranch. The ranch has two creeks, Lost Valley Creek and East Fork Thirtymile Creek, and multiple ponds and springs providing water for cattle and wildlife.

If you wish to connect with the land and enjoy the fruits of labor from time lost, Lost Valley Creek Ranch is your ranch.

QUICK FACTS

- 4,000.8± deeded acres
- 1,249± acres of cropland, with the majority enrolled in CRP
- 2,752± acres of range
- Two year-round live streams, Lost Valley Creek and East Fork Thirtymile Creek
- The main home has three bedrooms, two bathrooms, plus a bonus/storage room
- 816± square foot bunk house has one bedroom and one bathroom
- Open 6-bay machine shed, 4,000± bushel grain bin, and 54' x 33' barn with stalls
- Gas house and outside storage of 2,900± gallons of fuel
- In recent years, trophy-quality mule deer bucks have been harvested
- Elk, upland birds, coyotes, and birds of prey
- Domestic well with 250' static level
- Six developed ponds











ACREAGE

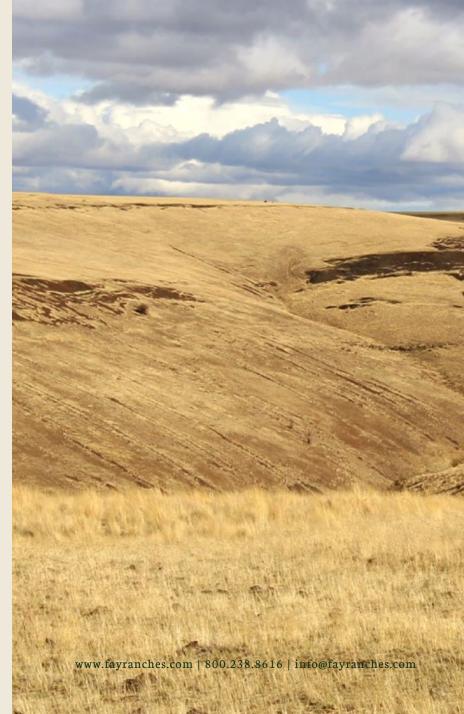
Per the Gilliam County Assessor, Lost Valley Creek Ranch is comprised of 4,000.8± deeded acres. Within those 4000.8± acres, 2,752± acres are rolling range grasslands, 1,249± acres of tillable farmland, and six ponds. The ranch consists of three parcels/tax lots:

• APN: 3089/M&T: 05S23E00-00-2500 (1,642.22±acres)

• APN: 3069/M&T:05S23E00-00-0700 (1878.58±acres)

 APN: 3034/M&T:05S22E00-00-01200 (480±acres)

The ranch's highest elevation is just above 3,700± feet above sea level, and the lowest is just below 3,000± feet above sea level.









IMPROVEMENTS

Lost Valley Creek Ranch has many improvements to aid in ranch operations for cattle, farming, or recreating. First and foremost, the ranch has two dwellings: a 2,264± square foot three-bedroom/two-bathroom home built in 1947, with updates, including metal roofing, aluminum siding, and vinyl windows.

The second dwelling, built in 1957, is an 816± square foot one-bedroom/one-bathroom with great bones; it is livable and is yet ready for updates to make it an excellent additional unit.

The agricultural buildings included on the ranch include a livestock barn, equipment shed, fuel shed/garage with tanks, 4-grain silos with bagging shed, two large hay sheds with feed panels, a general-purpose shed, and numerous small sheds. Also, the ranch has a set of cattle corrals with tub/sweep and squeeze chute. The corrals are located on the public the road for easy access for cattle trucks.







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Lost Valley Creek Ranch | Condon, Oregon

RECREATION

Many recreational pursuits that celebrate the natural beauty and outdoor spirit of the recreation in Gilliam County, centered around the picturesque town of Condon offer a diverse range of outdoor activities against the backdrop of stunning natural landscapes. The John Day River meanders through the region, providing opportunities for fishing, kayaking, and scenic riverside picnics. With its rugged canyons and expansive plateaus, Cottonwood Canyon State Park invites hikers and nature enthusiasts to explore its trails, revealing breathtaking vistas of the surrounding countryside. The area's extensive back roads and trails cater to off-road enthusiasts, making it a haven for ATVs and horseback riding. The Columbia River Gorge, just a short drive away, opens up possibilities for windsurfing and kiteboarding. Whether it's casting a line into the river, embarking on a challenging hike or simply enjoying the tranquility of the countryside, Gilliam County, and Condon offers an array of recreational activities.





HUNTING | WILDLIFE

Hunting on Lost Valley Creek Ranch is limitless, with many different big and small game species available. The ranch boasts a healthy population of mule deer, elk, and upland birds. Mule deer are abundant, with trophyclass bucks inhabiting the property. Upland birds, such as Chukars, Hungarian partridge, quail, and ringneck pheasants also make their home on the ranch.



FISHING

Lost Valley Creek Ranch is within an hour of the John Day River. The John Day River is the longest undammed river in Oregon; it runs deep through central Oregon, where it eventually meets the Columbia. The river runs through deep rimrock-lined canyons that range with elevation drops, making it a rafting and fishing adventure that makes memories of a lifetime. The John Day River is a world-renowned Steelhead trout and small-mouth bass fishery, a fisherman's dream. The Condon, Oregon, area offers warm summers and snowy winters, making it a recreation mecca. Mount Hood, known for biking, hiking, snow skiing and snowboarding, mountain climbing, horseback riding, and many more outdoor activities, is just 2.5± hours away. Rarely does one find so many outdoor adventures in one central location.



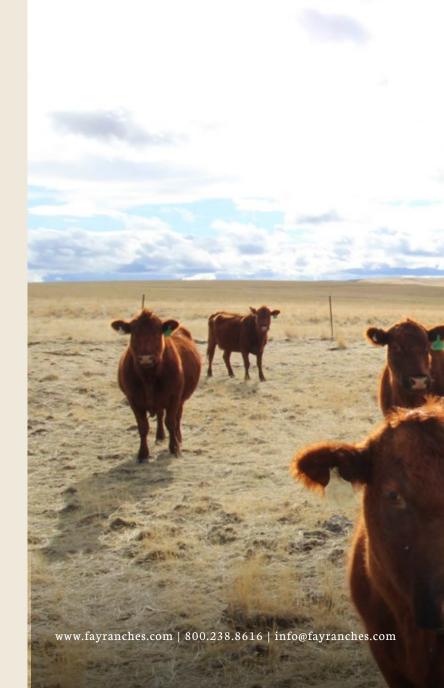
Lost Valley Creek Ranch | Condon, Oregon

INCOME OPPORTUNITY

Lost Valley Creek Ranch is enrolled in multiple government conservation programs that provide the following income opportunities for a qualified owner.

- CRP #11119B (expires 9/30/30) 297.21 acres,
 \$12,334 annual payment
- CRP #11119C (expires 9/30/30) 763.96 acres, \$31,704 annual payment
- CREP #11143C (expires 9/30/35) 67.28 acres, \$6,190 annual payment
- Total: \$50,228 annual payments

Lost Valley Creek Ranch is also under a grazing lease at an annual rate of \$16,000 per year for the land not under the CRP program (roughly 2,800± acres). The grazing lease limits the number of AUs (animal units) to 150. A hunting lease provides another \$7,000 in yearly income. The total of the leases and conservation program programs provide \$73,228 in annual income.

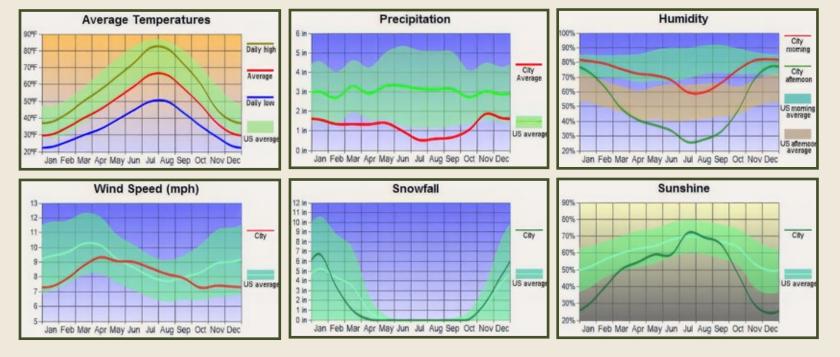




CLIMATE

Gilliam County has a semi-arid climate with relatively mild summers and cool winters. In the summer, temperatures average around 87 degrees Fahrenheit, and 28 degrees Fahrenheit in the winter. Yearly rainfall averages around 12± inches with another 12± inches of snow. There is little to no humidity, and the area has four distinct seasons.

Climate charts courtesy of https://www.city-data.com/city/Condon-Oregon.html





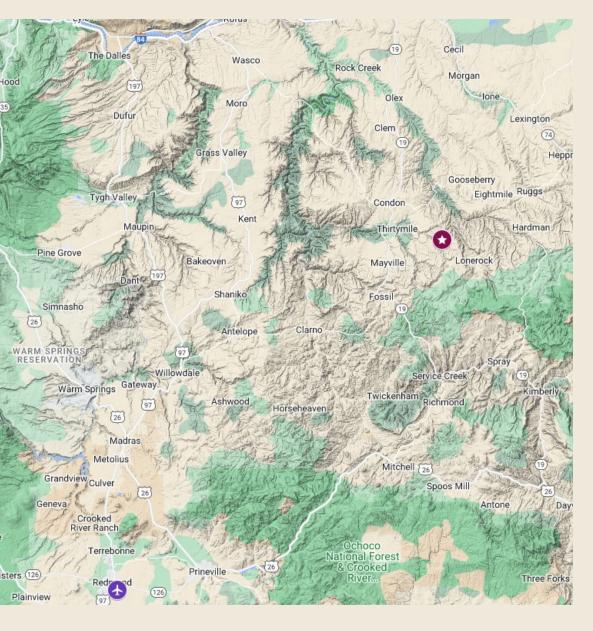
LOCATION

Gilliam County was founded in 1885 and was formed from the eastern third of Wasco County. The county seat was originally in Arlington, but it moved to Condon in 1890. The county's slogan is: "Wheat, Wind, Waves... Eastern Oregon's Columbia Plateau meets the Columbia and John Day Rivers". The county is home to Shepard Flat Wind Farm, an 845-megawatt wind farm that supplies energy to Southern California Edison, a utility company in much of Southern California. Wheat is another major economic driver for the county, as Gilliam County is part of the Columbia River Plateau wheat country, famous for productive dry-land wheat farms.

The Columbia River on the county's north border offers wind and kit surfing for sportsmen from all over, rounding out the pillars of the county's slogan. The county is Oregon's third least populated county.

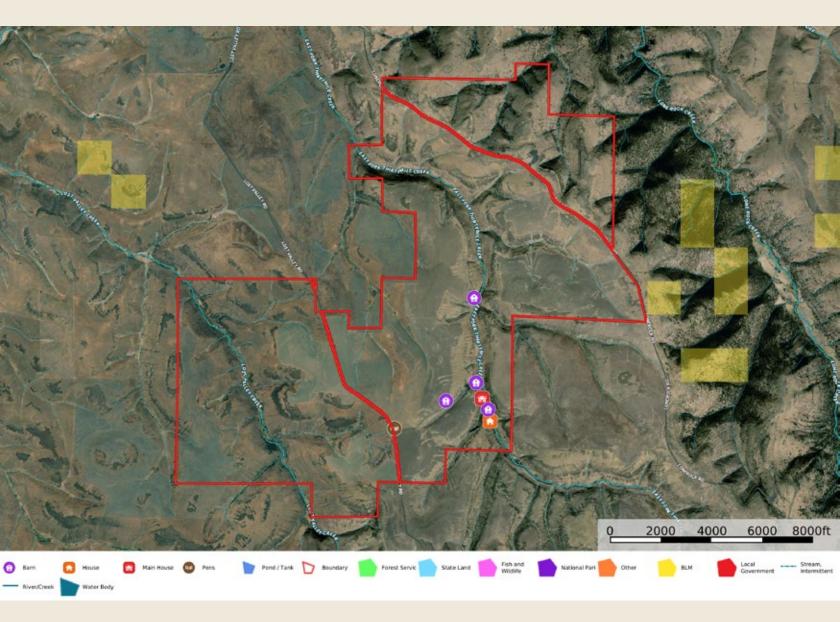
Condon, incorporated in 1893, is the county seat and home to 711± residents. Its downtown is registered as a historical landmark and retains the charm of a 19th-century small town and a "what' s-your-hurry" lifestyle. The fabulous 4th of July celebration brings great pride to the community annually.

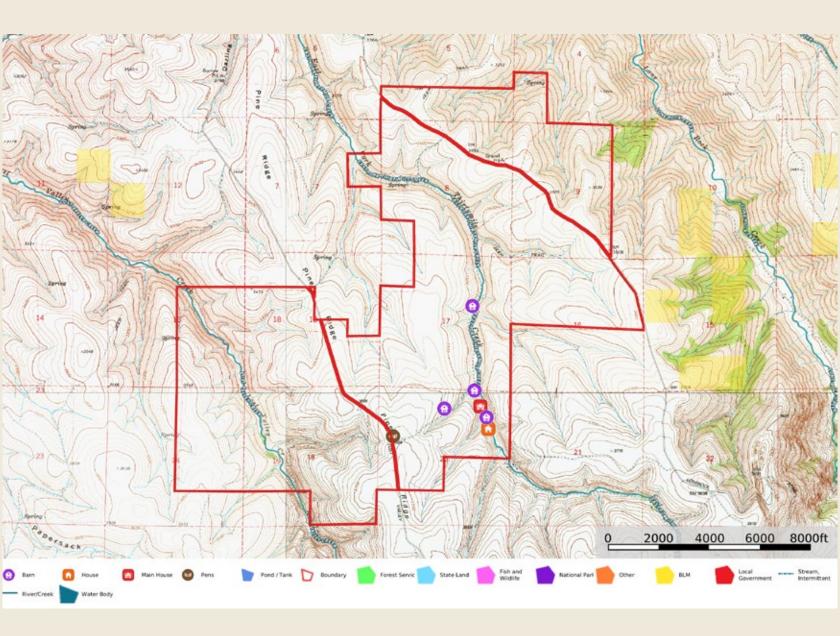




AIRPORT SERVICES

A public airport, Condon State Airport-Pauling Field, has no services and a concrete 3,500' x 60' runway. The closest international airport is Portland International Airport (PDX)), approximately two and a half hours away, and Redmond Municipal Airport (RDM), about 2 hours and 16 minutes away, offers flights to most western cities.





WATER RIGHTS

A well with a recorded depth of 252 feet services the domestic needs of Lost Valley Creek Ranch (see well log). The two creeks on the property, Lost Valley and East Fork of Thirtymile, multiple springs, and six stock ponds provide wildlife/livestock water.

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

As mentioned in the Income Opportunities section, Lost Valley Creek Ranch is under CRP and CREP conservation programs with the U.S. Department of Agriculture. The CRP contracts encompass $1,061.17\pm$ acres of tillable cropland. The Conservation Reserve Program (CRP), administered by the Farm Service Agency (FSA), is a voluntary program that encourages farmers and landowners to convert highly erodible and other environmentally sensitive acreage to vegetative

cover, such as native grasses, trees, and riparian buffers. The CREP program encompasses 67.28± acres and largely focuses on wetland/stream protection. Multiple water gaps for livestock watering help protect Eastfork Thirtymile Creek banks and vegetation.

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

Lost Valley Creek Ranch provides an excellent opportunity for land investors looking for property with a diversified opportunity for both income and enjoyment. Whether as a cattle ranch, hunting ranch, or conservation project, the possibilities are endless. When hiking through the creek bottom draws and coming across the old homesteads of the 19th and 20th centuries, where herds of elk and deer meander through, you will feel as though you have traveled back in time. From the hilltops, you will gaze at the big open country before you and marvel at birds of prey as they float effortlessly through the endless horizons. Lost Valley Creek Ranch presents not just a monetary investment but a lifestyle investment as well. Make the investment happen for you.





FAY

PRICE

\$3,200,000

TAXES

\$7,398.66

TERMS

Cash
Conventional Financing
1031 Exchange

CONTACT

Please contact **Scott Coe at (541) 980-2250 | scoe@fayranches.com, or 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 we have listed, please visit our web page at www.fayranches.com.

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.









OREGON REAL ESTATE AGENCY INITIAL AGENCY DISCLOSURE PAMPHLET

OAR 863-015-0215 (5)

- 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.
- This pamphiet is informational only. Neither the pamphiet 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.

Real Estate Agency Relationships

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

Definition of "Confidential Information"

- Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information"
- 20 does not mean information that:

estate agent.

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- a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer, and
 - b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of Seller's Agent

- 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 other parties and the other parties' agents involved in a real estate transaction:
- 29 1. To deal honestly and in good faith;
 - 2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard 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;

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Fay Ranches, Inc. 741 SW 17th Street Redmond, CR 97756

Phone 5414076770

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Scott Haway

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33 A Seller's Agent owes the seller the following affirmative duties;

- To exercise reasonable care and diligence:
- To account in a timely manner for money and property received from or on behalf of the seller;
 - 3. To be loyal to the setter by not taking action that is adverse or detrimental to the setter's interest in a transaction;
- To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
 - To advise the seller to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
- To maintain confidential information from or about the seller except under subpoena or court order, oven after termination
 of the agency relationship; and
- Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a
 Seller's Agent is not required to seek additional offers to purchase the property while the property is subject to a contract
 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.

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:
- 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
 - 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:

- 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.
 - To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
 - 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;
 - To maintain confidential information from or about the buyer except under subpoens or court order, even after termination of the agency relationship; and
 - Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for 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.

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Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including 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 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: 1. To the seller, the duties listed above for a seller's agent, and 82 83 2. To the buyer, the duties listed above for a buyer's agent; 3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the 84 85 other person: a. That the seller will accept a price lower or terms less favorable than the listing price or terms: 86 87 b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or 88 Confidential information as defined above. Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise. 89 When different agents associated with the same Principal Broker (a real estate agent who supervises other agents) establish agency relationships with different parties to the same transaction, only the Principal Broker will act as a Disclosed Limited Agent for both buyer and seller. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The Principal Broker and the real estate agents representing either seller or buyer shall owe the following duties to the seller and buyer: 95 To disclose a conflict of interest in writing to all parties; To take no action that is adverse or detrimental to either party's interest in the transaction; and 96

To obey the lawful instruction of both parties.

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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.

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

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