



FAY

BAR Y PIVOTS

Chiloquin, Oregon
\$1,200,000
466.86± ACRES



FARMS ■ TIMBER ■ RANCHES ■ SPORTING PURSUITS ■ VINEYARDS

INTRODUCTION

Producers and investors will be impressed by the pure functionality of the Bar Y Pivots, 466± acres of flat farm ground on the northwest edge of the scenic Klamath Marsh. On the Bar Y Pivots, approximately 375± acres are under three center pivots, with irrigation water supplied from surface rights and a supplemental well. Cattlemen will appreciate that the property is fenced and cross-fenced with water troughs tied to the pivots through auxiliary piping, facilitating aftermath from hay crops or cover crops to be grazed for more sustainable practices.

The Klamath Marsh and surrounding area are renowned for supporting large, productive cattle and forage ranches. The Klamath Marsh Wildlife Refuge uses cattle and haying practices to manage the refuge for waterfowl and other species and wildfire prevention, an example of a successful collaboration of conservation and agriculture. From the property, you will see views of the Cascade Range's Mount Scott, Mount Thielsen, and Yamsay Mountain, as well as the expansive Klamath Marsh.

Bar Y Pivots is conveniently located just a short distance from Highway 97, allowing easy access south to Chiloquin for schools, fuel, groceries, and dining at the Kla-Mo-Ya Casino, or Klamath Falls, Oregon, for more extensive goods, services, parts, supplies, and entertainment options, or north to Bend, Oregon, and all of the cultural amenities Central Oregon has to offer. Area recreation opportunities abound.

This productive piece of ground awaits the next producer who wishes to start or expand their operations. The Bar Y Pivots provide a producer with the option for hay or grain production and/or summer/fall grazing for cow/calf pairs or stockers. Do not miss this rare opportunity.

QUICK FACTS

- 466.86± deeded acres
- Water rights: primary surface & supplemental well
- Three Valley pivots
- Irrigation well: 3,500 GPM yield when drilled
- Well pump: 3-phase power and variable frequency drive (VFD)
- Barbed wire perimeter fenced-hot wire cross fencing
- Currently planted in alfalfa, wheat/peas, and grass
- Stock watering tanks at pivot centers, fed through auxillary piping off pivots
- Views of the Cascade Mountains including Mount Scott, Mount Thielsen, and Yamsay Mountain
- 1.5± hours to Bend, Oregon; less than an hour to Klamath Falls







ACREAGE

Per the Klamath County Assessor, the Bar Y Pivots are 466.86 ± acres, comprised of two Parcels:

- 160± acres (APN#89610/Tax Lot: 3108-00000-01400)
- 306.66± acres (APN#89665/Tax Lot:3108-00000-01800)
-

The property is 4,530± feet above sea level and is entirely surrounded by private land. The Union Pacific Railroad track runs along its west boundary. The property is accessed from the county road via a railroad crossing.









SCENIC VISTAS

From the property, you can see the expansiveness of the Klamath Marsh in contrast to the thick pine tree forests of the Fremont-Winema Forest. Peaks visible from the property include Mount Scott, Mount Thielsen, and Yamsay Mountain.

IMPROVEMENTS

The Bar Y Pivots include three Valley 7000 series six-tower pivots fed by the irrigation well near the property's northwest corner. Pivots #1 and #2 are 2015 models, and Pivot #3 is a 2020 model. The well is equipped with a 250-horsepower motor and variable frequency drive (VFD), which improves efficiency. The owner reports that the electricity charges for pumping the well have been running to about \$1,700 monthly through the peak watering months.

The property is perimeter fenced with barbed wire, while the cross-fencing between Pivots #1 and #2 is hotwire. Behlen stock tanks facilitate stock watering at the pivot centers.





RECREATION

Klamath County is home to the Fremont-Winema National Forest and thousands of acres of Bureau of Land Management (BLM) land, all available for multiple recreational opportunities. There are several hundreds of miles of forest and BLM roads available for off-road vehicle activity, including snowmobiling in the winter. The world-famous Crater Lake National Park is just 7.5± miles northwest of the property. Opportunities for downhill skiing can be found at Mount Bachelor, near Bend, Oregon, about 1 hour and 40 minutes northwest of the property, or at Willamette Pass Resort-Ski Area, about 56 minutes northwest of the property.



FISHING

Fishing around the area is some of the best in the world due to the largest native rainbow trout population in the lower 48 states. Redband rainbow trout are especially abundant in area waters. There are so many options to drop a line in a lake or cast a fly in a river that anglers can fish for a lifetime without boredom. The Upper Klamath Lake and Agency Lake have prime spring and fall feeding populations, with fishermen often reporting daily catches of several over 20 inches long. If variety is sought, the Lake of the Woods is home to more species than any other lake in the United States. Odell Lake is known for its sizable lake trout. The options are truly endless!



Photo not taken on property

HUNTING | WILDLIFE

Big game hunting is prominent in the Cascade Range. The Fremont-Winema National Forests and BLM lands offer the thrill of healthy Rocky Mountain elk and mule deer populations. The lower elevations are home to antelope. Predator control hunting is available with black bear, bobcat, cougar, and coyote seasons.

The Klamath Basin is located on the Pacific Flyway, meaning millions of ducks, geese, and swans migrate yearly. A large number of waterfowl and raptors are also seen throughout the year. The basin is home to so many species of birds that it is impossible to see all of them. Six national wildlife refuges offer protection to winged creatures throughout the Klamath Basin.

The Upper Klamath National Wildlife Refuge (NWR) is 15,000± acres of freshwater marsh and open water with a 9.5± mile canoe trail for those that prefer to bird-watch from the water. The Lower Klamath NWR was the first waterfowl refuge in the nation, with more than 46,900 protected acres. The Bear Valley NWR has the largest population of wintering bald eagles worldwide. More than 350 bird species call the basin home, with one of the largest migratory stopovers along the Pacific Flyway.



AGRICULTURE

The Bar Y Pivots are currently planted in the following:

- Pivot #1: Alfalfa, planted in 2016 - 125±acres
- Pivot #2: Wheat and pea (cover crop) -125± acres
- Pivot #3: Grass mix- 125± acres

Previous year's production records:

- 2022: Pivot #1 - 559± tons of alfalfa hay, 3 cuttings; Pivot #2 - 262± tons of grain hay; Pivot #3 and aftermath - grazed
- 2023: Pivot #1 - 461± tons alfalfa, 2 cuttings; Pivot #2 - 131± tons of grain hay (not fertilized); Pivot #3 and aftermath - grazed
- 2024: Pivot #1 - 341± tons of alfalfa hay, 3 cuttings; Pivot #2 - Peas/wheat grazed; Pivot #3 Permanent pasture - grazed (Pivots #2 and #3 sustained 200-300 yearlings for 2-3 months)

The Bar Y Pivots offer flexibility in crop production and grazing opportunities.





Bar Y Pivots | Chiloquin, Oregon



NEARBY ATTRACTIONS & ACTIVITIES

Crater Lake National Park is 28± miles from the Bar Y Pivots. It is known for its dark blue yet clear water and is the deepest lake in the United States and the tenth deepest in the world (3rd deepest calculated by average depth). The 33-mile Rim Drive, which circles the lake, is a favorite of cyclists. Winter cross-country skiing and snowshoeing in the park are also very popular. The more-than-mile-high Crater Lake Marathon is an annual event.

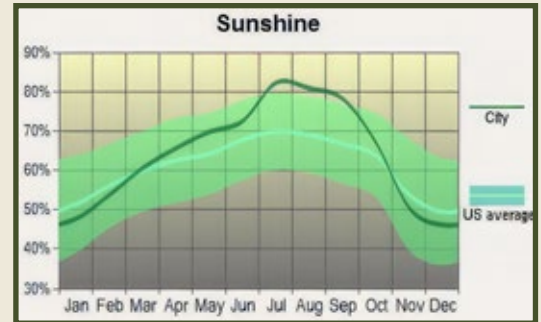
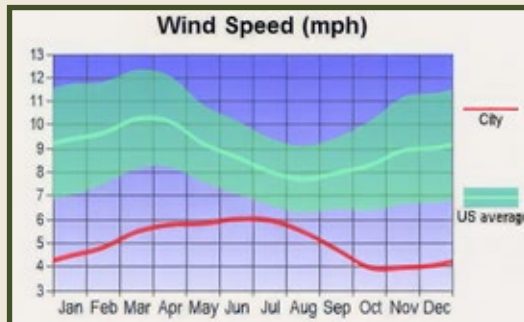
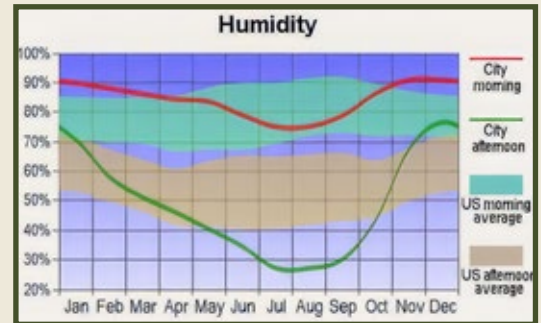
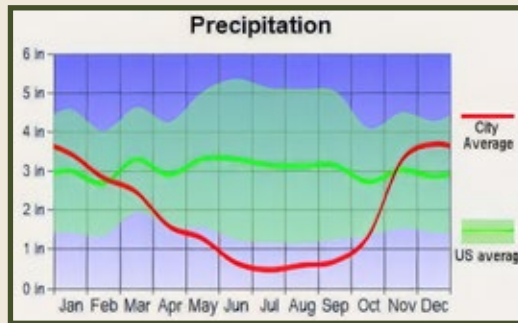
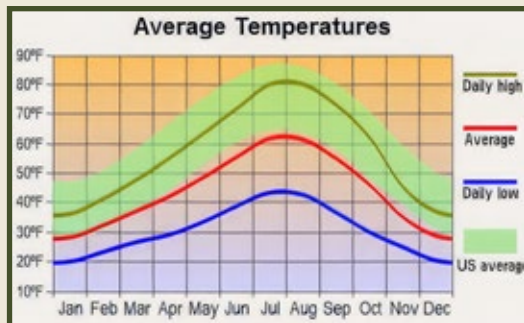


Crater Lake

CLIMATE

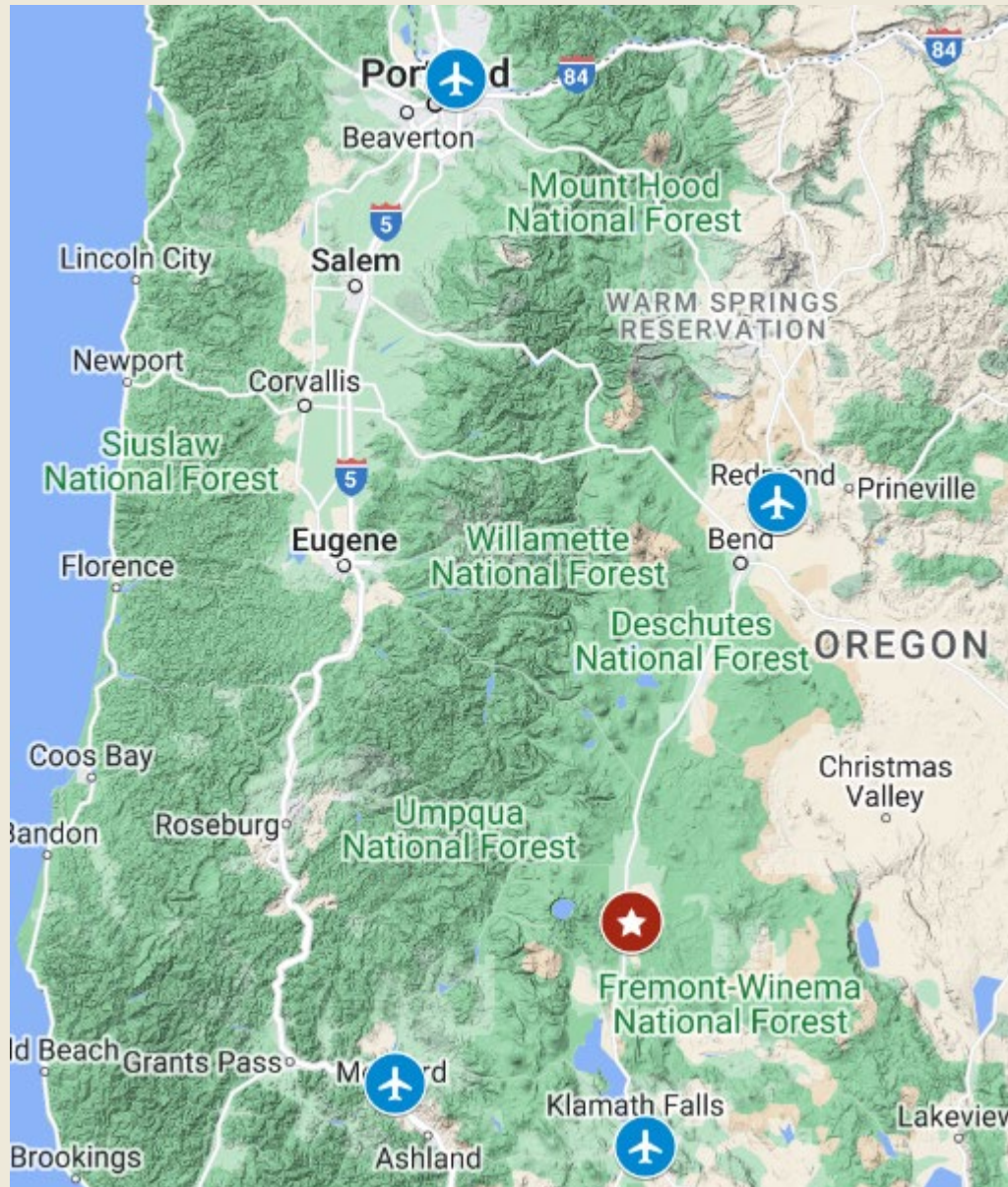
Chiloquin is at a high elevation and thus experiences four distinct seasons. In the summer, temperatures average 85 degrees F, with highs in the low 100s F, but they cool off into the 50s at night. In the winter, temperatures can fall below 0 degrees F, with average highs in the 40s and lows in the high teens Fahrenheit. It rains 12-20± inches per year and snowfall averages around 60± inches annually.

Climate charts courtesy of <https://www.city-data.com/city/Chiloquin-Oregon.html>



LOCATION

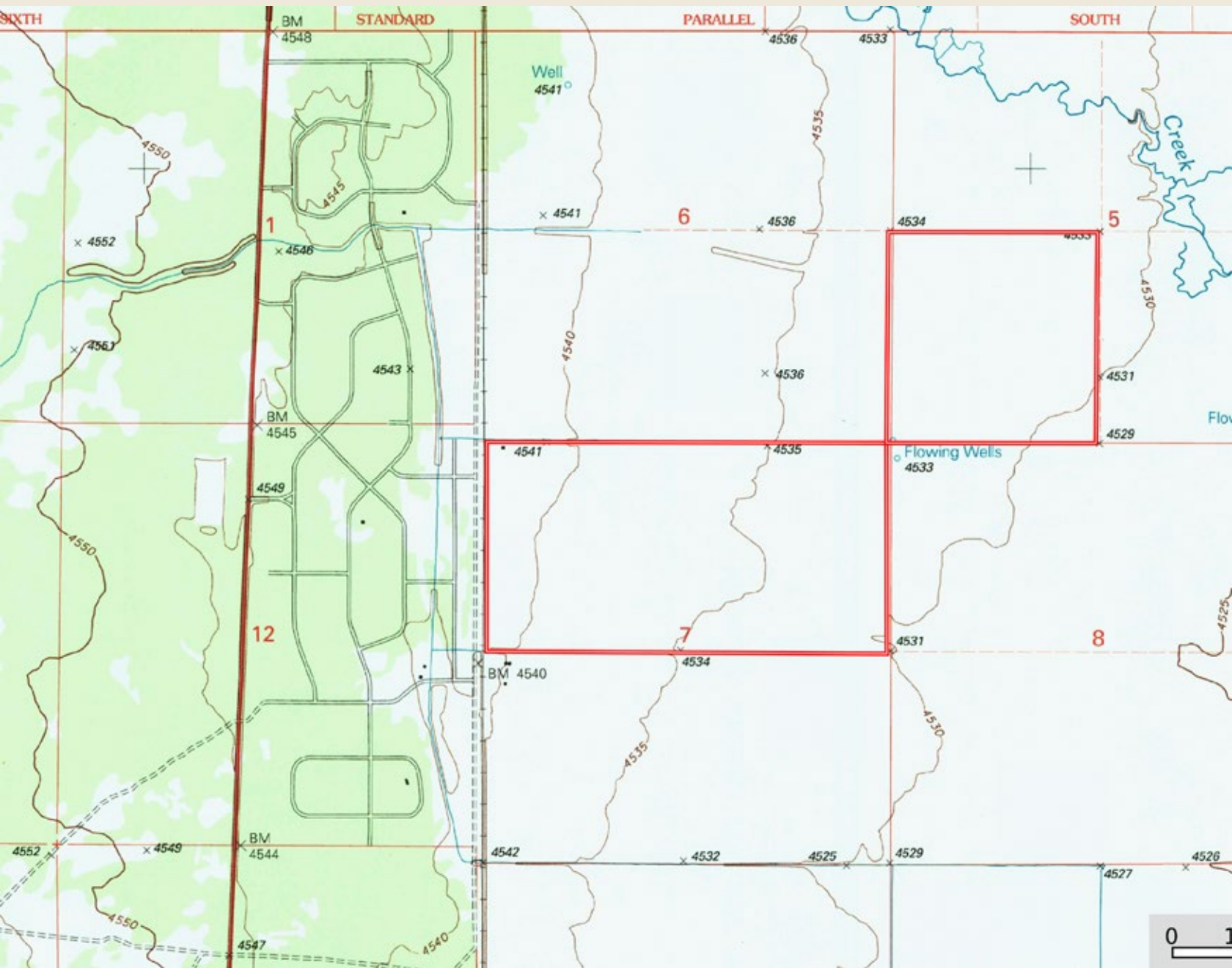
Chiloquin, Oregon, is a charming town at the crossroads of scenic natural beauty and rich cultural history. Located near the eastern edge of the Cascade Mountains, it offers access to stunning landscapes, including Crater Lake National Park, renowned for its deep blue waters. The area is also home to the Klamath River, providing excellent opportunities for fishing and outdoor recreation. With a tight-knit community, Chiloquin embodies a blend of adventure and tranquility, perfect for nature enthusiasts.



AIRPORT SERVICES

The Crater Lake-Klamath Falls Regional Airport (KLMT) has no commercial airline service but is accessible for private flights. The nearest commercial airports are Rogue Valley International-Medford Airport (KMFR), 104± miles west, with airlines like Alaska, Delta, and United offering flights to various major cities. Roberts Field (KRDM) in Redmond, Oregon, is also 104± miles north, served by Alaska and American Airlines, among others. Redding Municipal Airport (RDD), about 197 miles south, provides flights to Los Angeles and San Francisco. Finally, Portland International Airport (KPDJ) is 240± miles northwest, offering extensive connections







STATE OF OREGON
WATER SUPPLY WELL REPORT
 (as required by ORS 537.765 & OAR 690-205-0210)

KLAM 59411
12/9/2015

WELL ID, LABEL# L 117717
START CARD # 1026356
ORIGINAL LOG #

(1) LAND OWNER Owner Well ID _____
 First Name MOSBY FAMILY TRUST Last Name _____
 Company MOSBY JOHN & MARILYN J CO TRUSTEE & MOSBY FAMILY T
 Address 1133 NORTH H ST, SUITE L
 City LOMPOC State CA Zip 93436
(2) TYPE OF WORK ☒ New Well ☐ Deepening ☐ Conversion
☐ Alteration (complete 2a & 10) ☐ Abandonment (complete 5a)

(2a) PRE-ALTERATION
 Dia + From To Gauge Stil Plc Wld Thrd
 Material From To Amt sacks/lbs
 Seal: _____

(3) DRILL METHOD
☐ Rotary Air ☒ Rotary Mud ☐ Cable ☐ Auger ☐ Cable Mud
☐ Reverse Rotary ☐ Other _____

(4) PROPOSED USE ☐ Domestic ☒ Irrigation ☐ Community
☐ Industrial/ Commercial ☐ Livestock ☐ Dewatering
☐ Thermal ☐ Injection ☐ Other _____

(5) BORE HOLE CONSTRUCTION Special Standard ☐ (Attach copy)
 Depth of Completed Well 318.00 ft.
BORE HOLE **SEAL** **sacks/lbs**

Dia	From	To	Material	From	To	Amt
28	0	10	Bentonite	0	30	95 S
22	10	318			Calculated	73.91
					Calculated	

How was seal placed: Method ☐ A ☐ B ☐ C ☐ D ☐ E
☒ Other DRY POURED
 Backfill placed from _____ ft. to _____ ft. Material _____
 Filter pack from _____ ft. to _____ ft. Material PEA GRAV Size 3/8" - 3/5
 Explosives used: ☐ Yes Type _____ Amount _____

(5a) ABANDONMENT USING UNHYDRATED BENTONITE
 Proposed Amount _____ Actual Amount _____

(6) CASING/LINER

Casing	Liner	Dia	From	To	Gauge	Stil	Plc	Wld	Thrd
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WATER RIGHTS

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.

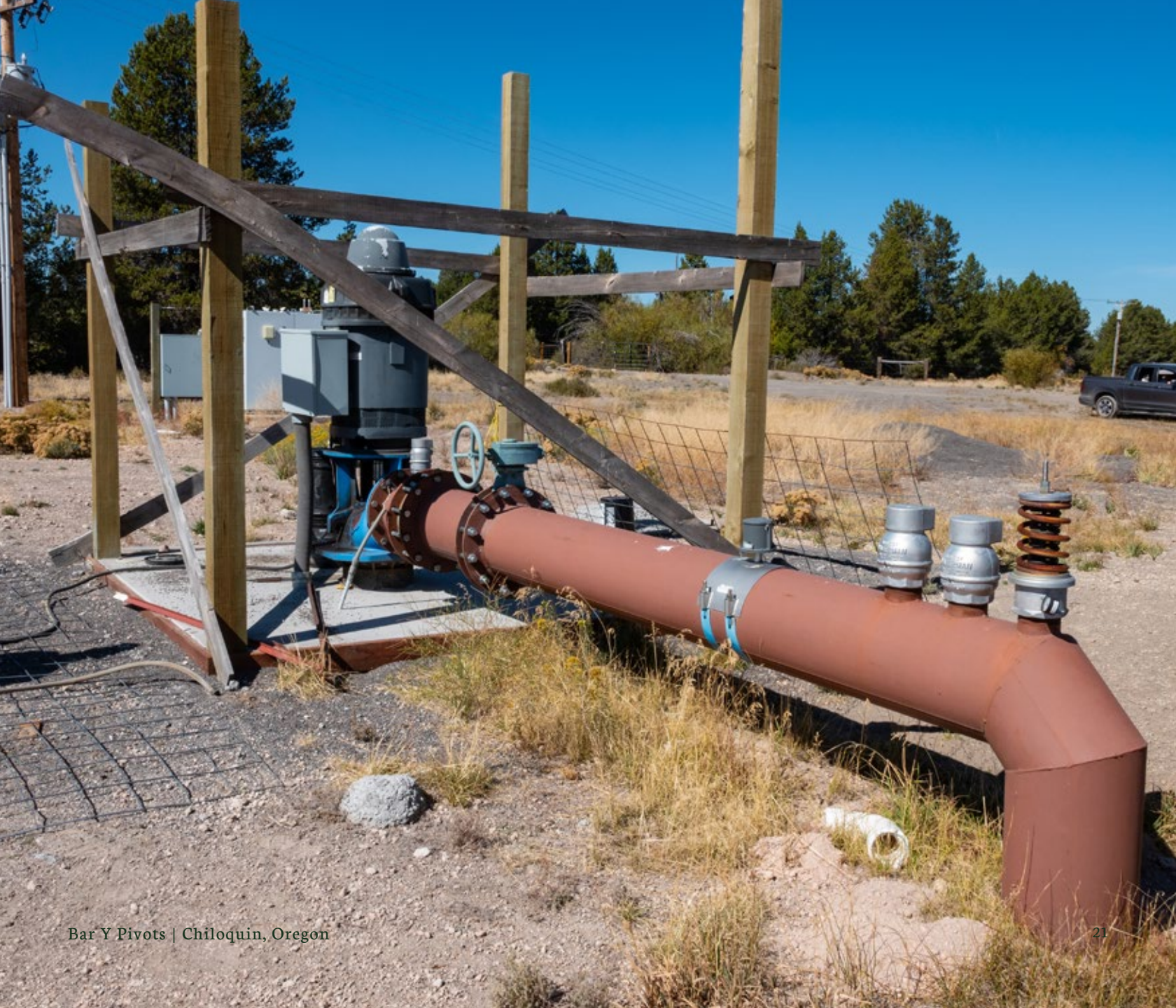
Per the Oregon Department of Water Resources (ODWR), the Bar Y Pivots benefit from 456± acres of surface water rights sourced from Scott Creek and Upper Sand Creek, as evidenced by Klamath Basin General Stream Adjudication Water Right Claim 18 (Claim KL 18) Proposed Order. The adjudication process has not yet been finalized. The Bar Y Pivots additionally benefit from 469± acres of supplemental water rights from an irrigation well on the property, as evidenced by ODWR T-1192. For further clarification of the property water rights, it is recommended that a prospective purchaser engage the services of a licensed, certified water rights examiner.

MINERAL RIGHTS

All mineral rights now owned by the seller and appurtenant to the property will convey to the purchaser at closing. Prospective purchasers are advised to seek a mineral search from a title company, mineral rights consultant, or attorney for further information about the property’s mineral rights.

CONSERVATION | STEWARDSHIP

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

Bar Y Pivots is an exceptional agricultural property for operators or investors. With three Valley center pivots, all less than ten years old, three-phase power, and variable frequency drive for the well pump, the property's infrastructure is energy and labor efficient. Additionally, being equipped with stock watering tanks and completely fenced for cattle allows flexibility for a producer to pivot in the direction that best fits their operation and pocketbook. All of this while being in one of the most unique areas in Oregon, the Klamath Marsh. Come and see this quality asset today.



FAY

PRICE

\$1,200,000

TAXES

\$483.24

TERMS

Cash
Conventional Financing
1031 Exchange

NOTE

The seller is offering to negotiate buyer repair credit for Pivot #3, with an acceptable purchase offer.

CONTACT

Please contact **Alex Robertson** at (541) 420-2394 | arobertson@fayranches.com or **Scott Hawes** at (541) 419-0770 | shawes@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.



FARMS ■ TIMBER ■ RANCHES ■ SPORTING PURSUITS ■ VINEYARDS





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.

Real Estate Agency Relationships

- 5 An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker, agrees to act on
6 behalf of a buyer or a seller (the "client") in a real estate transaction.
- 7 Oregon law provides for three types of agency relationships between real estate agents and their clients:
- 8 **Seller's Agent** - Represents the seller only;
9 **Buyer's Agent** - Represents the buyer only;
10 **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
- 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.

Definition of "Confidential Information"

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

Duties and Responsibilities of Seller's Agent

- 25 Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the
26 agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the
27 other parties and the other parties' agents involved in a real estate transaction:
28
- 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.*



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