



**FAY**  
RANCHES

**ASPEN RIDGE RANCH**

Bly, Oregon  
\$12,000,000  
3,598.37± ACRES



# INTRODUCTION

Seven lakes and reservoirs with established senior water rights anchor Aspen Ridge Ranch in south-central Oregon, creating a level of control and operational stability that is increasingly difficult to secure. Spanning 3,598.37± deeded acres near Bly, the ranch is built for a buyer who values privacy, reliable production, and the ability to operate independently across seasons.

The property supports a proven cattle operation, combining deeded ground with an adjoining U.S. Forest Service allotment to create scale and flexibility for seasonal grazing. Timbered ridges, open meadows, and well-distributed water sources allow for efficient livestock movement while also sustaining strong wildlife presence, including elk and mule deer. Fishhole Creek and multiple impoundments further enhance both habitat and on-ranch recreation.

Improvements are designed to support ownership use plus guest accommodations, without compromising functionality. A 7,000± square foot log lodge serves as the central hub for gatherings, complemented by five additional log cabins and a historic manager's residence. The layout accommodates staff, guests, or multi-generational use while maintaining separation from core ranch operations. A hydroelectric system with propane backup provides dependable power for off-grid living.

Beyond its operational strength, the ranch offers year-round recreation, including on-site fishing, big game hunting, riding, snowmobiling, and cross-country skiing. Crater Lake National Park, Warner Canyon Ski Area, and Gearhart Wilderness are easy destinations for day trips. Held by the same family since 1975, Aspen Ridge Ranch reflects long-term stewardship and practical investment in land, water, and infrastructure—positioning it as a capable working ranch with luxurious owner and guest accommodations, plus the added benefit of privacy and self-reliance.

# QUICK FACTS

- 3,598.37± deeded acres with adjoining 11,718± acre U.S. Forest Service grazing allotment
- Senior water rights on seven lakes and reservoirs. Fishhole Creek flows the length of the ranch
- Supports 800± cow equivalents. Corral with custom steel crowding alley and loading chute, certified livestock scale
- 692 AUMs permitted on adjacent U.S. Forest Service allotment
- 7,000± SF log lodge with commercial kitchen, guest suites, and meeting space
- Five 1,250± SF log cabins plus a historic manager's cabin for staff or guest housing
- Hydroelectric power system with propane generator backup for reliable off-grid operation
- Diverse terrain, including timbered ridges and productive meadow ground for grazing and habitat
- Consistent wildlife presence, including elk, mule deer, pronghorn antelope, bear, waterfowl, and trout
- On-ranch amenities include a private lake with a dock, a tennis court, and a roping arena
- Held and improved by the same ownership since 1975, with long-term stewardship





# ACREAGE

- 3,598.37± deeded acres
- 11,718± USFS leased acres
- 15,316.37± total acres

The 3,598.37± deeded acres are configured for both productivity and control, combining timbered ground with open meadows that support strong seasonal grazing. Native grasses, reliable water distribution, and a practical layout allow for efficient livestock management across the ranch. Fishhole Creek runs through the property, supplemented by multiple developed water sources that extend grazing use and reduce pressure on any single area.

The operation extends beyond the deeded boundary into an adjoining 11,718± acre U.S. Forest Service allotment, permitted for 692 AUMs, providing additional scale and flexibility during the grazing season. The ranch headquarters sits at approximately 5,400 feet in elevation, offering a central, functional base for both operations and day-to-day oversight.







## SCENIC VISTAS

From the lodge and cabin decks, the land opens across irrigated and sub-irrigated meadows that follow Fishhole Creek through the center of the ranch. In spring, green forage fills the valley floor, and wildflowers emerge across the lower ground, while the surrounding timbered ridges frame the view and define the ranch's boundaries. The orientation provides clear sightlines across the working landscape, allowing an owner to watch livestock movement, water distribution, and seasonal changes from a single vantage point.



# IMPROVEMENTS

The improvements are designed to support both large groups and day-to-day ranch operations, giving an owner flexibility in how the property is used—from private family use to hosted retreats or business gatherings. The 7,000± square foot log lodge serves as the central hub, with four hotel-style suites featuring ensuite baths, additional staff accommodations, and a private owner or manager's quarters. A commercial kitchen, dining area, conference room, and bar create a functional setting for hosting, while direct access to expansive decks keeps the focus on the surrounding landscape.

Five additional 1,250± square foot log cabins expand lodging capacity, each offering two bedrooms, a kitchen, and an open living area. These are well-suited for guests, staff, or extended family, allowing multiple groups to stay comfortably without impacting the core residence.

Power is generated by an on-site hydroelectric system producing up to 20 kW, with three propane generators for redundancy.

Operational infrastructure is in place to support the ranch's working component, including a barn, corrals, and cattle loading facilities located near the preserved original cowboy cabin. The layout separates lodging from livestock operations, allowing both to function efficiently without overlap.





Aspen Ridge Ranch | Bly, Oregon

# RECREATION

Recreation is built into the ranch's daily use. Ride or drive along Fishhole Creek as it moves through the center of the property, or spend the afternoon fishing nearby reservoirs and on-ranch waters. A small lake with a floating dock supports both fishing and swimming, while a roping arena and tennis court add to the range of on-site activities. Whether managing cattle, hosting guests, or stepping away for a few hours outside, the ranch offers access to the outdoors without leaving the property.



# FISHING

Fishhole Creek runs through the ranch for miles, offering fishing for native redband and brown trout. Nearby reservoirs on USFS land offer fishing for stocked rainbow. Regional waters, including the Williamson, Wood, and Sprague Rivers, expand the experience, giving anglers a range of fisheries to enjoy throughout the season.



# HUNTING | WILDLIFE



*Photo not taken on property*

Wildlife moves naturally between the ranch and the surrounding Fremont-Winema National Forest, with elk and mule deer regularly crossing through timbered ridges and meadow corridors. The mix of forest, sage, and open ground supports strong populations and creates multiple vantage points for glassing or hunting during regulated seasons. The ranch should qualify for four Landowner Preference (LOP) tags. A prospective purchaser should verify with the Oregon Department of Fish and Wildlife (ODFW).

# AGRICULTURE

Aspen Ridge Ranch operates as a long-established, low-overhead cattle outfit built on reliable grass, water, and access to seasonal range. The ranch utilizes 3,598.37± deeded acres supported by an adjoining 11,718± acre U.S. Forest Service allotment permitted for 692 AUMs, allowing for a scalable grazing program across spring, summer, and fall. Sub-irrigated and flood-irrigated meadows provide consistent forage without the need for pumping, keeping input costs predictable and operations efficient.

The ranch has supported 800± cow equivalents seasonally for decades, with a program designed around cow/calf production and yearling development: 500± cows, 20± bulls, and 450± yearlings. Large, contiguous meadows form the core of the grazing system, with additional fields and holding pastures supporting rotation and cattle movement. Water is well distributed across the ranch, reducing pressure points and allowing for balanced use of the ground.





The proximity to California winter pasture provides a practical advantage, allowing cattle to remain on grass year-round rather than relying on stored feed. Combined with strong water resources, established infrastructure, and efficient pasture layout, Aspen Ridge Ranch offers a system that is both functional and repeatable—suited for an owner looking to continue a proven operation or adjust it to a new program.

# AREA HISTORY

Aspen Ridge Ranch lies near the town of Bly, a community shaped by both early Indigenous presence and a long tradition of Western ranching. The name “Bly” is derived from the Klamath word “p’lai,” meaning “up” or “high,” referencing its position along the upper reaches of the Sprague River. By the early 1870s, cattle operations began to take hold in the surrounding meadows, establishing a pattern of land use that continues to this day.

Growth in the area accelerated with the arrival of the Oregon, California, and Eastern Railroad in 1918, which connected Bly to broader markets and reinforced its role as a regional ranching center. The surrounding Fremont National Forest, established in the early 1900s, further defined the landscape—preserving large tracts of timber and rangeland that continue to support grazing, wildlife habitat, and public access.

Today, the region reflects the same working foundation, where established ranches, managed forestlands, and open space remain central to both the economy and the area’s character.



# NEARBY ATTRACTIONS & ACTIVITIES

Within a short drive, owners have access to some of southern Oregon's most recognized outdoor destinations. Crater Lake National Park sits roughly 50 miles north, offering hiking, spectacular vistas, and seasonal access around the caldera, while Lava Beds National Monument lies about 30 miles southeast with extensive cave systems and high-desert terrain to explore.

Closer to the ranch, the Williamson, Wood, and Sprague Rivers provide consistent trout fishing across multiple stretches of water, giving anglers options throughout the season. In winter, Warner Canyon Ski Area is approximately an hour away for a fun day trip. Within a few hours, Mount Bachelor and Willamette Pass Ski Area offer additional terrain for winter recreation.



*Crater Lake*



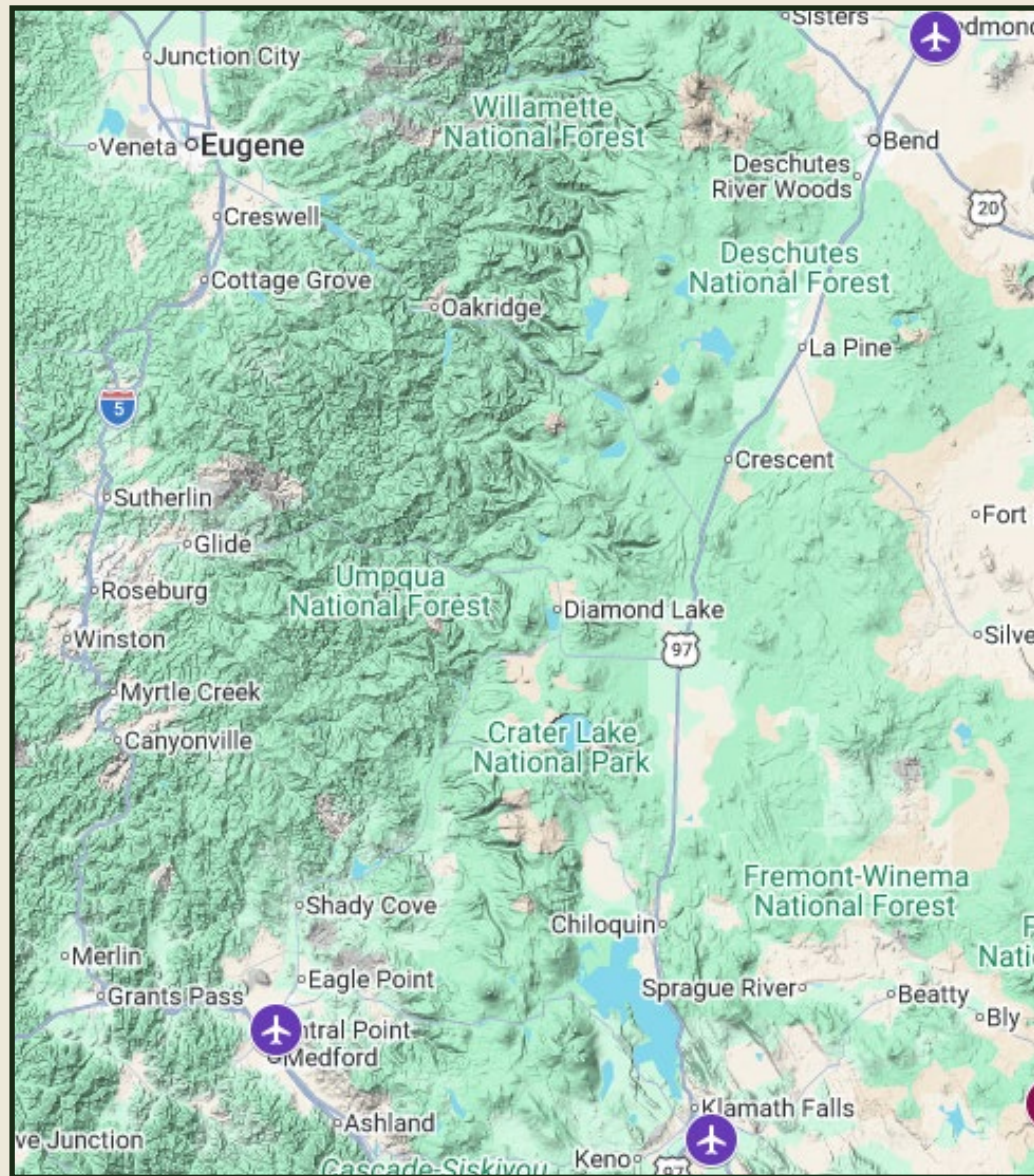
*Lava Beds National Monument*

# LOCATION

Aspen Ridge Ranch is positioned in south-central Oregon near Bly, between Klamath Falls and Lakeview, with access just south of Highway 140. The location places the ranch within a productive ranching corridor where large tracts, grazing permits, and dependable water resources continue to support long-standing operations.

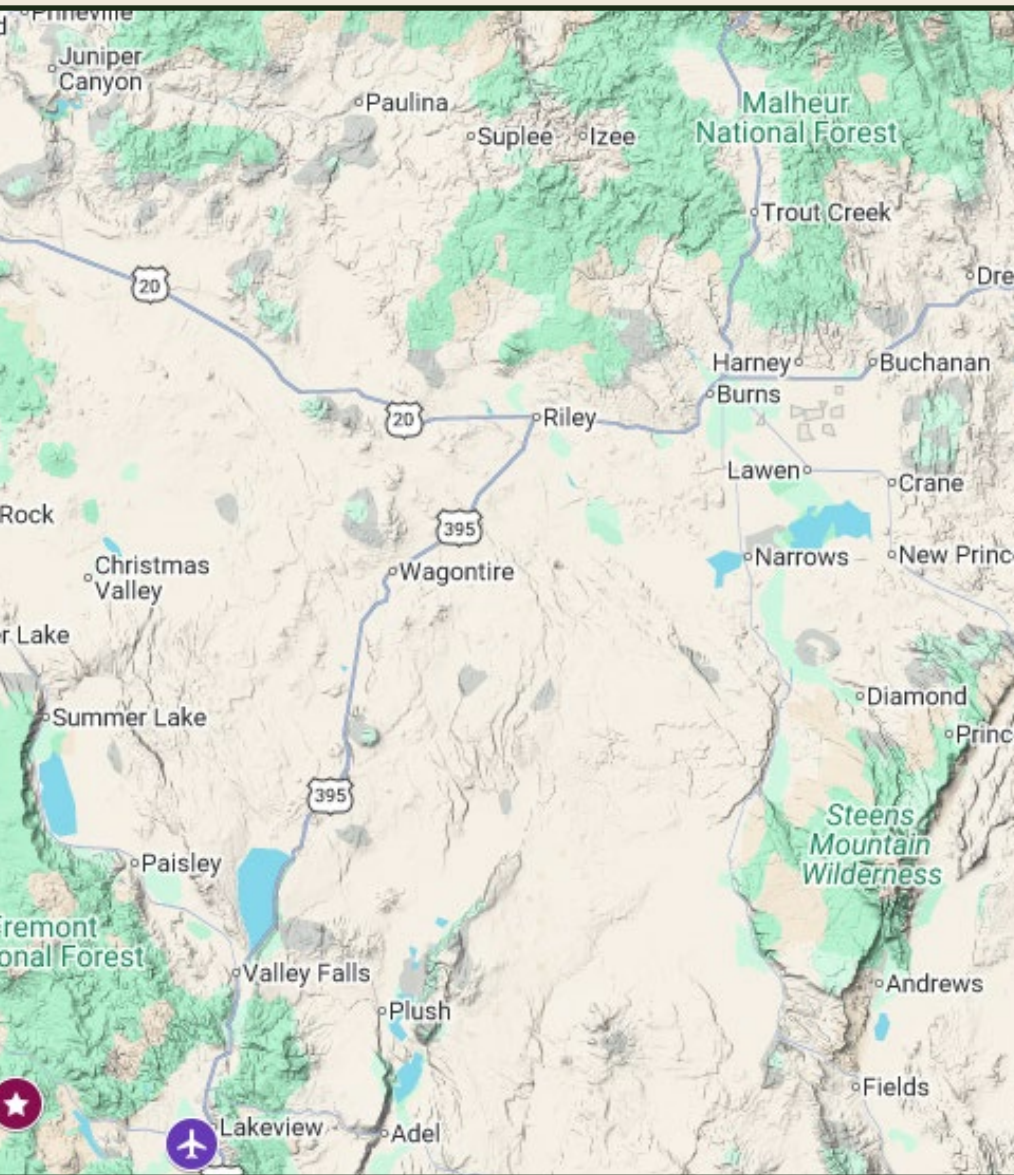
Health services, schools, and daily needs are available in Lakeview, approximately 42± miles east, and Klamath Falls, approximately 75± miles west. Bend, about 180± miles northwest, offers expanded dining, retail, and air service.

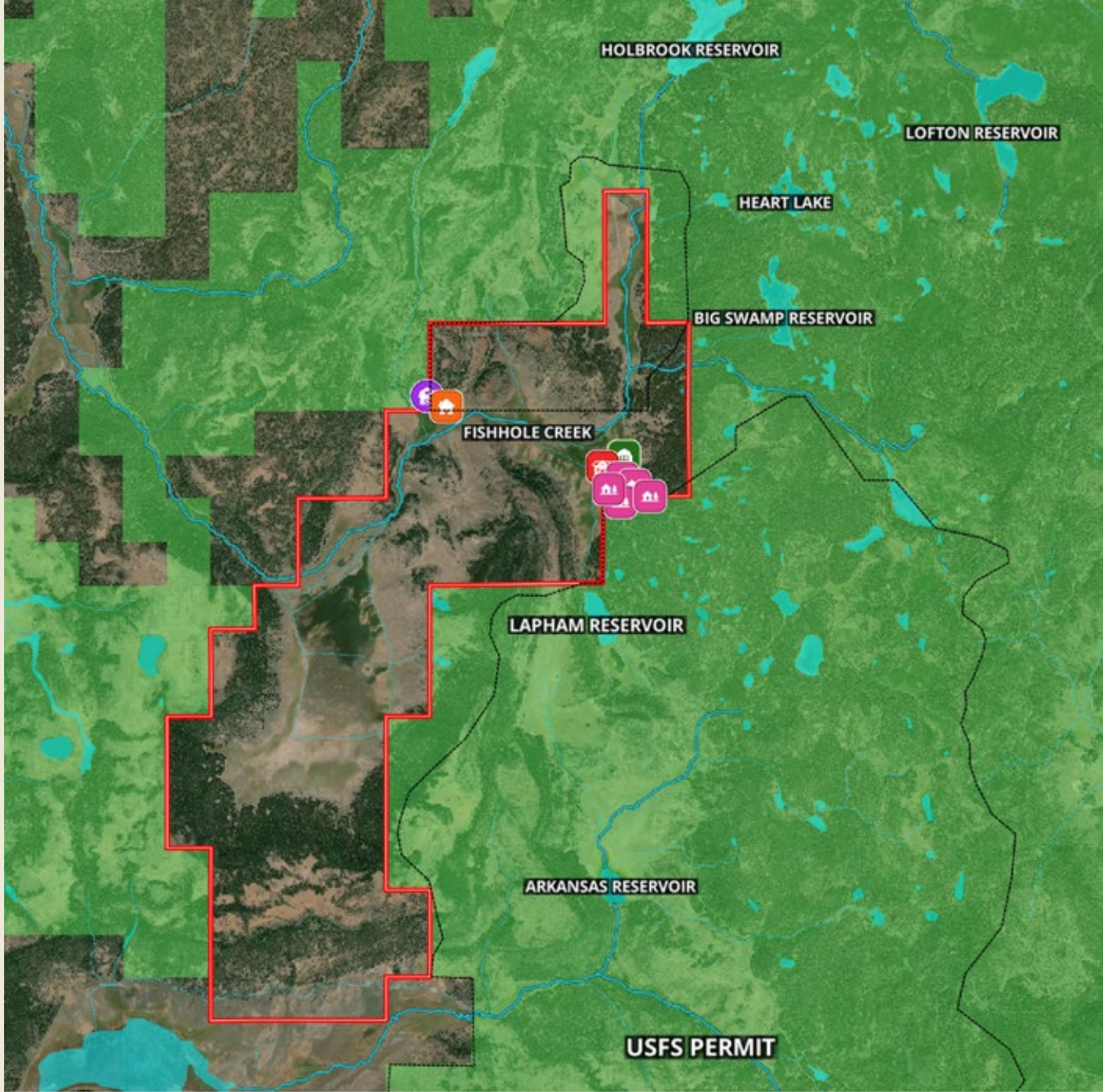
For an owner, the benefit is straightforward: operational scale and privacy without isolation, supported by reliable road access and proximity to established service centers.

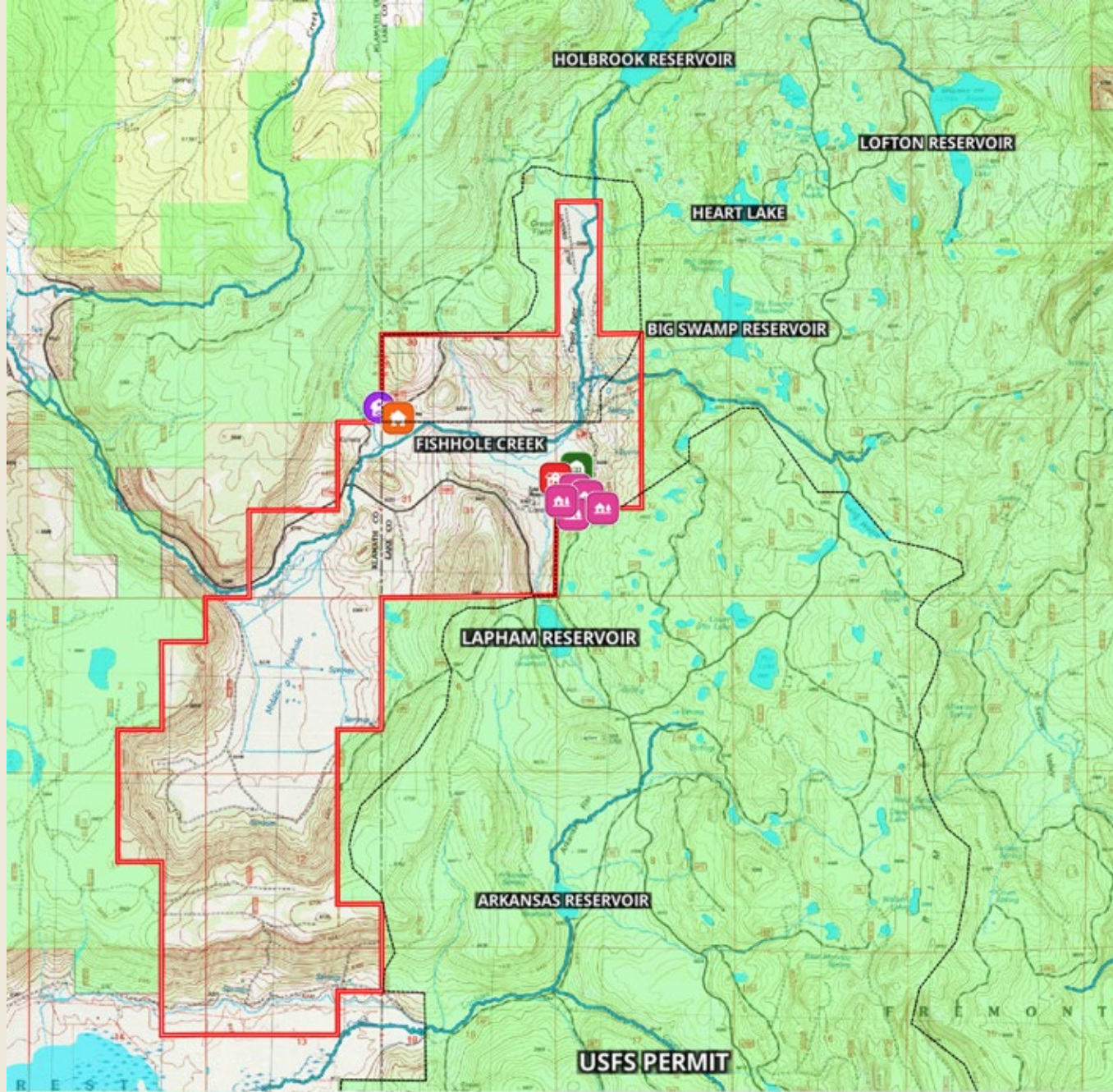


# AIRPORT SERVICES

Commercial air service is available through Rogue Valley International–Medford Airport, approximately 160± miles from the ranch, and Roberts Field in Redmond, also about 160± miles to the north. Both airports offer rental vehicles and connections to major western hubs. For closer access, Klamath Falls Crater Lake Regional Airport is located roughly 55± miles west of the ranch. The airport features two runways: one measuring 10,302' x 150' and a second at 5,001' x 75', both maintained in good condition at an elevation of 4,091'. Lake County Airport near Lakeview, approximately 42± miles east, provides an additional option with a 5,318' x 100' runway at an elevation of 4,734'.







# WATER RIGHTS

Domestic water for the lodge and cabins is supplied by a horizontal well that produced approximately 11 gallons per minute at the time of drilling. The system feeds a 10,000-gallon cistern above the improvements, providing gravity-fed delivery throughout the property. This engineer-designed system provides quality drinking water, has proven dependable over time and supports consistent, off-grid use.

Aspen Ridge Ranch controls a substantial and well-documented water portfolio totaling approximately 1,717.5 acre-feet of senior storage rights across seven reservoirs, along with surface irrigation rights covering 602.4 acres. These rights date from 1895 through 1959 and include key storage in Holbrook Reservoir (approximately 740 acre-feet), Big Swamp Reservoir (approximately 350 acre-feet), and Lofton Reservoir (multiple certificates totaling approximately 549.78 acre-feet). All are final certificates that define the associated rights served by stored water, providing clarity and long-term operational security.

## **Reservoir Storage Certificates:**

- Certificate No. 9981 (Big Swamp Reservoir, Heart Lake, Lapham Reservoir, Lofton Reservoir)
- Certificate No. 10938 (Holbrook Reservoir)
- Certificate No. 11691 (Lapham Reservoir)
- Certificate No. 8277 (Lofton Reservoir)
- Certificate No. 40430 (Lofton Reservoir – fish propagation)
- Certificate No. 40431 (Lofton Reservoir – fish propagation release)
- Certificate No. 8689 (Unknown Reservoir)
- Lost River Decree (Arkansas Reservoir)

## **Surface & Stock Water Rights:**

- Certificate No. 8170 (July 26, 1920)
- Certificate No. 8592 (July 26, 1920)
- Certificate No. 8593 (July 26, 1920)
- Certificate No. 8646 (January 27, 1927)
- Certificate No. 9981 (Priority years: 1886, 1887, 1893, 1895, 1898, 1907)
- Certificate No. 9993 (September 30, 1886)
- Certificate No. 10979 (May 27, 1930)
- Certificate No. 11722 (June 21, 1933)
- Decree Volume 18, Page 506 (December 31, 1902)



Several surface rights provide defined flow rates ranging from approximately 0.2 cubic feet per second to 6.28 cubic feet per second and are sourced from Fishhole Creek, Cold Spring Creek, and unnamed tributaries, supporting both irrigation and stock water across the ranch. Storage rights supplement natural flows, improving seasonal reliability and helping maintain downstream conditions. Many of these rights predate modern regulatory requirements, contributing to a more streamlined operational profile. While certain rights extend beyond the ranch, the acreages and volumes referenced here reflect only those appurtenant to Aspen Ridge Ranch.

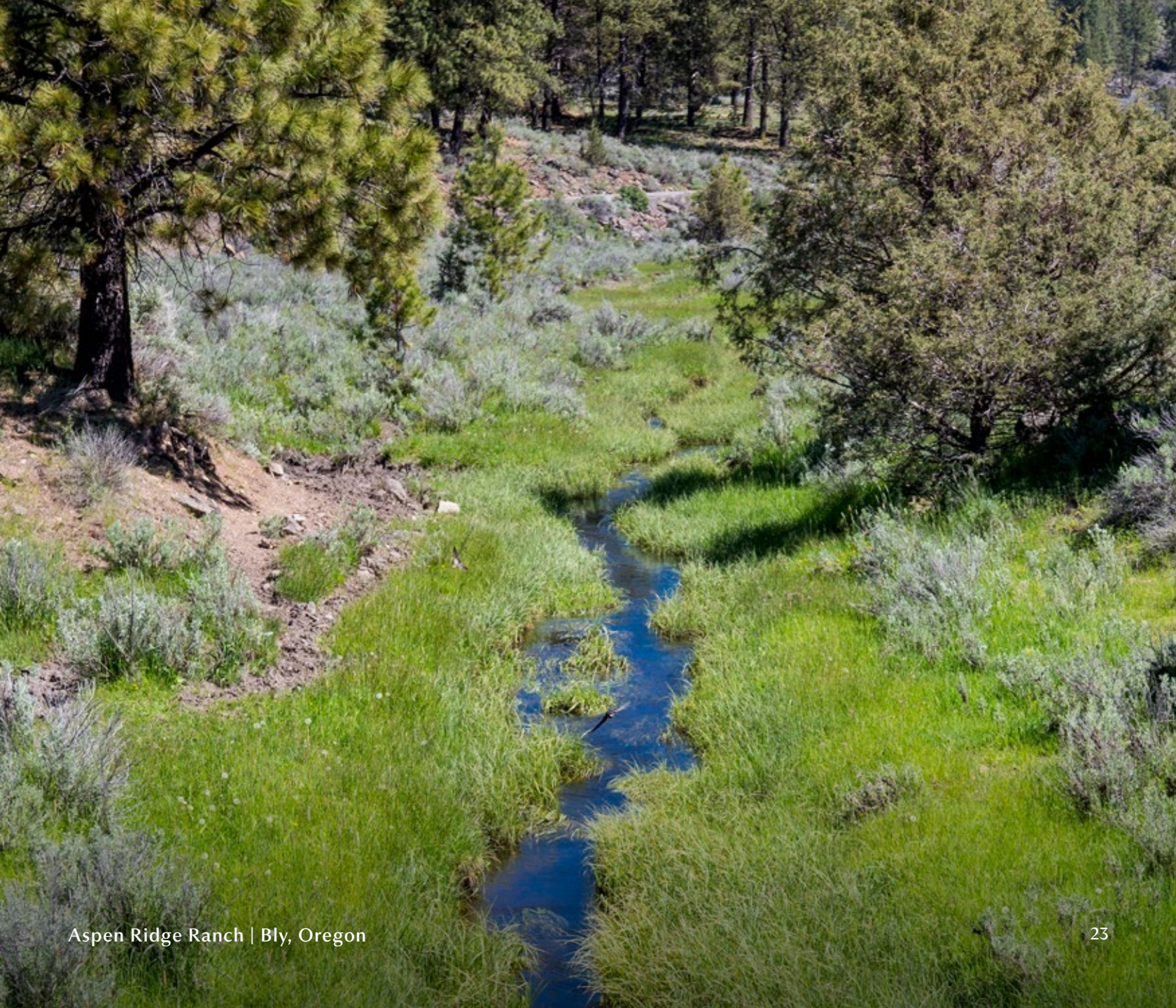
Under Oregon law, all water is publicly owned. With some exceptions, cities, farmers, factory owners, and other users must obtain a permit or water right from the Water Resources Department to use water from any source, whether it is underground or from lakes or streams. Landowners with water flowing past, though, 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.

For a better understanding of the ranch’s water rights, it is recommended that a serious inquirer engage the services of a licensed certified water rights examiner.



## CONSERVATION | STEWARDSHIP

Each of us at Fay Ranches 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 Ranches has guided owners toward a legacy of conserving wide-open spaces, enhancing and creating fisheries and wildlife habitats, and implementing sustainable agricultural operations. Fay Ranches 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

Seven lakes and reservoirs, backed by senior water rights, define Aspen Ridge Ranch, providing control and reliability that support both daily operations and long-term ownership. Across 3,598.37± deeded acres with adjoining Forest Service grazing, the ranch runs cattle through the seasons while offering privacy, off-grid power, plus a 7,000± square foot lodge and guest cabins. Mornings start on horseback or along Fishhole Creek, and evenings return to a retreat built for gathering, working, and staying connected to the land.





## PRICE

\$12,000,000

## TAXES

\$24,458.11

## TERMS

Cash  
Conventional Financing  
1031 Exchange

## CONTACT

This is an exclusive co-listing with Fay Ranches and Bentz Warner Ranchlands. Please contact **Alex Robertson at (541) 420-2394 | arobertson@fayranches.com**, **Scott Hawes at (541) 419-0770 | shawes@fayranches.com** or **Scott Warner at (541) 977-6809 | scott@bwranchland.com** to schedule a showing. An agent from Fay Ranches or Bentz Warner Ranchlands 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](http://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.



## INITIAL AGENCY DISCLOSURE PAMPHLET

OR 863-015-0215 (5)

1 *This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents must provide this information to*  
2 *you when they have sufficient contact information for you, unless they reasonably believe you already have a copy.*

3 *This pamphlet is informational only. Neither the pamphlet nor its delivery to you should be interpreted as evidence of intent to*  
4 *create an agency relationship between you and a real estate agent or a principal broker.*

5 *As used in this pamphlet, "principal broker" means a real estate agent authorized to control and supervise the professional real*  
6 *estate activity of other agents.*

### Real Estate Agency Relationships

8 An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent, agrees to act on behalf of a buyer or  
9 a seller (the "client") in a real estate transaction.

10 Oregon law provides for three types of agency relationships between real estate agents and their clients:

11 **Seller's Agent** - Represents the seller only;

12 **Buyer's Agent** - Represents the buyer only; and

13 **Disclosed Limited Agent** - Represents both the buyer and seller, or multiple buyers who want to purchase the same property.  
14 Representation of more than one client in the same transaction can be done only with the written permission of all clients.

15 When different agents associated with the same firm establish agency relationships with different parties in the same transaction,  
16 the principal broker authorized to control and supervise the agents ("Authorized Principal Broker"), the principal broker responsible  
17 for the firm ("Managing Principal Broker"), and other agents may be Disclosed Limited Agents, depending on the specific situation:

- 18 1. Agent(s) in the Same Firm Representing Different Parties. When one or more agents associated with the same firm establish  
19 agency relationships with different parties in a transaction, the firm's Managing Principal Broker is the Disclosed Limited  
20 Agent of all parties. The Authorized Principal Broker of an agent involved is a Disclosed Limited Agent of the agent's client.
- 21 2. Agents Supervised by the Same Authorized Principal Broker Representing Different Parties. If (a) more than one of a firm's  
22 agents are involved in a transaction, (b) those agents are representing different parties, and (c) those agents are supervised  
23 by the same Authorized Principal Broker, then the Authorized Principal Broker is the Disclosed Limited Agent of the agents'  
24 clients.
- 25 3. Agent(s) Supervised by the Same Authorized Principal Broker Representing More than One Party. If one or more of a firm's  
26 agents who are supervised by the same Authorized Principal Broker establish agency relationships with more than one  
27 client in a transaction, the agent(s) and the agent's Authorized Principal Broker are Disclosed Limited Agents of those clients.
- 28 4. Team Member(s) Representing More than One Party. If one or more members of the same real estate team represent more  
29 than one party in a transaction, all members of the real estate team, the team's Authorized Principal Broker and the firm's  
30 Managing Principal Broker are Disclosed Limited Agents of those parties.

31 The agents who are not Disclosed Limited Agents represent only the buyer or seller with whom they have already established an  
32 agency relationship unless all parties agree otherwise in writing.

33 *The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the*  
34 *time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate*  
35 *agent.*

### Definition of "Confidential Information"

37 Generally, agents must not disclose confidential information about their clients. "Confidential information" is information  
38 communicated to the agent or the agent's firm by the buyer or seller of one to four residential units regarding the real property

39 transaction, including but not limited to price, terms, financial  
40 does not mean information that:

- 41 a. The buyer instructs the agent or the agent's principal broker to  
42 instructs the agent or the agent's principal broker to
- 43 b. The agent or the agent's principal broker knows  
44 representation.

### Duties and Responsibilities

46 Under a written listing agreement to sell property, an agent represents the seller and the agent's principal broker  
47 agent to also represent the buyer. An agent who represents only the seller and the agent's principal broker represents both  
48 parties and the other parties' agents involved in a real estate transaction.

- 49 1. To deal honestly and in good faith;
- 50 2. To present all written offers and other communications to the seller and the agent's principal broker  
51 the property is subject to a contract for sale or the buyer's agent is not required to seek additional offers to  
52 3. To disclose material facts known by the agent and not a

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

- 54 1. To exercise reasonable care and diligence;
- 55 2. To account in a timely manner for money and property received from the seller;
- 56 3. To be loyal to the seller by not taking action that is adverse to the seller's interests;
- 57 4. To disclose in a timely manner to the seller any conflict of interest;
- 58 5. To advise the seller to seek expert advice on matters relating to the sale of the property;
- 59 6. To not disclose confidential information from or about the seller or the seller's agent;  
60 of the agency relationship; and
- 61 7. Unless agreed otherwise in writing, to make a continuous effort to market the property.  
62 Seller's Agent is not required to seek additional offers to sell the property.  
63 for sale.

64 None of the above affirmative duties of an agent may be waived or modified by a  
65 written agreement between seller and agent.

66 Under Oregon law, a Seller's Agent may show properties owned or controlled by the seller or the seller's agent  
67 properties for sale without breaching any affirmative duty to the seller.

68 Unless agreed to in writing, an agent has no duty to investigate market conditions, but  
69 but not limited to investigation of the condition of property, the legal description, and the zoning.

### Duties and Responsibilities

71 An agent, other than the Seller's Agent, may agree to act as the Buyer's Agent, even if the Buyer's Agent is receiving compensation for services.  
72 even if the Buyer's Agent is receiving compensation for services.  
73 Seller's Agent.

74 An agent who represents only the buyer owes the following affirmative duties to the seller and the agent's principal broker:  
75 agents involved in a real estate transaction:

- 76 1. To deal honestly and in good faith;
- 77 2. To present all written offers and other communications to the seller and the agent's principal broker  
78 the property is subject to a contract for sale or the buyer's agent is not required to seek additional offers to  
79 3. To disclose material facts known by the agent and not a

qualifications or motivation to buy or sell. "Confidential information"

principal broker to disclose about the buyer to the seller, or the seller  
disclose about the seller to the buyer; and  
or should know failure to disclose would constitute fraudulent

#### Duties and Responsibilities of Seller's Agent

represents only the seller unless the seller agrees in writing to allow the  
the seller owes the following affirmative duties to the seller, the other  
transaction:

to and from the parties in a timely manner without regard to whether  
is already a party to a contract to purchase; and  
apparent or readily ascertainable to a party;

received from or on behalf of the seller;  
adverse or detrimental to the seller's interest in a transaction;  
of interest, existing or contemplated;  
related to the transactions that are beyond the agent's expertise;  
the seller except under subpoena or court order, even after termination

effort, good faith effort to find a buyer for the property, except that a  
to purchase the property while the property is subject to a contract

except #7. The affirmative duty listed in #7 can only be waived by

by another seller to a prospective buyer and may list competing  
seller.

matters that are outside the scope of the agent's expertise, including  
legal status of the title or the seller's past conformance with law.

#### Duties and Responsibilities of Buyer's Agent

Buyer's Agent only. The Buyer's Agent is not representing the seller,  
is rendered, either in full or in part, from the seller or through the

affirmative duties to the buyer, the other parties and the other parties'

to and from the parties in a timely manner without regard to whether  
is already a party to a contract to purchase; and  
apparent or readily ascertainable to a party.

80 A Buyer's Agent owes the buyer the following affirmative duties:

- 81 1. To exercise reasonable care and diligence;
- 82 2. To account in a timely manner for money and property received from or on behalf of the buyer;
- 83 3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
- 84 4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
- 85 5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
- 86 6. To not disclose confidential information from or about the buyer except under subpoena or court order, even after termination
- 87 of the agency relationship; and
- 88 7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a
- 89 buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

90 None of these affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written  
91 agreement between buyer and agent.

92 Under Oregon law, a Buyer's Agent may show properties in which the buyer is interested to other prospective buyers without  
93 breaching an affirmative duty to the buyer.

94 Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including  
95 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 an Agent Who Represents More than One Client in a Transaction

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

100 Disclosed Limited Agents owe the following duties to their clients:

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

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

109 The principal broker and the real estate agents representing either seller or buyer shall owe the following duties to the seller and  
110 buyer:

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

114 No matter who they represent, an agent must disclose information the agent knows or should know that failure to disclose would  
115 constitute fraudulent misrepresentation.

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



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more.