



# FAY RANCHES<sup>®</sup> *Inc.*

## MOSER RANCH

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Denio, Oregon / Nevada

\$ 2,950,000 | 1,113± Acres

571 acres in Oregon; 542 acres in Nevada

FARMS ■ TIMBER ■ RANCHES ■ PLANTATIONS ■ VINEYARDS





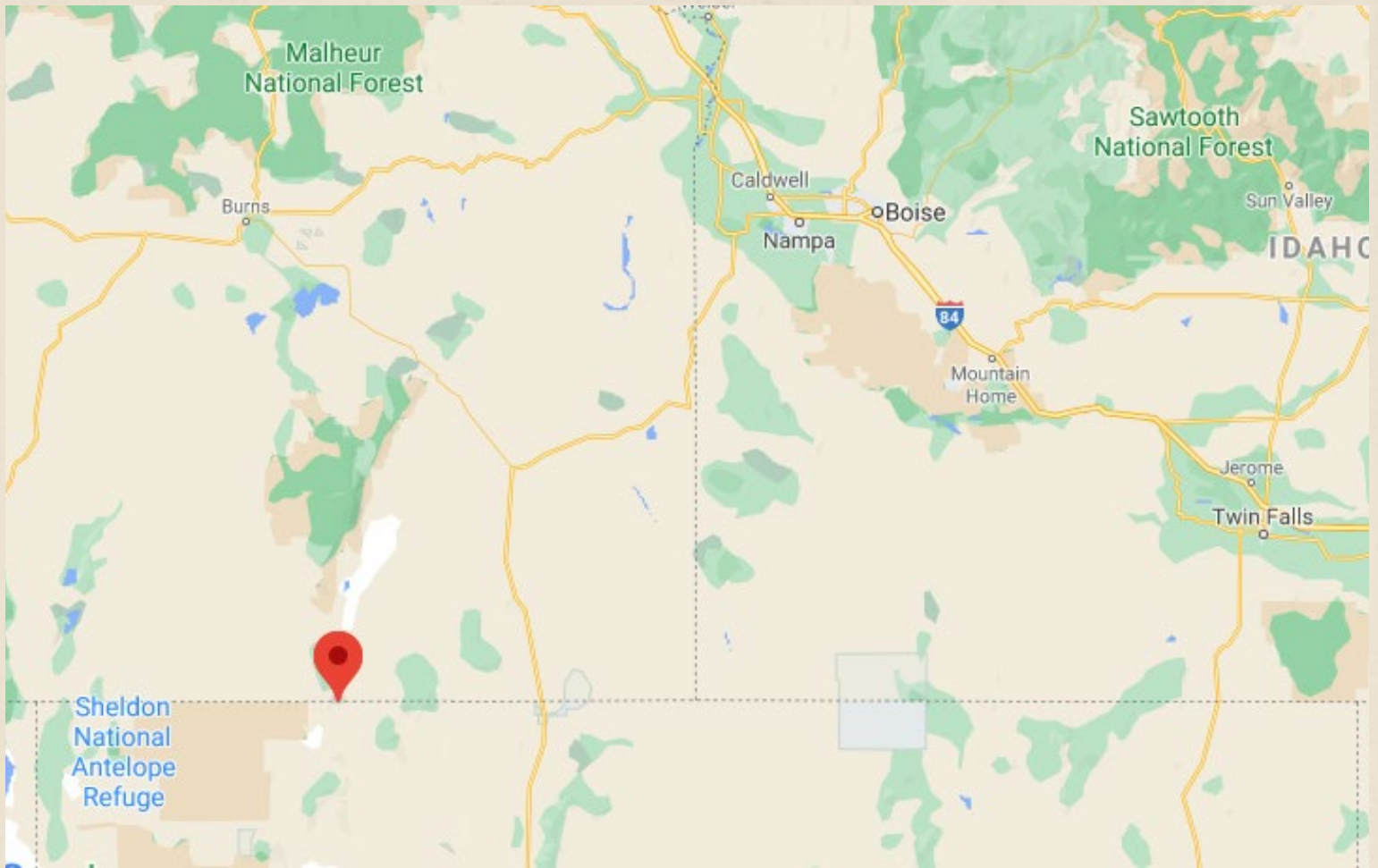
Moser Ranch | Denio, Oregon/Nevada



# INTRODUCTION

The Moser Ranch is an old-time Nevada/Oregon desert ranch that lies next to Denio, Nevada. The deeded land and the BLM permit are in both states. The permit is out the gate both for summer and winter. The irrigated ground has water rights from Denio creek for early spring and amazing wells for the remainder of the year. The Cow Lakes shares allow for another 200 plus cows, and the ranch can put up enough hay for 450+ cows. This is an opportunity to own a productive cattle ranch at an attractive per unit price. This is a true desert ranch out in the big country.





## LOCATION

Denio lies on the Nevada-Oregon state line in Humboldt County, Nevada. Airport Information. 208± Miles Northeast to the Boise, Idaho Airport. 222± Miles Southeast to the Elko Regional Airport. 266± Miles Southwest to the Reno -Tahoe International Airport indicates general area of the Moser Ranch.

## AIRPORT INFORMATION

- 208± Miles Northeast to the Boise, Idaho Airport.
- 222± Miles Southeast to the Elko Regional Airport.
- 266± Miles Southwest to the Reno -Tahoe International Airport.





# ACREAGE

1,113± Acres (572 acres in Oregon and 542 acres in Nevada)

# AGRICULTURE

- Hay
- Cattle





## CONSERVATION | STEWARDSHIP

Each of us at Fay Ranches has a love of the land and a desire to see it remain as productive agricultural ground as well as quality fish and wildlife habitat. Through promoting the use of thoughtful land stewardship, Fay Ranches has guided owners toward a legacy of conserving wide open spaces, enhancing and creating fisheries and wildlife habitat and implementing sustainable agricultural operations. Fay Ranches is proud to say that since our company began in 1992, the landscape on which we work has been significantly enhanced by the conservation ethic and land use practices of our clients.



# STRUCTURES







*High Rock Canyon - Wikimedia*

## RECREATION

Outside of Denio is incredible, as hot springs, unsuspecting ranges and canyons, and outdoor recreation are boundless. This part of Nevada is great for outdoor recreation like hunting, fishing, and camping, and visitors can enjoy a spectacular drive through High Rock Canyon just to the south. Denio is also adjacent to the Sheldon National Wildlife Refuge, which gives visitors a good chance of spotting some impressive wildlife who call the region home. ([www.travelnevada.com](http://www.travelnevada.com))

## HUNTING & WILDLIFE

- Great chukar hunting
- Huge Nevada | Oregon Mule deer





## 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 underground or from lakes or streams. Landowners with water flowing past, thru, or under their property do not automatically have the right to use that water without the Department's permit. The State of Oregon administers Oregon's water under a "prior-appropriation" doctrine; first in time, first in the right.

## MINERAL RIGHTS

All mineral rights appurtenant to the property and owned by the seller will convey to the buyer at closing.





## QUICK FACTS

- 1,113± acres total: 571 acres in Oregon, 542 acres in Nevada
- 480± acres Irrigated - two pivots, gated pipe, flood
- Alfalfa and irrigated pasture
- BLM grazing permit - 258 head 4/1-8/30 | 258 head 10/1-1/8•2500± square foot Home
- Corrals
- Scales
- Machine shop
- Historic Buildings from the early 1900s, Hotel, Bar, Horse Barn
- 420 shares of Cow Lakes Grazing Association, Jordan Valley, Oregon; 420 yearlings or 210 pair for the grazing season







## PRICE

\$2,950,000

## CONTACT

Please contact **Ken Bentz** at **(541) 647-0657** | **[kbentz@fayranches.com](mailto:kbentz@fayranches.com)** to schedule a showing. This is an exclusive listing. An agent from Fay Ranches 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](http://www.fayranches.com).

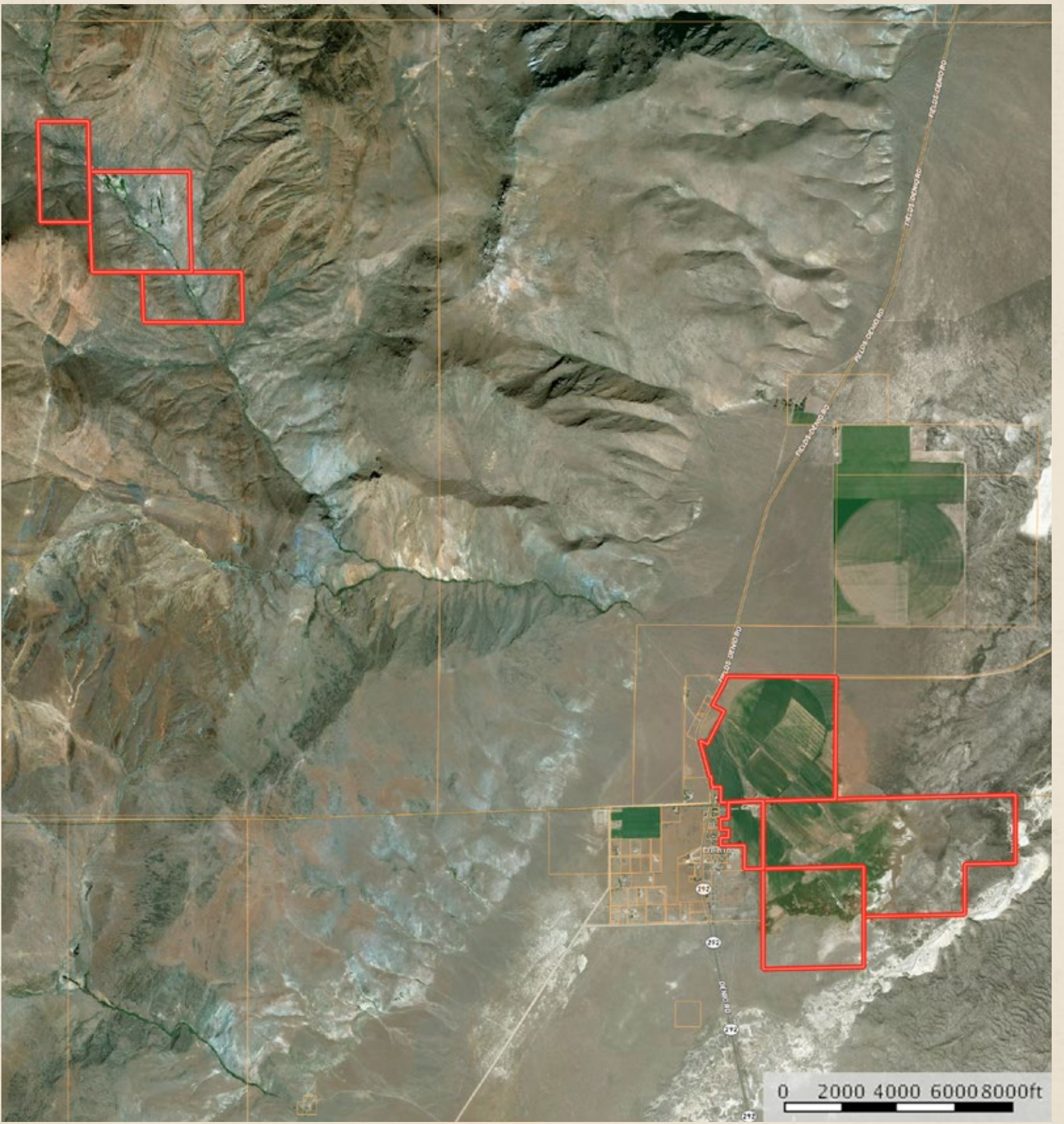
## NOTICE

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.













**OREGON REAL ESTATE INITIAL AGENCY  
DISCLOSURE PAMPHLET  
OAR 863-015-215 (4)**

*This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents and Principal Brokers are required to provide this information to you when they first meet you.*

*This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and an agent or Principal Broker.*

**Real Estate Agency Relationships**

An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker 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;

**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 property. This can be done only with the written permission of both clients.

*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 pamphlet carefully before entering into an agency relationship with a real estate agent.*

**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" does not mean information that:

- 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 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:

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
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

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

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. 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.

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 written agreement between seller and agent.

Under Oregon law, a Seller's Agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

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.

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

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 seller, even if the Buyer's Agent is receiving compensation for services rendered, either in full or in part, from the seller or through the Seller's Agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

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
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

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

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. 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;
5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. 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.

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 agreement between buyer and agent.

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

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.

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

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).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent; and
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 other person:
  - a. That the seller will accept a price lower or terms less favorable than the listing price or terms;
  - b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
  - c. 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.

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. If applicable, see Disclosed Limited Agency Agreement for identification of Disclosed Limited Agent. 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 agents representing either seller or buyer shall owe the following duties to the seller and buyer:

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

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would 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 agent, to represent you as a Seller'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 seller, 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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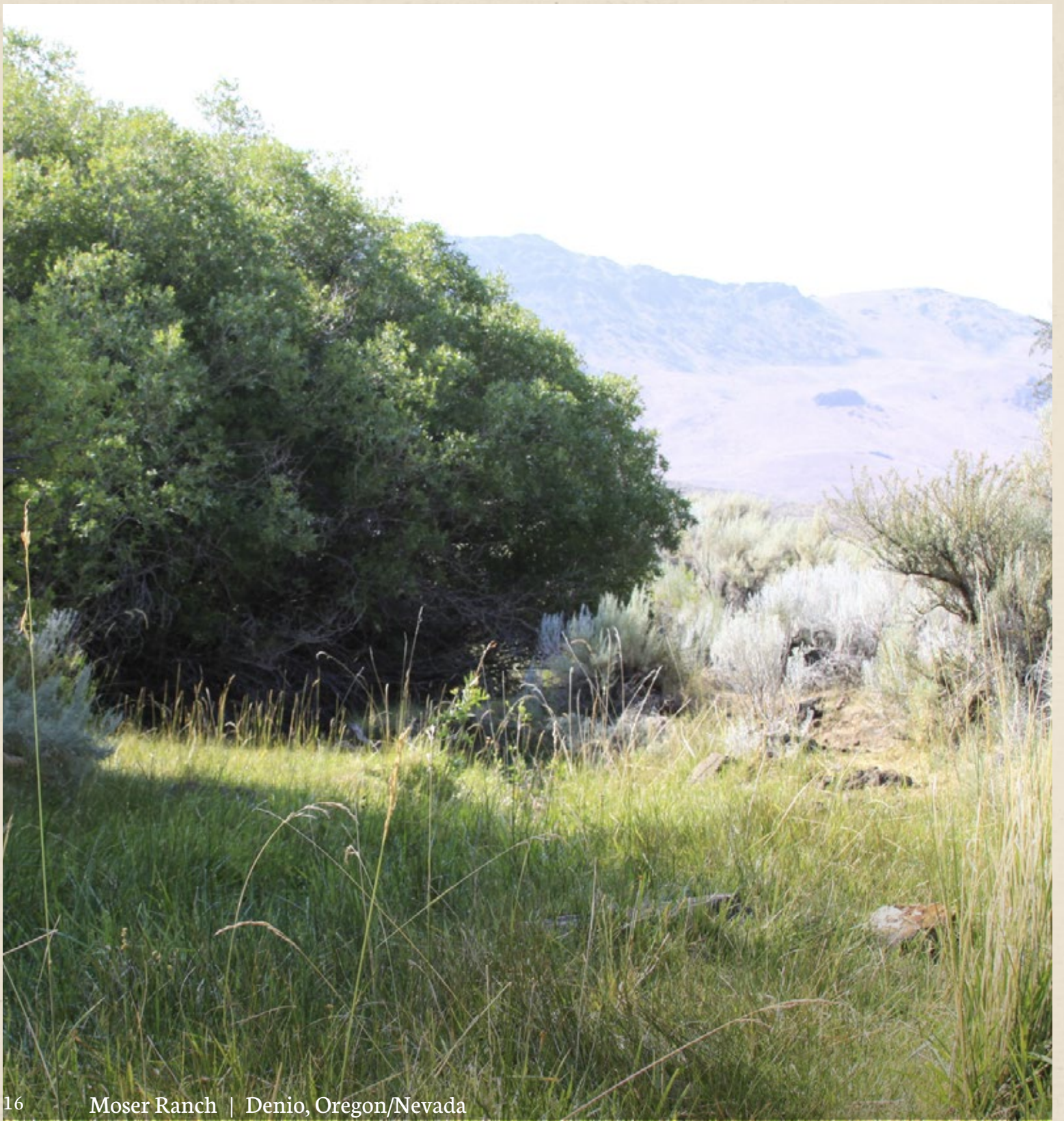
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# FAY

RANCHES<sup>®</sup>  
*Inc.*

Invest & Enjoy

KEN BENTZ

PRINCIPAL BROKER

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