



FAY
RANCHES_{Inc.}

BAR Y RANCH

Chiloquin, Oregon
\$8,500,000
6,399.61± ACRES



FARMS ■ TIMBER ■ RANCHES ■ SPORTING PURSUITS ■ VINEYARDS

INTRODUCTION

Set in a stunningly beautiful area between Oregon's scenic Cascade Mountains and its Fremont-Winema National Forest and bordering the Klamath Marsh National Wildlife Refuge, Bar Y Ranch offers the cattleman or investor a unique opportunity to acquire this reputable higher-elevation summer cattle pasturing operation. The 6,399.61± mostly contiguous acres include 5,248.3± acres of water rights available for a 125± acre center-pivot, and 4,427.2± acres of flood irrigated pasture, plus additional sub-irrigated pasture.

An expansive set of cattle working corrals with scales, hay storage, a Quonset shop, housing, and various outbuildings all support cattle operations. With good management and adequate labor, a savvy operator can summer a significant number of cow/calf pairs and/or yearling cattle on this ranch. For transporting cattle south to California winter pastures, markets, feedlots, or processing plants in any direction, this ranch is well located near US Highway 97.

The Williamson River meanders through or borders the ranch for 2.85± miles. From the ranch, it is just 20± miles to Chiloquin for groceries, 47± miles to Klamath Falls for goods and services, and 90± miles to Bend for all its recreational and cultural amenities. The area is rich in recreational opportunities, including, but not limited to, winter sports, hiking, biking, hunting, fishing, boating, and bird watching.

If you are looking for a significant holding with solid cattle production capability, plus recreational benefits in a beautiful mountain climate, you should take a serious look at this one.



QUICK FACTS

- 6,399.61± deeded acres
- 5,248.3± acres of water rights
- 2.85± miles Williamson River bordering or through the ranch
- Fenced and cross-fenced
- 2,372± square foot 2015 manufactured home
- 3,200± square foot Quonset shop with concrete floor
- 9,280± square foot large steel hay barn
- Two sets of corrals with Fairbanks-Morris 30,000# scale at home corrals
- Multiple accessory barns, shop, additional house, and cabin
- Less than two hours from Bend, Oregon









ACREAGE

Per the Klamath County Assessor, Bar Y Ranch contains 6,399.61± acres which are comprised of 20 assessor parcels (see chart). Most parcels are at an elevation of 4,512 feet to 4,530 feet above sea level.

Parcel P-899207 refers to the tax account of the 2015 manufactured home. Parcel R79578 is disconnected from the rest of the ranch. It provides access to the diversion for the ranch's water rights off Sand Creek.

Parcel Id	Map & Tax Lot	Assessed Acres	2024 Taxes	Zoning
R79578	3107-2800	16.98	\$280.23	F
R89718	3108-3100	227.60	\$136.64	EFU-G
R89745	3108-3300	320.00	\$356.59	EFU-G
R89727	3108-3500	160.00	\$96.05	EFU-G
R89790	3108-4000	3,876.68	\$3,736.57	EFU-G
P-899207	3108-4000	0.00	\$861.29	N/A
R89861	3108-5600	134.39	\$34.78	EFU-G
R89852	3108-5800	40.00	\$34.78	EFU-G
R89834	3108-5900	80.00	\$23.25	EFU-G
R89889	3108-6000	160.00	\$436.36	EFU-G
R90608	3208-500	401.87	\$667.19	EFU-G
R90127	3208-1100	160.00	\$71.76	EFU-G
R90635	3208-1200	160.00	\$257.31	EFU-G
R90546	3208-500-100	40.25	\$24.16	EFU-G
R90617	3208-500-300	169.25	\$95.03	EFU-G
R90449	3208-600-100	121.50	\$54.06	EFU-G
R89898	3208-600-300	156.05	\$157.10	EFU-G
R90564	3208-600-400	40.00	\$14.73	EFU-G
R857932	3208-600-800	57.88	\$16.80	EFU-G
R90118	3208-600-800	77.16	\$41.16	EFU-G
		6,399.61	\$7,539.37	F & EFU-G



SCENIC VISTAS

On the ranch, you can experience the vast horizons of the Upper Klamath Marsh and the adjoining Klamath National Wildlife Refuge, in contrast to the thick pine forests and volcanic buttes of the Fremont-Winema National Forest and the towering snow-capped peaks of the Cascade Range. Mount Scott, Mount Thielsen, Saddle Mountain, and Yamsay Mountain are all visible from the ranch.





IMPROVEMENTS

Bar Y Ranch has made the necessary improvements to its large cattle operation. This includes the following:

- 2,372± square foot 2015 Crown Homes with four bedrooms (including primary suite) and three bathrooms
- 1,672 square foot 2-bedroom, 2-bath house
- 768 square foot 1-bedroom, 1-bath cabin
- 3,200± square foot Quonset shop with concrete floor, currently used as a mechanic shop/storage
- 1,650± square foot storage building (previously a residence)
- 4,872± square foot livestock feeder barn (presently used as storage)
- 9,280± square foot steel-framed hay barn
- Scale house with Fairbanks-Morris 30,000# certified scale
- Corrals with a loading chute, squeeze, and alley to the scale house

Additionally, the ranch is fenced and cross-fenced, with multiple large pastures.









RECREATION

Klamath County is home to the Fremont-Winema National Forests and thousands of acres of BLM land, all available for multiple recreational opportunities. There are several hundred 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 located just 1 hour and 20± minutes from the ranch. Opportunities for downhill skiing can be found at Mount Bachelor, near Bend, Oregon, about 2 hours and 55 minutes northwest of the ranch, or Willamette Pass Resort-Ski Area, about 2 hours and 10 minutes northwest of the ranch.



Photo not taken on property



Photo not taken on 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 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 a healthy Rocky Mountain elk and mule deer population. The lower elevations are home to antelope. Predator control hunting is available during the 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. Large numbers 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 NWR is 15,000± acres of freshwater marsh and open water with a 9.5± mile canoe trail for those who 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.



INCOME OPPORTUNITY

Klamath County has long been a well-known area for the summer pasturing of cattle wintered elsewhere, often in nearby California. With good management and adequate labor, a savvy operator can summer a significant number of cow/calf pairs and/or yearling cattle on this ranch. Weather variations notwithstanding, cattle are typically placed on the ranch for seasonal grazing in late May and moved off by early October. With supplemental feed, it is common for area cattlemen to keep dry cows on area pastures until around Thanksgiving. The Bar Y Ranch is currently leased to a California cattleman for seasonal grazing at an annual rental rate of \$110,000. The tenant is responsible for managing and maintaining its cattle and ranch operations, the irrigation power, and ranch maintenance expenses. The primary ranch residence is not included in the lease.





AREA HISTORY

The Upper Klamath Marsh area in Klamath County, Oregon, has a rich history shaped by its natural landscape and the interaction of various cultures over time. For thousands of years, it was inhabited by Native American tribes, primarily the Klamath and Modoc peoples. They thrived in the region, utilizing the rich wetlands and lakes for fishing, hunting, and gathering. The marshes provided abundant food, including fish, waterfowl, and edible plants, and were integral to their way of life. With the arrival of European settlers in the mid-19th century, the dynamics in the Upper Klamath Marsh began to change. The promise of fertile land and resources attracted homesteaders. The late 19th and early 20th centuries saw the expansion of agriculture and ranching. This period marked the start of agricultural development, as settlers began to drain parts of the marsh for farming. Crops such as hay and grain became staples, while the demand for cattle ranching also grew. Ranchers recognized the region's potential for grazing and established cattle operations, contributing to the local economy. The creation of the Lower Klamath National Wildlife Refuge in 1908 and the establishment of the Upper Klamath National Wildlife Refuge in 1964 aimed to protect habitats. Today, the Upper Klamath Marsh remains a unique ecological area, supporting diverse wildlife and serving as a reminder of the region's complex history, intertwining the stories of its Native peoples, settlers, agriculture, and ranching. The area has since evolved into a blend of agricultural, recreational, and natural resource-driven economies, influenced by both its early settlers and the rich cultural history of its Indigenous peoples.



Upper Klamath Wildlife Refuge



Crater Lake

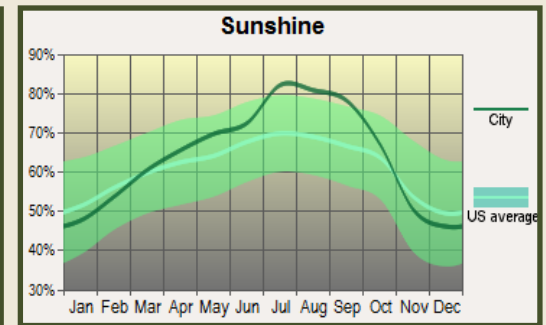
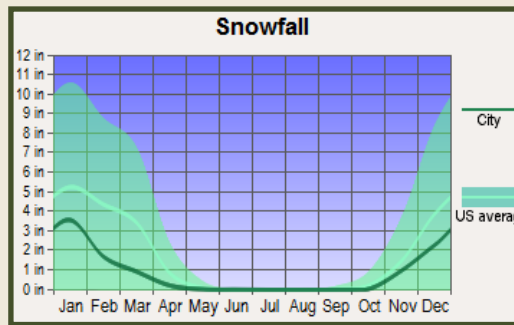
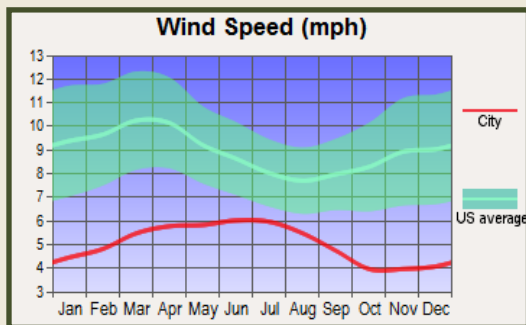
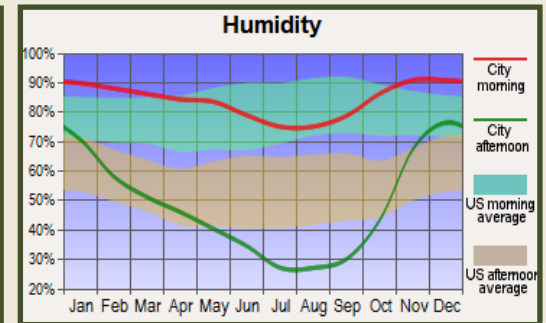
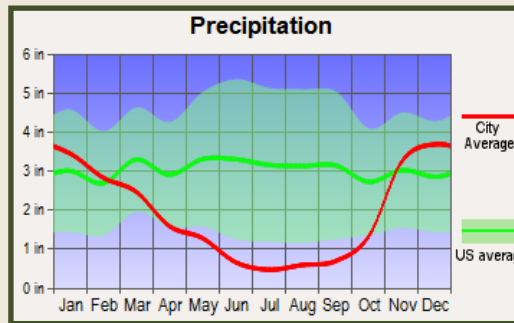
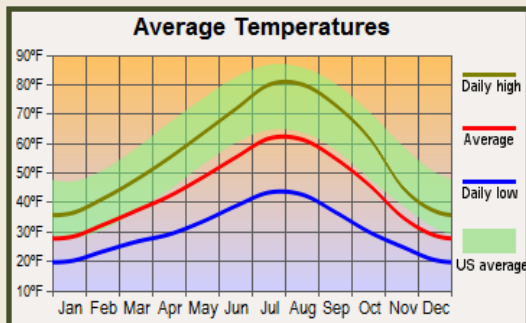
NEARBY ATTRACTIONS & ACTIVITIES

Crater Lake National Park is 28± miles from the Bar Y Ranch. It is known for its dark blue yet clear water and for being the deepest lake in the United States and tenth deepest in the world (third 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.

CLIMATE

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

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





CONSERVATION | STEWARDSHIP

While the Bar Y Ranch possesses excellent conservation attributes, it is not encumbered by a conservation easement.

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.

MINERAL RIGHTS

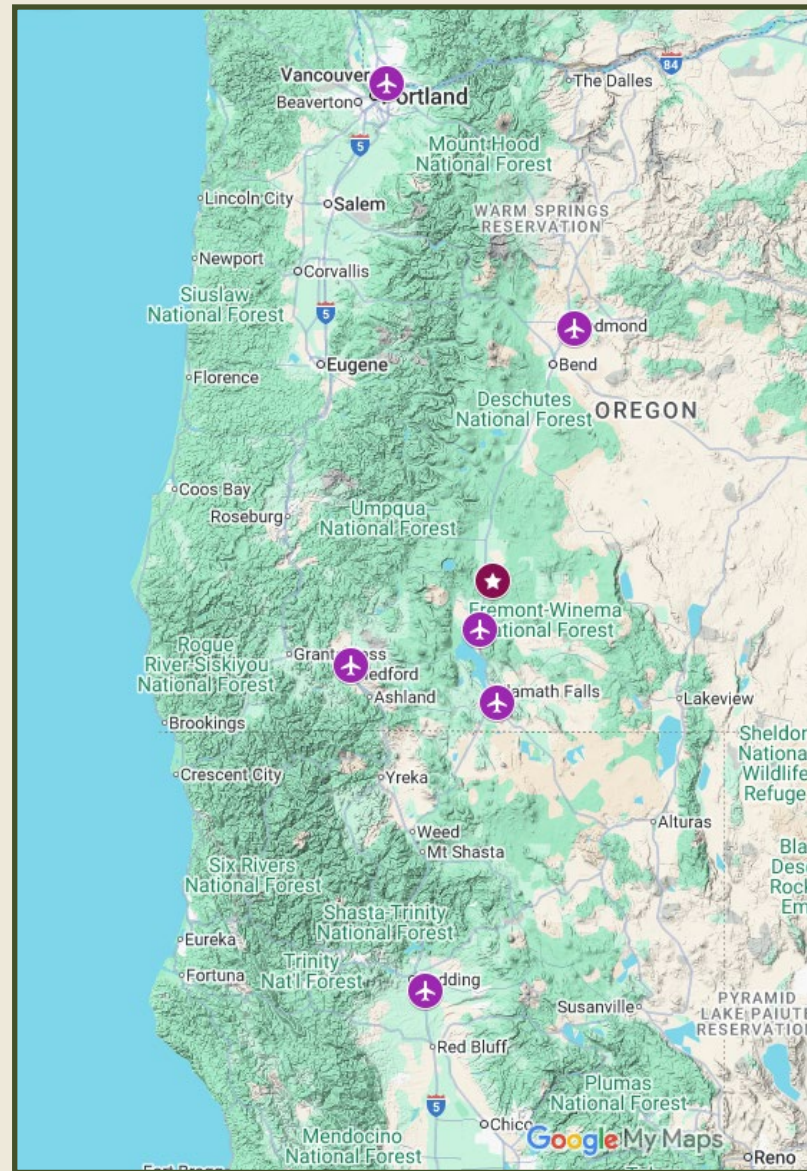
All mineral rights appurtenant to the property and owned by the seller will convey to the buyer at closing. Mineral rights are not guaranteed. It is suggested that the buyer conduct a mineral search with a title company.

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. Also at hand are the famed Williamson River, Agency Lake, and Upper Klamath Lake, 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.

GETTING THERE

From Bend, Oregon, head south on US Highway 97 for 92± miles, turn east onto private access road 0.5± miles to the ranch. From Klamath Falls, Oregon, head north on US Highway 97 for 47.5± miles, turn east onto private access road 0.5± miles to the ranch. Distances from ranch to: Medford, Oregon, 103± miles; Portland, Oregon, 234± miles; Redding, California, 252± miles.



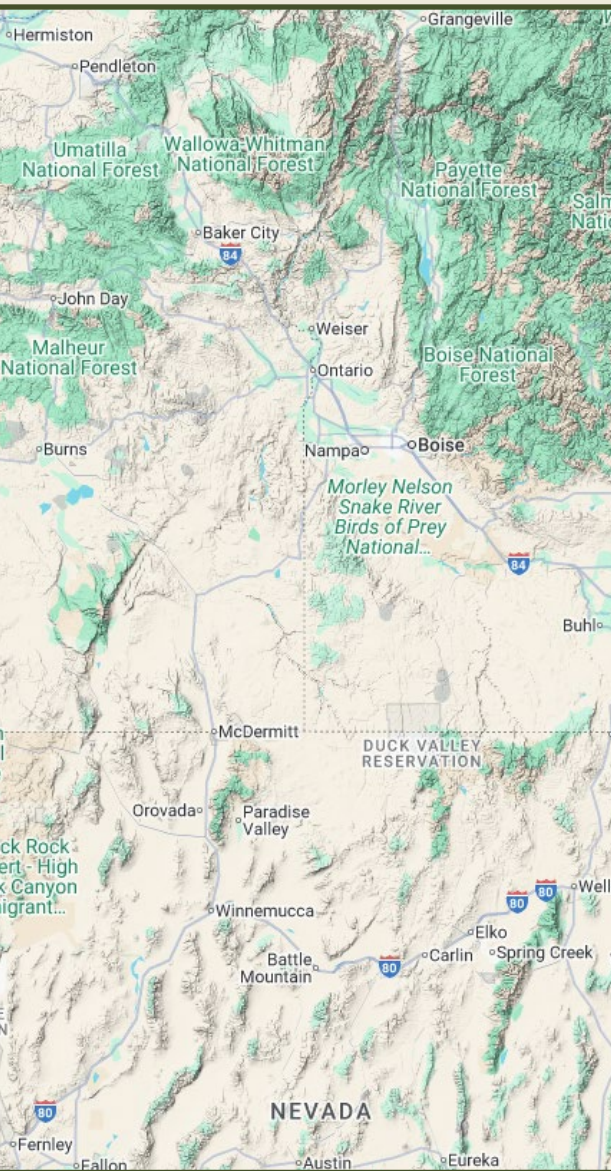
AIRPORT SERVICES

The **Crater Lake-Klamath Falls Regional Airport (KLMT)** does not currently offer commercial airline service but accommodates private flights. It also hosts Kingsley Field Air National Guard Base.

For commercial flights, the nearest options are:

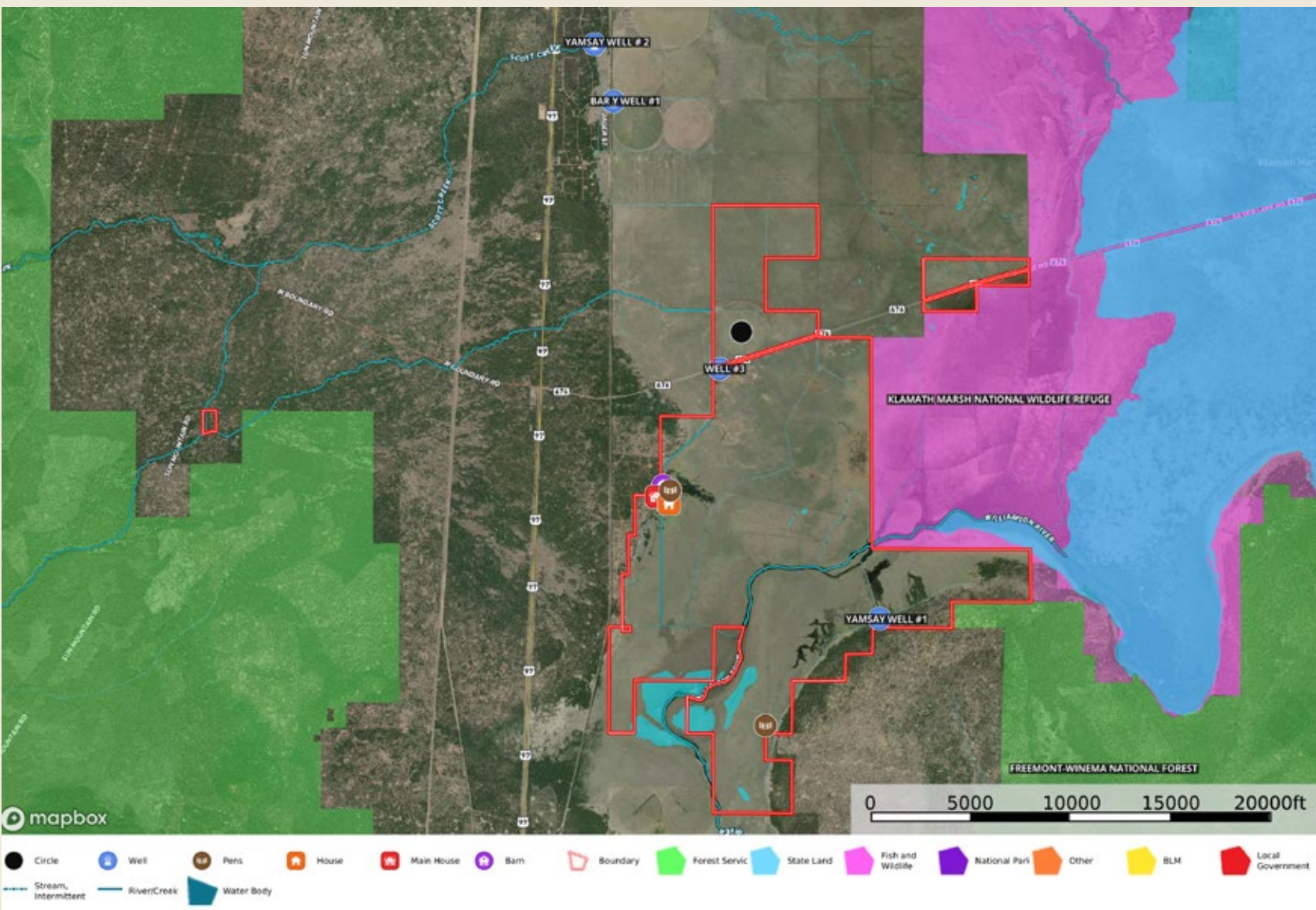
- **Rogue Valley International-Medford Airport (KMFR)** - 104± miles (1 hour 20± minutes west), served by Alaska, Delta, United, and Allegiant with flights to Portland, Seattle, Denver, Salt Lake City, Las Vegas, Phoenix, Los Angeles, San Diego, and San Francisco.
- **Roberts Field, Redmond (KRDM)** - 104± miles (2± hours north), served by Alaska, American, Delta, United, and Allegiant with flights to Seattle, Portland, Los Angeles, San Francisco, San Diego, Denver, and Phoenix.
- **Redding Municipal Airport (RDD)** - 141± miles (3.5 hours southeast), with United Express flights to Los Angeles and San Francisco.
- **Portland International Airport (KPDX)** - 311± miles (just over 5 hrs northwest), offering extensive domestic and international connections.

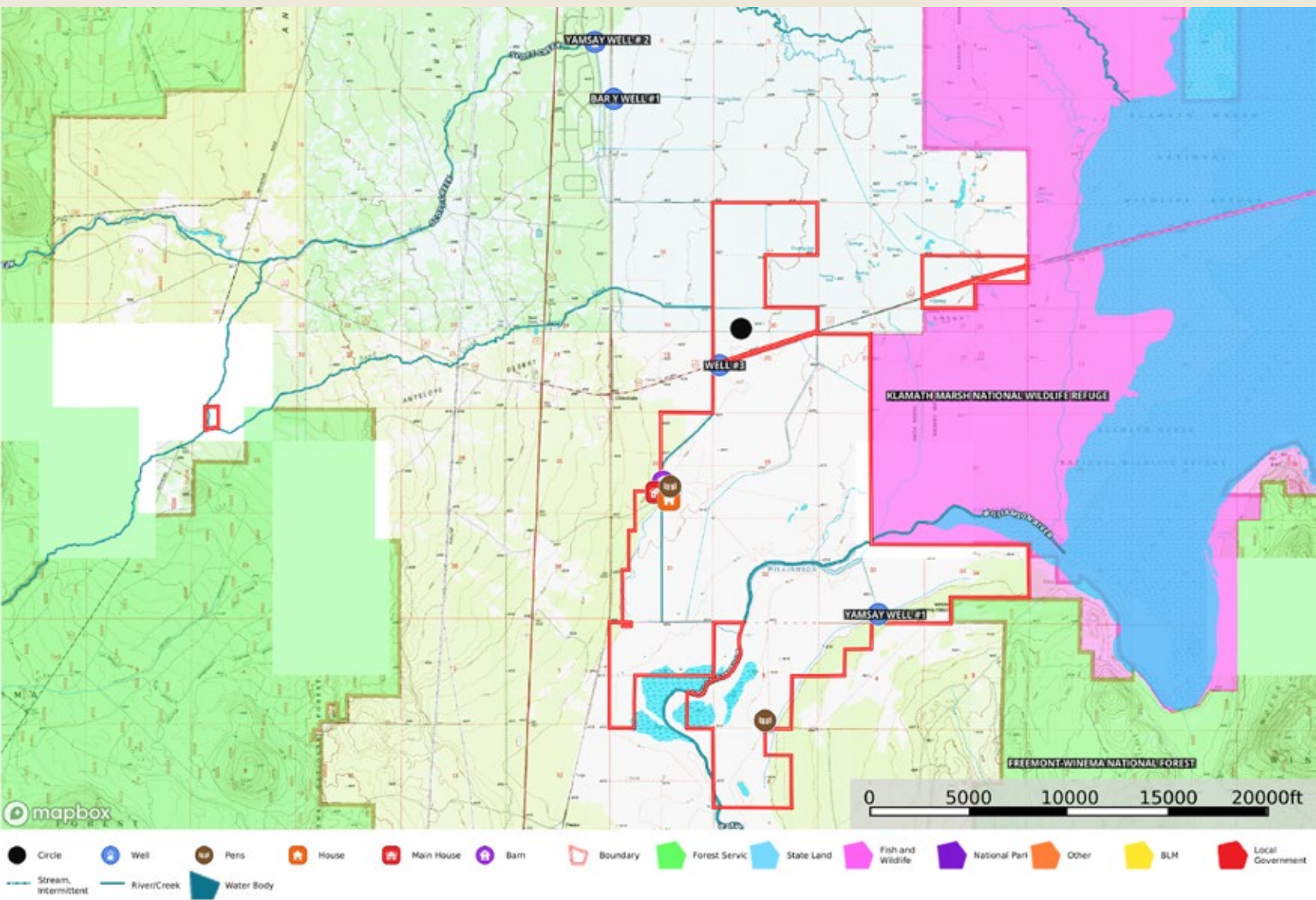
Nearby, **Chiloquin State Airport (2S7)** is just 20± miles southwest, featuring a 3,749' x 60' asphalt runway in good condition.











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, 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.

Per the Oregon Department of Water Resources (ODWR), the Bar Y Ranch benefits from 5,248.3± acres of primary and 4,897.2± acres of supplemental water rights sourced from Williamson River, Scott Creek, Sand Creek, and four groundwater wells. These water rights are evidenced by ODWR Certificates 31364, 33523, 34993, 33422, 34994, 33522, Permit G-8842, and Transfer Application T-11922, which adds an additional Point of Appropriation to cancelled Certificate 34992.

Per the Klamath Basin General Stream Adjudication Corrected Partial Order of Determination dated February 28, 2014, Water Right Claim 18 (Claim KL 18), of the Bar Y Ranch water rights sourced from Scott Creek, Sand Creek and the Williamson River 749.7± acres of these water rights meet the elements of a Walton Claim with a Date of Priority of October 14, 1864. Klamath County Circuit Court proceedings and Adjudication challenges are anticipated to last for many years.

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.









SUMMARY

Approaching through the pine forests and arriving at the historic Bar Y Ranch, as the expansive Upper Klamath Marsh appears, one might feel as though they have just stepped onto the beach and are gazing at the ocean! As cattle graze peacefully, birds of prey glide effortlessly as they catch the thermal updrafts.

The horizons are the expansive grasslands spread before you, set against the dramatic backdrop of Oregon's majestic Cascade Range, the extensive Klamath Marsh National Wildlife Refuge, and the Fremont-Winema National Forest. Whether you are a serious cattleman looking for a quality summer pasturing opportunity, an investor, or a wildlife enthusiast, you will not want to pass up this opportunity to acquire the historic Bar Y Ranch, centered in one of Oregon's most scenic areas with excellent recreational opportunities!



PRICE

\$8,500,000

TAXES

\$7,539.37
(2024)

TERMS

Cash
Conventional Financing
1031 Exchange

ALSO AVAILABLE

Also available, from the same owner and through the same brokerage, for purchasers desiring a larger operation or expanded hay production opportunity, Bar Y Pivots, just a half-mile north of the Bar Y Ranch NW corner, consists of 466± acres of level farm ground, with 375± acres under 3 pivots. Irrigation water is supplied from surface rights and a supplemental well. Price: \$1,200,000.

CONTACT

Please contact **Scott Hawes** at (541) 419-0770 | shawes@fayranches.com or **Alex Robertson** at (541) 420-2394 | arobertson@fayranches.com to schedule a showing. This is an exclusive listing. An agent from Fay must be present at all showings, unless otherwise noted or other arrangements are made. To view other properties 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.



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

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

Real Estate Agency Relationships

- 5
- 6 An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker, agrees to act on
7 behalf of a buyer or a seller (the "client") in a real estate transaction.
- 8 Oregon law provides for three types of agency relationships between real estate agents and their clients:
- 9 **Seller's Agent** - Represents the seller only;
10 **Buyer's Agent** - Represents the buyer only;
11 **Disclosed Limited Agent** - Represents both the buyer and seller, or multiple buyers who want to purchase the same
12 property. This can be done only with the written permission of all clients.
- 13 The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at
14 the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real
15 estate agent.

Definition of "Confidential Information"

- 16
- 17 Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated
18 to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property
19 transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information"
20 does not mean information that:
- 21 a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller
22 instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer; and
23 b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent
24 representation.

Duties and Responsibilities of Seller's Agent

- 25
- 26 Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the
27 agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the
28 other parties and the other parties' agents involved in a real estate transaction:
- 29 1. To deal honestly and in good faith;
30 2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard
31 to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
32 3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

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www.oref.com

OREF Buyer Rep

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.

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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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