

**Oregon Department of Transportation  
PROPERTY DISCLAIMER ADDENDUM  
“AS-IS”**

Grantee acknowledges that it has examined the above described Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof.

Grantee has not relied on any statements or representations from Grantors or any person acting on behalf of Grantors concerning any of the following: the size or area of the Property or any of the parcels of the Property; the location of corners or boundaries of any parcel of the Property; the condition of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements; the availability of services to the Property; the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or any other matter affecting or relating to the Property or any portion thereof.

Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time closing, AS IS, with all defects, if any.

Grantee waives, releases and forever discharges Grantors of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.

Grantee further acknowledges and covenants that Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any environmental condition originating from the Property, or violation of any environmental law caused by material originating above or below the surface of the Property, regardless of who makes any such claim against Grantor. This indemnity by Grantee against third party claims for environmental damage is specifically given by Grantee to Grantor for valuable consideration.