WARRANTY DEED - STATUTORY FORM

The City of Redmond, a municipal corporation, Grantor, conveys and warrants to Tektronix, Inc., an Oregon corporation, Grantee, the following described real property (the "premises") free of encumbrances except as specifically set forth herein situated in Deschutes County, Oregon:

A tract of land located in Sections Twenty-one (21) and Twenty-two (22), Township Fifteen (15) South, Range Thirteen (13) East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 3" Brass Cap marking the South one-quarter corner of said Section 21; thence North 89° 28' 00" East, following the South line of said Section 21, a distance of 662.76 feet to the Southwest corner of the East one-half of the Southwest one-quarter of the Southeast one-quarter of said Section 21; thence continuing along said South line North 89° 28' 00" East a distance of 60.00 feet to the "True Point of Beginning"; thence North 00° 05' 28" East along a line 60.00 feet East of and parallel with West line of the East one-half of the Southwest one-quarter of the Southeast one-quarter of said Section 21 a distance of 2,329.06 feet; thence East a distance of 2,982.67 feet to the Westerly right of way line of Airport Way; thence following said right of way line along the arc of a 1,040.00 foot radius curve right 852.42 feet (chord bears South 30 ° 34' 38" West 828.76 feet); thence South 54° 03' 28" West along said right of way line a distance of 2,414.95 feet; thence following the arc of a 1,040.00 foot radius curve right 642.72 feet (chord bears South 71° 45' 44" West 632.54 feet) to the South line of said Section 21; thence South 89° 28' 00" West following the South line of said Section 21, a distance of 8.85 feet to the "True Point of Beginning" the terminus of this description.

SUBJECT TO: Easement granted to Pacific Power and Light Company recorded May 7th, 1980, in book 321 at page 306, Deschutes County Deed Records.

SUBJECT TO: The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property described above together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Redmond Municipal Airport (Roberts Field).

SUBJECT TO: The Grantee expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land conveyed hereunder that would violate the standards established in Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace, as amended. In the event the aforementioned covenant is breached, the Grantor reserves the right to enter on the land conveyed hereunder and to remove, lower, mark, or light the offending structure, tree, or other object, all of which shall be at the expense of the Grantee.

SUBJECT TO: The Grantee expressly agrees for itself its successors and assigns to prevent any use of the above described real property which would interfere with landing or taking off of aircraft at the Redmond Municipal Airport (Roberts Field), or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport. In the event the aforesaid covenant is breached, the Grantor reserves the right to enter on the land conveyed hereunder and cause the abatement of such interference at the expense of the Grantee.

SUBJECT TO: Grantor shall have two separate rights of first refusal, as follows:

(1) Until such time as Grantee constructs one or more buildings on the premises that contain a minimum of 50,000 square feet in the aggregate and occupies such building or buildings for the performance of one or more of Grantee's business activities, if Grantee decides to sell any portion or all of the premises Grantee will first offer it to Grantor for purchase. In such case Grantee shall send written notice thereof to Grantor describing the portion of the premises to be sold. For a period of one hundred twenty (120) days after Grantor's receipt of the notice, Grantor shall have a right to purchase the portion of the premises to be sold for an amount equal to $12,000 per acre. The terms of sale will be cash, payable at closing, and the real property taxes will be prorated as of the date of closing. If Grantor desires to so purchase the portion of the premises to be sold, Grantor will give Grantee written notice thereof within thirty (30) days after Grantor's receipt of Grantee's notice. If Grantor does not give the required notice within the thirty (30) day period or if Grantor does not purchase the portion of the premises to be sold within the one hundred twenty (120) day period, Grantee shall thereafter be free to sell any portion or all of the premises to a third party and the right of first refusal hereinabove provided shall automatically terminate and be of no further force or effect. Upon the Grantee's constructing one or more buildings on the premises containing at least 50,000 square feet in the aggregate and occupying the building or buildings for the performance of one or more of Grantee's business activities, the right of first refusal contained in this subparagraph (1) shall automatically terminate and be of no further force or effect.

(2) Upon Grantee's constructing one or more buldings on the premises containing at least 50,000 square feet in the aggregate and occupying the building or buildings for the performance of one or more of Grantee's business activities, if Grantee at any time during the period of five (5) years from and after the date of execution of this deed by Grantor decides to sell any portion or all of the premises Grantee will first offer it to Grantor for purchase. In such case Grantee shall send written notice thereof to Grantor describing the portion of the premises to be sold. For a period of one hundred twenty (120) days after Grantor's receipt of the notice, Grantor shall have a right to purchase the portion of the premises to be sold for its then fair market value. The

determination of fair market value shall take into consideration any buildings and other improvements then located on the portion of the premises to be sold. The terms of sale will be cash, payable at closing, and the real property taxes will be prorated as of the date of closing. If Grantor desires to so purchase the portion of the premises to be sold, Grantor will give Grantee written notice thereof within thirty (30) days after Grantor's receipt of Grantee's notice. In the event Grantor gives Grantee such notice, but Grantor and Grantee do not agree on the fair market value of the portion of the premises to be sold within sixty (60) days after Grantor's receipt of Grantee's notice, it shall be determined by a qualified independent commercial real estate appraiser acceptable to Grantee and Grantor. In the event Grantee and Grantor cannot agree on an appraiser, then it will be appointed by the presiding judge of the Circuit Court of Deschutes County. If Grantor does not give the required notice within the thirty (30) day period or if Grantor does not purchase the portion of the premises to be sold within the one hundred twenty (120) day period, Grantee shall thereafter be free to sell any portion or all of the premises to a third party and the right of first refusal provided in this subparagraph (2) shall automatically terminate and be of no further force or effect. The right of first refusal contained in this subparagraph (2) shall also terminate without further act of the parties five (5) years after the date of Grantor's execution of this deed.

The true consideration for this conveyance is One Million Two Hundred Thousand and no/100 Dollars ($1,200,000.00).

DATED this 9th day of May, 1980.

CITY OF REDMOND

Attest:

By: _____
Title: Councilman

By: _____
Title: MAYOR

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

On 9/May, 1980, personally appeared _____, who, being sworn, stated that he is the Mayor of the City of Redmond and that this Deed was voluntarily signed and sealed on behalf of the City of Redmond by authority of its City Council. Before me:

_____
Notary Public for Oregon
My Commission Expires: 12 26 80

29419

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record
the 9th day of March A.D. 19 80
at 1:46 o'clock P M., and recorded
in Book 321 on Page 381 Records
of
ROSEMARY PATTERSON
County Clerk
By