

EXHIBIT C
Form of Deed

AFTER RECORDING MAIL TO:

ATTN: Chairperson
Nisqually Indian Tribe
4820 She Nah Num Dr SE
Olympia, WA 98513-9105

Document Title:	Statutory Warranty Deed
Grantor:	City of Olympia
Grantee:	Nisqually Indian Tribe
Legal Description:	TR A & C of BLA-15118253-TC, PT of SE SW & SW SE lying South & West of Old Pacific HWY, PT of SE lying South of Old Pacific HWY & West of BNSF Railroad, all with Section 19, T18N, R1E
Assessor's Tax Parcel Numbers:	21819130101, 21819430100, 21819430200, and 21819440200

The Grantor, **CITY OF OLYMPIA**, a municipal corporation, for and in consideration of the sum of TEN and NO/100 Dollars (\$10.00), and other valuable considerations, in hand paid, hereby conveys and warrants to the **NISQUALLY INDIAN TRIBE**, a federally recognized Indian tribe, as Grantee, the following described real estate and all rights thereto, situated in the County of Thurston, in the State of Washington (hereafter referred to as the "Property"), including all after acquired title:

See legal description attached hereto as EXHIBIT A.

RESTRICTIVE COVENANTS

As additional consideration, Grantor declares and Grantee agrees that the Property legally described above shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants and restrictions:

The following uses, acts and practices upon, under or above the Property are prohibited:

1. To store, dump, or otherwise dispose of toxic and/or hazardous materials or refuse, trash, garbage, animal carcasses, wildlife-attracting materials, or any other material which could reasonably be considered debris, with the exception of the placement of salmon carcasses for habitat enhancement;
2. To convert native vegetation to exotic species, farming, plowing, or any type of non-silvicultural cultivation;
3. To introduce or release non-native animal species;
4. To graze or pasture livestock;

5. To construct or place any commercial buildings, mobile homes, billboards, utility or cellular towers upon the Property, with the exception of structures or buildings associated with ceremonial, cultural, fisheries, environmental, or maintenance purposes;

6. To thin or harvest timber, or to remove any trees, whether standing or on the ground, with the exceptions of hand-gathering non-timber products (e.g., medicinal and edible plants, berries, grasses, cedar bark, florist greens), the harvest of cedar trees for Grantee's cultural and religious purposes, removal from the Property of wind-thrown, fallen, dangerous or diseased trees posing a threat to public safety or threaten the health of the resources on the Property, and to permit building construction associated with ceremonial, cultural, fisheries, or environmental purposes. Any removed trees, as set forth herein, shall remain the property of the Grantee and may be disposed of as Grantee deems appropriate;

7. To remove, demolish, or fail to maintain for its historical and educational values, the McAllister Springs pump house, except in the event of a force majeure event. A force majeure event is one where the Grantee is prevented from performing any one or more obligations under this restrictive covenant and will be excused from performing those obligations. For purposes of this restrictive covenant, "force majeure event" means, with respect to Grantee, any event or circumstance, regardless of whether it was foreseeable, that was not caused by the Grantee and that prevents the Grantee from complying with any of its obligations under this restrictive covenant, other than an obligation to pay money, on condition that the Grantee uses reasonable efforts to do so. Upon occurrence of a force majeure event, the Grantee shall promptly notify the Grantor of occurrence of a force majeure event, its effect on performance, and how long the Grantee expects it to last or if the event is permanent due to earthquake, fire, windstorm or other natural hazard or event;

8. To use, repair, relocate or tamper with the City of Olympia's fire hydrant and water supply line located upon the Property, which shall only be used for fire suppression purposes and which shall be maintained and managed by the City of Olympia's water resources utility;

9. To use, repair, relocate or tamper with the residential well house and water supply line located upon the Property;

10. To use either McAllister Springs or McAllister Creek for consumptive water uses, with the exception of Grantee's water use for tribal, cultural or ceremonial purposes;

11. To do any action that impacts or impairs the McAllister Wellfield water rights of the Grantor, City of Olympia;

12. To restrict or prevent the Grantor, City of Olympia, or any state or governmental agency, from accessing existing groundwater monitoring wells located upon the Property, or the installation of new monitoring wells for the purpose of the Grantor, City of Olympia, complying with any Washington State Department of Ecology McAllister Wellfield mitigation requirements; and

13. To sell, divest, convey or transfer the property to any entity with the exception of transfer or conveyance into trust with the United States government for the benefit of the Grantee.

It is the express intent of the Grantor and Grantee that the provisions of the Restrictive Covenants stated herein shall be deemed to run with the land and shall pass to and be binding upon Grantee's successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and any other person or entity having any right, title or interest therein.

GRANTOR:

CITY OF OLYMPIA, a Washington municipal corporation

By: _____
Cheryl Selby, Mayor

By: _____
Steven R. Hall, City Manager

Approved as to form:

By: _____
Mark Barber, City Attorney

STATE OF WASHINGTON)
 : ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cheryl Selby, to me known to be the Mayor of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

[illegible]

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven R. Hall, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature _____
 Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires _____

Accepted and Approved:

By: _____
Farron McCloud, Chairperson

Approved as to form:

By: _____
Maryanne Mohan, Tribal Attorney

[illegible]

On the _____ day of _____ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Farron McCloud, to me known to be the Chairperson of the Nisqually Indian Tribe, a federally recognized Indian tribe, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature _____
 Print Name: _____
 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My commission expires _____

EXHIBIT A

Tract 1:

Parcel "A" of Thurston County Boundary Line Adjustment No. 15-118253 TC, recorded under Auditor's File No. 4495088, being more particularly described as follows:

A portion of the South half of Section 19, Township 18 North, Range 1 East, Willamette Meridian, Washington, described as follows;

Commencing at the Southwest corner of said Section 19; thence North 1°58'24" East, 2657.49 feet along the West line of said Section to the West Quarter corner of said Section; thence along the east-west center Section line South 88°29'02" East, 1319.53 feet to the CW 1/16 corner, being the **POINT OF BEGINNING**;

Thence continuing along said line South 88°29'02" East, 3371.91 feet to the centerline of Old Pacific Highway;

Thence along said Highway centerline the following five courses;

Along a curve to the left 104.60 feet, said curve having a radius of 818.51 feet, a delta angle of 7°19'20", and a chord bearing and distance of South 26°30'45" East, 104.53 feet;

Thence South 30°10'24" East, 718.60 feet to a point of curvature;

Thence along a curve to the right 951.43 feet, said curve having a radius of 819.02 feet, a delta angle of 66°33'31", and a chord bearing and distance of South 3°08'50" West, 898.83 feet;

Thence South 36°25'36" West, 247.60 feet to a point of curvature;

Thence along a curve to the right 623.20 feet, said curve having a radius of 819.02 feet, a delta angle of 43°35'50", and a chord bearing and distance of South 58°15'53" West, 608.28 feet;

Thence leaving said centerline North 59°36'57" West, 81.12 feet to the northerly Right-of-Way of said Highway;

Thence continuing North 59°36'57" West, 396.95 feet;

Thence North 66°00'17" West, 636.93 feet;

Thence South 86°13'21" West, 314.20 feet;

Thence North 83°34'34" West, 1144.87 feet to the East line of Short Plat SS-2203, AFN 8709110024, records of Thurston County, Washington;

Thence tracing said Short Plat boundary North 1°29'22" East, 547.61 feet;

Thence North 88°30'38" West, 410.98 feet to the easterly Right-of-Way line of Old Pacific Highway;

Thence continuing North 88°30'38" West, 30.42 feet to the centerline of said Highway;

Thence along said centerline North 8°05'22" West, 173.99 feet to a point of curvature;

Thence along a curve to the left 561.85 feet, said curve having a radius of 1534.98 feet, a delta angle of 20°58'19", and a chord bearing a distance of North 18°34'59" West, 558.72 feet to the West line of the Northeast Quarter of the Southwest Quarter of said Section;

Thence along said West line North 1°39'26" East, 351.81 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM: Old Pacific Highway and Burlington Northern Railroad Rights-of-Way.

Tract 2:

Parcel "C" of Thurston County Boundary Line Adjustment No. 15-118253 TC, recorded under Auditor's File No. 4495088, being more particularly described as follows:

A portion of the South half of Section 19, Township 18 North, Range 1 East, Willamette Meridian, Washington, described as follows;

Commencing at the Southwest corner of said Section 19; thence South 88°40'06" East, 2668.42 feet along the South line of said Section to the South quarter corner; thence along the North-South center Section line North 1°20'25" East, 936.21 feet to the **POINT OF BEGINNING**;

Thence South 83°34'34" East, 479.66 feet;

Thence North 86°13'21" East, 304.72 feet;

Thence South 66°00'17" East, 618.75 feet;

Thence South 59°36'57" East, 394.56 feet to the centerline of Old Pacific Highway;

Thence along said Highway centerline the following five courses;

Along a curve to the right 162.31 feet, said curve having a radius of 819.02 feet, a delta angle of 11°21'17", and a chord bearing and distance of North 87°15'03" West, 162.04 feet;

Thence North 81°34'24" West, 654.30 feet to a point of curvature;

Thence along a curve to the left 295.80 feet, said curve having a radius of 955.37 feet, a delta angle of 17°44'23", and a chord bearing and distance of South 89°32'47" West, 294.62 feet;

Thence South 80°40'36" West, 584.10 feet to a point of curvature;

Thence along a curve to the right 706.22 feet, said curve having a radius of 990.00 feet, a delta angle of 40°52'19", and a chord bearing and distance of North 78°53'15" West, 691.34 feet;

Thence leaving said centerline North 1°29'22" East, 419.42 feet;

Thence South 83°34'34" East, 665.38 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM: Old Pacific Highway Right-of-Way.

Tract 3:

That portion of the East 1650 feet of the South half of the Southeast Quarter of Section 19, Township 18 North, Range 1 East, Willamette Meridian, in Thurston County, Washington, lying Southerly of Old Pacific Highway and Northerly of Northern Pacific Railroad Right-of-Way.

Tract 4:

That portion of the Southwest Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 1 East, Willamette Meridian, in Thurston County, Washington, lying Southerly of Old Pacific Highway and West of that parcel of land described in Statutory Warranty Deed recorded under Auditor's File No. 9407150276, Thurston County records.

Tract 5:

That portion of the Southeast Quarter of the Southwest Quarter of Section 19, Township 18 North, Range 1 East, Willamette Meridian, in Thurston County, Washington, lying Southwesterly of Old Pacific Highway and Easterly of that parent parcel of land described in Quit Claim Deed recorded under Auditor's File No. 3312557, Thurston County records.

EXCEPTING THEREFROM: Saint Clair Cutoff (Hwy 510) and Burlington Northern Railroad Spur Line Rights-of-Way.

Potable Water Well and System Easement:

An access and maintenance easement over and across Parcels "A" and "C" of Thurston County Boundary Line Adjustment No. 15-118253 TC, recorded under Auditor's File No. 4495088, Thurston County records, for the purpose of maintaining the potable water well and system located on said Parcel "C" that provides water service to Lots 2 and 3 of Short Plat No. SS-2203 recorded in Volume 22, Page 367, Thurston County records, the easement area consists of the existing driveways from Old Pacific Highway, well site, and additional area as may be necessary for the maintenance of said water system, over and across Parcels "A" and "C" as shown on said Boundary Line Adjustment.