

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926
 CDS@CO.KITTITAS.WA.US
 Office (509) 962-7506

"Building Partnerships – Building Communities"

FINAL PLAT APPLICATION

Please type or print clearly in ink. Attach additional sheets as necessary. The following items must be attached to the application packet at intake or the application will not be accepted. Pursuant to RCW 58.17.140 "Final plats and short plats shall be approved, disapproved, or returned to the applicant within thirty days from the date of filing thereof, unless the applicant consents to an extension of such time period;" therefore Kittitas County must have all of the required attachments to accept the final plat/short plat for review to meet the required timeframes. For plats that require the Board of County Commissioners (BOCC) signature, all documents must be uploaded for consideration approximately one (1) week in advance of the BOCC Agenda Session Meeting. This leaves three (3) weeks from the date of applicant submittal for County Staff to review and sign the plat.

REQUIRED ATTACHMENTS

hpr

- One paper copy of Final Plat drawings meeting all final drawing requirements (reference KCC Title 16 Subdivision Code for plat drawing requirements) and RCW Title 58 along with WAC 332-130.
 - o May be submitted on polyester film, however please note these may need to be reprinted based on staff review (this is not required for initial review)
- Project Condition Compliance Document that responds in writing as to how each condition of preliminary approval has been met, including supporting documentation as necessary (Example Attached).
- N/A If this is a plat associated with a Planned Unit Development, the Final Development Plan must be approved through Resolution by the BOCC prior to submittal for final plat/short plat review.
- Recent Title Report, within 90 days of final plat submittal.
- Lot Line Closures
- Proof of water sufficient to meet Kittitas County Department of Environmental Health requirements.
- Any other items specifically required by conditions of preliminary approval.

APPLICATION FEES:

\$1050.00	Kittitas County Community Development Services (KCCDS) Final Plat Fee
\$280.00	Kittitas County Environmental Health Final Plat Fee
\$1,215.00*	Kittitas County Public Works Final Plat Fee
\$2,545.00	Total fees due for final plat processing
*5 hours of review included in Public Works Fee. Additional review hours will be billed at \$243 per hour.	

FOR STAFF USE ONLY

Application Received By (CDS Staff Signature): Jessie Rosenow	DATE: 12/2/25	RECEIPT # CD25-02571	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: auto;"> KITTITAS CO CDS RECEIVED 12/02/2025 </div> <p>DATE STAMP IN BOX</p>
Planner Intake Signature (required for submittal):			

GENERAL APPLICATION INFORMATION

1. Name, mailing address and day phone of land owner(s) of record:

Landowner(s) signature(s) required on application form.

Name: Swauk Valley Ranch LLC
Mailing Address: P.O. Box 24567
City/State/ZIP: Seattle, WA 98124
Day Time Phone: 206-763-5403
Email Address: acordas@mckinstry.com

2. Name, mailing address and day phone of authorized agent, if different from landowner of record:

If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

Agent Name: Alex Cordas
Mailing Address: P.O. Box 24567
City/State/ZIP: Seattle, WA 98124
Day Time Phone: 206-391-1195
Email Address: acordas@mckinstry.com

3. Name, mailing address and day phone of other contact person

If different than land owner or authorized agent.

Name: Mark Brands
Mailing Address: 3800 Woodland Park Ave N, STE 2020
City/State/ZIP: Seattle, WA 98103
Day Time Phone: 206-660-6922
Email Address: markb@siteworkshop.net

4. Street address of property:

Address: 18511 Hwy 10
City/State/ZIP: Ellensburg, WA 98926

5. Tax parcel number(s): 717734

6. Project File Name (at time of preliminary review): Swauk Valley Ranch Short Plat

7. Project File Number (at time of preliminary review): SP-25-00010

8. Preliminary Approval Date: 10/23/2025

9. Preliminary Approval Resolution Number: _____

10. Final Development Plan Resolution Number (only if this applies): N/A

11. Development Agreement Ordinance Number (only if this applies): N/A

AUTHORIZATION

12. Application is hereby made for permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed and or completed work.

All correspondence and notices will be transmitted to the Land Owner of Record and copies sent to the authorized agent or contact person, as applicable.

Signature of Authorized Agent:
(REQUIRED if indicated on application)

X 
Alex Cordas

Date:

12-1-25

Signature of Land Owner of Record
(Required for application submittal):

X 
Dean Allen
Swauk Valley Ranch LLC
Managing Member

Date:

12-1-25

Swauk Valley Ranch Short Plat (SP-25-00010)

Compliance Document

Preliminary Approval Condition(s)	Applicant Response	Staff Review
1. Building		
A. All new construction must meet the International Residential Code requirements.	Noted.	
B. Environmental and statutory review may be required for all current and future development, construction, and improvements. The applicant and/or all future owners of any lot or lots within this subdivision are responsible for compliance with all applicable local, state, and federal rules, requirements, codes, and regulations. It is incumbent upon said applicants and future owners to investigate for, and obtain from the appropriate agency or their representative, all required permits, licenses, and approvals for any development, construction, and/or improvements that occur within the boundaries of this subdivision.	Noted.	
2. Roads and Transportation		
A. This application is subject to the latest revision of the Kittitas County Road Standards, dated 2023. The following conditions apply and must be completed prior to final approval of this project. A performance guarantee may be used in lieu of the required improvements, per the conditions outlined. (KCC 12.01.150)	Noted. No performance guarantee required as no specific road improvements are required to be constructed under the plat conditions.	
B. An approved access permit shall be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right-of-way.	Noted.	
C. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain access.	Noted.	
D. Any further subdivisions or lots to be served by proposed access may result in further access requirements. See Kittitas County Road Standards.	Noted.	
E. New joint-use access easements shall be a minimum of 30' in width, new private road	Joint use access easements have been shown on final plat drawings.	

easements shall be a minimum of 50' in width.		
F. Driveways longer than 150' in length are required to provide a Fire Apparatus Road Turnaround meeting the requirements of the Appendix D in the International Fire Code.	Noted.	
G. Contact the Kittitas County Rural Addressing Coordinator at (509) 962-7523 to obtain addresses prior to obtaining a building permit. A parcel cannot receive a building permit or utilities until such parcel is identified with a 911 address.	Addresses have been coordinated with Rebecca Cruse, Kittitas County Public Works. Refer to attached address table and plan.	
H. Except as exempted in Section KCC 14.05.060, no grading or filling upon a site involving more than one hundred (100) cubic yards shall be performed without a grading permit from the County Engineer or Public Works designee (KCC 14.05.050). An application for grading in excess of five hundred (500) cubic yards shall be accompanied by an engineered grading plan (KCC 14.05.080).	Noted.	
3. State and Federal		
A. Applicant shall meet all state and federal regulations.	Noted.	
4. Open Space		
A. A covenant precluding further division of the open space lot in the Swauk Valley Ranch Short Plat shall be recorded with the County Auditor and a plat note shall reflect the recording number of the covenant.	Refer to attached DRAFT open space lot covenant. Final plat drawings will include recording number.	
5. The applicant will place the open space tract of 610.504 acres in Open Space for perpetuity, and the open space will be designated on the final Mylar.	Noted and reflected on final plans.	
B. The use of the open space area will be for passive and active recreational uses as allowed in KCC 16.09 and shall be appropriately maintained to control noxious weeds and fire hazards.	Noted.	
6. Water/Sewer		
A. The applicant must provide legal water availability for all new uses on the proposed lots of this project, which can be provided through mitigation certificates.	Noted.	
B. In accordance with KCC Chapter 13.35.027, the applicant shall provide one of the following documents before final plat approval: 1. A letter from a water purveyor stating that the purveyor has adequate water	Refer to attached Dept of Health letter and Water Systems for Group B Water System. Additional correspondence with Sara Vicker / Kittitas Reclamation District also attached.	

<p>rights and will provide the necessary water for the new use;</p> <p>2. An adequate water right for the proposed new use; or</p> <p>3. A certificate of water budget neutrality from the Department of Ecology or other adequate interest in water rights from a water bank.</p>		
<p>C. All applicants for land divisions shall also submit information on "proximate parcels" held in 'common ownership' as those terms are defined in WAC 173539A-030 and otherwise demonstrate how the proposed new use will not violate RCW 90.44.050 as currently existing or hereafter amended.</p>	Noted on final plat drawings.	
<p>D. Failure to obtain mitigation before commencement of an activity requiring mitigation shall be a code violation subject to enforcement under Title 18 KCC.</p>	Noted.	
<p>E. In accordance with Kittitas County Code 13.04.090, a minimum of one soil log for each proposed lot where individual sewage disposal systems are contemplated must be completed prior to final approval.</p>	Soil logs have been completed for each proposed lot. Refer to Site Evaluation application / receipt.	
<p>F. This application is subject to the latest revision of the Kittitas County Code 13 Water & Sewers.</p>	Noted.	

7. Plat Notes

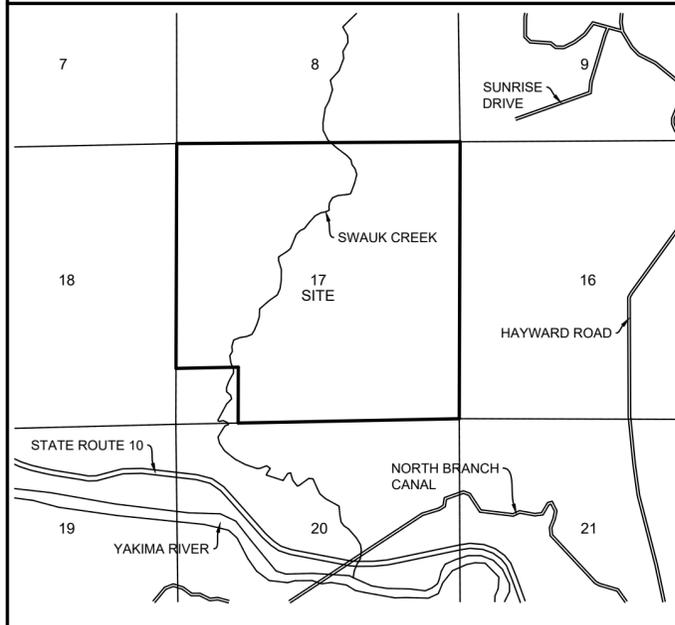
<p>A. The following plat notes shall be recorded on the final mylar drawings:</p> <ul style="list-style-type: none"> • Environmental and statutory review may be required for all current and future development, construction, and improvements. The applicant and/or all future owners of any lot or lots within this subdivision are responsible for compliance with all applicable local, state, and federal rules, requirements, codes, and regulations. It is incumbent upon said applicants and future owners to investigate for, and obtain from the appropriate agency or their representative, all required permits, licenses, and approvals for any development, construction, and/or improvements that occur within the boundaries of this subdivision. • All development shall comply with International Fire Code. • Maintenance of the access is the responsibility of the property owners who benefit from its use. 	Noted on final plat drawings.	
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- An approved access permit will be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right-of-way.
- A public utility easement 10 feet in width is reserved along all lot lines. The 10-foot easement shall abut the exterior plat boundary and shall be divided by 5 feet on each side of interior lot lines. Said easement may also be used for irrigation.
- Metering is required for all new uses of domestic water for residential well connections and usage must be recorded in a manner consistent with Kittitas County Code Chapter 13.35.027 and Ecology regulations.
- The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law.
- Any further subdivision or lots to be served by proposed access may result in further access requirements. See Kittitas County Road Standards.
- The subject property is within or near existing agricultural or other natural resource areas on which a variety of activities may occur that are not compatible with residential development for certain periods of varying duration. Agricultural or other 14 natural resource activities performed in accordance with county, state and federal laws are not subject to legal action as public nuisances. Kittitas County has adopted right to farm provisions contained in the Section 17. 7 4 of the Kittitas County Zoning Code."
- This short plat was platted as a conservation plat pursuant to KCC 16.09. Conservation platting allows for an alternative method for land division while conserving resource lands and preserving rural character. Future subdivision shall not exceed the maximum density allowed in the Agriculture 20 zone of this entire short

<p>plat. Pursuant to KCC 16.09.040(6), development within the platted parcels shall respect the underlying density of the Agriculture 20 zone.</p> <ul style="list-style-type: none"> • All open space shall contain appropriate covenants and restrictions to ensure the area will not be further subdivided in the future, the use of the open space for the purpose specified will continue in perpetuity, and the open space will be appropriately maintained to control noxious weeds and fire hazards. 		
<p>Lot Closures and Subdivision Guarantee will need to be provided for review prior to final approval.</p>	<p>Refer to plat drawings and Title Guarantee.</p>	
<p>8. Other</p>		
<p>A. Taxes shall be paid in full on all tax parcels involved in this land use action as required by Washington State Law (RCWs 84.40.042 & 84.56.345) prior to final plat recording.</p>	<p>Noted.</p>	
<p>B. Should ground disturbing or other activities related to the proposed subdivision result in the inadvertent discovery of cultural or archaeological materials, work shall be stopped in the immediate area and contact be made with the Washington State Department of Archaeology and Historic Preservation (DAHP) and the Confederated Tribes of the Colville Reservation. Work shall remain suspended until the findings are assessed, and appropriate consultation is conducted. Should human remains be inadvertently discovered, as dictated by Washington State RCW 27.44.055, work shall be immediately halted in the area and contact made with the coroner and local law enforcement in the most expeditious manner possible.</p>	<p>Noted.</p>	
<p>C. All sheets of the final mylars shall reflect short plat number SP-25-00010 and an accurate legal description shall be shown on the face of the final plat. Engineers and Surveyors need to be cognizant of all the requirements related to Final Plats (KCC 16.20) and Survey Data and Dedications (KCC 16.24). The final plat must be submitted in full conformance with these chapters of Kittitas County Code; non-compliant mvlars will be rejected and returned to the applicant. A final plat file number will be assigned when CDS receives your final plat application. This file number</p>	<p>Noted and shown on final plat plans.</p>	

will also be required on the face of the final plat.		
D. It is the responsibility of the Professional Licensed Surveyor (PLS) to ensure the lot closures are correct and accurate.	Noted.	
E. This preliminary approval will expire 5 years from the date of this determination if no extension is filed in accordance with KCC 16.32.090.	Noted.	

VICINITY MAP (NOT TO SCALE)



APPROVALS

KITTITAS COUNTY PUBLIC WORKS

EXAMINED AND APPROVED THIS _____ DAY OF _____ A.D., 20_____.

KITTITAS COUNTY ENGINEER

COMMUNITY DEVELOPMENT SERVICES

I HEREBY CERTIFY THAT THE SWAUK VALLEY RANCH CONSERVATION PLAT HAS BEEN EXAMINED BY ME AND FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.

DATED THIS _____ DAY OF _____ A.D., 20_____.

KITTITAS COUNTY PLANNING OFFICIAL

KITTITAS COUNTY HEALTH DEPARTMENT

I HEREBY CERTIFY THAT THE SWAUK VALLEY RANCH CONSERVATION PLAT HAS BEEN EXAMINED AND CONFORMS WITH CURRENT KITTITAS COUNTY CODE CHAPTER 13.

DATED THIS _____ DAY OF _____ A.D., 20_____.

KITTITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PROCEEDING YEARS AND FOR THIS YEAR IN WHICH THE SHORT PLAT IS NOW TO BE FILED.

DATED THIS _____ DAY OF _____ A.D., 20_____.

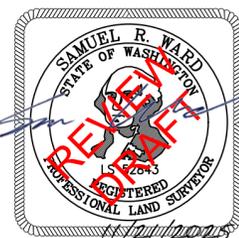
KITTITAS COUNTY TREASURER

ORIGINAL TAX PARCEL NUMBER: 717734

AUDITOR'S CERTIFICATE

FILED FOR RECORD, THIS _____ DAY OF _____, 2025, AT _____ M., IN BOOK _____ OF SHORT PLATS AT PAGE _____ AT THE REQUEST OF APS SURVEY & MAPPING, INC.

COUNTY AUDITOR _____ DEPUTY AUDITOR _____



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SWAUK VALLEY RANCH, LLC, IN MARCH 2025.

SAMUEL R. WARD, PLS _____ DATE _____ STATE OF WASHINGTON CERTIFICATE NO. 52843

SWAUK VALLEY RANCH CONSERVATION PLAT, SP-25-00010

SPF-25-XXXXX

WITHIN SECTION 17, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, SWAUK VALLEY RANCH, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, OWNER IN FEE SIMPLE OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE THIS PLAT AND DESCRIPTION, AND FOR THE BENEFIT OF THE LOTS IN THIS PLAT, DEDICATES AND GRANTS UNTO ALL OWNERS OF LOTS B, C, D, AND E IN THIS PLAT EASEMENTS TO UTILITY LINES AND UTILITY SERVICING LOTS A, B, C, D, AND E IN THIS PLAT BOTH NOW AND IN THE FUTURE (INCLUDING WITHOUT LIMITATION TO THE EXISTING COMMUNITY SEPTIC SYSTEM AND WELL IDENTIFIED HEREIN AS WELL HEAD SHOWN HEREIN), AND HEREBY DEDICATES AND GRANTS UNTO ALL OWNERS OF LOTS IN THIS PLAT A PERMANENT NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES OVER, UNDER, ACROSS, AND CENTERED UPON THE EXISTING ACCESS ROAD SHOWN HEREIN AND ALL ROADS SHOWN HEREIN AS PRIVATE ROADS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS _____ DAY OF _____, A.D., 20_____.

SIGNED: _____

PRINTED: _____ MANAGER

SWAUK VALLEY RANCH, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF WASHINGTON } COUNTY OF _____ } ss.

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, A.D., 20_____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON(S) WHO SIGNED THIS INSTRUMENT: ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AS THE MANAGER OF SWAUK VALLEY RANCH, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS INSTRUMENT, AND ACKNOWLEDGED THIS INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES: _____

PROPERTY OWNER:

SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PROPERTY INFORMATION:

PARCEL NUMBER: 717734 MAP NUMBER: 19-17-17000-0001 ACREAGE: 635.505 ACRES LOTS: 5 WATER SOURCE: INDIVIDUAL AND/OR SHARED WELL SEWER SOURCE: ON-SITE SEPTIC SYSTEM DRAINAGE IMPROVEMENTS: NONE PLANNED ZONE: AG-20

EXISTING LEGAL DESCRIPTION:

ALL OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EXCEPT: THE SOUTH 895.00 FEET OF THE WEST 950 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER THEREOF.

ADJOINING PROPERTY OWNERS:

PARCEL NUMBER 727734 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 277634 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 317634 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 414236 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 952594 DEREK AND SUSAN JENSEN 4201 22ND ST SW MOUNTLAKE TERRACE, WA 98043

PARCEL NUMBER 707734 STATE OF WASHINGTON (DNR) PO BOX 47016 OLYMPIA, WA 98504-7016

PARCEL NUMBER 227734 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 847734 USA (BLM) C/O BILL SCHURGER 915 WALLA WALLA AVE WENATCHEE, WA 98801-1521

PARCEL NUMBER 960785 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 960782 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 960783 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

PARCEL NUMBER 960784 SWAUK VALLEY RANCH, LLC C/O ALEX CORDAS PO BOX 24567 SEATTLE, WA 98124

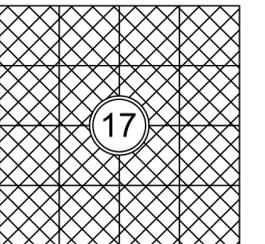
SHORT PLAT NOTES:

- 1. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10-FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED BY 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT MAY ALSO BE USED FOR IRRIGATION.
2. ENVIRONMENTAL AND STATUTORY REVIEW MAY BE REQUIRED FOR ALL CURRENT AND FUTURE DEVELOPMENT, CONSTRUCTION, AND IMPROVEMENTS. THE APPLICANT AND/OR ALL FUTURE OWNERS OF ANY LOT OR LOTS WITHIN THIS SUBDIVISION ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL RULES, REQUIREMENTS, CODES, AND REGULATIONS. IT IS INCUMBENT UPON SAID APPLICANTS AND FUTURE OWNERS TO INVESTIGATE FOR, AND OBTAIN FROM THE APPROPRIATE AGENCY OR THEIR REPRESENTATIVE, ALL REQUIRED PERMITS, LICENSES, AND APPROVALS FOR ANY DEVELOPMENT, CONSTRUCTION, AND/OR IMPROVEMENTS THAT OCCUR WITHIN THE BOUNDARIES OF THIS SUBDIVISION.
3. KITTITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNTIL SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS AND FORMALLY ADOPTED BY THE KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS.
4. ALL DEVELOPMENT MUST COMPLY WITH INTERNATIONAL FIRE CODE.
5. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
6. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
7. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITTITAS COUNTY ROAD STANDARDS.
8. METERING IS REQUIRED FOR ALL NEW USES OF DOMESTIC WATER FOR RESIDENTIAL WELL CONNECTIONS AND USAGE MUST BE RECORDED IN A MANNER CONSISTENT WITH KITTITAS COUNTY CODE CHAPTER 13.35.027 AND ECOLOGY REGULATIONS.
9. THE APPROVAL OF THIS SUBDIVISION OF LAND PROVIDES NO GUARANTEE THAT USE OF WATER UNDER THE GROUND WATER EXEMPTION (RCW 90.44.050) FOR THIS PLAT OR ANY PORTION THEREOF WILL NOT BE SUBJECT TO CURTAILMENT BY THE DEPART OF ECOLOGY OR A COURT OF LAW.
10. A PORTION OF LOT A (CONSERVATION LOT) OF THIS CONSERVATION PLAT HAS BEEN PLACED IN A CONSERVATION EASEMENT RECORDED UNDER AFN 20011228009, THAT STATES SUCH PORTION (CONSERVATION EASEMENT TRACT 4) SHALL BE USED FOR OPEN SPACE AND NO DOMESTIC WATER CONSUMPTION OR USE SHALL OCCUR. SEE DOCUMENT FOR FULL DETAILS.
11. EXCEPT AS EXEMPTED IN SECTION KCC 14.05.060, NO GRADING OR FILLING UPON A SITE INVOLVING MORE THAN ONE HUNDRED (100) CUBIC YARDS SHALL BE PERFORMED WITHOUT A GRADING PERMIT FROM THE COUNTY ENGINEER OR PUBLIC WORKS DESIGNEE (KCC 14.05.050). AN APPLICATION FOR GRADING IN EXCESS OF FIVE HUNDRED (500) CUBIC YARDS SHALL BE ACCOMPANIED BY AN ENGINEERED GRADING PLAN (KCC 14.05.080).
12. BASE FLOOD ELEVATION DATA FOR SWAUK CREEK MUST BE GENERATED PRIOR TO ANY FUTURE DEVELOPMENT OF LOT A (CONSERVATION LOT).
13. THE SUBJECT PROPERTY IS WITHIN OR NEAR EXISTING AGRICULTURAL OR OTHER NATURAL RESOURCES AREAS ON WHICH A VARIETY OF ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF VARYING DURATION. AGRICULTURAL OR OTHER 14 NATURAL RESOURCES ACTIVITIES PERFORMED IN ACCORDANCE WITH COUNTY, STATE, AND FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC NUISANCES. KITTITAS COUNTY HAS ADOPTED RIGHT TO FARM PROVISIONS CONTAINED IN THE SECTION 17.74 OF THE KITTITAS COUNTY ZONING CODE.
14. THIS SHORT PLAT WAS PLATTED AS A CONSERVATION PLAT PURSUANT TO KCC 16.09. CONSERVATION PLATTING ALLOWS FOR AN ALTERNATIVE METHOD FOR LAND DIVISION WHILE CONSERVING RESOURCE LANDS AND PRESERVING RURAL CHARACTER. FUTURE SUBDIVISION SHALL NOT EXCEED THE MAXIMUM DENSITY ALLOWED IN THE AGRICULTURE 20 ZONE OF THIS ENTIRE SHORT PLAT. PURSUANT TO KCC 16.09.040(6), DEVELOPMENT WITHIN PLATTED PARCELS SHALL RESPECT THE UNDERLYING DENSITY OF THE AGRICULTURE 20 ZONE.
15. ALL OPEN SPACE SHALL CONTAIN APPROPRIATE COVENANTS AND RESTRICTIONS TO ENSURE THE AREA WILL NOT BE FURTHER SUBDIVIDED IN THE FUTURE, THE USE OF THE OPEN SPACE FOR THE PURPOSE SPECIFIED WILL CONTINUE IN PERPETUITY, AND THE OPEN SPACE WILL BE APPROPRIATELY MAINTAINED TO CONTROL NOXIOUS WEEDS AND FIRE HAZARDS.
16. A COVENANT PRECLUDING FURTHER DIVISION OF THE OPEN SPACE LOT, LOT A AS SHOWN HEREON, HAS BEEN RECORDED UNDER AUDITOR'S FILE NUMBER XXXXXXXXXXXX.

REVIEW DRAFT

KITTITAS CO CDS RECEIVED 12/02/2025

INDEX LOCATION SEC. 17, T.19N., R.17E., W.M.



SWAUK VALLEY RANCH CONSERVATION PLAT

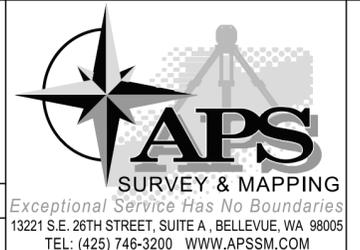
SP-25-00010

SPF-25-XXXXX

FOR SWAUK VALLEY RANCH, LLC

WITHIN SECTION 17, T.19N., R.17E., W.M.

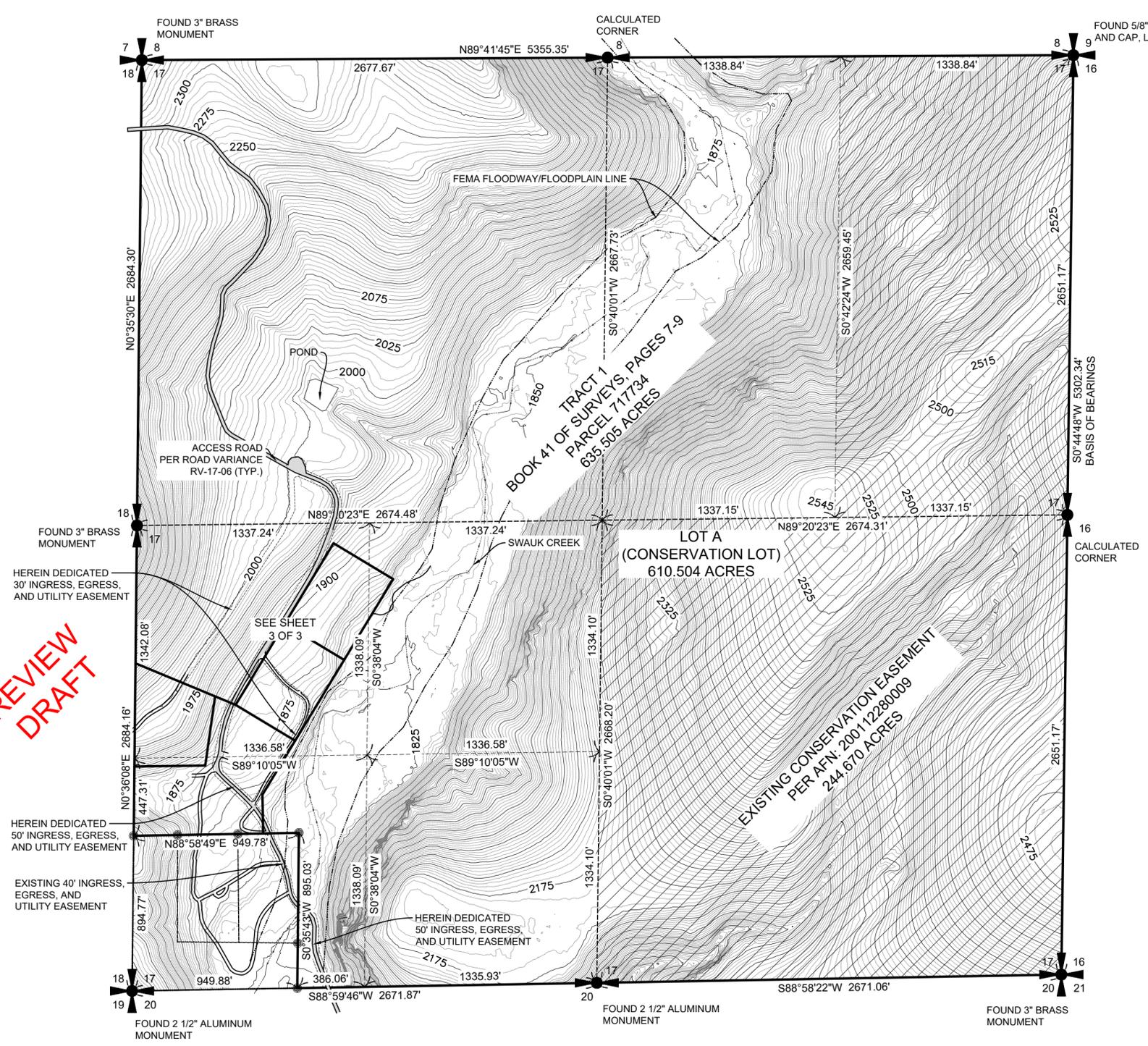
SURVEYED BY: LJ DRAWN BY: SW CHECKED BY: TW APPROVED BY: SW DATE: OCT. 2025 APSSM JOB NO.: 3737.002 ACAD NAME: 3737002CP



SHEET

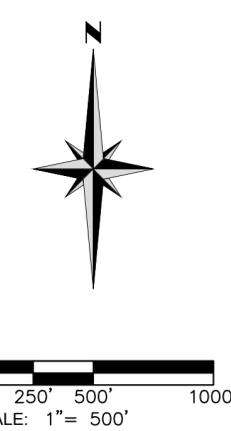
1 OF 3

SWAUK VALLEY RANCH CONSERVATION PLAT, SP-25-00010
SPF-25-XXXXX
 WITHIN SECTION 17, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, WASHINGTON



SURVEY NOTES:

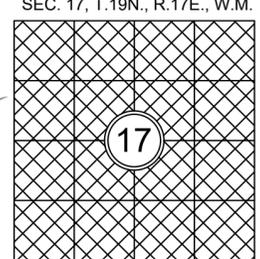
1. THE PURPOSE OF THIS SURVEY IS TO FACILITATE AN APPLICATION FOR A SHORT PLAT TO BE FILED WITH KITTITAS COUNTY.
2. THIS SURVEY WAS PERFORMED USING A TRIMBLE R12I GNSS RECEIVER IN CONJUNCTION WITH A TRIMBLE S7, 3" TOTAL STATION WITH RESULTING ACCURACY THAT MEETS OR EXCEEDS STANDARDS PER WAC 332-130-090.
3. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD OR OTHERWISE.
4. ALL FIELD WORK FOR THIS PROJECT WAS PERFORMED IN MARCH AND APRIL 2025. THIS MAP IS THEREFORE A REFLECTION OF THE CONDITIONS AT THAT TIME.
5. ALL MONUMENTS SHOWN AS FOUND WERE LOCATED DURING THE COURSE OF THIS SURVEY.
6. FOR ADDITIONAL SURVEY AND REFERENCE INFORMATION, SEE THE FOLLOWING:
 R1. BOOK 41 OF SURVEYS, PAGES 7-9
 R2. BOOK 12 OF PLATS, PAGES 247-249
 R3. BOOK 17 OF SURVEYS, PAGES 167-176
 RECORDS OF KITTITAS COUNTY, WASHINGTON.
7. UTILITIES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVATIONS. ACTUAL LOCATIONS OF UNDERGROUND UTILITIES MAY VARY AND UTILITIES NOT SHOWN ON THIS SURVEY MAY EXIST ON THE SITE.
8. THE LOCATION OF SWAUK CREEK, AS SHOWN HEREON, WAS DERIVED FROM AERIAL IMAGERY. FURTHER INVESTIGATION MAY BE NEEDED TO MORE PRECISELY DEFINE ITS LOCATION.
9. THE ORDINARY HIGH WATER MARK, AS SHOWN HEREON, WAS DETERMINED FROM DIRECT FIELD OBSERVATION USING VEGETATION INDICATORS. FURTHER INVESTIGATION MAY BE NEEDED TO MORE PRECISELY DEFINE ITS LOCATION.
10. THE FLOODWAY/FLOODPLAIN LINE, AS SHOWN HEREON, IS BASED ON GRAPHICAL SCALING ONLY FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S, FEDERAL INSURANCE RATE MAP, KITTITAS COUNTY MAP NUMBER 53037C0750D, DATED 9/24/2021.



LEGEND

-  SECTION CORNER, AS NOTED
-  QUARTER CORNER, AS NOTED
-  FOUND 5/8" REBAR AND CAP, LS 42687

INDEX LOCATION
 SEC. 17, T.19N., R.17E., W.M.




KITTITAS CO CDS
 RECEIVED
 12/02/2025

REVIEW
 DRAFT

VERTICAL DATUM:
 NAVD 88

CONTOUR INTERVAL-5 FOOT:
 THE CONTOURS SHOWN HEREON WERE COMPUTER GENERATED FROM WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES LIDAR DATA.

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS IS PER WASHINGTON STATE PLANE COORDINATES, NAD83/2011, SOUTH ZONE, AS DETERMINED BY TIES TO WASHINGTON STATE REFERENCE NETWORK FROM THE FOUND MONUMENTS MARKING THE EAST LINE OF SECTION 17, AS SHOWN HEREON, WITH THE LINE BETWEEN THEM OBSERVED AS S0°44'48"W.

ALL DISTANCE SHOWN HEREON ARE GROUND SCALE BASED ON A COMBINED SCALE FACTOR (CSF) OF 0.99984317. MULTIPLY CSF BY GROUND DISTANCES TO OBTAIN GRID DISTANCES.

SWAUK VALLEY RANCH CONSERVATION PLAT SP-25-00010 SPF-25-XXXXX FOR SWAUK VALLEY RANCH, LLC WITHIN SECTION 17, T.19N., R.17E., W.M.			
SURVEYED BY: LJ	DRAWN BY: SW	CHECKED BY: TW	APPROVED BY: SW
DATE: OCT. 2025	APSSM JOB NO.: 3737.002	ACAD NAME: 3737.002CP	



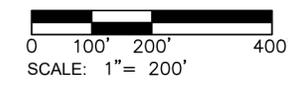
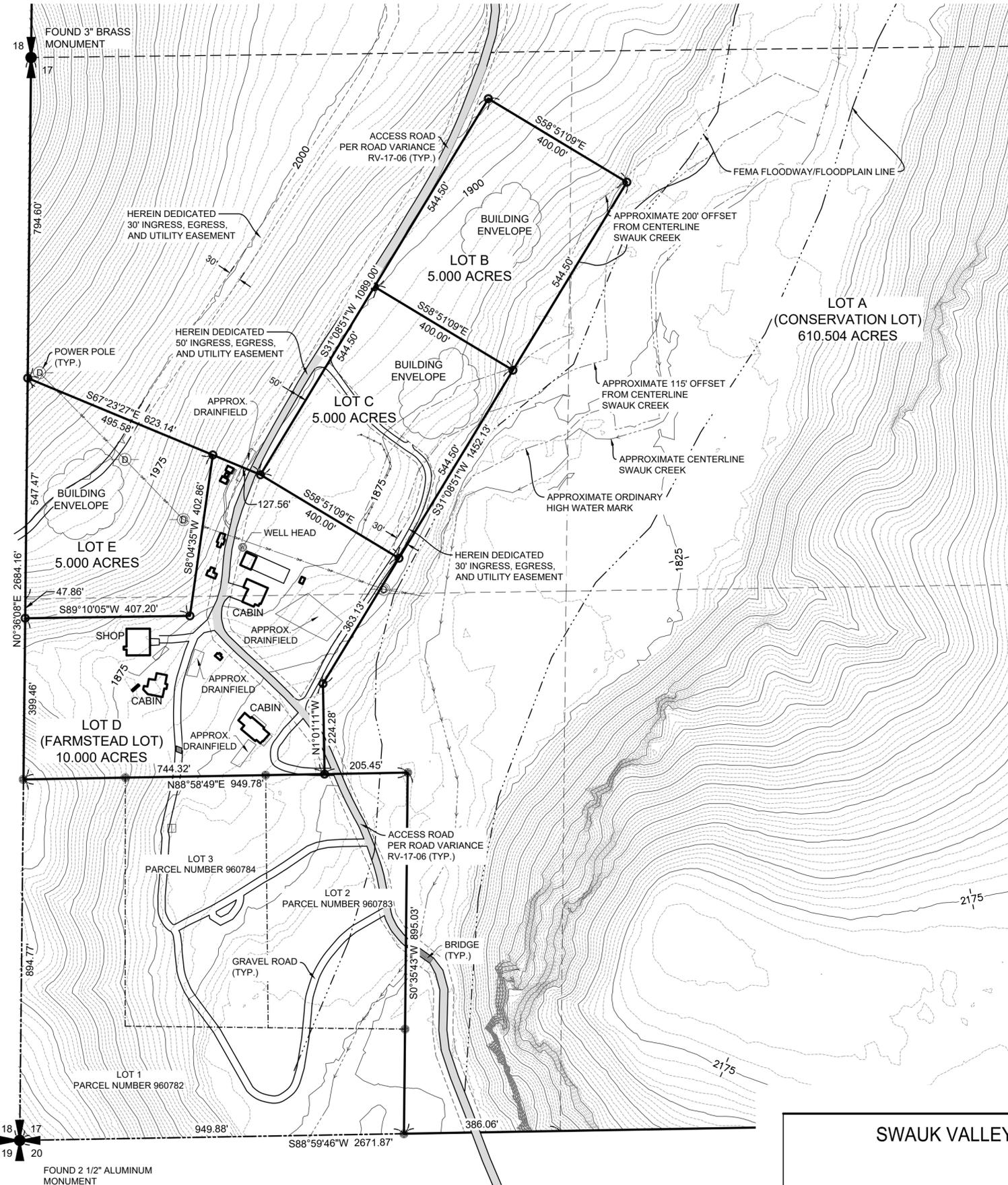
SHEET
2
OF
3

Exceptional Service Has No Boundaries
 13221 S.E. 26TH STREET, SUITE A, BELLEVUE, WA 98005
 TEL: (425) 746-3200 WWW.APSSM.COM

SWAUK VALLEY RANCH CONSERVATION PLAT, SP-25-00010

SPF-25-XXXXX

WITHIN SECTION 17, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, WASHINGTON



VERTICAL DATUM:

NAVD 88

CONTOUR INTERVAL-5 FOOT:

THE CONTOURS SHOWN HEREON WERE COMPUTER GENERATED FROM WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES LIDAR DATA.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS PER WASHINGTON STATE PLANE COORDINATES, NAD83/2011, SOUTH ZONE, AS DETERMINED BY TIES TO WASHINGTON STATE REFERENCE NETWORK FROM THE FOUND MONUMENTS MARKING THE EAST LINE OF SECTION 17, AS SHOWN HEREON, WITH THE LINE BETWEEN THEM OBSERVED AS S0°44'48"W.

ALL DISTANCE SHOWN HEREON ARE GROUND SCALE BASED ON A COMBINED SCALE FACTOR (CFS) OF 0.99984317. MULTIPLY CFS BY GROUND DISTANCES TO OBTAIN GRID DISTANCES.

REVIEW
DRAFT

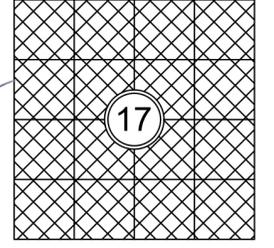
LEGEND

	FOUND SECTION CORNER, AS NOTED
	FOUND QUARTER CORNER, AS NOTED
	FOUND 5/8" REBAR AND CAP, LS 42687
	SET 5/8" REBAR AND CAP, LS 52843.

KITTITAS CO CDS
RECEIVED
12/02/2025



INDEX LOCATION
SEC. 17, T.19N., R.17E., W.M.



SWAUK VALLEY RANCH CONSERVATION PLAT

SP-25-00010

SPF-25-XXXXX

FOR SWAUK VALLEY RANCH, LLC

WITHIN SECTION 17, T.19N., R.17E., W.M.

SURVEYED BY: LJ	DRAWN BY: SW	CHECKED BY: TW	APPROVED BY: SW
DATE: OCT. 2025	APSSM JOB NO.: 3737.002	ACAD NAME:	3737002CP



13221 S.E. 26TH STREET, SUITE A, BELLEVUE, WA 98005
TEL: (425) 746-3200 WWW.APSSM.COM

SHEET

3
OF
3

NAME	ADDRESS-#	ROAD-NAME	CITY	ZIP	PARCEL #	LOCATION	OWNERSHIP
SWAUK VALLEY RANCH LLC	18511	SR 10	CLE ELUM	98922	717734	19-17-17000-0001 MAIN CABIN	STATE HIGHWAY
SWAUK VALLEY RANCH LLC	18513	SR 10	CLE ELUM	98922	717734	19-17-17000-0001 BUNK HOUSE	STATE HIGHWAY
SWAUK VALLEY RANCH LLC	18515	SR 10	CLE ELUM	98922	960782	19-17-17000-0001 SHOP	STATE HIGHWAY
SWAUK VALLEY RANCH, LLC	18517	SR 10	CLE ELUM	98922	960784	P-960784 19-17-20050-0003 SWAUK CONSERVATION PLAT LOT 3 , HOME WITH POOL	STATE HIGHWAY

The main address of the ranch has been since 1998:
18511 Hwy 10, Ellensburg 98926

When did the change occur from Ellensburg to Cle Elum?
We never received any formal notice





18511

18513

18517

18515

WHEN RECORDED, RETURN TO:

Swauk Valley Ranch, LLC
c/o Alex Cordas
P.O. Box 24567
Seattle, WA 98124



DECLARATION OF COVENANT

Grantor: Swauk Valley Ranch, LLC, a Washington limited liability company

Grantee: Swauk Valley Ranch, LLC, a Washington limited liability company

Abbreviated Legal Description: PTN S 17, T 19N, R 17E, W.M.

Complete legal description is at Exhibit A hereto.

Assessor's Property Tax Parcel Account Number: 717734

Reference to Related Documents: None.

THIS DECLARATION OF COVENANT (this "Declaration") is made this ____ day of _____, 2025 (the "Effective Date"), by Swauk Valley Ranch, LLC, a Washington limited liability company.

Whereas, Swauk Valley Ranch, LLC is the owner in fee simple of that certain real estate in Kittitas County, Washington, legally described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Swauk Valley Ranch, LLC, as owner in fee simple of the land described herein, and on behalf of itself, its heirs, successors and assigns, hereby declares this covenant and places the same on record:

Lot A of the Swauk Valley Ranch Conservation Plat, SP-25-00010, shall not be further divided.



EXHIBIT A

Legal Description of Property

All of Section 17, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington

Except:

The South 895.00 feet of the West 950 feet of the Southwest Quarter of the Southwest Quarter thereof.

(Tract 1 of that certain Survey as recorded August 16, 2017, in Book 41 of Surveys, pages 7 and 8, under Auditor's File No. 201708160048, records of Kittitas County, Washington; being a portion of Section 17, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.)

Swauk Valley Ranch LLC



11-20-25

To Whom it may concern:

Swauk Valley Ranch LLC is owner operator of Swauk Valley Ranch Group B well AC733E.

Attached is the original Water Facilities Inventory dated 7-25-11. On page 2 it indicates there are 9 total connections with 2 being used.

On 1-18-2019 one additional connection to the system was made on parcel #960784 with water mitigation certificate WM-19-0002.

SP 000025-10 anticipates 3 new building parcels. Presently only one residence is planned, however 3 new mitigation certificates are being processed.

If the new parcels need to be counted against the total of 9, even though 2 may or may not be used the total number of connections will be 6 (six).

Alex Cordas
Owners Representative



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12/02/2025

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

EASTERN DRINKING WATER REGIONAL OPERATIONS

16201 East Indiana Avenue, Suite 1500, Spokane Valley, Washington 99216-2830

TDD Relay 1-800-833-6388

July 25, 2011

Mr. Alex Cordas
Swauk Valley Ranch
PO Box 24567
Seattle, WA 98124

Subject: Swauk Valley Ranch; PWS ID #AC733E; Kittitas County
New Group B Water System

Dear Mr. Cordas:

The Group B Water System Application & Information Package for the above-referenced project received in this office on July 14, 2011 has been reviewed and approved by the Kittitas County Health Department. In accordance with the provisions of WAC 246-291-030 and the Joint Plan of Operations between Kittitas County and the Washington State Department of Health (DOH), the above-mentioned water system is hereby assigned an identification number.

A Water Facilities Inventory has been completed (copy enclosed), and an identification number assigned, # AC733E. This number must be used on all future water samples to ensure proper credit toward your sampling requirements. At least one coliform drinking water sample every twelve months and one nitrate sample every thirty-six months is required to be submitted to a certified laboratory.

If you have any questions, please call me at (509) 329-2136 or by emailing: danielle.finley@doh.wa.gov.

Sincerely,

Danielle J. Russell
Office of Drinking Water
Division of Environmental Health

cc: Kittitas County Health Department



WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO. AC733 E	2. SYSTEM NAME SWAUK VALLEY RANCH	3. COUNTY KITITITAS	4. GROUP B	5. TYPE	
			ACTIVE SERVICE CONNECTIONS	DOH USE ONLY CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY APPROVED CONNECTIONS
25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)			0	2	9
A. Full Time Single Family Residences (Occupied 180 days or more per year)			0		
B. Part Time Single Family Residences (Occupied less than 180 days per year)			2		
26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)					
A. Apartment Buildings, condos, duplexes, barracks, dorms			0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year			0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year			0		
27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)					
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)			0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.			0	0	0
28. TOTAL SERVICE CONNECTIONS				2	9

29. FULL-TIME RESIDENTIAL POPULATION

A. How many residents are served by this system 180 or more days per year? 0

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?			2	4	4	8	8	8	4	2		
B. How many days per month are they present?			2	2	2	4	4	4	2	2		

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?	2	2	2	2	2	3	3	3	2	2	2	2
B. How many days per month are they present?	20	20	20	20	20	20	20	20	20	20	20	20

33. ROUTINE COLIFORM SCHEDULE

Take one sample every 12 months

34. NITRATE SCHEDULE (One Sample per source by time period)	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS

35. Reason for Submitting WFI:

- Update - Change
 Update - No Change
 Inactivate
 Re-Activate
 Name Change
 New System
 Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.

SIGNATURE: _____ DATE: _____
 PRINT NAME: _____ TITLE: _____

From: [Alex Cordas](#)
To: [Mark Brands](#); [Konrad Liegel \(Konrad@konradjliegel.com\)](mailto:Konrad.Liegel@konradjliegel.com)
Subject: FW: Swauk Ranch
Date: Monday, November 24, 2025 1:35:47 PM
Attachments: [image001.png](#)

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With respect to the water mitigation that we have in progress with Public Works, see the response from Kittitas Reclamation District, KRD>

We will only be purchasing the package A for the parcels.

Excerpt from the application. A \$4075 and B \$4999. I have an appointment next week to submit and pick up the certificates.

Kittitas County Water Bank Mitigation Packages:

Package A:

Applicants with access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package A. Includes an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, on condition that the annual average is not exceeded.

Package B:

Applicants without access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package B. Includes an annual average of 275 gallons per day (indoor use only) with 25 Gallons per day (outdoor use) measured at ~500 square feet of lawn/garden. The daily maximum withdrawal allowed on any given day is 900 gallons per day, on condition that the annual average is not exceeded.

With respect to the site evaluation.

We picked up a permit last week and had our inspection this morning.

Everything passed; however, they want a permit for each lot now so more administrative to take care of.

Progress!

From: sara@krdistrict.org <sara@krdistrict.org>
Sent: Monday, November 24, 2025 10:47 AM
To: Alex Cordas <Acordas@McKinstry.com>
Subject: RE: Swauk Ranch

CAUTION: External Sender.

Good morning Alex,

The new conservation plat in progress with Kittitas County lies within the Kittitas Reclamation District, has irrigable acres assigned to the land and existing infrastructure to access the KRD's irrigation water.

Please let me know if you need anything else.

Thanks,

Sara Vickers

Lands Clerk/RRA Specialist

509-925-6158

www.kittitasreclamationdistrict.org

From: Alex Cordas <Acordas@McKinstry.com>

Sent: Friday, November 21, 2025 11:18 AM

To: sara@krdistrict.org

Subject: Swauk Ranch

Sara,

Thanks for the time on the phone yesterday afternoon.

This should assist with what I was trying to convey.

Site map KRD review indicates Section 17 as well as the overlay of the new conservation plat in progress with CDS at present.

Site map 2 just shows a similar view with the building site at the side of section 17.

For convenience, our account serial is NB-445 1 and NB-445 2.

Appreciate the assistance

Alex Cordas

206-391-1195

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KITTITAS COUNTY
PUBLIC HEALTH

Receipt Number: PH25-02740

507 N Nanum St., Suite 102
Ellensburg, WA 98926
509-962-7515 / <https://www.co.kittitas.wa.us/health/>

Payer/Payee: SWAUK VALLEY RANCH LLC
PO BOX 24567
SEATTLE WA 98124

Cashier: COLLEEN HAUSER
Payment Type: CHECK (5092)

Date: 11/20/2025

OE-25-00204 Site Evaluation Application 1780 SWAUK RANCH LN, CLE ELUM 98922

<u>Fee Description</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
OSS Site Eval Permit	\$770.00	\$770.00	\$0.00
OE-25-00204 TOTALS:	\$770.00	\$770.00	\$0.00
TOTAL PAID:		\$770.00	



SITE EVALUATION APPLICATION INSPECTION RESULTS

507 N Nanum St., Suite 102, Ellensburg, WA 98926
509-962-7515
<https://www.co.kittitas.wa.us/health/>

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12/02/2025

Account Name: SWAUK VALLEY RANCH LLC **Account #** OE-25-00209
 1780 SWAUK RANCH LN, CLE ELUM 98922 98922, WA **Parcel #** 717734
 UNKNOWN

Inspector	Inspection Type	Inspection Date	Status	Comments
Dan Suggs	SITE EVALUATION INSPECTION	11/25/2025	SATISFACTORY	Lot B

Group	Task Description	Status	Comments
	<i>SL 1: Depth/Soil Type/Structure/Color</i>	N/A	
	<i>SL 2: Depth/Soil Type/Structure/Color</i>	N/A	
	<i>SL 3: Depth/Soil Type/Structure/Color</i>	VERIFIED	0-72 Type 6/weak angular blocky/light brown
	<i>SL 4: Depth/Soil Type/Structure/Color</i>	VERIFIED	0-72 Type 6/weak angular blocky/light brown
	<i>Minimum Horizontal Separations</i>	N/O	
	<i>Field Observations</i>	YES	Installation in shoreline buffer requires shoreline exemption permitting with CDS. Keep drainfield out of swale.



SITE EVALUATION APPLICATION INSPECTION RESULTS

KITTITAS CO CDS
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 12/02/2025

507 N Nanum St., Suite 102, Ellensburg, WA 98926
 509-962-7515
<https://www.co.kittitas.wa.us/health/>

Account Name: SWAUK VALLEY RANCH LLC
 1780 SWAUK RANCH LN Cle Elum, WA 98922

Account # OE-25-00204
Parcel # 717734

Inspector	Inspection Type	Inspection Date	Status	Comments
Dan Suggs	SITE EVALUATION INSPECTION	11/24/2025	SATISFACTORY	Lot C

Group	Task Description	Status	Comments
	<i>SL 1: Depth/Soil Type/Structure/Color</i>	VERIFIED	0-72 type 6/weak angular blocky/light brown
	<i>SL 2: Depth/Soil Type/Structure/Color</i>	VERIFIED	0-72 type 6/weak angular blocky/light brown
	<i>SL 3: Depth/Soil Type/Structure/Color</i>	N/A	
	<i>SL 4: Depth/Soil Type/Structure/Color</i>	N/A	
	<i>Minimum Horizontal Separations</i>	N/O	
	<i>Field Observations</i>	YES	Installation in the shoreline buffer requires shoreline exemption permitting with CDS.



SITE EVALUATION APPLICATION INSPECTION RESULTS

507 N Nanum St., Suite 102, Ellensburg, WA 98926
509-962-7515
<https://www.co.kittitas.wa.us/health/>

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12/02/2025

Account Name: SWAUK VALLEY RANCH LLC **Account #** OE-25-00208
 1780 SWAUK RANCH LN, CLE ELUM 98922 98922, WA **Parcel #** 717734
 UNKNOWN

Inspector	Inspection Type	Inspection Date	Status	Comments
Dan Suggs	SITE EVALUATION INSPECTION	11/25/2025	SATISFACTORY	Lot E

Group	Task Description	Status	Comments
	<i>SL 1: Depth/Soil Type/Structure/Color</i>	N/A	(Soil Log 5) 0-66 Type 6/ weak/pale brown
	<i>SL 2: Depth/Soil Type/Structure/Color</i>	N/A	(Soil Log 6) 0-60 Type 6/weak/pale brown
	<i>SL 3: Depth/Soil Type/Structure/Color</i>	N/A	
	<i>SL 4: Depth/Soil Type/Structure/Color</i>	N/A	
	<i>Minimum Horizontal Separations</i>	N/O	
	<i>Field Observations</i>	N/A	

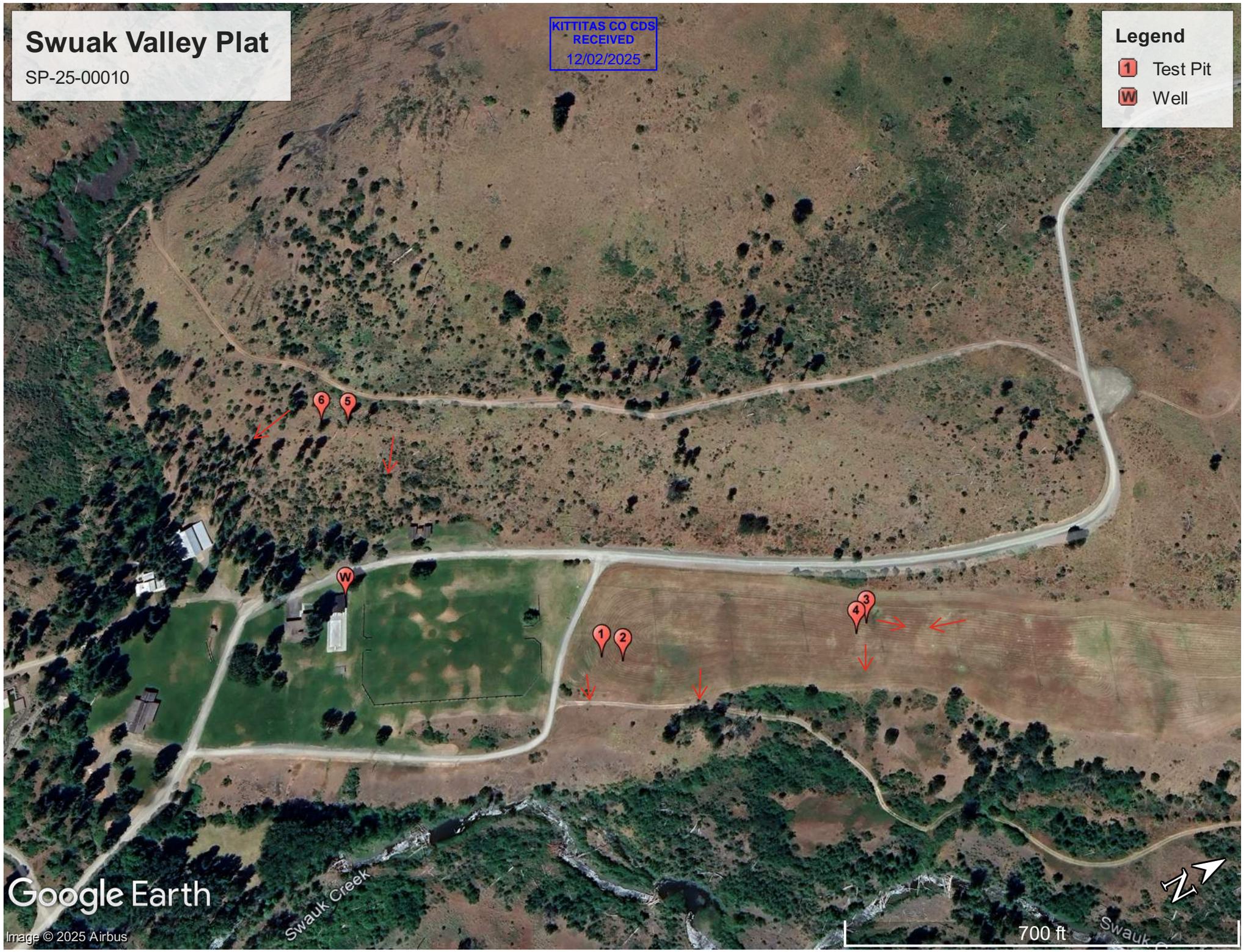
Swauk Valley Plat

SP-25-00010

KITTITAS CO CDS
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12/02/2025

Legend

-  Test Pit
-  Well



Google Earth

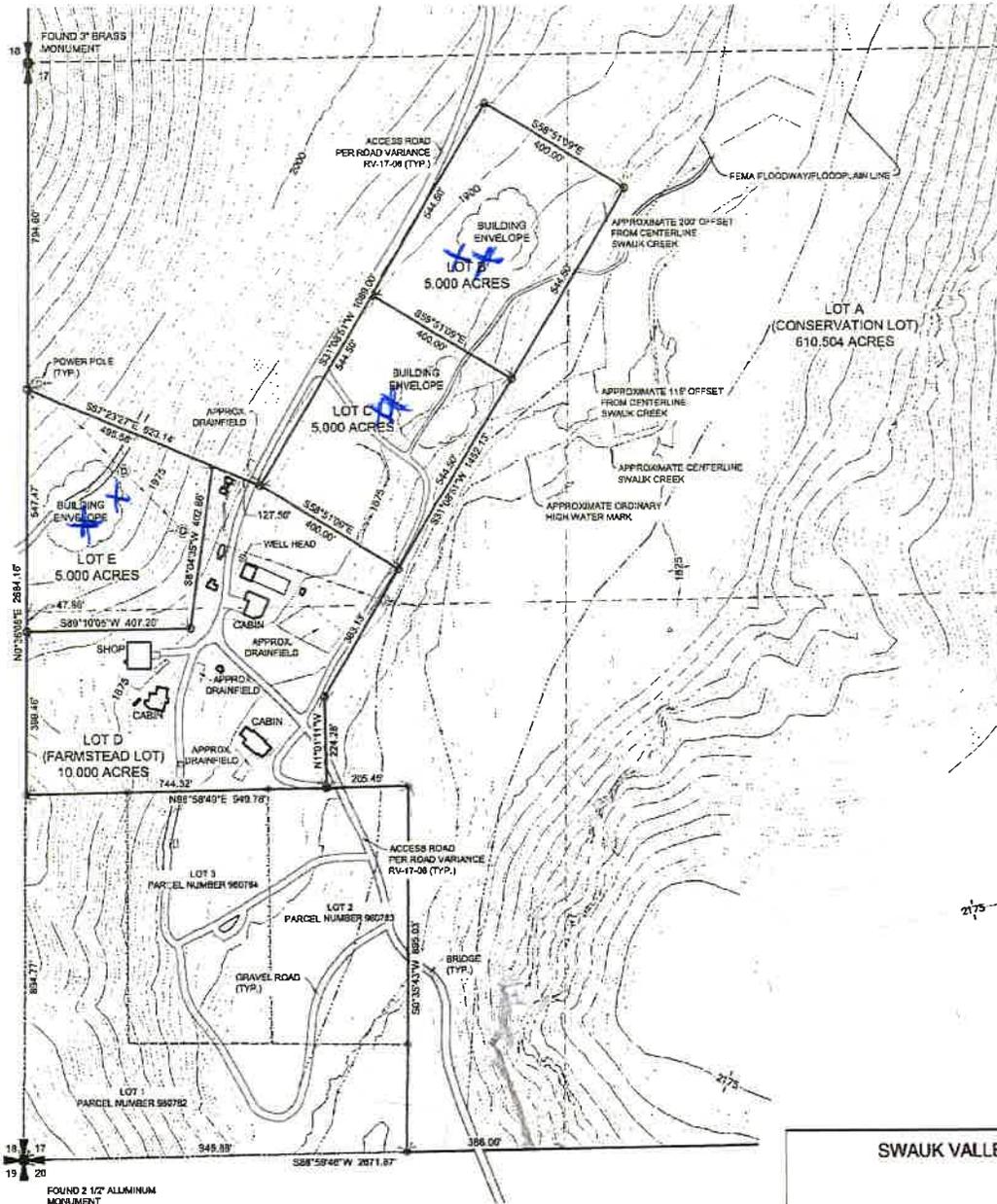
Image © 2025 Airbus

Swauk Creek

700 ft Swauk Creek

SWAUK VALLEY RANCH CONSERVATION PLAT, SP-25-XXXXX
 SPF-25-XXXXX
 WITHIN SECTION 17, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, WASHINGTON

KITTITAS CO CDS
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 12/02/2025



REVIEW
 DRAFT

VERTICAL DATUM:

NAVD 88

CONTOUR INTERVAL-5 FOOT:

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BASIS OF BEARINGS:

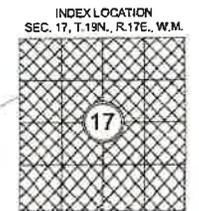
THE BASIS OF BEARINGS IS PER WASHINGTON STATE PLANE COORDINATE NAD83(2011), SOUTH ZONE, AS DETERMINED BY TIES TO WASHINGTON STATE REFERENCE NETWORK FROM THE FOUND MONUMENTS MARKING THE EAST LINE OF SECTION 17, AS SHOWN HEREON, WITH THE LINE BETWEEN THEM OBSERVED AS S8°44'49\".

ALL DISTANCE SHOWN HEREON ARE GROUND SCALE BASED ON A COMBINED SCALE FACTOR (CFS) OF 0.9984317. MULTIPLY CFS BY GROUND DISTANCES TO OBTAIN GRID DISTANCES.

LEGEND

	FOUND SECTION CORNER, AS NOTED
	FOUND QUARTER CORNER, AS NOTED
	FOUND 5/8\" REBAR AND CAP, LS 42857
	SET 5/8\" REBAR AND CAP, LS 52843, UPON APPROVAL OF CONSERVATION PLAT

Kittitas County
 RECEIVED
 JUL 21 2025



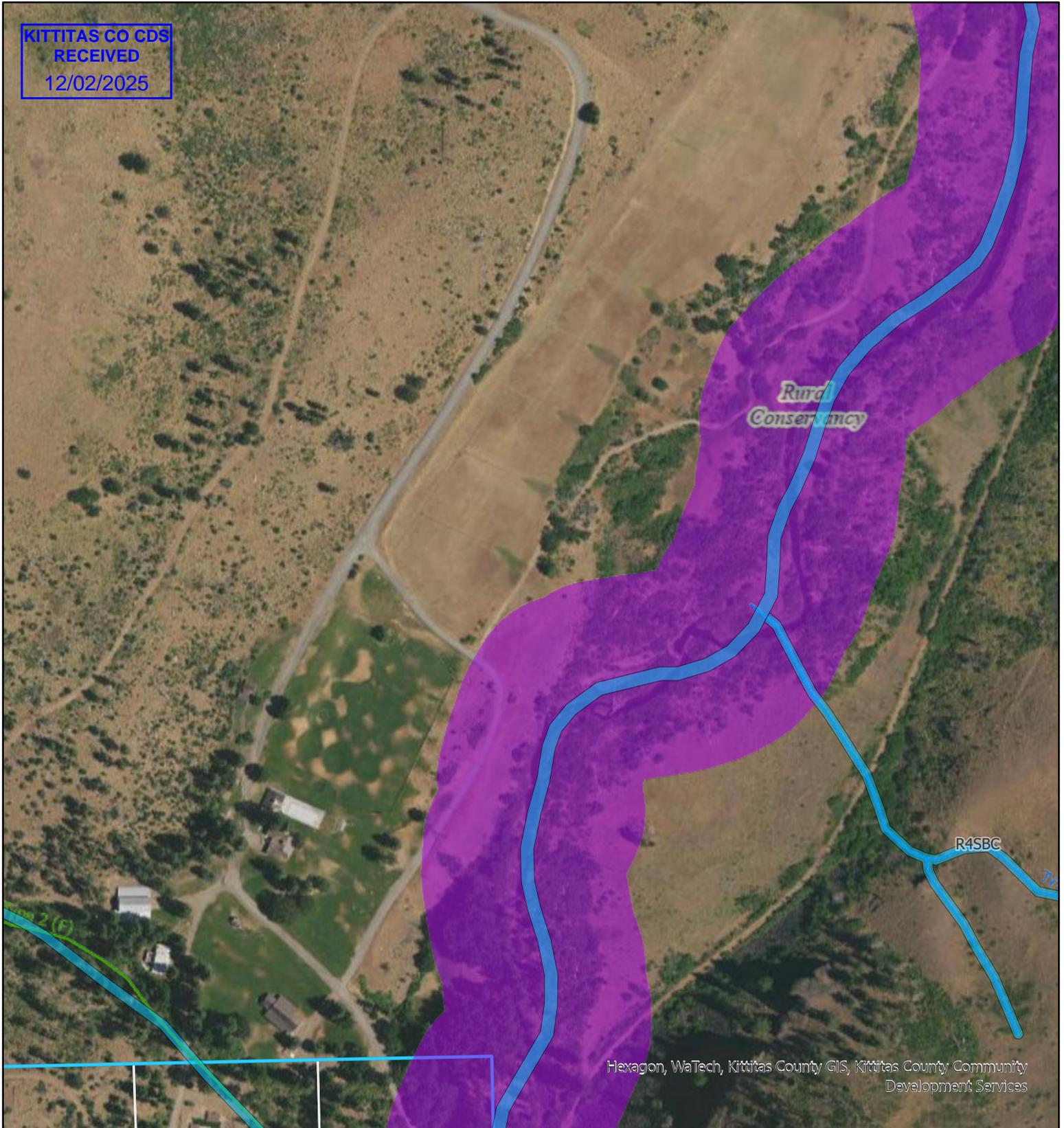
Lot C 0-72 Type 6
 Lot B 0-72 Type 6
 Lot E 10-66 Type 6
 210-60 Type 6

SWAUK VALLEY RANCH CONSERVATION PLAT SP-25-XXXXX SPF-25-XXXXX FOR SWAUK VALLEY RANCH, LLC WITHIN SECTION 17, T.19N., R.17E., W.M.				SHEET 3 OF 3
SURVEYED BY: LJ	DRAWN BY: SW	CHECKED BY: TW	APPROVED BY: SW	
DATE: JUNE 2025	APSSM JOB NO.: 3737.002	ACAD NAME: 3737002CP		



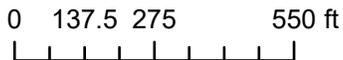
Shoreline COMPAS Map

KITTITAS CO CDS
RECEIVED
12/02/2025



Date: 11/25/2025

1 inch equals 376 feet



Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



CHICAGO TITLE INSURANCE COMPANY

**KITTITAS CO CDS
RECEIVED
12/02/2025**

**GUARANTEE
Guarantee Number 27030-235096629**

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSUANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: October 21, 2025

CHICAGO TITLE INSURANCE COMPANY

Countersigned By:

Steven Dougherty

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]* President
ATTEST *[Signature]* Secretary

SCHEDULE A



Your Reference:

Our No. 1031033
Guarantee No. 27030-235096629
Liability: \$1,000.00
Fee: \$350.00
Sales Tax: \$29.05

1. Name of Assured: Swauk Valley Ranch LLC, a Washington Limited Liability Company
2. Date of Guarantee: 20th day of October, 2025 at 7:30 A.M.

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

See attached Exhibit 'A'

Title to said real property is vested in:

Swauk Valley Ranch LLC, a Washington Limited Liability Company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2025
Tax Type: County
Total Annual Tax: \$8,007.90
Tax ID #: 717734
Taxing Entity: Kittitas County Treasurer
First Installment: \$4,003.95
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2025
Second Installment: \$4,003.95
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2025

5. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. [208267](#), no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

6. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power & Light Company, a corporation
Purpose: An electric transmission and distribution line
Recorded: November 1, 1922
Instrument No.: [67546](#)
Book 38 of Deeds, Page 265
Affects: A portion of said Section 17
7. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: An electric transmission and distribution line
Recorded: April 29, 1943
Instrument No.: [172954](#)
Book 66 of Deeds, Page 195
Affects: A portion of said premises
8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: An electric transmission and distribution line
Recorded: June 6, 1952
Instrument No.: [230752](#)
Book 89 of Deeds, Page 439
Affects: A portion of said premises
9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: An access road
Recorded: October 7, 1958
Instrument No.: [272507](#)
Book 103 of Deeds, Page 145
Affects: The West Half of Section 17 and the Northeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 20 and other land
10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: Maintenance, repair and rebuilding of a roadway
Recorded: August 1, 1958
Instrument No.: [271474](#)
Book 102, Page 545
Affects: 14 foot strip of land in the Southwest Quarter of the Southwest Quarter of Section 17 and a portion of the North Half of the Northwest Quarter of Section 20
11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: Transmission line and access road easement
Recorded: January 14, 1965
Instrument No.: [318234](#)
Book 117, Page 488
Affects: A portion of said premises

12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: An electric transmission and distribution line, and roads
Recorded: February 11, 1965
Instrument No.: [318841](#)
Book 117, Page 704
Affects: A portion of said premises
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: An access road
Recorded: March 14, 1974
Instrument No.: [388436](#)
Book 48, Page 260
Affects: A portion of said premises
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Nature Conservancy, a District of Columbia non-profit corporation, its successors and assigns
Purpose: Conservation easement, together with all unreserved development rights
Recorded: December 28, 2001
Instrument No.: [200112280009](#)
Affects: A portion of said premises Sections 8 and 17
15. Declaration of Protective Well Covenant, and the terms and conditions thereof, executed by Swauk Valley Ranches, LLC, dated September 20, 2010, recorded October 7, 2010, under Auditor's File No. [201010070003](#).
Affects: Section 17
16. Restrictive Covenant for protection of well and water works, and the terms and conditions thereof, dated September 20, 2010, recorded October 7, 2010, under Auditor's File No. [201010070004](#).
Affects: Section 17
17. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: August 16, 2017
Book: 41 of Surveys, Pages: 7 through 9
Instrument No.: [201708160048](#)
Matters shown:
 - a) Easements thereon
 - b) Swauk Creek shown thereon
 - c) Notes thereon
18. Kittitas County Public Health Department Water Metering Agreement, including the terms and provisions thereof,
Recorded: February 9, 2018
Instrument No.: [201802090013](#)
Between: Swauk Valley Ranch, LLC
And: The County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Health Department
19. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Swauk Creek, if it is navigable.
20. Any question of location, boundary or area related to the Swauk Creek, including, but not limited to, any past or future changes in it.
21. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.

Notes:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- B. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Tract 1, Book 41 of Surveys, pgs 7-8, being ptn Section 17, Township 19N, Range 17E, W.M.
- C. In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

Guarantee Conditions and Stipulations (12/15/95)

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall

terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service

of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

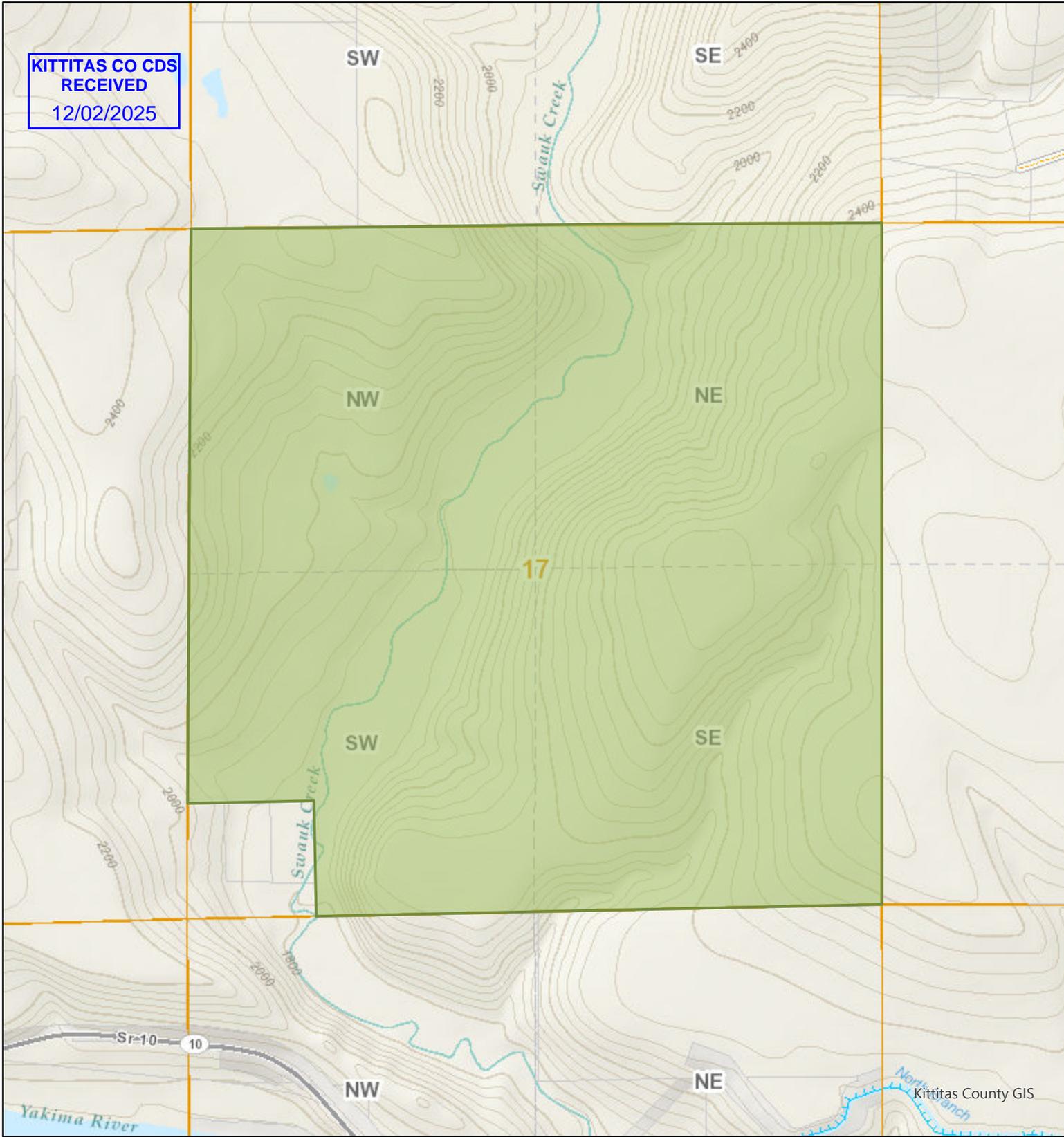
EXHIBIT 'A'

File No. 1031033

Tract 1 of that certain Survey as recorded August 16, 2017, in Book 41 of Surveys, pages 7 and 8, under Auditor's File No. 201708160048, records of Kittitas County, Washington; being a portion of Section 17, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

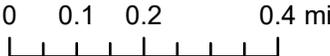
Kittitas County COMPAS Map

KITTITAS CO CDS
RECEIVED
12/02/2025



Date: 10/3/2025

1 inch equals 1,505 feet



Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

Mapcheck 1: EX CONS ESMT



Closure Summary

Precision, 1 part in: 1052822.44'

Error distance: 0.02'

Error direction: N56°27'26"E

Area: 10657831.81 Sq. Ft.

Square area: 10657831.81

Perimeter: 15977.04'

Point of Beginning

Easting: 1580478'

Northing: 658611'

Side 1: Line

Direction: N89°20'23"E

Angle: [-90°39'37"]

Deflection angle: [89°20'23"]

Distance: 1337.15'

Easting: 1581815'

Northing: 658626'

Side 2: Line

Direction: N0°42'24"E

Angle: [91°22'01"]

Deflection angle: [-88°37'59"]

Distance: 2659.45'

Easting: 1581848'

Northing: 661286'

Side 3: Line

Direction: N89°41'45"E

Angle: [-91°00'39"]

Deflection angle: [88°59'21"]

Distance: 1338.84'

Easting: 1583187'

Northing: 661293'

Side 4: Line

Direction: S0°44'48"W

Angle: [-88°56'57"]

Deflection angle: [91°03'03"]

Distance: 5302.34'

Easting: 1583118'

Northing: 655991'

Side 5: Line

Direction: S88°58'22"W

Angle: [-91°46'26"]

Deflection angle: [88°13'34"]

Distance: 2671.06'

Easting: 1580447'

Northing: 655943'

Side 6: Line

Direction: N0°40'01"E

Angle: [-88°18'21"]

Deflection angle: [91°41'39"]

Distance: 2668.20'

Easting: 1580478'

Northing: 658611'

Mapcheck 2: TRACT 1

Closure Summary

Precision, 1 part in: 1035014.52'

Error distance: 0.02'

Error direction: N54°31'29"E

Area: 27682578.74 Sq. Ft.

Square area: 27682578.74

Perimeter: 21369.24'

Point of Beginning

Easting: 1577832'

Northing: 661264'

Side 1: Line

Direction: N89°41'45"E

Angle: [-90°18'15"]

Deflection angle: [89°41'45"]

Distance: 5355.35'

Easting: 1583187'

Northing: 661293'

Side 2: Line

Direction: S0°44'48"W

Angle: [-88°56'57"]

Deflection angle: [91°03'03"]

Distance: 5302.34'

Easting: 1583118'

Northing: 655991'

Side 3: Line

Direction: S88°58'22"W

Angle: [-91°46'26"]

Deflection angle: [88°13'34"]

Distance: 2671.06'

Easting: 1580447'

Northing: 655943'

Side 4: Line

Direction: S88°59'46"W

Angle: [-179°58'36"]

Deflection angle: [0°01'24"]

Distance: 1335.93'

Easting: 1579112'

Northing: 655920'

Side 5: Line

Direction: S88°59'46"W

Angle: [180°00'00"]

Deflection angle: [0°00'00"]

Distance: 386.06'

Easting: 1578726'

Northing: 655913'

Side 6: Line

Direction: N0°35'43"E

Angle: [-88°24'03"]

Deflection angle: [91°35'57"]

Distance: 895.03'

Easting: 1578735'

Northing: 656808'

Side 7: Line

Direction: S88°58'49"W

Angle: [88°23'06"]

Deflection angle: [-91°36'54"]

Distance: 949.78'

Easting: 1577785'

Northing: 656791'

Side 8: Line

Direction: N0°36'08"E

Angle: [-88°22'41"]

Deflection angle: [91°37'19"]

Distance: 447.31'

Easting: 1577790'

Northing: 657238'

Side 9: Line

Direction: N0°36'08"E

Angle: [180°00'00"]

Deflection angle: [0°00'00"]

Distance: 1342.08'

Easting: 1577804'

Northing: 658580'

Side 10: Line

Direction: N0°35'30"E

Angle: [179°59'22"]

Deflection angle: [-0°00'38"]

Distance: 2684.30'

Easting: 1577832'

Northing: 661264'

Mapcheck 3: LOT B

Closure Summary

Precision, 1 part in: 1889000000.00'

Error distance: 0.00'

Error direction: N0°00'00"E

Area: 217800.00 Sq. Ft.

Square area: 217800.00

Perimeter: 1889.00'

Point of Beginning

Easting: 1578934'

Northing: 658478'

Side 1: Line

Direction: S58°51'09"E

Angle: [-58°51'09"]

Deflection angle: [121°08'51"]

Distance: 400.00'

Easting: 1579277'

Northing: 658271'

Side 2: Line

Direction: S31°08'51"W

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 544.50'

Easting: 1578995'

Northing: 657805'

Side 3: Line

Direction: N58°51'09"W

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 400.00'

Easting: 1578653'

Northing: 658012'

Side 4: Line

Direction: N31°08'51"E

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 544.50'

Easting: 1578934'

Northing: 658478'

Mapcheck 4: LOT C

Closure Summary

Precision, 1 part in: 1889000000.00'

Error distance: 0.00'

Error direction: N90°00'00"E

Area: 217800.00 Sq. Ft.

Square area: 217800.00

Perimeter: 1889.00'

Point of Beginning

Easting: 1578653'

Northing: 658012'

Side 1: Line

Direction: S58°51'09"E

Angle: [-58°51'09"]

Deflection angle: [121°08'51"]

Distance: 400.00'

Easting: 1578995'

Northing: 657805'

Side 2: Line

Direction: S31°08'51"W

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 544.50'

Easting: 1578713'

Northing: 657339'

Side 3: Line

Direction: N58°51'09"W

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 400.00'

Easting: 1578371'

Northing: 657546'

Side 4: Line

Direction: N31°08'51"E

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 137.78'

Easting: 1578442'

Northing: 657664'

Side 5: Line

Direction: N31°08'51"E

Angle: [180°00'00"]

Deflection angle: [0°00'00"]

Distance: 406.72'

Easting: 1578653'

Northing: 658012'

Mapcheck 5: LOT A

Closure Summary

Precision, 1 part in: 1012002.37'

Error distance: 0.02'

Error direction: N70°45'28"E

Area: 26593555.32 Sq. Ft.

Square area: 26593555.32

Perimeter: 23418.67'

Point of Beginning

Easting: 1577832'

Northing: 661264'

Side 1: Line

Direction: N89°41'45"E

Angle: [-90°18'15"]

Deflection angle: [89°41'45"]

Distance: 5355.35'

Easting: 1583187'

Northing: 661293'

Side 2: Line

Direction: S0°44'48"W

Angle: [-88°56'57"]

Deflection angle: [91°03'03"]

Distance: 5302.34'

Easting: 1583118'

Northing: 655991'

Side 3: Line

Direction: S88°58'22"W

Angle: [-91°46'26"]

Deflection angle: [88°13'34"]

Distance: 2671.06'

Easting: 1580447'

Northing: 655943'

Side 4: Line

Direction: S88°59'46"W

Angle: [-179°58'36"]

Deflection angle: [0°01'24"]

Distance: 1335.93'

Easting: 1579112'

Northing: 655920'

Side 5: Line

Direction: S88°59'46"W

Angle: [180°00'00"]

Deflection angle: [0°00'00"]

Distance: 386.06'

Easting: 1578726'

Northing: 655913'

Side 6: Line

Direction: N0°35'43"E

Angle: [-88°24'03"]

Deflection angle: [91°35'57"]

Distance: 895.03'

Easting: 1578735'

Northing: 656808'

Side 7: Line

Direction: S88°58'49"W

Angle: [88°23'06"]

Deflection angle: [-91°36'54"]

Distance: 205.45'

Easting: 1578530'

Northing: 656804'

Side 8: Line

Direction: N1°01'11"W

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 224.28'

Easting: 1578526'

Northing: 657028'

Side 9: Line

Direction: N31°08'51"E

Angle: [-147°49'58"]

Deflection angle: [32°10'02"]

Distance: 1452.13'

Easting: 1579277'

Northing: 658271'

Side 10: Line

Direction: N58°51'09"W

Angle: [90°00'00"]

Deflection angle: [-90°00'00"]

Distance: 400.00'

Easting: 1578934'

Northing: 658478'

Side 11: Line

Direction: S31°08'51"W

Angle: [90°00'00"]

Deflection angle: [-90°00'00"]

Distance: 1089.00'

Easting: 1578371'

Northing: 657546'

Side 12: Line

Direction: N67°23'27"W

Angle: [-98°32'18"]

Deflection angle: [81°27'42"]

Distance: 623.14'

Easting: 1577796'

Northing: 657786'

Side 13: Line

Direction: N0°36'08"E

Angle: [-112°00'25"]

Deflection angle: [67°59'35"]

Distance: 794.60'

Easting: 1577804'

Northing: 658580'

Side 14: Line

Direction: N0°35'30"E

Angle: [179°59'22"]

Deflection angle: [-0°00'38"]

Distance: 2684.30'

Easting: 1577832'

Northing: 661264'

Mapcheck 6: section

Closure Summary

Precision, 1 part in: 1002035.73'

Error distance: 0.02'

Error direction: N57°15'11"E

Area: 28532240.48 Sq. Ft.

Square area: 28532240.48

Perimeter: 21369.08'

Point of Beginning

Easting: 1577832'

Northing: 661264'

Side 1: Line

Direction: N89°41'45"E

Angle: [-90°18'15"]

Deflection angle: [89°41'45"]

Distance: 5355.35'

Easting: 1583187'

Northing: 661293'

Side 2: Line

Direction: S0°44'48"W

Angle: [-88°56'57"]

Deflection angle: [91°03'03"]

Distance: 5302.34'

Easting: 1583118'

Northing: 655991'

Side 3: Line

Direction: S88°58'22"W

Angle: [-91°46'26"]

Deflection angle: [88°13'34"]

Distance: 2671.06'

Easting: 1580447'

Northing: 655943'

Side 4: Line

Direction: S88°59'46"W

Angle: [-179°58'36"]

Deflection angle: [0°01'24"]

Distance: 2671.87'

Easting: 1577776'

Northing: 655896'

Side 5: Line

Direction: N0°36'08"E

Angle: [-88°23'38"]

Deflection angle: [91°36'22"]

Distance: 2684.16'

Easting: 1577804'

Northing: 658580'

Side 6: Line

Direction: N0°35'30"E

Angle: [179°59'22"]

Deflection angle: [-0°00'38"]

Distance: 2684.30'

Easting: 1577832'

Northing: 661264'

Mapcheck 7: LOT D

Closure Summary

Precision, 1 part in: 261526.00'

Error distance: 0.01'

Error direction: N57°02'15"E

Area: 435596.86 Sq. Ft.

Square area: 435596.86

Perimeter: 3068.81'

Point of Beginning

Easting: 1578253'

Northing: 657595'

Side 1: Line

Direction: S67°23'27"E

Angle: [-67°23'27"]

Deflection angle: [112°36'33"]

Distance: 127.56'

Easting: 1578371'

Northing: 657546'

Side 2: Line

Direction: S58°51'09"E

Angle: [-171°27'42"]

Deflection angle: [8°32'18"]

Distance: 400.00'

Easting: 1578713'

Northing: 657339'

Side 3: Line

Direction: S31°08'51"W

Angle: [-90°00'00"]

Deflection angle: [90°00'00"]

Distance: 363.13'

Easting: 1578526'

Northing: 657028'

Side 4: Line

Direction: S1°01'11"E

Angle: [147°49'58"]

Deflection angle: $[-32^{\circ}10'02"]$

Distance: 224.28'

Easting: 1578530'

Northing: 656804'

Side 5: Line

Direction: $S88^{\circ}58'49"W$

Angle: $[-90^{\circ}00'00"]$

Deflection angle: $[90^{\circ}00'00"]$

Distance: 744.32'

Easting: 1577785'

Northing: 656791'

Side 6: Line

Direction: $N0^{\circ}36'08"E$

Angle: $[-88^{\circ}22'41"]$

Deflection angle: $[91^{\circ}37'19"]$

Distance: 399.46'

Easting: 1577790'

Northing: 657190'

Side 7: Line

Direction: $N89^{\circ}10'05"E$

Angle: $[-91^{\circ}26'03"]$

Deflection angle: $[88^{\circ}33'57"]$

Distance: 407.20'

Easting: 1578197'

Northing: 657196'

Side 8: Line

Direction: N8°04'35"E
Angle: [98°54'30"]
Deflection angle: [-81°05'30"]
Distance: 402.86'
Easting: 1578253'
Northing: 657595'

Mapcheck 8: LOT E

Closure Summary

Precision, 1 part in: 364137.75'
Error distance: 0.01'
Error direction: S69°14'08"W
Area: 217803.74 Sq. Ft.
Square area: 217803.74
Perimeter: 1900.97'

Point of Beginning

Easting: 1577796'
Northing: 657786'

Side 1: Line

Direction: S67°23'27"E
Angle: [-67°23'27"]
Deflection angle: [112°36'33"]
Distance: 495.58'
Easting: 1578253'
Northing: 657595'

Side 2: Line

Direction: S8°04'35"W

Angle: [-104°31'58"]

Deflection angle: [75°28'02"]

Distance: 402.86'

Easting: 1578197'

Northing: 657196'

Side 3: Line

Direction: S89°10'05"W

Angle: [-98°54'30"]

Deflection angle: [81°05'30"]

Distance: 407.20'

Easting: 1577789'

Northing: 657190'

Side 4: Line

Direction: N0°36'08"E

Angle: [-88°33'57"]

Deflection angle: [91°26'03"]

Distance: 47.86'

Easting: 1577790'

Northing: 657238'

Side 5: Line

Direction: N0°36'08"E

Angle: [180°00'00"]

Deflection angle: [0°00'00"]

Distance: 547.47'

Easting: 1577796'

Northing: 657786'