

Letter of Transmittal



Western Washington Division
 165 NE Juniper St., Suite 201, Issaquah, WA 98027
 Tel (425) 392-0250 Fax (425) 391-3055

Eastern Washington Division
 108 East 2nd Street, Cle Elum, WA 98922
 Tel (509) 674-7433 Fax (509) 674-7419

Together with
Baima & Holmberg

To: KITTITAS COUNTY CDS
 ELLENSBURG, WA 98926

Date: 7-26-12

Job No. 04635

Attn: DAN AND/OR JEFF

Re: GAME FARM ESTATES CLUSTER PLAT P-05-07

WE ARE SENDING YOU Attached Under separate cover via overnight mail/regular mail the following items:

PRINTS	PLANS	SHOP DRAWINGS	COPY OF LETTER	CHANGE ORDER	SAMPLES	SPECIFICATIONS	SUBMITTAL

COPIES	DATE	NO.	DESCRIPTION
2		1	MYLARS OF SHEET 1 OF 3 FOR COUNTY SIGNATURES
			1 FOR COUNTY
			1 FOR ENCOMPASS
1		2	COPIES OF SHEET 2 AND 3
1			UPDATED SUBDIVISION GUARANTEE
1			REVISED CLOSURES FOR LOTS 4, 5, 6 & 28

THESE ARE TRANSMITTED as checked below:

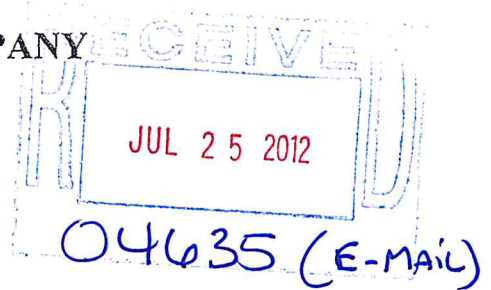
- For approval
- For your use
- As requested
- For review and comment _____
- FOR BIDS DUE _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- For signature
- PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Signature: *Garry W. [Signature]* Title: ENGR. & SURV. TECH.

Copy to: File

CHICAGO TITLE INSURANCE COMPANY



Policy No. WA2011-46-0116311-2012.72156-86575154

GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Nebraska 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 ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: 07/18/2012

WA2011 0116311
AmeriTitle
503 North Pearl St
Ellensburg, WA 98926
Tel: (509) 925-1477
Fax: (509) 962-8325

CHICAGO TITLE INSURANCE COMPANY

By:



Handwritten signature of President

ATTEST

President

Handwritten signature of Secretary

Secretary

Handwritten signature of Marlene Wyatt, Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

SUBDIVISION GUARANTEE

Office File Number : 0116311
Guarantee Number : WA2011-46-0116311-2012.72156-86475154
Dated : July 18, 2012, at 8:00 a.m.
Liability Amount : \$ 1,000.00
Premium : \$ 250.00
Tax : \$ 20.00

Your Reference : MELLERGAARD

Name of Assured: ENCOMPASS ENGINEERING & SURVEYING

The assurances referred to on the face page are:

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

TRACT 1:

Parcel A of that certain Survey as recorded November 22, 2006, in Book 33 of Surveys, page 142, under Auditor's File No. 200611220036, records of Kittitas County, Washington; being a portion of Lots 2 and 3, of MELLERGAARD SHORT PLAT, Kittitas County Short Plat No. 02-41, as recorded September 17, 2003, in Book G of Short Plats, pages 94 and 95, under Auditor's File No. 200309170015, records of Kittitas County, State of Washington, being a portion of the East Half of Section 32, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

TRACT 2:

Parcel B of that certain Survey as recorded November 22, 2006, in Book 33 of Surveys, page 142, under Auditor's File No. 200611220036, records of Kittitas County, Washington; being a portion of Lot 2 and Lot 3, MELLERGAARD SHORT PLAT, Kittitas County Short Plat No. 02-41, as recorded September 9, 2003, in Book G of Short Plats, pages 94 and 95, under Auditor's File No. 200309170015, records of Kittitas County, State of Washington; being a portion of the East Half of Section 32, Township 18 North, Range 19 East, in the County of Kittitas, State of Washington.

TRACT 3:

Parcel C of that certain Survey as recorded November 22, 2006, in Book 33 of Surveys, page 142, under Auditor's File No. 200611220036, records of Kittitas County, Washington; being a portion of Lot 1 and Lot 3, MELLERGAARD SHORT PLAT, Kittitas County Short Plat No. 02-41, as recorded September 9, 2003, in Book G of Short Plats, pages 94 and 95, under Auditor's File No. 200309170015, records of Kittitas County, State of Washington; being a portion of the East Half of Section 32, Township 18 North, Range 19 East, in the County of Kittitas, State of Washington.

TRACT 4:

Parcel D of that certain Survey as recorded November 22, 2006, in Book 33 of Surveys, page 142, under Auditor's File No. 200611220036, records of Kittitas County, Washington; being a portion of Lot 3, of MELLERGAARD SHORT PLAT, Kittitas County Short Plat No. 02-41, as recorded September 17, 2003, in Book G of Short Plats, pages 94 and 95, under Auditor's File No. 200309170015, records of Kittitas County, State of Washington; being a portion of the East Half of Section 32, Township 18 North, Range 19 East, in the County of Kittitas, State of Washington.

(SCHEDULE A CONTINUED)

File No. 0116311

Guarantee Number: WA2011-46-0116311-2012.72030-86475154

Legal Description continued:

TRACT 5:

Parcel J1 on that certain Survey as recorded January 31, 2001, in Book 25 of Surveys, pages 228 and 229, under Auditor's File No. 200101310003, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 32, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

- TRACT 1: MELLERGAARD FAMILY LLC, A WASHINGTON LIMITED LIABILITY COMPANY
- TRACT 2: DAKOTA VIEW, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
- TRACT 3: GAME FARM VIEW, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
- TRACT 4: FAIRVIEW CREST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
- TRACT 5: LAURIN C. MELLERGAARD, AS HIS SEPARATE PROPERTY, AS TO AN UNDIVIDED ONE-HALF INTEREST AND THE HEIRS AND DEVISEES OF MARJORIE J. MELLERGAARD, DECEASED, AS TO AN UNDIVIDED ONE HALF INTEREST

END OF SCHEDULE A

(SCHEDULE B)

File No. 0116311

Guarantee Number: WA2011-46-0116311-2012.72030-86475154

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

EXCEPTIONS:

1. General taxes and assessments for the second half of the year 2012, which become delinquent after October 31, 2012, if not paid:

<u>2nd 1/2 owing</u>	<u>(1st 1/2 paid)</u>	<u>(Full year)</u>	<u>Tax Parcel No.</u>	<u>Affects</u>
\$ 296.66	(\$ 296.67)	(\$ 593.33)	18-19-32010-0009 (15782)	Tract 1
\$ 764.17	(\$ 764.17)	(\$ 1,528.34)	18-19-32058-0002 (18731)	Tract 2
\$ 843.15	(\$ 843.15)	(\$ 1,686.30)	18-19-32058-0001 (15783)	Tract 3
\$ 442.57	(\$ 442.58)	(\$ 885.15)	18-19-32058-0003 (18732)	Tract 4
\$ 289.16	(\$ 289.17)	(\$ 578.33)	18-19-32010-0008 (15781)	Tract 5

Note: Tax payments can be mailed to the following address:

Kittitas County Treasurer
205 West 5th Avenue, Room 102
Ellensburg, WA 98926
Phone (509) 962-7535

2. 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.

3. Amendatory Contract, governing reclamation and irrigation matters:
Parties : The United States of America and the Kittitas Reclamation District
Dated : January 20, 1949
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
Auditor's File No. : 208267
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
4. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General
5. Waiver of damages from Laurin C. Mellergaard and Marjorie J. Mellergaard, husband and wife, contained in deed dated June 17, 1997, recorded August 15, 1997, under Auditor's File No. 199708150036, as follows:

"The Grantees herein and their heirs, successors and/or assigns, do hereby waive any and all future wildlife damage claims against Grantor, and do accept the risk of such damage or loss to persons or property caused by wildlife."

(SCHEDULE B) (CONTINUED)

File No. 0116311

Guarantee Number: WA2011-46-0116311-2012.72030-86475154

6. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on June 1, 1998, under Kittitas County Auditor's File No. 199806010019.
In favor of : Puget Sound Energy, Inc., a Washington corporation
For : One or more electric distribution systems, together with all necessary or convenient appurtenances
Affects : A portion of the West Half of the Southeast Quarter of said Section 32 and other land
7. Matters disclosed and/or delineated on that certain survey recorded January 31, 2001, in Book 25 of Surveys, pages 228 and 229, under Auditor's File No. 200101310003, as follows:
 - a) Location of fence lines in relation to perimeter boundary lines.
 - b) Notes contained thereon.
8. Matters disclosed on the Survey recorded September 9, 2003, Book G, Page 94, under Auditor's File No. 200309170015, as follows:
 - a) 55' radius easement "Q"
 - b) Note 9 which states: " A Public Utility Easement 10 feet width is reserved along all lot lines. The 10 foot easement shall abut the exterior plat boundary and shall be divided 5 feet on each side of interior lot lines. Said easement shall also be used for irrigation."
 - c) Notes continued thereon
9. Matters disclosed on the Survey recorded November 22, 2006, Book 33, Page 142, under Auditor's File No. 200611220036, as follows:
 - a) 60' ingress, egress and utility easement "Q"
10. The effect, if any, of Quit Claim Deed executed by Laurin C. Mellergaard and Marjorie J. Mellergaard, husband and wife, Grantors, to Mellergaard Family LLC, a Washington limited liability company, Grantees, dated December 26, 2007, recorded December 27, 2007, under Auditor's File No. 200712270040, as to the property described in Tracts 2, 3 and 4, Schedule "A" herein, which Mellergaards had previously conveyed to other entities prior to the recording of this deed..
11. Marjorie J. Mellergaard died January 5, 2012 leaving a non-intervention Will admitted to probate January 13, 2012 under Kittitas County Probate Case No. 12-4-00004-2. Laurin C. Mellergaard is authorized as Personal Representative to administer the estate without intervention of court and to mortgage, sell and convey or contract to convey decedent's interest in said premises.
(Attorney for Estate: Jeff Slothower)
12. Question of legal access to Tracts 2, 3 and 4 which with Tract 1 were previously held in the common ownership of Laurin C. Mellergaard and Marjorie J. Mellergaard, husband and wife. When Mellergaards conveyed Tracts 2, 3 and 4 to Dakota View LLC, Game Farm View LLC and Fairview Crest, LLC, respectively, the common ownership was severed. We find no conveyance of an appurtenant easement for ingress and egress to these individual properties.

END OF EXCEPTIONS

(SCHEDULE B) (CONTINUED)

File No. 0116311

Guarantee Number: WA2011-46-0116311-2012.72030-86475154

Notes:

1. Any map or sketch enclosed as an attachment herewith is furnished for information 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.

- 2.. We note according to the Washington Secretary of State the limited liability companies shown as the vested owners appear to be held by various members of the Mellergaard family as follows:
 - a) Mellergaard Family LLC – Laurin Mellergaard
 - b) Dakota View, LLC – Michael Mellergaard
 - c) Game Farm View, LLC – Brent Mellergaard, Laurin Mellergaard and Estate of Marjorie Mellergaard
 - d) Fairview Crest, LLC – Laurin Mellergaard and Estate of Marjorie Mellergaard

Copies of the Operating Agreements for each limited liability company will be required showing authority of the Member(s) to execute the proposed plat or short plat prior to any future request for a policy of title insurance from this Company

NOTE: 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).

END OF GUARANTEE

MW/lmw



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial-service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share our name, address and facts about your transactions with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

REVISED LOT 4

Point # 1						10000.000	10000.000
	N	89	12	52	E	241.070	
<hr/>							
Point # 2						10003.305	10241.047
	S	0	43	4	E	225.880	
<hr/>							
Point # 3						9777.443	10243.877
	S	89	12	52	W	241.070	
<hr/>							
Point # 4						9774.138	10002.830
	N	0	43	4	W	225.880	
<hr/>							
Point # 5						10000.000	10000.000

AREA = 54,452.85 sf (1.2501 acres)

LENGTH = 933.90

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = S 63 34 52 E 0.000

8/22/2008

REVISED LOT 5

Point # 1		10000.000	10000.000
N	89 12 52 E	241.070	
Point # 2		10003.305	10241.047
S	0 43 4 E	225.880	
Point # 3		9777.443	10243.877
S	89 12 52 W	241.070	
Point # 4		9774.138	10002.830
N	0 43 4 W	225.880	
Point # 5		10000.000	10000.000

AREA = 54,452.85 sf (1.2501 acres)
 LENGTH = 933.90
 NORTHING ERROR = +0.000 EASTING ERROR = +0.000
 LINEAR ERROR = S 63 34 52 E 0.000

REVISED LOT 6

Point # 1						10000.000	10000.000
	N	89	12	52	E	241.070	
<hr/>							
Point # 2						10003.305	10241.047
	S	0	43	4	E	227.380	
<hr/>							
Point # 3						9775.943	10243.896
	S	89	11	19	W	241.070	
<hr/>							
Point # 4						9772.529	10002.850
	N	0	43	4	W	227.490	
<hr/>							
Point # 5						10000.001	10000.000

AREA = 54,827.52 sf (1.2587 acres)

LENGTH = 937.01

NORTHING ERROR = +0.001

EASTING ERROR = +0.000

LINEAR ERROR = N 5 57 40 E 0.001

8/22/2008

REVISED LOT 28

Point # 1						10000.000	10000.000
	N	89	11	19	E	1270.970	
Point # 2						10017.998	11270.843
	S	1	3	11	E	141.290	
Point # 3						9876.732	11273.439
	S	46	3	11	E	84.850	
Point # 4						9817.847	11334.530
	S	1	3	11	E	1212.320	
Point # 5						8605.732	11356.810
	S	1	11	25	E	62.350	
Point # 6						8543.395	11358.105
	S	89	11	19	W	1339.750	
Point # 7						8524.423	10018.490
	N	0	43	4	W	1475.690	
Point # 8						9999.997	10000.003

AREA = 1,960,200.37 sf (45.0000 acres)

LENGTH = 5587.22

NORTHING ERROR = -0.003

EASTING ERROR = +0.003

LINEAR ERROR = S 47 56 40 E 0.004

8/22/2008