

KITTITAS COUNTY COMMISSIONERS

2:00pm Public Hearing

Regular Meeting

Tuesday February 17, 2026 - 2:00 PM

Commissioners' Auditorium

205 West 5th Room 109 - Ellensburg

1. Public Hearing continued from February 3, 2026, to consider a 15-year extension to the existing Development Agreement for Suncadia DV-25-00001. The record is open.

Do NOT include
unrecord - Rec. after
deadline.

Mandy Buchholz

From: bchattin427@icloud.com
Sent: Wednesday, February 18, 2026 12:01 AM
To: Kittitas County Commissioners Office
Cc: bccc@co.kittitas.wa.us
Subject: Written comments from 2/17 testimony given
Attachments: 2026 Suncadia Feb. 17 DA Written testimony.pdf

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Thank you for the ability to submit the written copy of my live testimony from today's Suncadia DA extension hearing.

Bruce Chattin
bchattin427@icloud.com
206 571 3395

Members of the County Planning Commission;
(Written comments from Feb. 17 testimony)

I am Bruce Chattin, 281 Rocking Chair Rd., Suncadia. I am a full time resident and a Homeowner's Representative to the SROA Board of Directors.

I appreciate the efforts of the County and Suncadia to extend the timeline to review the Developer Agreement and identify areas of success, overall progress and conditions being met.

The proposed extension of the current agreement recognizes the challenges the downturn in economic, construction and real estate markets have created making the 2030 completion date difficult to achieve.

Our current developer; New Suncadia has been in place for 4 years and inherited the 2000 and restated 2008 current development agreements from two previous developers. It is likely the previous developers have left some agreement requirements in non-compliance. As Suncadia continues to build out the resort, they have identified them and brought these conditions into compliance as they complete new neighborhoods, infrastructure and amenities. The failure to meet some prior Developer agreement elements would be evident not completing forest management acre treatments.

With a collaborative review effort going forward with the County, the extension allows Suncadia to extend the date to build out the resort under the current terms and conditions. I appreciate efforts of the County and Developer to review the overall progress and conditions being met.

Thank you for this opportunity to comment on the proposed Development Agreement extension. I support the extension request as per the Second Amendment to the Amended and Restated Development Agreement and would urge the Commission to pass as presented.

My comments are submitted as written comments as well.

Respectfully,



Bruce Chattin
281 Rocking Chair Rd.
Cle Elum WA 98922-3150
206 571-3395 // bchattin427@icloud.com

Beck comments on Suncadia request for Development Agreement Extension Feb 2026

Good afternoon Commissioners. My name is Douglas Beck, a Suncadia homeowner and owner-elected representative to the SROA. The comments I present here are my own opinion. Thank you for the opportunity to comment.

My remarks focus on how neglect by the developers and failure of enforcement by the county of two requirements of the development agreement have put owners and their properties at risk and how future agreements must be monitored and reviewed by the county for compliance.

First, forest health. Suncadia's 2008 Land Stewardship Plan that is part of the development agreement in section A-5, and requires lands be managed for habitat connections and to minimize the risk of fire. Foresters indicate that to maintain a healthy forest localized treatment should occur on at least a 10 year cycle, for example with approximately 3,200 acres of open space at least 320 acres should be treated each year. As of October 2025, 18 years into the land stewardship history the developer reports only **987 of 3,248 acres**—about **30%**—have been treated. That means **70% of open space remains untreated**. I request that the commission support owners with oversight by the appropriate members of the KFACC through yearly compliance reports on work done and provide input as to high risk areas that need attention for the next phases of forest health maintenance. I would suggest that the DNR, Fire Marshal and Fire Chiefs would be primary in this effort. Chief Lowe from FD7 gave a good example of expected input in his comments to this case. An owner's committee should be appointed to receive the yearly reports and understand what the next part of the plan is and priority rationale.

Construction standards - The developer has not embraced enforced building codes commiserate with the risk inherent in the development in a WUI. The County planning department produced a WUI scoring assessment (attached) in May 2023 that results in conflict with the DNR risk assessment and county's CWPP designation. This allowed the developer to continue with non-compliance to the county's WUI requirements for design rule requirements, aka construction standards.

Chief Lowe of FD7 points out several areas that confirm the points I make here. Among those are his points #2 - Roadside Fuel Reduction and Evacuation Safety and #4 - Construction Standards for Future Development. I would like to point out that the need for construction standard updates are well past due based on the BOCC actions designating the whole of Kittitas County as a WUI.

Received
Feb. 17, 2026

The community started facing increasing problems with obtaining homeowner's insurance in the early 2020s. As recently as fall of 2024 as I undertook fire wising of my property I was threatened with fines if I removed two trees well inside the WUI 10' distance from my house, though one had overhanging branches within 3' of my eaves and the other 5'. This despite my efforts to educate the DRC team to the laws in regard to WUI and HOA laws regarding owner fire wising. In reviewing this case and the appendices of the Development Agreement I actually found requirements for home to tree distances in Exhibit J - Design Guidelines and C-25(d). This is a clear indication of non-compliance with the development agreement.

I provide this information because the owners should be protected by the county in regard to mitigating the wildfire risks we face.

Importantly, the County designated the **entire county as a Wildland-Urban Interface in 2018**, and the **Washington Department of Natural Resources classifies the Suncadia area as high wildfire risk**. These official assessments make it clear that wildfire mitigation is not optional—it is essential.

In closing, I respectfully request that the County:

1. Update the actual development agreement with specifics required for a forest management plan that provides the when and how implementation of the Land Stewardship Plan, which is more of a what document.
2. Conduct yearly independent compliance reviews by appropriate members of KFACC to assure the forest management plan is on track for risk mitigation in the open spaces and in neighborhoods while reevaluating wildfire hazard using current conditions.
3. Update DRC rules to be fully compliant with County WUI laws and include these in a revised development agreement. I know the declarant is working on new DRCs, the comment by Chief Lowe is an indication that they haven't been finalized.
4. Condition any extension on enforceable timelines and updated design standards.

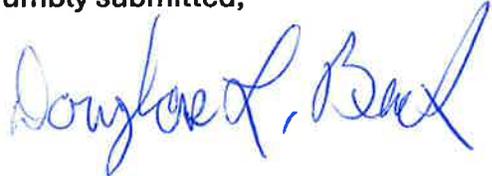
Additionally, I want to highlight the financial and community impacts of these issues:

- Homeowners face increasing difficulty obtaining insurance and potential property value declines due to wildfire risk.
- Transparency and community trust depend on clear, enforceable rules and regular reporting.

- The County could face liability risks if mitigation and enforcement are not adequately addressed.

Thank you for your time.

Humbly submitted,

A handwritten signature in blue ink that reads "Douglas Beck". The signature is written in a cursive style with a large, stylized initial 'D'.

Douglas Beck

801 Snowberry Loop

Cle Elum, WA 98922



Kittitas County Community Development Services

411 North Ruby Street Suite #2 | Ellensburg, WA 98926
Phone: (509) 962-7506 | Fax: (509) 962-7682

Fire Hazard Severity Score: 36

Map #: _____
Owner: _____
Determination date: 5/12/2023
Expires: _____

Permit #: Suncadia/ Tumble Creek
Site address: _____
Scored by: Jeremy Larson, Kittitas CO Building Official

A. Subdivision Design Points

1. Ingress/Egress
 - Two or more primary roads 1
 - One road 3 ✓
 - One-way road in, one-way road out 5
2. Width of Primary Road
 - 20 feet (6096 mm) or more 1 ✓
 - Less than 20 feet (6096 mm) 3
3. Accessibility
 - Road grade 5% or less 1 ✓
 - Road grade more than 5% 3
4. Secondary Road Terminus
 - Loop roads, cul-de-sacs with an outside turning radius of 45 feet (13 716 mm) or greater 1 ✓
 - Dead-end roads 200 feet (60 960 mm) or less in length 3
 - Dead-end roads greater than 200 feet (60 960 mm) in length 5
5. Street Signs
 - Present 1 ✓
 - Not present 3

B. Vegetation (IWUIC Definitions)

1. Fuel Types
 - Light 1
 - Medium 5 ✓
 - Heavy 10
2. Defensible Space
 - 70% or more of site 1
 - 30% or more, but less than 70% of site 10 ✓
 - Less than 30% of site 20

C. Topography

- 8% or less 1 ✓
- More than 8%, but less than 20% 4
- 20% or more, but less than 30% 7
- 30% or more 10

D. Roofing Material

- Class A Fire Rated 1 ✓
- Class B Fire Rated 5
- Class C Fire Rated 10
- Nonrated 20

E. Fire Protection - Water Source

- 500 GPM (1892.5 L/min) hydrant within 1,000 feet (304.8 m) 1 ✓
- Hydrant farther than 1,000 feet (304.8 m) or draft site 2
- Water source 20 min. or less, round trip 5
- Water source farther than 20 min., and 45 min. or less, round trip 7
- Water source farther than 45 min., round trip 10

F. Existing Building Construction Materials

- Noncombustible siding/deck 1
- Noncombustible siding/combustible deck 5
- Combustible siding and deck 10 ✓

G. Utilities (gas and/or electric)

- All underground utilities 1 ✓
- One underground, one above ground 5
- All above ground 10

Total:

- Low Hazard 0 - 39 ✓
- Moderate Hazard 40 - 59
- High Hazard 60 - 74
- Extreme Hazard 75+

Low Hazard

No IR Requirements Needed



Suncadia Tumble Creek Last Treatment Year and Open Space Categories

Legend

 Resort Border

Last Treatment Year

 2014 - 2019 (510 acres, 23 stands)

 2020 - 2023 (71 acres, 7 stands)

 2024 (146 acres, 7 stands)

 2025 (260 acres, 17 stands)

 2025 - 20 acres throughout Stand 3-15-22

Total = 987 acres, 54 stands treated

Open Space Categories

 Managed OS (67 stands, 1,275 acres)

 Natural OS (29 stands, 546 acres)

 Interior OS (31 stands, 159 acres)

 Perimeter OS (12 stands, 184 acres)

 Cle Elum River Corridor (34 stands, 653 acres)

 Wetland (24 stands, 283 acres)

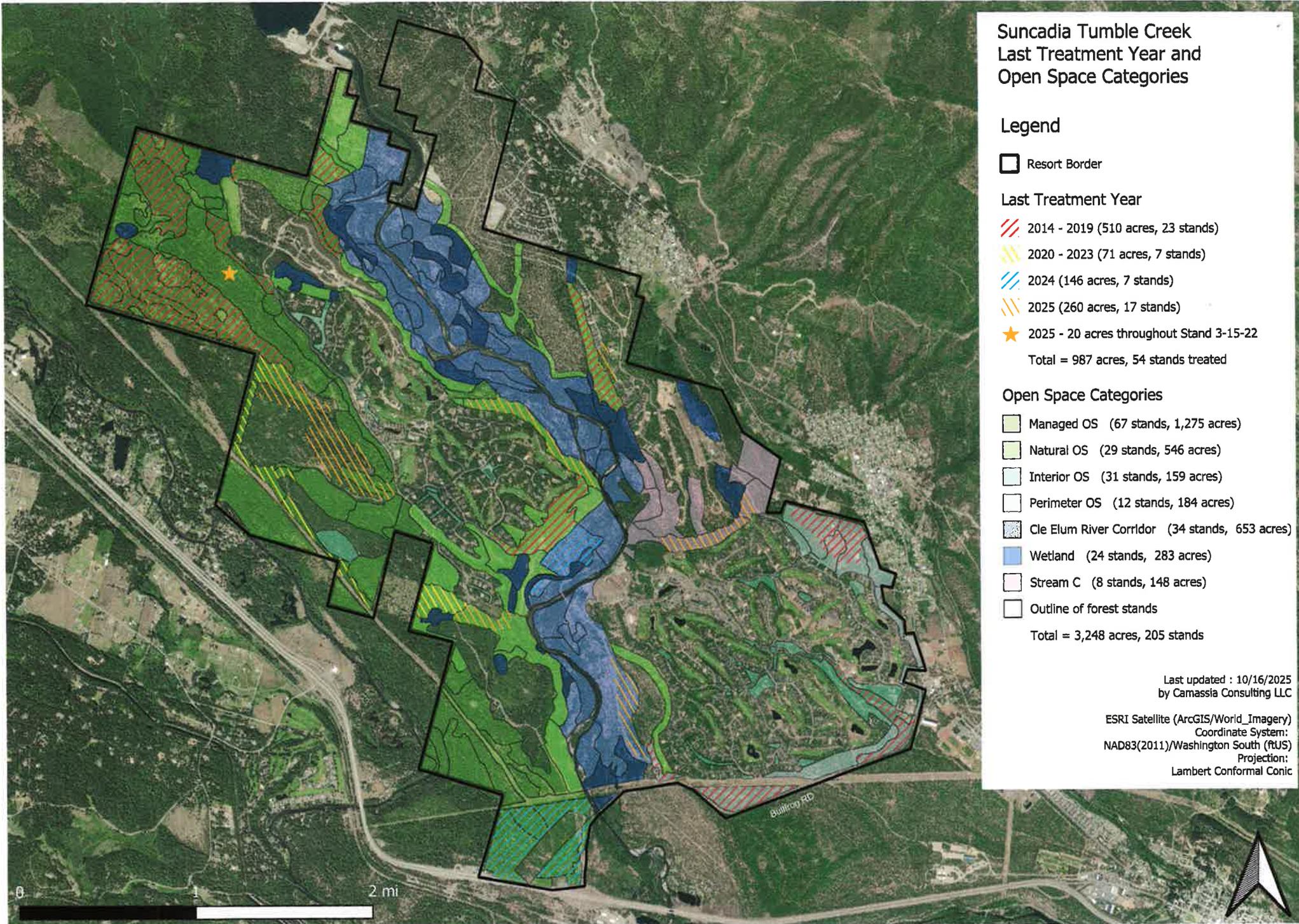
 Stream C (8 stands, 148 acres)

 Outline of forest stands

Total = 3,248 acres, 205 stands

Last updated : 10/16/2025
by Camassia Consulting LLC

ESRI Satellite (ArcGIS/World_Imagery)
Coordinate System:
NAD83(2011)/Washington South (ftUS)
Projection:
Lambert Conformal Conic



Jamey Ayling

From: Ira Astrachan <iastrachan@me.com>
Sent: Monday, February 16, 2026 2:25 PM
To: Jamey Ayling; Chad Bala
Subject: Staff Recommendation Suncadia DA

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

I read with sadness your staff report. No accountability, no oversight, no reprimands, no consequences for the developer continually ignoring requirements of the DA. Lacking any of the foregoing, they have zero incentive to change their behavior.

You may want to review the following items items in your draft staff report:

- The term "Performance review" lacks a definition and the language is vague - specifics matter, especially with this developer;
- Sewage Disposal" (under "Site Information") is listed as "Sewage treatment City of Roslyn" - you may want to confirm that given the water company contracts with the City of Cle Elum for sewage disposal and has done for a very long time;
- There is only one "L" in the phrase "Fire Marshal", not two;
- What exactly is a "new gate" - it would be helpful to establish which "gates" already exist;
- What are "both directions" in reference to emergency egress - again, specifics matter.

Regards,
Ira Astrachan

Jamey Ayling

From: Ira Astrachan <iastrachan@me.com>
Sent: Thursday, February 12, 2026 2:46 PM
To: Jamey Ayling
Cc: Chad Bala
Subject: Suncadia Dev. comment - follow up

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Jamey,

I understand my prior correspondence with you and Chad was shared with the developer. Given that their responses directly address the concerns I raised, I would like to provide additional clarification for the record.

To keep it simple, I'll reference Tucker's "Item Numbers" per his spreadsheet of comments.

#57, #58: I'm glad Tucker addressed the water issue. Reliable water supply is foundational to any development of this scale, so I appreciate that this issue is receiving attention.

#59: The developer has had over four years to read, analyze, investigate, and otherwise understand the DA. This issue was brought to their attention well over a year ago and they merely responded with "we received a waiver from the Fire Marshal". This is not in accordance with the DA. The statement that "the applicant will ensure compliance during future plats and developments" lacks any description of a mechanism for enforcement. Without a defined methodology, this assurance is not meaningful. Photographs taken last weekend show twenty vehicles staged within an active development area without the required safety equipment.

#60: Developer attempts to comply by saying their contracts with haulers requires covered loads, and they "work to enforce" this rule. They then place the enforcement responsibility on homeowners by establishing a complaint hotline/email to identify the haulers that have uncovered loads. Compliance with Conditions of Approval is the developer's responsibility. Delegating detection to homeowners through a complaint hotline is not an enforcement strategy.

#61: Developer claims the "Firehouse Road" exit is not "an official entrance" to Suncadia, however it is routinely open during the snow season and is used by contractors (via transponder). The Conceptual Master Plan identifies this as a "Secondary Resort Access Point," and I can provide the relevant diagram upon request. Suncadia needs more than one access point on Bullfrog and one five miles away at 903 / Swiftwater Drive.

#63: The last three Traffic Monitoring Reports are incomplete. Specifically, section (h) of Conditions of Approval item C-17 is missing from the reports. The developer is responsible for ensuring that required reports are complete and compliant. Submitting incomplete monitoring reports should not be treated as administrative oversight. Reliable monitoring is essential for the County to verify compliance with the Development Agreement.

#64: Developer claims reports are filed, but no public record of them can be found.

#66: While it is true Waste Management is now collecting cardboard and paper (no glass at all) this fact does not relieve the developer from the requirement to establish recycling facilities. If the developer does not want to comply



FINDA YOUR RE

Suncadia's Enduring Commitment to Kittitas County



Suncadia's Commitment to Kittitas County

- **Long-term Regional Partnership**

- Suncadia has partnered with Kittitas County for over twenty years, fostering sustained regional development and well-being.

- **Community Benefits and Initiatives**

- Suncadia's initiatives support conservation, housing, philanthropy, and public amenities to enhance local quality of life.

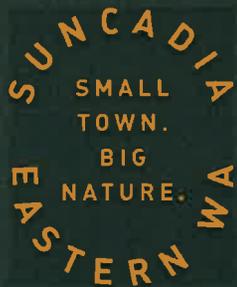
- **Respect for Land and People**

- Development efforts prioritize respect for local land and residents, aligning growth with regional vitality and sustainability.

- **Responsible Community Partnership**

- Suncadia acts as a responsible, engaged partner, leveraging its values to benefit Kittitas County's future.

Environmental Stewardship



Stewardship Through the Kittitas Conservation Trust

- **Land Conservation Legacy:** In the late 1990s, over 6,000 acres near the Cle Elum River were sold by Plum Creek Timber to Trendwest Investments (now Suncadia), leading to a landmark agreement with the Washington Department of Fish & Wildlife and the Yakama Nation to preserve over 3,000 acres of critical salmon, elk, and wildlife habitat within the resort.
- **Kittitas Conservation Trust Partnership:** Formed through this agreement, KCT now stewards more than 4,000 acres in Kittitas County, completed 12 river restoration projects, while managing conserved lands and open spaces in collaboration with Suncadia.



Stewardship Through the Kittitas Conservation Trust

- **Land Preservation Commitment**

- Suncadia preserved over 1,200 acres of forest and riparian habitat within the Cle Elum River corridor to demonstrate environmental stewardship.
- KCT manages an additional 2,200 acres of conserved natural and managed open spaces within the resort.

- **Conservation Initiatives**

- Partnership supports stream restoration, trail development, wildlife habitat protection, and community education programs.

- **Sustained Community Support**

- Annual contributions by Suncadia of **\$129,900** ensure ongoing growth and impact of conservation activities benefiting ecosystem and recreation.

- **Broader Mission Impact**

- Efforts reflect commitment to protecting natural resources and fostering community engagement and education.

Community Investment



The Suncadia Fund for Community Enhancement

- **Sustainable Funding Model**
 - SFCE is funded by a perpetual transfer fee on resale real estate transactions, ensuring ongoing community investment.
- **Diverse Community Projects**
 - The fund supports park improvements, public art, trail connectivity, and community programming across Suncadia and the region.
- **Growth-Linked Expansion**
 - As the community grows, SFCE funding increases, enabling greater support for local initiatives and improvements.
- **Enhancing Quality of Life**
 - SFCE embodies Suncadia’s commitment to sustainable community development and improving residents’ living standards.





KITTITAS COUNTY FIRE PROTECTION DISTRICT 7

31 Firehouse Road, Cle Elum, WA 98922

Phone 509.649.2789

www.kcfd7.org

"Our mission is to provide the highest quality fire, rescue, and emergency services to our community in a caring and professional manner"

Subject: Comments Regarding Suncadia's Request for Extension of the Development Agreement

To Kittitas County Community Development Services,

Kittitas County Fire District 7 appreciates the opportunity to provide comments regarding Suncadia's request for an extension of their Development Agreement. As the fire protection authority for most of the community, we have a responsibility to ensure that future development and ongoing operations within Suncadia do not increase life-safety risks for residents, visitors, or emergency responders. With the growing threat of fast-moving wildfires in our region, it is essential that the Development Agreement reflect current fire-protection realities and best practices.

1. Emergency Access and Automatic Gate Operation

During a rapidly advancing wildfire, delays of even a few minutes can have life-threatening consequences. The current reliance on personnel to manually open gates at Suncadia's various access points introduces unnecessary delay during critical moments. We strongly recommend that Suncadia commit to installing automatic, emergency-responsive gate systems at all entrances. These systems should allow immediate access for emergency vehicles and those evacuating without requiring staff intervention.

2. Roadside Fuel Reduction and Evacuation Safety

Suncadia contains several internal choke points and narrow corridors that could become hazardous during a fast-moving fire. Without significant fuel reduction along primary and secondary roadways, there is a real risk of entrapment for both residents and responders. To improve survivability and evacuation flow, we request that Suncadia implement a comprehensive roadside fuel-mitigation program. This should include measurable, ongoing treatments that reduce vegetation density and ladder fuels along all major travel routes.

3. Hydrant Placement and Fire Flow Coordination

Per the International Fire Code, the Fire Chief must be consulted on the placement of all fire hydrants. This coordination is essential to ensure adequate fire flow, access, and spacing as the community continues to build out. Additionally, transitioning hydrants to Storz connections would significantly reduce setup time during structure-fire response and would contribute positively to the community's WSRB rating.

4. Construction Standards for Future Development

Given the wildfire exposure of the area, all new construction within the remaining buildout should meet the Insurance Institute for Business & Home Safety (IBHS) standards for a Wildfire Prepared Home. Ignition-resistant construction, ember-resistant design, and defensible-space considerations are critical to reducing structure ignition potential during inevitable wildfire events. These standards represent a proven, science-based approach to improving community resilience.

5. Pre-Fire Planning and Emergency Drills at the Lodge

The Lodge at Suncadia represents one of the highest potential life-safety risks in the event of a wildfire due to its occupancy levels, visitor turnover, and surrounding fuels. To ensure preparedness, we request that Suncadia work directly with Kittitas County Fire District 7 to develop comprehensive pre-fire plans for the Lodge and surrounding facilities. Regularly scheduled emergency drills, specifically focused on wildfire scenarios, should be conducted to ensure staff readiness, identify operational challenges, and improve evacuation procedures. Proactive planning and practice are essential to reducing the risk of mass-casualty outcomes during a fast-moving fire.

6. Water Supply Capacity and Long-Term Planning

As Suncadia continues to grow, it is essential that the community's water system can support residential demand, commercial use, and the fire-suppression needs associated with a large, high-risk wildland-urban interface community. We request that Suncadia provide a clear plan demonstrating that current and future water infrastructure including storage, pumping capacity, and distribution, can sustain simultaneous domestic use and emergency fire flow during peak-demand conditions. Ensuring adequate and reliable water supply is fundamental to protecting life and property as the development expands.

Kittitas County Fire District 7 supports responsible development that prioritizes public safety. We ask that these fire-protection measures be incorporated as conditions of any extension to the Development Agreement. We welcome continued collaboration with Suncadia and Kittitas County to ensure that the community is prepared for the wildfire challenges ahead.

Respectfully,

Aaron Lowe

Aaron Lowe, Fire Chief
Kittitas County Fire District #7
alowe@kcf7.com
(509) 899-0226



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"

STAFF REPORT

Proposed Development Agreement Extension for Suncadia MPR

TO: Kittitas County Board of County Commissioners
FROM: Jamey Ayling, Planning Manager
DATE: February 17, 2026, Open Record Public Hearing

I. GENERAL INFORMATION

Description and History: Suncadia, obtained preliminary approval for the Master Planned Resort through Ordinance 2000-16 on October 10, 2000. The request is for an amendment to the existing Amended and Restated Development Agreement between Kittitas County and Suncadia LLC, dated December 2, 2008, adopted under resolution No. 2009-37 and subsequently amended by Resolution numbers 2009-78, 2012-032, 2012-101, and 2021-100. The proposal included a MPR rezone which envisioned a long-term, phased development that includes up to 4,650 accommodation units, a resort core, recreation facilities, commercial uses, and substantial open space conservation areas. The Existing DA includes provisions for a 30 year expiration period which ends on October 10, 2030, upon approval, the amended Development Agreement would expire on October 9, 2045.

Location: Suncadia is located in an unincorporated area of Kittitas County and is accessed off of Highway 903 and bullfrog Road. The subject property is approximately a total of 6,320 acres and is located west of US HWY 903, and north of Bullfrog Road east of Interstate 90.

II. SITE INFORMATION

Total Property Size: 6,320 acres
Number of Lots: approximately 1,700 of the 4,650 Accommodation units that have been approved through Master Planned Resort; no new lots are being proposed through the Development Agreement
Domestic Water: Group "A" System
Sewage Disposal: Sewage treatment City of Roslyn
Power/Electricity: Puget Sound Energy
Fire Protection: Kittitas County Fire District #7
Irrigation District: N/A

Site Characteristics:

North: Lake Cle Elum and forest cover.
South: Bullfrog Road and Interstate 90.
East: Ronald and Roslyn, forest cover
West: Yakima River and Interstate 90

Access: The site is accessed off of Hwy 903 and Bullfrog Road.

III. ADMINISTRATIVE REVIEW

Application Submittal: A Development Agreement application was submitted to Kittitas County Community Development Services Department on September 29, 2025.

Deem Complete: After additional information was provided, this application was deemed complete on December 16, 2025.

Notice of Application: The Notice of Application for the Development Agreement was issued on December 18, 2025. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties. The last day to submit written comments was on January 26, 2026. Numerous public comments were received.

Public Hearing: A public hearing for Board of County Commissioners consideration of the Suncadia Development Agreement was scheduled for February 3, 2026 at 2:00 pm in the Commissioners Auditorium, and continued to February 17, 2026.

IV. ENVIRONMENTAL REVIEW

Pursuant to WAC 197-11-800 the development agreement is utilizing the previously adopted SEPA FEIS dated April 10, 2000 as part of the original Suncadia Rezone to Master Planned Resort.

VI. AGENCY AND PUBLIC COMMENTS

Applicable agencies, adjacent property owners, and interested parties have been given the opportunity to review this proposal. All comments have been included as exhibits in the indexed project file.

Public Comments: forty-nine (49) comments from the public were received regarding this proposal and have been included as exhibits in the indexed project file.

VII. DEVELOPMENT AGREEMENT REVIEW

Staff has completed a thorough review of this draft DA and went through several rounds of review prior to issuing this staff report and the following recommendation. Staff first requested additional information from the applicant on June 10. This first round of review requested clarifications on what is being requested and ultimately the only change to the original approval outlined in Ordinance 2000-16 is to request a 15 year extension to the expiration date. Comments were submitted to the applicant and a response by the applicant was provided on February 6, 2026. Staff has reviewed the applicants response matrix along with an extensive compliance matrix and concurs that the current compliance status is accurate.

VIII. RECOMMENDATION

As discussed in the Findings of Fact below and explained above, staff finds that the application is consistent with the Kittitas County Comprehensive Plan, Development Regulations, and Ordinance No. 2000-16. Staff recommends approval of the proposed Development Agreement extension, subject to the following findings of fact and conclusions:

Staff Findings of Fact

1. A Development Agreement application was submitted to Kittitas County Community Development Services department on September 29, 2025. After additional information was provided, this application

was deemed complete on December 16, 2025.

2. The Notice of Application for the Development Agreement was issued on December 18, 2025. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties. The last day to submit written comments was on January 26, 2026. Multiple public comments were received.
3. The existing Development Agreement includes provisions for a thirty year timeline to complete the MPR from the date of DA approval.
4. The approved Suncadia Master Planned Resort project is located in an unincorporated area of Kittitas County and is accessed off of Hwy 903 and Bullfrog Road in portions of Sections 11,13,14,15,18,19,20,21,23,24,25,28,29,30, & 31 all within T 20N., R 14E., W.M. in Kittitas County.
5. The subject property is zoned "Master Planned Resort".
6. Correspondence following the Notice of Application was received during the 30-day comment period for the development agreement application. 43 comments were received.
7. Pursuant to WAC 197-11-600(4)(a) the County has adopted the SEPA FEIS issued on April 10, 2000 as part of the original Suncadia Master Planned Resort.

Staff Conclusions:

1. The proposed development agreement is consistent with the county's comprehensive plan, all applicable county development regulations, and Ordinance No. 2000-16.

Based upon these conclusions and findings of fact, staff makes recommendation to approve the development agreement extension with the following Conditions

Conditions:

1. Performance reviews with Kittitas County Community Development Services verifying compliance with conditions A-1 through G-1 of Exhibit F-1 of original Development Agreement shall be completed annually from the date of approval of the extension agreement.
2. Extension of Development Agreement shall expire October 9, 2045.
3. Any new gates installed shall require permitting from the County Fire Marshall's office.
4. Emergency Egress shall be available both directions in and out of the MPR per the clarification memo and pursuant to Exhibit J.

Attachments: Proposed Suncadia Development Agreement
DV-25-00001 Suncadia Development Agreement Master File

DV-25-00001



KITITITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

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

"Building Partnerships – Building Communities"

DEVELOPMENT AGREEMENT

(A legislative action allowing different or additional development regulation per KCC 15A.11)

A preapplication conference is encouraged for this permit. The more information the County has early in the development process, the easier it is to identify and work through issues and conduct an efficient review. To schedule a preapplication conference, complete and submit a Preapplication Conference Scheduling Form to CDS. Notes or summaries from preapplication conference should be included with this application.

Please type or print clearly in ink. Attach additional sheets as necessary. Pursuant to KCC 15A.03.040, a complete application is determined within 28 days of receipt of the application submittal packet and fee. The following items must be attached to the application packet.

WHEN IS A DEVELOPMENT AGREEMENT USED?

A development agreement is a typically used for large, complex, or phased projects, or projects which were not contemplated by existing development regulations or application procedures. A development agreement may include provisions which are different or in addition to other county development regulations, as long as impacts are mitigation. Procedures are described in detail in Chapter 15A.11. The County shall only approve a development agreement by ordinance or resolution after a public hearing. The hearing shall be before the Board of County Commissioners, unless otherwise assigned.

REQUIRED ATTACHMENTS

- Site plan of the property with all proposed buildings, points of access, roads, parking areas, septic tank, drainfield, drainfield replacement area, areas to be cut and/or filled, natural features such as contours, streams, gullies, cliffs, etc. - **Attached as Exhibit A**
- SEPA Checklist (if not exempt per KCC 15.04 or WAC 197-11-800) - **N/A**
- Project Narrative responding to Questions 9-11 on the following pages.

APPLICATION FEES:

\$880.00 Kittitas County Community Development Services (KCCDS)

\$880.00 Total fees due for this application (One check made payable to KCCDS)

FOR STAFF USE ONLY

Application Received By (CDS Staff Signature): <u>Jessie Rosenow</u>	DATE: <u>9/29/25</u>	RECEIPT # <u>CD25-02099</u>	
<p>COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT • FIRE INVESTIGATION</p>			

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: Mark Thorne
Mailing Address: 770 Suncadia Trail
City/State/ZIP: Cle Elum, WA 98922
Day Time Phone: 970.376.2749
Email Address: mthorne@suncadia.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: Jeff Slothower
Mailing Address: 415 E Mountain View Avenue, Suite 302
City/State/ZIP: Ellensburg, WA 98926
Day Time Phone: 509.925.6916 (ext 1)
Email Address: jslothower@lwhsd.com

3. **Name, mailing address and day phone of other contact person**
If different than land owner or authorized agent.

Name: Tucker Stevens
Mailing Address: 770 Suncadia Trail
City/State/ZIP: Cle Elum, WA 98922
Day Time Phone: 406.579.0451
Email Address: tstevens@suncadia.com

4. **Street address of property:**

Address: 770 Suncadia Trail
City/State/ZIP: Cle Elum, WA 98922

5. **Legal description of property (attach additional sheets as necessary):**
Attached as Exhibit B

6. **Tax parcel number:** Attached as Exhibit C

7. **Property size:** 6,320 (acres)

8. **Land Use Information:**

Zoning: Master Planned Resort Comp Plan Land Use Designation: Resort Residential

PROJECT NARRATIVE

(INCLUDE RESPONSES AS AN ATTACHMENT TO THIS APPLICATION)

- 9. **Narrative project description:** Please include at minimum the following information in your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description.
- 10. **Give specific reasons why this project is suitable for a development agreement.**
- 11. **Which development standards set forth in KCC 15A.11.020(5) will be included in this development agreement?**

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 *Jeff Slothower*
Jeff Slothower [Sep 29, 2025 15:08:47 PDT]

Date:

09/29/2025

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

SUNCADIA RESORT LLC
a Delaware limited liability company

By: LCIF Suncadia LLC
a Delaware limited liability company
its managing member

By: *Mark Thorne*
Mark Thorne [Sep 29, 2025 11:58:13 PDT]

Date:

09/29/2025

Name: Mark Thorne

Its: Senior Vice President

EXHIBIT C

SUNCADIA RESORT LLC ASSESSOR'S TAX PARCEL NUMBERS



Kittitas County CDS

Assessor's Tax Parcel Nos.:

552534, 11893, 11895, 11896, 11897, 11898, 11067, 11068, 16216, 960995, 470834, 11843, 11846, 11847, 11852, 11853, 11854, 16221, 16222, 16223, 16224, 16231, 18713, 14058, 514235, 11918, 11919, 11920, 11985, 11986, 11987, 11988, 11989, 11990, 11991, 16265, 16267, 16271, 16274, 16276, 16279, 16280, 524235, 11921, 11922, 16281, 950256, 22030, 11114, 11115, 494235, 18817, 18819, 18822, 18823, 18824, 18825, 18826, 18827, 18828, 18829, 18830, 18831, 18832, 18833, 18834, 18835, 18836, 18837, 18838, 18839, 18840, 18841, 18842, 18843, 18844, 18845, 18846, 18847, 18848, 18849, 18850, 18851, 18852, 18853, 18854, 18855, 18856, 18857, 18858, 18859, 18860, 18861, 18862, 18863, 18864, 18865, 18866, 18867, 18868, 18869, 18870, 18871, 18872, 18873, 18875, 18876, 18877, 18878, 18879, 18880, 18881, 18882, 18883, 18884, 18885, 18886, 18887, 18888, 18889, 18890, 18891, 18892, 18893, 18894, 18896, 18897, 18898, 18899, 18900, 18901, 18902, 18903, 18904, 18905, 18906, 18907, 18908, 18909, 18910, 18911, 18912, 18913, 18914, 18915, 18916, 18917, 18918, 18919, 18920, 18921, 18922, 18923, 18924, 18925, 18926, 18927, 18928, 18929, 18930, 18931, 18932, 18933, 18934, 18935, 18936, 18937, 18938, 18939, 18940, 18941, 18942, 18943, 18944, 18945, 18946, 18947, 18948, 18949, 18950, 18952, 18953, 18954, 18955, 18956, 18957, 18958, 18959, 18960, 18961, 18962, 18963, 18964, 18966, 18968, 18969, 18970, 18971, 18972, 18973, 18974, 18975, 18976, 18977, 18978, 18979, 18980, 18981, 18982, 18983, 18984, 18985, 18986, 18987, 18988, 18989, 18990, 18991, 18992, 18993, 18994, 18996, 18998, 18999, 19000, 19001, 19002, 19003, 19004, 19005, 19006, 19007, 19008, 19009, 19010, 19011, 19012, 19013, 19014, 19015, 19016, 19017, 19018, 19020, 19021, 19022, 19023, 19024, 19026, 19028, 19030, 19031, 19032, 19033, 19035, 19036, 19037, 19038, 19039, 19040, 19041, 19042, 19043, 19044, 19045, 19046, 19047, 19048, 19049, 19050, 19051, 19052, 19053, 19054, 19055, 19056, 19057, 19058, 19059, 19060, 19061, 19062, 19063, 19064, 19065, 19066, 19067, 19068, 19069, 19070, 19071, 19072, 19073, 19074, 16262, 19076, 19078, 19079, 19080, 19081, 19082, 19083, 19084, 19085, 19087, 19089, 19091, 19092, 19093, 19095, 19630, 19632, 19635, 19077, 950252, 950253, 950342, 950343, 950344, 950345, 19686, 19688, 19689, 19690, 19691, 19692, 19693, 19694, 19695, 19696, 19697, 19698, 19699, 19700, 19701, 19702, 19703, 19719, 19720, 19724, 19725, 19726, 19728, 19729, 19731, 19732, 19733, 19735, 19738, 19740, 19742, 19744, 19745, 19747, 19748, 19749, 19750, 19751, 19753, 19754, 19755, 19756, 19757, 19761, 19762, 19763, 19764, 19765, 19775, 19776, 19777, 19778, 19779, 19780, 19781, 19820, 19823, 19824, 19825, 19826, 19828, 19829, 19830, 19847, 19848, 19849, 19850, 19851, 19853, 19855, 19857, 19858, 19859, 19860, 19946, 19947, 19948, 19951, 19952, 19953, 19954, 19956, 19959, 963890, 963891, 19966, 19967, 19969, 19970, 19971, 19972, 19973, 19974, 19976, 19977, 19978, 19979, 19980, 19981, 19982, 19987, 19988, 19990, 19992, 19993, 19994, 19995, 19996, 19997, 19998, 19999, 20000, 20001, 20002, 20003, 20004, 20005, 20006, 20007, 20008, 20010, 20011, 20012, 20013, 20014, 20015, 20016, 20018, 20019, 20020, 20021, 20022, 20023, 20024, 20026, 20028, 20030, 20031, 20032, 20033, 20034, 20035, 20036, 20037, 20038, 20039, 20040, 20041, 20042, 20043, 20044, 20045, 20046, 20047, 20048, 20049, 20050, 20051, 20052, 20053, 20054, 20055, 20056, 20058, 20059, 20061, 20062, 20064, 20065, 20066, 20067, 20068, 20070, 20071, 20072, 20073, 20076, 20077, 20079, 20080, 20081, 20082, 16247, 20083, 20084, 11862, 20087, 20090, 20057, 11914, 21719, 21720, 21721, 21724, 21726, 21727, 21728, 21729, 21730, 21731, 21732, 21733, 21734, 21735, 21736, 21737, 21738, 21739, 21740, 21741, 21742, 21743, 21744, 21745, 21746, 21747, 21748, 21749, 21750, 21751, 21752, 21753, 21754, 21755, 21756, 21757, 21758, 21759, 21760, 21761, 21762, 21763, 21764, 21765, 21766, 21767, 21768, 21770, 21769, 21771, 21772, 21773, 21774, 21775, 21776, 21777, 21778, 21779, 21785, 21786, 21787, 21788, 21789, 21790, 21791, 21792, 21793, 21794, 21795, 21796, 21797, 21798, 21800, 21801, 21802, 21803, 21807, 21811, 21814, 21817, 21823, 21825, 21826, 21827, 21828, 21829, 21830, 21831, 21832, 21833,

EXHIBIT C

21834, 22121, 21835, 21836, 21843, 21844, 21845, 21846, 21847, 21848, 21849, 21850, 21851, 21852, 21853, 21854, 21855, 21856, 21857, 21858, 21859, 21860, 21861, 21862, 21863, 21864, 21865, 21866, 21867, 21868, 21869, 21870, 21871, 21872, 21873, 21875, 21876, 21877, 21878, 21879, 21880, 21881, 21882, 21883, 21884, 21885, 21886, 21887, 21888, 21889, 21890, 21891, 21892, 21893, 21894, 21895, 21896, 21897, 21898, 21899, 21900, 21901, 21902, 21903, 21904, 21905, 21906, 21907, 21908, 21910, 21911, 21912, 21913, 21914, 11864, 21915, 21916, 21917, 21918, 21919, 21920, 21921, 21922, 21923, 21924, 21925, 21927, 21928, 21931, 16248, 21935, 21936, 21937, 960107, 952894, 952895, 952896, 952897, 962052, 962053, 962054, 962055, 962056, 962057, 962058, 962059, 962060, 962061, 962062, 962063, 962064, 962065, 962066, 962067, 962068, 962069, 962070, 962071, 962072, 962073, 962074, 962075, 962076, 962077, 962078, 962079, 962080, 962081, 962082, 962083, 962084, 962085, 950816, 950817, 950818, 950819, 950820, 950821, 950822, 950823, 950824, 950825, 950826, 950827, 950828, 950829, 950830, 950831, 950832, 950833, 950834, 950835, 950836, 950837, 950838, 950839, 950840, 950841, 950842, 950843, 950844, 950845, 950846, 950847, 950848, 950849, 950850, 950851, 950852, 950853, 950854, 950855, 950856, 950857, 950858, 950859, 950860, 950861, 950862, 950863, 950864, 950865, 950866, 950867, 950868, 950869, 950870, 950871, 950872, 950873, 950874, 950875, 950876, 950877, 950878, 950879, 950880, 950881, 950882, 950883, 950884, 950885, 950886, 950887, 950888, 950889, 950890, 950891, 950892, 950893, 950894, 950895, 950896, 950897, 950898, 950899, 950900, 950901, 950902, 950903, 950904, 950905, 950906, 950907, 950908, 950909, 950910, 950911, 950913, 950914, 950915, 950916, 950917, 950918, 950919, 950920, 950921, 950922, 950923, 950924, 950925, 950926, 950927, 950928, 950929, 950930, 950931, 950932, 950933, 950934, 950935, 950936, 950937, 950938, 950939, 950940, 950941, 950942, 950943, 950944, 950945, 950946, 950947, 954141, 951190, 951191, 951192, 951193, 951194, 951195, 951196, 951197, 951198, 951199, 951200, 951201, 951202, 951203, 951204, 951205, 951206, 951207, 951208, 951209, 951210, 951211, 951212, 951213, 951214, 951215, 951216, 951217, 951218, 951219, 951220, 951221, 951222, 951223, 951224, 951225, 951226, 951227, 951228, 951229, 951230, 951231, 951232, 951233, 951234, 951235, 951236, 951237, 951238, 951239, 951240, 951241, 951242, 951243, 951244, 951245, 951246, 951247, 951248, 951249, 951250, 951251, 951252, 951253, 951254, 951255, 951256, 951257, 951258, 951259, 951260, 951261, 951262, 951263, 951264, 951265, 951266, 951267, 951268, 951269, 951270, 951271, 951272, 951273, 951274, 951275, 951276, 951277, 951278, 951279, 951280, 951281, 951282, 951283, 951284, 951682, 960191, 960192, 960193, 960194, 960195, 960196, 960197, 960198, 960199, 960200, 960201, 960202, 960203, 960204, 960205, 960206, 960207, 960208, 960209, 960210, 960211, 960212, 960213, 960214, 960215, 960216, 960217, 960218, 960219, 960220, 960221, 960222, 960223, 960224, 960225, 960226, 960227, 960228, 960229, 960230, 960231, 960232, 960233, 960234, 960235, 960236, 960268, 959987, 959988, 959989, 959990, 959991, 959992, 959993, 959994, 960172, 960173, 960174, 960175, 960176, 960177, 960178, 960179, 960180, 960181, 960182, 960183, 960184, 960733, 960734, 960735, 959996, 959997, 959998, 960185, 960186, 960736, 960737, 953383, 953384, 953409, 953410, 953411, 953412, 953413, 953414, 953415, 953416, 953417, 953418, 953419, 953420, 953421, 953422, 953423, 953424, 953425, 953426, 953427, 953428, 953429, 953430, 953431, 953432, 953433, 953434, 953435, 953436, 953437, 953438, 953439, 953440, 953441, 953442, 953443, 953444, 953445, 953446, 953447, 953448, 953449, 953450, 953451, 953452, 953453, 953454, 953455, 953456, 953457, 953458, 953459, 953460, 953461, 953462, 953463, 953464, 953465, 953466, 953467, 953468, 953469, 953470, 953471, 953472, 953473, 953474, 953475, 953476, 953477, 953478, 953479, 953480, 953481, 953482, 953483, 953484, 953485, 953486, 953487, 953488, 953489, 953490, 953491, 953492, 953493, 953494, 953495, 953496, 953497, 953498, 953499, 953500, 953501, 953502, 953503, 953504, 953505, 953506, 953507, 953508, 953509, 953510, 953511, 953512, 953513, 953514, 953515, 953516, 953517, 953518, 953519, 953520, 953521, 953522, 953523, 953524, 953525, 953526, 953527, 953528, 953529, 953530, 953531, 953532, 953533, 953534, 953535, 953536, 953537, 953538, 953539, 953540, 953541, 953542, 953543, 953544, 953545, 953546, 953547, 953548, 953549, 953550, 953551, 953552, 953553, 953554, 953555, 953556, 953557, 953558, 953559, 953560, 953561, 953562, 953563, 953564, 953565, 953566, 953567, 953568, 953569, 953570, 953571, 953572, 953573, 953574, 953575, 953576, 953577, 953578, 953579, 953580, 953581, 953582, 953583, 953584, 953585, 953586, 953587, 953588, 953589, 953590, 953591, 953592, 953593, 953594, 953595, 953596, 953597, 953598, 953599, 953600, 953601, 953602, 953603, 953604, 953605, 953606, 953607, 953608, 953609, 953610, 953611, 953612, 953613, 953614, 953615, 953616, 953617, 953618,

EXHIBIT C

953619, 953620, 953621, 953622, 953623, 953624, 953625, 953626, 953627, 953628, 953629, 953630, 953631, 953903, 953904, 953905, 953906, 953910, 953911, 953913, 953914, 953915, 953916, 953917, 953918, 953900, 953901, 953902, 955997, 955998, 955999, 963794, 963795, 963796, 963797, 963798, 963799, 963800, 963801, 963802, 963803, 963804, 963805, 963806, 963807, 963808, 963809, 963810, 963811, 963812, 963813, 963814, 963815, 963816, 963817, 963818, 963819, 963820, 963821, 963822, 963823, 963824, 963825, 963826, 963827, 963828, 963829, 963830, 963831, 963832, 963833, 963834, 963835, 963836, 963837, 963838, 963839, 963840, 963841, 963842, 963843, 963844, 963845, 963846, 963847, 957205, 957206, 957207, 957208, 957209, 957210, 957211, 957716, 957717, 957718, 957719, 957720, 957721, 957722, 957723, 957724, 957725, 957726, 958350, 958351, 958352, 958353, 958354, 958355, 958356, 958357, 958358, 958359, 958360, 958361, 957727, 957728, 957212, 957213, 957214, 957215, 957216, 957217, 957218, 957729, 957730, 958362, 960997, 960998, 960999, 961000, 961001, 961002, 961003, 961004, 961005, 961006, 961007, 961008, 961009, 961010, 961011, 961012, 961013, 961014, 961015, 961016, 961017, 961018, 961019, 961020, 961021, 961022, 961023, 961024, 961025, 956047, 956048, 956049, 956050, 956051, 956052, 956053, 956054, 956055, 956056, 956057, 956058, 956059, 956060, 956061, 956062, 956063, 956064, 956065, 956066, 956067, 956068, 956069, 956070, 956071, 956072, 956073, 956074, 956075, 956076, 956077, 956078, 962746, 962747, 962748, 962749, 962750, 962751, 962752, 962753, 962754, 962755, 962756, 962757, 962758, 962759, 962760, 962761, 962762, 962763, 962764, 962765, 962766, 962767, 962768, 962769, 962770, 962771, 962772, 962773, 962774, 962775, 962776, 962777, 960637, 960638, 960639, 960640, 960641, 960642, 960643, 960644, 960645, 960646, 960647, 960648, 960649, 960650, 960651, 954876, 954877, 954878, 954879, 954880, 954881, 954882, 954883, 954884, 954885, 954886, 954887, 954888, 954889, 954890, 954891, 954892, 954893, 954894, 954895, 954896, 954897, 954898, 954899, 954900, 954901, 954902, 954903, 954904, 954905, 959300, 959301, 959302, 959303, 959304, 959305, 959306, 959307, 959308, 959309, 959310, 959311, 959312, 959313, 960799, 960800, 960801, 960802, 960803, 960804, 960805, 960806, 960807, 960808, 960809, 961900, 961901, 961902, 961903, 961904, 961905, 961906, 961907, 961908, 961909, 961910, 961911, 961912, 961913, 961914, 961915, 961916, 961917, 961918, 961919, 961920, 961921, 961922, 961923, 961924, 961925, 961926, 961927, 961928, 961929, 961930, 961940, 961932, 961933, 961934, 961935, 961936, 961937, 961939, 961941, 961942, 961943, 961944, 961945, 961946, 961947, 961931, 951761, 951762, 951763, 951764, 951765, 951766, 951767, 951768, 951769, 951770, 951771, 951772, 951773, 951774, 951775, 951776, 951777, 951778, 951779, 951780, 951781, 951782, 951783, 951784, 951785, 951786, 951787, 951788, 951789, 951790, 951791, 951792, 951793, 951794, 951795, 951796, 951797, 951798, 951799, 951800, 951801, 951802, 951803, 951804, 951805, 951806, 951807, 951808, 951809, 951810, 951811, 951812, 951814, 951815, 951816, 951817, 951818, 951819, 951820, 951821, 951822, 951823, 951824, 951825, 951826, 951827, 951828, 951829, 951830, 951831, 951832, 951833, 951834, 951835, 951836, 951837, 951838, 951839, 951843, 951844, 951845, 951846, 951847, 951848, 951849, 951850, 951851, 951860, 960108, 960109, 960465, 960466, 960467, 960468, 960469, 960470, 960471, 960472, 960473, 960474, 960475, 960476, 960477, 960478, 960479, 960480, 960481, 960482, 960483, 960484, 960485, 960486, 960487, 960488, 960489, 960490, 960491, 960492, 960493, 960494, 960495, 960496, 960497, 960498, 960499, 960501, 960502, 960503, 960504, 960505, 960506, 960507, 960508, 960509, 960510, 960511, 960512, 960513, 960515, 960516, 960519, 960520, 960521, 960522, 960523, 960524, 960525, 960526, 960527, 960528, 960529, 960530, 960531, 960532, 960533, 960538, 961504, 961505, 961506, 961507, 961508, 961509, 961510, 961511, 961512, 961513, 961514, 961515, 961516, 961517, 961518, 961519, 961520, 961521, 961522, 961523, 961524, 961525, 961526, 961527, 961528, 961529, 961530, 961531, 961532, 961533, 961534, 961535, 961536, 961537, 961538, 961539, 961540, 961541, 961542, 961543, 961544, 961545, 961546, 961547, 961548, 961549, 961550, 961551, 961552, 961553, 961554, 961162, 961163, 961164, 961166, 961167, 961168, 961169, 961170, 961171, 961172, 961173, 961174, 961175, 961176, 961177, 961178, 961179, 961180, 961181, 961182, 961183, 961184, 961185, 961186, 961187, 961188, 961189, 961190, 961191, 961192, 961193, 961194, 961197, 961198, 961200, 961201, 961202, 961203, 961204, 961205, 961206, 961207, 961208, 961209, 961210, 961211, 961212, 961213, 961214, 961215, 961216, 961217, 961218, 961219, 961220, 961221, 961222, 961223, 961224, 961225, 961226, 961227, 961228, 961229, 961230, 961231, 961232, 961233, 961234, 961235, 961236, 961237, 961238, 961239, 961240, 961241, 961242, 961243, 961948, 961949, 961950, 961951, 961952, 961953, 961954, 961955, 961956, 961957, 961958, 961959, 961960, 961961, 961962,

EXHIBIT C

961963, 961964, 961965, 961966, 961967, 961968, 961969, 961970, 961971, 961972, 961973, 961974, 961975, 961976, 961977, 961978, 961979, 961980, 961981, 961982, 961983, 961984, 961985, 961986, 961987, 961988, 961989, 961990, 961991, 961992, 961993, 961994, 961995, 961996, 961997, 961998, 961999, 962000, 962001, 962002, 962003, 961938, 962004, 962005, 962006, 962594, 962595, 962596, 962597, 962598, 962599, 962600, 962601, 962602, 962603, 962604, 962605, 962606, 962607, 962608, 962609, 963304, 963305, 963306, 963307, 963308, 963309, 963310, 963311, 963312, 963313, 963314, 963315, 963316, 963317, 963318, 963319, 963320, 963321, 963322, 963323, 963324, 963325, 963326, 963327, 963328, 963329, 963330, 963331, 963332, 963333, 963334, 963335, 963336, 962610, 962611, 962612, 962613, 962614, 962615, 962616, 962617, 962618, 962619, 962620, 962621, 962622, 962623, 962624, 962625, 962626, 962627, 962628, 962629, 962630, 962631, 962632, 962633, 962634, 962635, 962636, 962637, 962638, 962639, 962640, 962641, 962642, 962643, 962644, 962645, 962646, 962647, 962648, 963351, 963352, 963353, 963354, 963355, 963356, 963357, 963358, 963359, 963360, 963361, 963362, 962649, 962650, 962651, 962652, 962653, 962654, 962655, 962656, 962657, 962658, 962659, 962660, 962661, 962662, 963407, 963408, 963409, 963410, 963411, 963412, 963413, 963414, 963415, 963416, 963417, 963418, 963419, 963420, 963421, 963422, 963423, 963424, 963425, 963426, 962663, 962664, 962665, 962666, 962667, 962668, 962669, 962670, 962671, 962672, 962673, 962677, 962678, 962680, 962681, 963363, 963427, 963428, 963429, 963945, 963946, 963947, 963948, 963949, 963950, 963951, 963952, 963953, 963954, 963955, 963956, 963957, 963958, 963959, 963960, 963961, 963962, 963963, 963964, 963965, 963966, 963967, 963968, 963969, 963970, 963971, 963070, 963071, 963072, 963073, 963074, 963075, 963076, 963077, 963078, 963079, 963080, 963081, 963082, 963083, 963084, 963085, 963086, 963087, 963088, 963089, 963090, 963091, 963092, 963093, 963094, 963095, 963096, 963097, 963098, 963099, 963100, 963101, 963102, 963103, 963104, 963105, 963106, 963107, 963108, 963109, 963110, 963111, 963112, 963113, 963114, 963115, 963116, 963117, 963118, 963119, 963120, 963121, 963122, 963123, 963124, 963125, 963126, 963127, 963128, 963129, 963130, 963131, 963132, 963133, 963134, 963135, 963136, 963137, 963138, 963139, 963140, 963141, 963142, 963143, 963144, 963145, 963146, 963147, 963148, 963149, 963150, 963151, 963152, 963153, 963154, 963155, 963025, 21642, 21643, 21644, 21645, 21646, 21647, 21648, 21649, 21670, 21671, 21651, 21652, 21653, 21654, 21655, 21656, 21657, 21658, 21659, 21660, 21661, 19517, 16217, 21672, 21662, 21663, 19518, 19512, 21676, 21677, 300734, 21533, 21535, 21534, 21536, 21537, 21538, 21539, 21540, 21541, 21542, 21543, 21544, 21545, 21546, 21547, 21548, 21549, 21550, 21551, 21552, 21553, 21554, 21555, 21556, 21557, 21558, 21559, 21560, 21561, 21562, 21563, 21564, 21565, 21566, 21567, 21568, 21569, 21570, 21571, 21572, 21573, 21574, 21575, 21576, 21577, 21578, 21579, 21580, 21581, 21582, 21583, 21584, 21585, 21586, 21587, 21588, 21589, 21590, 21591, 21592, 21593, 21594, 21595, 21596, 21598, 21599, 21600, 21601, 21602, 21603, 21604, 21605, 21606, 21607, 21608, 21609, 21610, 21611, 21612, 21613, 21614, 21615, 21616, 21617, 21618, 21619, 21620, 21621, 21622, 21624, 21625, 21626, 21627, 21628, 21629, 21630, 21631, 21632, 21633, 21634, 21635, 21636, 21637, 21638, 21639, 21640, 950129, 950130, 950131, 950132, 950133, 950134, 950135, 950136, 950137, 950138, 950139, 950140, 950141, 950142, 950143, 950144, 950145, 950146, 950147, 950148, 950149, 950151, 950152, 950153, 950155, 950156, 950157, 950158, 950159, 950160, 950161, 950162, 950163, 950164, 950165, 950166, 950167, 950168, 950169, 950170, 950171, 950172, 950173, 950174, 950175, 950176, 950177, 950178, 950179, 950181, 950182, 950183, 950184, 950185, 950186, 950187, 950188, 950189, 950190, 950191, 950192, 950193, 950229, 950194, 950195, 950196, 950197, 950198, 950199, 950200, 950201, 950202, 950203, 950204, 950205, 950206, 950207, 950208, 950209, 950210, 950211, 950212, 950213, 950214, 950215, 950216, 950217, 950219, 950220, 950221, 950222, 950223, 950224, 950225, 950226, 950227, 950037, 950038, 950039, 950040, 950041, 950042, 950043, 950044, 950045, 950046, 950047, 950048, 950049, 950050, 950051, 950052, 950053, 950055, 950056, 950061, 950062, 950063, 950064, 950065, 950066, 950067, 950068, 950069, 950070, 950071, 950072, 950073, 950074, 950075, 950076, 950077, 950078, 950079, 950081, 950082, 950083, 950084, 950085, 950086, 950087, 950088, 950089, 950090, 950091, 950092, 950093, 950094, 950095, 950096, 950097, 950098, 950100, 950101, 950102, 950103, 950104, 950105, 950106, 950107, 950108, 950109, 950110, 950111, 950112, 950113, 950114, 950115, 950116, 950117, 950118, 950119, 950120, 950121, 950122, 950123, 950124, 950125, 950126, 950127, 950128, 950015, 950016, 950017, 950018, 950019, 950020, 950021, 950022, 950023, 950024, 950025, 950026, 950027, 950028, 950029, 950030, 949994, 949995, 949996, 949997, 949998, 949999, 950000, 950001, 950002,

EXHIBIT C

950003, 950004, 950005, 950006, 950007, 950008, 950009, 950010, 950011, 950012, 950013, 950014, 950035,
951319, 951320, 951321, 951322, 951323, 951324, 951325, 951326, 951327, 951328, 951329, 951330, 951331,
951332, 951333, 951334, 951335, 951336, 951337, 951673, 951293, 951294, 951295, 951296, 951297, 951298,
951299, 951300, 951301, 951302, 951303, 951304, 951305, 951306, 951307, 951308, 951309, 951310, 951311,
951312, 951313, 951314, 951315, 951316, 951317, 951318, 960834, 960835, 960836, 960838, 960839, 960840,
960842, 960843, 960844, 960845, 960846, 960896, 961350, 961351, 961352, 961353, 961354, 961355, 961356,
961357, 961358, 961359, 961360, 961361, 961362, 961363, 961245, 961246, 961247, 961248, 961249, 961250,
961251, 961252, 961253, 961254, 961255, 961257, 961258, 961259, 961260, 961261, 961262, 961263, 961264,
961265, 961266, 961267, 961268, 961269, 961270, 961271, 961272, 961273, 961274, 961275, 961276, 961277,
961278, 961279, 961280, 961281, 961282, 961283, 961284, 961285, 961286, 961287, 961288, 961289, 961290,
961291, 961292, 961293, 961294, 961295, 961296, 961297, 961298, 961299, 961300, 961301, 961302, 961303,
961304, 961305, 961306, 961307, 961308, 961309, 961310, 961311, 961312, 961313, 961314, 961315, 961316,
961317, 961318, 961319, 961320, 961321, 961322, 961323, 961324, 961325, 961327, 961328, 961329, 961330,
961332, 961333, 961334, 961336, 961337, 961338, 961339, 961340, 961341, 961342, 961343, 961345, 961346,
961347, 961348, 962447, 962448, 962449, 962450, 962451, 962452, 962372, 962373, 962374, 962375, 962376,
962377, 962378, 962379, 962380, 962381, 962382, 962383, 962384, 962385, 962386, 962387, 962388, 962389,
962390, 962391, 962392, 962393, 962394, 962396, 962397, 962398, 962399, 962400, 962401, 962402, 962403,
962404, 962405, 962406, 962407, 962408, 962409, 962410, 962411, 962412, 962413, 962414, 962415, 962416,
962417, 962418, 962419, 962420, 962421, 962422, 962423, 962424, 962425, 962426, 962427, 962428, 962430,
962431, 962432, 962433, 962434, 962435, 962436, 962437, 962438, 962439, 962440, 962441, 962443, 962444,
962445, 962446

EXHIBIT B

EXHIBIT A (Rev. 1)
Suncadia Master Planned Resort Legal Description
December 2, 2008

RECEIVED
SEP 29 2025

LEGAL DESCRIPTION
FOR
SUNCADIA LLC

Kittitas County CDS

That portion of Sections 11, 13, 14, 15, 23, 24, and 25 all in Township 20 North, Range 14 East, Willamette Meridian, and that portion of Sections 18, 19, 20, 21, 28, 29, 30, and 31 all in Township 20 North, Range 15 East, Willamette Meridian, in the County of Kittitas, State of Washington and described as follows:

BEGINNING at the Northeast corner of said Section 19 as shown on the Plat of SUNCADIA PHASE 2 DIVISION 2 as recorded in Book 10 of Plats, Pages 170 through 183, under Auditor's File Number 200609280020, records of Kittitas County, Washington;

Thence Southerly along the East line of said Section 19 to the North line of MOUNTAINSTAR PHASE 1, DIVISION 2 (Plat Alteration) as recorded in Book 9 of Plats, Pages 157 through 187, under Auditor's File Number 200506160038, records of Kittitas County, Washington;

Thence Easterly, Northerly, and Easterly along said North line to the Northeast corner of said Plat;

Thence South along the East line of said Plat to the Northwest corner of the Plat of SUNCADIA PHASE 1 DIVISION 3 as recorded in Book 9 of Plats, Pages 94 through 120, under Auditor's File Number 200505040001, records of Kittitas County, Washington;

Thence Easterly and Southeasterly along the North line and the Northeasterly line of said Plat of SUNCADIA PHASE 1 DIVISION 3 to the Westerly margin of Bullfrog Road;

Thence Southerly and Southwesterly along said Westerly margin to the Northerly margin of SR 90, said point also being the Southeast corner of Lot 2 as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582258 and filed in Book 21 of Surveys, Pages 46 and 47;

Thence Westerly along the South line of said Lot 2 and said Northerly margin to the East line of the Blue Connection of the Good Luck Lode Mining Claim and the Good Luck Lode Mining Claim, U.S. Mineral Survey No. 998;

Thence Northeasterly along the Southeasterly line and Northwesterly along the Northeasterly line of said Mineral Survey No. 998 to the East line of the Southwest quarter of said Section 30;

Thence South along said East line to the South quarter corner of said Section 30;

Thence West along the South line of said Southwest quarter to the Northwesterly line of

said U.S. Mineral Survey No. 998;

Thence Southwesterly along said Northwesterly line and Southeasterly along the

020908UNC086-X-0322-
O.DOC
Page 1 of 3

Prepared by: 
Checked by: 

 **GOLDSMITH & ASSOCIATES^{PC}**
Land Use Planning • Professional Services

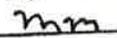
EXHIBIT B

RECEIVED
SEP 29 2025

Kittitas County CDS

Southwesterly line of said U.S. Mineral Survey No. 998 returning to the Northerly margin of SR 80;
 Thence Westerly along said Northerly margin to the Easterly line of that property conveyed to the State of Washington by deed recorded under Auditor's File No. 199903120019;
 Thence Northerly along said Easterly line and Westerly along the Northerly line of said property to the West line of said Section 31;
 Thence North along said West line to the Northwest corner of said Section 31;
 Thence West along the South line of the Southeast quarter of said Section 25 to the South quarter corner thereof;
 Thence North along the West line of said Southeast quarter and the West line of the Northeast quarter of said Section 25 to the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 25;
 Thence West along the South line of said Northeast quarter of the Northwest quarter to the Southwest corner thereof;
 Thence North along the West line of said Northeast quarter of the Northwest quarter to the Northwest corner thereof;
 Thence North along the East line of the Southwest quarter of the Southwest quarter of said Section 24 to the Northeast corner thereof;
 Thence West along the North line of the said Southwest quarter of the Southwest quarter to the West line of said Section 24;
 Thence South along said West line to the Southwest corner of said Section 24;
 Thence West along the South line of said Section 23 to the Yakima River;
 Thence Northwesterly along said river to the West line of said Section 23;
 Thence North along the West line of said Section 23 to the Northwest corner thereof;
 Thence West along the South line of said Section 15 to the Southwest corner thereof;
 Thence North along the West line of said Section 15 to the Northwest corner thereof;
 Thence East along the North line of said Section 15 to the Northeast corner thereof;
 Thence North along the West line of said Section 11 to the Northwest corner of Lot 1A of that Tract Segregation Survey recorded in Book 21 of Surveys, Pages 44 and 45, under Auditor's File Number 582255, records of Kittitas County, Washington;
 Thence Easterly and Southerly along the Northerly and Easterly lines of said Lot 1A, and Lot 2A, and Lot 4A of said Tract Segregation Survey, to the South line of said Section 11;
 Thence East along the South line of said Section 11 to the West line of Lot 4B of said Tract Segregation Survey;
 Thence North and West along the West line of said Lot 4B, and Lot 3B, and Lot 1B of said Tract Segregation Survey, to the North line of said Section 11;
 Thence East along the North line of said Section 11 to the Southwesterly margin of SR. 903;
 Thence Southeasterly along said Southwesterly margin to the West line of the Northeast quarter of the Northeast quarter of said Section 11;
 Thence South along said West line to the Southwest corner thereof;
 Thence East along the South line of said Northeast quarter of the Northeast quarter to the East line of said Section 11;
 Thence South along said East line to the Southeast corner thereof;
 Thence East along the North line of said Section 13 to the Northeast corner of said Plat of SUNCADIA PHASE 2 DIVISION 2;
 Thence South and East along the Easterly line thereof, to the West line of said Section 18;

02036SUNC066-X-0322-
C.DOC
Page 2 of 3

Prepared by: 
 Checked by: 

 **GOLDSMITH & ASSOCIATES**
 Surveying • Engineering • Planning • Surveying

EXHIBIT B

Thence South along said West line to the North line of the South half of said Section 18;
Thence East along said North line to the Northeast corner of Parcel A of that certain
Survey as recorded January 29, 1989, in Book 24 of Surveys, Page 10 under Auditor's File No
199901280041, records of Kittitas County, Washington;

Thence Southeasterly along the Northeasterly line of said Parcel A to the East line
thereof;

Thence South along said East line to the Northerly line of said Plat of SUNCADIA PHASE
2 DIVISION 2;

Thence Southeasterly along said Northerly line to the East line of said Section 18;

Thence South along said East line and the East line of said Plat to the POINT OF
BEGINNING;

EXCEPT any portion thereof within Nelson Dairy Road.



020363UNC066-X-0322-
0.000
Page 3 of 3

Prepared by:

Checked by:

 **GOLDSMITH
& ASSOCIATES**
ENGINEERING - LAND USE PLANNING - SURVEYING

**SUNCADIA RESORT LLC
DEVELOPMENT AGREEMENT EXTENSION
PROJECT NARRATIVE**

RECEIVED
SEP 29 2025

Kittitas County CDS

Project Overview

Suncadia Resort LLC (“Suncadia”) respectfully submits this request to Kittitas County for an amendment to the existing Amended and Restated Development Agreement by and between Kittitas County and Suncadia LLC, dated December 2, 2008, adopted under Resolution No. 2009-37 and subsequently amended by Resolution Nos. 2009-78, 2012-032, 2012-101, and 2021-100 (collectively, the “Development Agreement”).

The Suncadia Master Planned Resort was envisioned and approved as a long-term, phased development that includes up to 4,650 accommodation units, a resort core, recreation facilities, commercial uses, and substantial open space and conservation areas.

Request Summary

The current term of the Development Agreement is 30 years, expiring on October 9, 2030. The Suncadia is seeking an extension of the term by an additional fifteen (15) years, through October 9, 2045, and to amend the Development Agreement accordingly.

The scope of this request is *limited* to the extension of the term of the existing Development Agreement. Please see proposed *Second Amendment of Amended and Restated Development Agreement by and between Kittitas County and Suncadia Resort LLC* and proposed *Resolution Adopting and Authorizing the Chair’s Signature*, both of which are attached hereto as Exhibits D and E, respectively.

Justification for Extension

Of the 4,650 allowed units, Suncadia currently has approximately 1,700 units comprising a mix of single-family homes, condominium/multi-family units and hotel accommodations that have either been completed or are currently under construction.

Given past and current market conditions and development timelines, additional time is necessary to support the continued and successful buildout of the project. This requested extension will help ensure that Suncadia can deliver on the long-term vision previously approved by the County while continuing to provide ongoing and substantial fiscal benefits to the County, together with all other public benefits that are and will be derived therefrom.

SEPA Applicability

This application seeks only to extend the term of the existing Development Agreement with no changes to permitted uses or development standards. As such, Suncadia understands that no new SEPA Checklist is required. The Final Environmental Impact Statement, as amended (“FEIS”) issued by the County and subsequent environmental documentation remain in effect.

Conclusion

The requested extension will support the continued, successful implementation of the Suncadia Master Planned Resort in alignment with the original vision approved by Kittitas County. This extension is not only critical to maintaining project momentum but also serves the best interest of both the public and the County by promoting long-term economic development, and responsible land use planning.

We appreciate your consideration of this request.

EXHIBIT E



Kittitas County CDS

After recording return to:

Marné Schwartz
Suncadia Resort LLC
770 Suncadia Trail
Cle Elum WA 98922

Document Title: Second Amendment of Amended and Restated Development Agreement

Grantor: Suncadia Resort LLC, a Delaware limited liability company

Grantee: Kittitas County, a Washington municipal corporation

Legal Description:

Ptn Sections 11, 13, 14, 15, 23, 24, & 25, Township 20 N, Range 14 E.W.M
Ptn Sections 18, 19, 20, 21, 28, 29, 30 & 31, Township 20 N, Range 14 E.W.M
See additional on Page C-2

Assessor's Tax Parcel Nos.: See pages C-2 through C-5

Reference Number Of Document Amended: 200904160090

EXHIBIT E

Legal Description (Continued):

Mountainstar Phase 1, Division 1 (an Alteration of MountainStar Division 1A), Book 10, pg 12-45
MountainStar Phase 1, Division 2 (Plat Alteration), Book 9, pages 157-187
Suncadia, Phase 1 Division 3, Book 9, pages 94-120
Suncadia Resort Services Parcel Short Plat, Kittitas SP No. SP-06-124, Book I Short Plats, pages 198-199
Winemakers Cabins, Suncadia - Phase 1, Division 3 - Tract, Book 13, pages 163-168
Suncadia Phase 1 Division 4, Book 10, pages 50-73
Suncadia - Phase 1 Division 5, Book 10, pages 103-109
The Legacy At Suncadia, Suncadia - Phase 1 Division 6, Book 12, pages 184-189
Miners Camp, Suncadia - Phase 1 Division 7A, Book 12, pages 162-165
Miners Camp, Suncadia - Phase 1 Division 7B and 7C, Book 12, pages 180-183
Miners Camp, Suncadia - Phase 1 Division 7D, Book 12, pages 250-252
The Lodge at Suncadia Master Condominium, Book 11, pages 26-38
The Lodge at Suncadia Residential Condominium, Book 11, pages 39-67
Suncadia - Phase 1 Division 9, Book 11, pages 78-82
Suncadia - Resort Core Binding Site Plan No. 1, Book K of Short Plats, pages 44-48
Suncadia - Resort Core, Suncadia Social, Book 14, pages 113-119 Suncadia - Phase 1 Division 10A, Book 12, pages 21-27
Suncadia - Phase 1 Division 10B, Book 12, pages 42-47
Suncadia - Phase 1 Division 10C, Book 12, pages 77-82
Cascade Reach, Tract B of Suncadia Resort Core Binding Site Plan No. 1, Book 13, pages 36-39
Trailhead Condominium, Suncadia - Phase 1, Division 12, Book 12, pages 218-220
Trailhead II Condominium, Suncadia Phase 1, Division 12, Book 14 pages 1-7
Trailhead, Suncadia - Phase 1 Division 12A, Book 12, pages 233-236
Suncadia, Phase 1 Division 13A (Plat Alteration), Book 11, pages 220-224
Osprey Ridge, Suncadia - Phase 1 Division 13B, Book 12, pages 121-125
South Cottages, Suncadia - Phase 1 Division 15, Book 13, pages 3-7
Nelson Creek, Suncadia - Phase 2 Division 1, Book 13, pages 128-134
Suncadia Phase 2 Division 2, Book 10, pages 170-183
River Ridge, Suncadia - Phase 2 Division 3, Book 12, pages 190-200
The Cabins at the Farm, Suncadia - Phase 2 Division 4, Book 13, pages 95-99
River Ridge II, Suncadia - Phase 2 Division 5, Book 13, pages 44-53
Nelson Ridge, Suncadia - Phase 2 Division 6, Book 13, pages 135-148
Suncadia - Phase 2 Division 7, Block 1, Book 13, pages 244-258
Suncadia - Phase 2 Division 7, Block 2, Book 14, pages 62-71
Nelson Stream, Suncadia - Phase 2 Division 7 a Replat of Lots 89-102 of Block 2, Book 14, pages 123-127
Suncadia - Phase 2 Division 7, Block 3, Book 14, pages 76-82
Suncadia - Phase 2 Division 8, Book 14 pages 49-61
Suncadia - Phase 3 Divisions 1 To 5 (Tumble Creek), Book 9, pages 51-78
of Suncadia - Phase 3 Divisions 6 To 9 (Tumble Creek), Book 9, pages 190-220
Suncadia - Phase 3 Division 11 (Tumble Creek), Book 9, pages 245-251
Phase 3 Division 12 (Tumble Creek), Book 10, pages 121-126
Suncadia - Phase 3 Division 14 (Tumble Creek), Book 13, pages 8-12
Suncadia - Phase 3 Division 15 and 16 (Tumble Creek), Book 13, pages 59-79
Suncadia - Phase 3 Division 17 (Tumble Creek), Book 13, pages 215-228

Assessor's Tax Parcel Nos.:

552534, 11893, 11895, 11896, 11897, 11898, 11067, 11068, 16216, 960995, 470834, 11843, 11846, 11847, 11852, 11853, 11854, 16221, 16222, 16223, 16224, 16231, 18713, 14058, 514235, 11918, 11919, 11920, 11985, 11986, 11987, 11988, 11989, 11990, 11991, 16265, 16267, 16271, 16274, 16276, 16279, 16280, 524235, 11921, 11922, 16281, 950256, 22030, 11114, 11115, 494235, 18817, 18819, 18822, 18823, 18824, 18825, 18826, 18827, 18828, 18829, 18830, 18831, 18832, 18833, 18834, 18835, 18836, 18837, 18838, 18839, 18840, 18841, 18842, 18843, 18844, 18845, 18846, 18847, 18848, 18849, 18850, 18851, 18852, 18853, 18854, 18855, 18856, 18857, 18858, 18859, 18860, 18861, 18862, 18863, 18864, 18865, 18866, 18867, 18868, 18869, 18870, 18871, 18872, 18873, 18875, 18876, 18877, 18878, 18879, 18880, 18881, 18882, 18883, 18884, 18885, 18886, 18887, 18888, 18889, 18890, 18891, 18892, 18893, 18894, 18896, 18897, 18898, 18899, 18900, 18901, 18902, 18903, 18904, 18905, 18906, 18907, 18908, 18909, 18910, 18911, 18912, 18913, 18914, 18915, 18916, 18917, 18918, 18919, 18920, 18921, 18922, 18923, 18924, 18925, 18926, 18927, 18928, 18929, 18930, 18931, 18932, 18933, 18934, 18935, 18936, 18937, 18938, 18939, 18940, 18941, 18942, 18943, 18944, 18945, 18946, 18947, 18948, 18949, 18950, 18952, 18953, 18954, 18955, 18956, 18957, 18958, 18959, 18960, 18961, 18962, 18963, 18964, 18966, 18968, 18969, 18970, 18971, 18972, 18973, 18974, 18975, 18976, 18977, 18978, 18979, 18980, 18981, 18982, 18983, 18984, 18985, 18986, 18987, 18988, 18989, 18990, 18991, 18992, 18993, 18994, 18996, 18998, 18999, 19000, 19001, 19002, 19003, 19004, 19005, 19006, 19007, 19008, 19009, 19010, 19011, 19012, 19013,

EXHIBIT E

19014, 19015, 19016, 19017, 19018, 19020, 19021, 19022, 19023, 19024, 19026, 19028, 19030, 19031, 19032, 19033, 19035, 19036, 19037, 19038, 19039, 19040, 19041, 19042, 19043, 19044, 19045, 19046, 19047, 19048, 19049, 19050, 19051, 19052, 19053, 19054, 19055, 19056, 19057, 19058, 19059, 19060, 19061, 19062, 19063, 19064, 19065, 19066, 19067, 19068, 19069, 19070, 19071, 19072, 19073, 19074, 16262, 19076, 19078, 19079, 19080, 19081, 19082, 19083, 19084, 19085, 19087, 19089, 19091, 19092, 19093, 19095, 19630, 19632, 19635, 19077, 950252, 950253, 950342, 950343, 950344, 950345, 19686, 19688, 19689, 19690, 19691, 19692, 19693, 19694, 19695, 19696, 19697, 19698, 19699, 19700, 19701, 19702, 19703, 19719, 19720, 19724, 19725, 19726, 19728, 19729, 19731, 19732, 19733, 19735, 19738, 19740, 19742, 19744, 19745, 19747, 19748, 19749, 19750, 19751, 19753, 19754, 19755, 19756, 19757, 19761, 19762, 19763, 19764, 19765, 19775, 19776, 19777, 19778, 19779, 19780, 19781, 19820, 19823, 19824, 19825, 19826, 19828, 19829, 19830, 19847, 19848, 19849, 19850, 19851, 19853, 19855, 19857, 19858, 19859, 19860, 19946, 19947, 19948, 19951, 19952, 19953, 19954, 19956, 19959, 963890, 963891, 19966, 19967, 19969, 19970, 19971, 19972, 19973, 19974, 19976, 19977, 19978, 19979, 19980, 19981, 19982, 19987, 19988, 19990, 19992, 19993, 19994, 19995, 19996, 19997, 19998, 19999, 20000, 20001, 20002, 20003, 20004, 20005, 20006, 20007, 20008, 20010, 20011, 20012, 20013, 20014, 20015, 20016, 20018, 20019, 20020, 20021, 20022, 20023, 20024, 20026, 20028, 20030, 20031, 20032, 20033, 20034, 20035, 20036, 20037, 20038, 20039, 20040, 20041, 20042, 20043, 20044, 20045, 20046, 20047, 20048, 20049, 20050, 20051, 20052, 20053, 20054, 20055, 20056, 20058, 20059, 20061, 20062, 20064, 20065, 20066, 20067, 20068, 20070, 20071, 20072, 20073, 20076, 20077, 20079, 20080, 20081, 20082, 16247, 20083, 20084, 11862, 20087, 20090, 20092, 20057, 20070, 20071, 20072, 20073, 20076, 20077, 20079, 20080, 20081, 20082, 16247, 20083, 20084, 11862, 20087, 20090, 20092, 20057, 11914, 21719, 21720, 21721, 21724, 21726, 21727, 21728, 21729, 21730, 21731, 21732, 21733, 21734, 21735, 21736, 21737, 21738, 21739, 21740, 21741, 21742, 21743, 21744, 21745, 21746, 21747, 21748, 21749, 21750, 21751, 21752, 21753, 21754, 21755, 21756, 21757, 21758, 21759, 21760, 21761, 21762, 21763, 21764, 21765, 21766, 21767, 21768, 21770, 21769, 21771, 21772, 21773, 21774, 21775, 21776, 21777, 21778, 21779, 21785, 21786, 21787, 21788, 21789, 21790, 21791, 21792, 21793, 21794, 21795, 21796, 21797, 21798, 21800, 21801, 21802, 21803, 21807, 21811, 21814, 21817, 21823, 21825, 21826, 21827, 21828, 21829, 21830, 21831, 21832, 21833, 21834, 22121, 21835, 21836, 21843, 21844, 21845, 21846, 21847, 21848, 21849, 21850, 21851, 21852, 21853, 21854, 21855, 21856, 21857, 21858, 21859, 21860, 21861, 21862, 21863, 21864, 21865, 21866, 21867, 21868, 21869, 21870, 21871, 21872, 21873, 21875, 21876, 21877, 21878, 21879, 21880, 21881, 21882, 21883, 21884, 21885, 21886, 21887, 21888, 21889, 21890, 21891, 21892, 21893, 21894, 21895, 21896, 21897, 21898, 21899, 21900, 21901, 21902, 21903, 21904, 21905, 21906, 21907, 21908, 21910, 21911, 21912, 21913, 21914, 11864, 21915, 21916, 21917, 21918, 21919, 21920, 21921, 21922, 21923, 21924, 21925, 21927, 21928, 21931, 16248, 21935, 21936, 21937, 960107, 952894, 952895, 952896, 952897, 962052, 962053, 962054, 962055, 962056, 962057, 962058, 962059, 962060, 962061, 962062, 962063, 962064, 962065, 962066, 962067, 962068, 962069, 962070, 962071, 962072, 962073, 962074, 962075, 962076, 962077, 962078, 962079, 962080, 962081, 962082, 962083, 962084, 962085, 950816, 950817, 950818, 950819, 950820, 950821, 950822, 950823, 950824, 950825, 950826, 950827, 950828, 950829, 950830, 950831, 950832, 950833, 950834, 950835, 950836, 950837, 950838, 950839, 950840, 950841, 950842, 950843, 950844, 950845, 950846, 950847, 950848, 950849, 950850, 950851, 950852, 950853, 950854, 950855, 950856, 950857, 950858, 950859, 950860, 950861, 950862, 950863, 950864, 950865, 950866, 950867, 950868, 950869, 950870, 950871, 950872, 950873, 950874, 950875, 950876, 950877, 950878, 950879, 950880, 950881, 950882, 950883, 950884, 950885, 950886, 950887, 950888, 950889, 950890, 950891, 950892, 950893, 950894, 950895, 950896, 950897, 950898, 950899, 950900, 950901, 950902, 950903, 950904, 950905, 950906, 950907, 950908, 950909, 950910, 950911, 950912, 950913, 950914, 950915, 950916, 950917, 950918, 950919, 950920, 950921, 950922, 950923, 950924, 950925, 950926, 950927, 950928, 950929, 950930, 950931, 950932, 950933, 950934, 950935, 950936, 950937, 950938, 950939, 950940, 950941, 950942, 950943, 950944, 950945, 950946, 950947, 954141, 951190, 951191, 951192, 951193, 951194, 951195, 951196, 951197, 951198, 951199, 951200, 951201, 951202, 951203, 951204, 951205, 951206, 951207, 951208, 951209, 951210, 951211, 951212, 951213, 951214, 951215, 951216, 951217, 951218, 951219, 951220, 951221, 951222, 951223, 951224, 951225, 951226, 951227, 951228, 951229, 951230, 951231, 951232, 951233, 951234, 951235, 951236, 951237, 951238, 951239, 951240, 951241, 951242, 951243, 951244, 951245, 951246, 951247, 951248, 951249, 951250, 951251, 951252, 951253, 951254, 951255, 951256, 951257, 951258, 951259, 951260, 951261, 951262, 951263, 951264, 951265, 951266, 951267, 951268, 951269, 951270, 951271, 951272, 951273, 951274, 951275, 951276, 951277, 951278, 951279, 951280, 951281, 951282, 951283, 951284, 951285, 960191, 960192, 960193, 960194, 960195, 960196, 960197, 960198, 960199, 960200, 960201, 960202, 960203, 960204, 960205, 960206, 960207, 960208, 960209, 960210, 960211, 960212, 960213, 960214, 960215, 960216, 960217, 960218, 960219, 960220, 960221, 960222, 960223, 960224, 960225, 960226, 960227, 960228, 960229, 960230, 960231, 960232, 960233, 960234, 960235, 960236, 960268, 959987, 959988, 959989, 959990, 959991, 959992, 959993, 959994, 960172, 960173, 960174, 960175, 960176, 960177, 960178, 960179, 960180, 960181, 960182, 960183, 960184, 960733, 960734, 960735, 959996, 959997, 959998, 960185, 960186, 960736, 960737, 953383, 953384, 953409, 953410, 953411, 953412, 953413, 953414, 953415, 953416, 953417, 953418, 953419, 953420, 953421, 953422, 953423, 953424, 953425, 953426, 953427, 953428, 953429, 953430, 953431, 953432, 953433, 953434, 953435, 953436, 953437, 953438, 953439, 953440, 953441, 953442, 953443, 953444, 953445, 953446, 953447, 953448, 953449, 953450, 953451, 953452, 953453, 953454, 953455, 953456, 953457, 953458, 953459, 953460, 953461, 953462, 953463, 953464, 953465, 953466, 953467, 953468, 953469, 953470, 953471, 953472, 953473, 953474, 953475, 953476, 953477, 953478, 953479, 953480, 953481, 953482, 953483, 953484, 953485, 953486, 953487, 953488, 953489, 953490, 953491, 953492, 953493, 953494, 953495, 953496, 953497, 953498, 953499, 953500, 953501, 953502, 953503, 953504, 953505, 953506, 953507, 953508, 953509, 953510, 953511, 953512, 953513, 953514, 953515, 953516, 953517, 953518, 953519, 953520, 953521, 953522, 953523, 953524, 953525, 953526, 953527, 953528, 953529, 953530, 953531, 953532, 953533, 953534, 953535, 953536, 953537, 953538, 953539, 953540, 953541, 953542, 953543, 953544, 953545, 953546, 953547, 953548, 953549, 953550, 953551, 953552, 953553, 953554, 953555, 953556, 953557, 953558, 953559, 953560, 953561, 953562, 953563, 953564, 953565, 953566, 953567, 953568, 953569, 953570, 953571, 953572, 953573, 953574,

EXHIBIT E

953575, 953576, 953577, 953578, 953579, 953580, 953581, 953582, 953583, 953584, 953585, 953586, 953587, 953588, 953589, 953590, 953591, 953592, 953593, 953594, 953595, 953596, 953597, 953598, 953599, 953600, 953601, 953602, 953603, 953604, 953605, 953606, 953607, 953608, 953609, 953610, 953611, 953612, 953613, 953614, 953615, 953616, 953617, 953618, 953619, 953620, 953621, 953622, 953623, 953624, 953625, 953626, 953627, 953628, 953629, 953630, 953631, 953903, 953904, 953905, 953906, 953910, 953911, 953913, 953914, 953915, 953916, 953917, 953918, 953900, 953901, 953902, 955997, 955998, 955999, 963794, 963795, 963796, 963797, 963798, 963799, 963800, 963801, 963802, 963803, 963804, 963805, 963806, 963807, 963808, 963809, 963810, 963811, 963812, 963813, 963814, 963815, 963816, 963817, 963818, 963819, 963820, 963821, 963822, 963823, 963824, 963825, 963826, 963827, 963828, 963829, 963830, 963831, 963832, 963833, 963834, 963835, 963836, 963837, 963838, 963839, 963840, 963841, 963842, 963843, 963844, 963845, 963846, 963847, 957205, 957206, 957207, 957208, 957209, 957210, 957211, 957216, 957217, 957218, 957219, 957220, 957221, 957222, 957223, 957224, 957225, 957226, 958350, 958351, 958352, 958353, 958354, 958355, 958356, 958357, 958358, 958359, 958360, 958361, 957727, 957728, 957212, 957213, 957214, 957215, 957216, 957217, 957218, 957729, 957730, 958362, 960997, 960998, 960999, 961000, 961001, 961002, 961003, 961004, 961005, 961006, 961007, 961008, 961009, 961010, 961011, 961012, 961013, 961014, 961015, 961016, 961017, 961018, 961019, 961020, 961021, 961022, 961023, 961024, 961025, 956047, 956048, 956049, 956050, 956051, 956052, 956053, 956054, 956055, 956056, 956057, 956058, 956059, 956060, 956061, 956062, 956063, 956064, 956065, 956066, 956067, 956068, 956069, 956070, 956071, 956072, 956073, 956074, 956075, 956076, 956077, 956078, 962746, 962747, 962748, 962749, 962750, 962751, 962752, 962753, 962754, 962755, 962756, 962757, 962758, 962759, 962760, 962761, 962762, 962763, 962764, 962765, 962766, 962767, 962768, 962769, 962770, 962771, 962772, 962773, 962774, 962775, 962776, 962777, 960637, 960638, 960639, 960640, 960641, 960642, 960643, 960644, 960645, 960646, 960647, 960648, 960649, 960650, 960651, 954876, 954877, 954878, 954879, 954880, 954881, 954882, 954883, 954884, 954885, 954886, 954887, 954888, 954889, 954890, 954891, 954892, 954893, 954894, 954895, 954896, 954897, 954898, 954899, 954900, 954901, 954902, 954903, 954904, 954905, 959300, 959301, 959302, 959303, 959304, 959305, 959306, 959307, 959308, 959309, 959310, 959311, 959312, 959313, 960799, 960800, 960801, 960802, 960803, 960804, 960805, 960806, 960807, 960808, 960809, 961900, 961901, 961902, 961903, 961904, 961905, 961906, 961907, 961908, 961909, 961910, 961911, 961912, 961913, 961914, 961915, 961916, 961917, 961918, 961919, 961920, 961921, 961922, 961923, 961924, 961925, 961926, 961927, 961928, 961929, 961930, 961931, 961932, 961933, 961934, 961935, 961936, 961937, 961938, 961939, 961940, 961941, 961942, 961943, 961944, 961945, 961946, 961947, 961948, 961949, 961950, 961951, 961952, 961953, 961954, 961955, 961956, 961957, 961958, 961959, 961960, 961961, 961962, 961963, 961964, 961965, 961966, 961967, 961968, 961969, 961970, 961971, 961972, 961973, 961974, 961975, 961976, 961977, 961978, 961979, 961980, 961981, 961982, 961983, 961984, 961985, 961986, 961987, 961988, 961989, 961990, 961991, 961992, 961993, 961994, 961995, 961996, 961997, 961998, 961999, 962000, 962001, 962002, 962003, 961938, 962004, 962005, 962006, 962594, 962595, 962596, 962597, 962598, 962599, 962600, 962601, 962602, 962603, 962604, 962605, 962606, 962607, 962608, 962609, 963304, 963305, 963306, 963307, 963308, 963309, 963310, 963311, 963312, 963313, 963314, 963315, 963316, 963317, 963318, 963319, 963320, 963321, 963322, 963323, 963324, 963325, 963326, 963327, 963328, 963329, 963330, 963331, 963332, 963333, 963334, 963335, 963336, 962610, 962611, 962612, 962613, 962614, 962615, 962616, 962617, 962618, 962619, 962620, 962621, 962622, 962623, 962624, 962625, 962626, 962627, 962628, 962629, 962630, 962631, 962632, 962633, 962634, 962635, 962636, 962637, 962638, 962639, 962640, 962641, 962642, 962643, 962644, 962645, 962646, 962647, 962648, 963351, 963352, 963353, 963354, 963355, 963356, 963357, 963358, 963359, 963360, 963361, 963362, 962649, 962650, 962651, 962652, 962653, 962654, 962655, 962656, 962657, 962658, 962659, 962660, 962661, 962662, 963407, 963408, 963409, 963410, 963411, 963412, 963413, 963414, 963415, 963416, 963417, 963418, 963419, 963420, 963421, 963422, 963423, 963424, 963425, 963426, 962663, 962664, 962665, 962666, 962667, 962668, 962669, 962670, 962671, 962672, 962673, 962674, 962675, 962676, 962677, 962678, 962679, 962680, 962681, 963363, 963427, 963428, 963429, 963945, 963946, 963947, 963948, 963949, 963950, 963951, 963952, 963953, 963954, 963955, 963956, 963957, 963958, 963959, 963960, 963961, 963962, 963963, 963964, 963965, 963966, 963967, 963968, 963969, 963970, 963971, 963070, 963071, 963072, 963073, 963074, 963075, 963076, 963077, 963078,

EXHIBIT E

963079, 963080, 963081, 963082, 963083, 963084, 963085, 963086, 963087, 963088, 963089, 963090, 963091, 963092, 963093, 963094, 963095, 963096, 963097, 963098, 963099, 963100, 963101, 963102, 963103, 963104, 963105, 963106, 963107, 963108, 963109, 963110, 963111, 963112, 963113, 963114, 963115, 963116, 963117, 963118, 963119, 963120, 963121, 963122, 963123, 963124, 963125, 963126, 963127, 963128, 963129, 963130, 963131, 963132, 963133, 963134, 963135, 963136, 963137, 963138, 963139, 963140, 963141, 963142, 963143, 963144, 963145, 963146, 963147, 963148, 963149, 963150, 963151, 963152, 963153, 963154, 963155, 963025, 21642, 21643, 21644, 21645, 21646, 21647, 21648, 21649, 21670, 21671, 21651, 21652, 21653, 21654, 21655, 21656, 21657, 21658, 21659, 21660, 21661, 19517, 16217, 21672, 21662, 21663, 19518, 19512, 21676, 21677, 300734, 21533, 21535, 21534, 21536, 21537, 21538, 21539, 21540, 21541, 21542, 21543, 21544, 21545, 21546, 21547, 21548, 21549, 21550, 21551, 21552, 21553, 21554, 21555, 21556, 21557, 21558, 21559, 21560, 21561, 21562, 21563, 21564, 21565, 21566, 21567, 21568, 21569, 21570, 21571, 21572, 21573, 21574, 21575, 21576, 21577, 21578, 21579, 21580, 21581, 21582, 21583, 21584, 21585, 21586, 21587, 21588, 21589, 21590, 21591, 21592, 21593, 21594, 21595, 21596, 21598, 21599, 21600, 21601, 21602, 21603, 21604, 21605, 21606, 21607, 21608, 21609, 21610, 21611, 21612, 21613, 21614, 21615, 21616, 21617, 21618, 21619, 21620, 21621, 21622, 21624, 21625, 21626, 21627, 21628, 21629, 21630, 21631, 21632, 21633, 21634, 21635, 21636, 21637, 21638, 21639, 21640, 950129, 950130, 950131, 950132, 950133, 950134, 950135, 950136, 950137, 950138, 950139, 950140, 950141, 950142, 950143, 950144, 950145, 950146, 950147, 950148, 950149, 950151, 950152, 950153, 950155, 950156, 950157, 950158, 950159, 950160, 950161, 950162, 950163, 950164, 950165, 950166, 950167, 950168, 950169, 950170, 950171, 950172, 950173, 950174, 950175, 950176, 950177, 950178, 950179, 950181, 950182, 950183, 950184, 950185, 950186, 950187, 950188, 950189, 950190, 950191, 950192, 950193, 950229, 950194, 950195, 950196, 950197, 950198, 950199, 950200, 950201, 950202, 950203, 950204, 950205, 950206, 950207, 950208, 950209, 950210, 950211, 950212, 950213, 950214, 950215, 950216, 950217, 950219, 950220, 950221, 950222, 950223, 950224, 950225, 950226, 950227, 950037, 950038, 950039, 950040, 950041, 950042, 950043, 950044, 950045, 950046, 950047, 950048, 950049, 950050, 950051, 950052, 950053, 950055, 950056, 950061, 950062, 950063, 950064, 950065, 950066, 950067, 950068, 950069, 950070, 950071, 950072, 950073, 950074, 950075, 950076, 950077, 950078, 950079, 950081, 950082, 950083, 950084, 950085, 950086, 950087, 950088, 950089, 950090, 950091, 950092, 950093, 950094, 950095, 950096, 950097, 950098, 950100, 950101, 950102, 950103, 950104, 950105, 950106, 950107, 950108, 950109, 950110, 950111, 950112, 950113, 950114, 950115, 950116, 950117, 950118, 950119, 950120, 950121, 950122, 950123, 950124, 950125, 950126, 950127, 950128, 950015, 950016, 950017, 950018, 950019, 950020, 950021, 950022, 950023, 950024, 950025, 950026, 950027, 950028, 950029, 950030, 949994, 949995, 949996, 949997, 949998, 949999, 950000, 950001, 950002, 950003, 950004, 950005, 950006, 950007, 950008, 950009, 950010, 950011, 950012, 950013, 950014, 950035, 951319, 951320, 951321, 951322, 951323, 951324, 951325, 951326, 951327, 951328, 951329, 951330, 951331, 951332, 951333, 951334, 951335, 951336, 951337, 951673, 951293, 951294, 951295, 951296, 951297, 951298, 951299, 951300, 951301, 951302, 951303, 951304, 951305, 951306, 951307, 951308, 951309, 951310, 951311, 951312, 951313, 951314, 951315, 951316, 951317, 951318, 960834, 960835, 960836, 960838, 960839, 960840, 960842, 960843, 960844, 960845, 960846, 960896, 961350, 961351, 961352, 961353, 961354, 961355, 961356, 961357, 961358, 961359, 961360, 961361, 961362, 961363, 961245, 961246, 961247, 961248, 961249, 961250, 961251, 961252, 961253, 961254, 961255, 961257, 961258, 961259, 961260, 961261, 961262, 961263, 961264, 961265, 961266, 961267, 961268, 961269, 961270, 961271, 961272, 961273, 961274, 961275, 961276, 961277, 961278, 961279, 961280, 961281, 961282, 961283, 961284, 961285, 961286, 961287, 961288, 961289, 961290, 961291, 961292, 961293, 961294, 961295, 961296, 961297, 961298, 961299, 961300, 961301, 961302, 961303, 961304, 961305, 961306, 961307, 961308, 961309, 961310, 961311, 961312, 961313, 961314, 961315, 961316, 961317, 961318, 961319, 961320, 961321, 961322, 961323, 961324, 961325, 961327, 961328, 961329, 961330, 961332, 961333, 961334, 961336, 961337, 961338, 961339, 961340, 961341, 961342, 961343, 961345, 961346, 961347, 961348, 962447, 962448, 962449, 962450, 962451, 962452, 962372, 962373, 962374, 962375, 962376, 962377, 962378, 962379, 962380, 962381, 962382, 962383, 962384, 962385, 962386, 962387, 962388, 962389, 962390, 962391, 962392, 962393, 962394, 962396, 962397, 962398, 962399, 962400, 962401, 962402, 962403, 962404, 962405, 962406, 962407, 962408, 962409, 962410, 962411, 962412, 962413, 962414, 962415, 962416, 962417, 962418, 962419, 962420, 962421, 962422, 962423, 962424, 962425, 962426, 962427, 962428, 962429, 962430, 962431, 962432, 962433, 962434, 962435, 962436, 962437, 962438, 962439, 962440, 962441, 962443, 962444, 962445, 962446

EXHIBIT E

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2025-_____

RESOLUTION ADOPTING AND AUTHORIZING THE CHAIR’S SIGNATURE TO
THE SECOND AMENDMENT OF
THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN KITTITAS COUNTY, WASHINGTON AND SUNCADIA RESORT
LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
SUNCADIA MASTER PLANNED RESORT

WHEREAS: Kittitas County and Suncadia Resort LLC’s predecessors in interest previously entered into that certain Amended and Restated Development Agreement as defined in that certain *Second Amendment of Amended and Restated Development Agreement By and Between Kittitas County, Washington and Suncadia Resort LLC Relating to the Development Commonly Known as Suncadia Master Planned Resort*, a copy of which is attached hereto and incorporated herein by reference (the “Second Amendment”).

WHEREAS: Kittitas County and Suncadia Resort LLC have reached agreement regarding those amendments to the Development Agreement set forth in the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Kittitas County Commissioners, after due deliberation and in the best interest of the public, does hereby adopt and authorize Chair signature on the Second Amendment.

DATED this _____ day of _____, 2025, at Ellensburg, Washington

KITTITAS COUNTY

By: _____, Chairman

By: _____, Vice-Chairman

By: _____, Commissioner

EXHIBIT E

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

By: _____
Prosecutor/Deputy Prosecutor

EXHIBIT D

RECEIVED
SEP 29 2025

Kittitas County CDS

SECOND AMENDMENT OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN
KITTTAS COUNTY, WASHINGTON AND SUNCADIA RESORT LLC
RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
SUNCADIA MASTER PLANNED RESORT

THIS SECOND AMENDMENT OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Second Amendment") is dated, for reference purposes, the _____ day of _____, 2025, by and between by and between Suncadia Resort LLC, a Delaware limited liability company ("Suncadia") and Kittitas County, a Washington municipal corporation (the "County").

RECITALS

A. The County and/or Suncadia's predecessors in interest previously entered into certain documents pertaining to the development of property located in Kittitas County in the State of Washington now known as the Suncadia Master Planned Resort including, but not limited to, the following:

1. *Development Agreement by and Between Kittitas County, Washington, Trendwest Resorts, Inc. And Trendwest Investments, Inc., Relating to the Development Commonly Known As Mountainstar Master Planned Resort* dated October 10, 2000, adopted by the County pursuant to **Ordinance No. 2000-16**, and recorded under **Kittitas County Auditor's File No. 200010240006** (the "2000 Agreement");
2. *An Ordinance Amending Ordinance 2000-15, Ordinance 2000-16, and MountainStar Conditions related to Condition C-34*, adopted by the County September 4, 2001, pursuant to **Ordinance No. 2001-14** (sometimes referred to as the 1st Amendment of the 2000 Agreement)
3. *An Ordinance Amending Ordinance 2000-16*, adopted by the County April 29, 2002, pursuant to **Ordinance No. 2002-005**
4. *An Ordinance Amending Ordinance 2000-16*, adopted by the County September 2, 2003, pursuant to **Ordinance No. 2003-13**
5. *Resolution Amending the Development Agreement Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort to Allow for the Use of Binding Site Plans*, resolved December 5, 2006, under **Resolution No. 2006-170** (sometimes referred to as the 2nd Amendment of the 2000 Agreement and referred to hereinafter as the "Binding Site Plan Amendment")
6. *Resolution Amending the Development Agreement Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort Setting Specific Dates for Fire Station Construction*, resolved February 12, 2007, under **Resolution No. 2007-11** (sometimes referred to as the 3rd Amendment of the 2000 Agreement)

EXHIBIT D

7. *Resolution Amending Conditions C-45 and C-46 of the Development Agreement Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, resolved September 18, 2007, under **Resolution No. 2007-119** (sometimes referred to as the 4th Amendment of the 2000 Agreement)
8. Comprehensive Plan Amendments adjusting the MPR boundaries approved under **Ordinance Nos. 2002-23, 2003-18, 2004-44, 2005-40 and 2006-63** and the resultant adjustments to the Master Planned Resort Zoning District (collectively, the “MPR Boundary Adjustments”)
9. *Resolution Adopting the Fifth Amendment to Development Agreement By and Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, resolved April 1, 2008, under Resolution No. 2008-61 which resolution was subsequently rescinded by Resolution No. 2009-37
10. *Amended and Restated Development Agreement By And Between Kittitas County, Washington and Suncadia LLC Relating To The Development Commonly Known As Suncadia Master Planned Resort*, dated December 2, 2008, adopted by Kittitas County pursuant to *Resolution Adopting the Sixth Amendment to Development Agreement By and Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, dated April 7, 2008 and adopted under **Resolution No. 2009-37** (said resolution referring to itself as the Sixth Amendment to the 2000 Agreement), and recorded April 16, 2009, under **Kittitas County Auditor’s File No. 200904160090** (hereinafter the “Amended and Restated Development Agreement”)
11. *Resolution Adopting the Seventh Amendment to Development Agreement By and Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, resolved June 2, 2009, under **Resolution No. 2009-78** (said resolution referring to itself as the Seventh Amendment the 2000 Development Agreement and referred to hereinafter as the “First Amendment of the Amended and Restated Development Agreement”)
12. *Resolution Authorizing the Transfer of the Suncadia Property and Development Agreement and its Entitlements, Obligations, Covenants and Conditions* entered into March 30, 2012, under **Resolution No. 2012-032**, together with *Resolution to Authorize Assignment of Rights in Matter of Suncadia* adopted August 21, 2012 under **Resolution No. 2012-101** and *Agreement Ratifying and Confirming Development Agreement by and between Kittitas County, Washington, Suncadia LLC, and New Suncadia LLC* (the “Transfer to New Suncadia”)
13. *Resolution Authorizing the Transfer of the Suncadia Property and Development Agreement and its Entitlements, Obligations, Covenants and Conditions* entered into July 6, 2021, under **Resolution No. 2021-100** together with *Agreement Ratifying and Confirming Development Agreement by and between Kittitas County, Washington, New Suncadia LLC and Suncadia Resort, LLC* (the “Transfer to Suncadia Resort”)

For purposes of this document, (a) the amendments to the 2000 Agreement which are identified in Sections A(2) through A(8), collectively, shall be hereinafter be included in the

EXHIBIT D

definition of the "2000 Agreement" and (b) the Amended and Restated Development Agreement and First Amendment of the Amended and Restated Development Agreement (collectively, the "Restated Agreement"), together with the Transfer to New Suncadia, Transfer to Suncadia Resort, and such portions of the 2000 Agreement which are not superseded by the Restated Agreement including, but not limited to, the 2000 Exhibits and the Binding Site Plan Amendment, shall be referred to collectively as the "Development Agreement".

B. Pursuant to (i) the Transfer to New Suncadia and (ii) the Transfer to Suncadia Resort, Suncadia Resort LLC, a Delaware limited liability company, is the successor in interest to Suncadia LLC, a Delaware limited liability company, which was the successor in interest to Trendwest Resorts, Inc., an Oregon Corporation, Trendwest Investments, Inc., a Washington corporation, and MountainStar Development, LLC, a Delaware limited liability company.

C. The Term of the Development Agreement is 30 years ending October 9, 2030.

D. The Parties have agreed to extend the Term and otherwise amend the Development Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the ongoing benefits to the parties described in the Amended and Restated Development Agreement, including but not limited to those set forth in Recital H thereof, and together with the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. Except as specifically provided herein, defined terms used herein shall have the same meaning as set forth in the Development Agreement.
2. The definition of "Suncadia" as it pertains to Suncadia LLC, a Delaware limited liability company, shall hereafter refer to Suncadia Resort LLC, a Delaware limited liability company.
3. The Term of the Development Agreement is hereby extended by 15 years and as such, Section 1.2 and definition of "Term" set forth in Section 2 of the Development Agreement are amended to read as follows:

"1.2 Term. The term referenced in this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of ~~thirty-fourty-five~~ (3045) years, ending October 9, ~~2030~~2045. The date of this Agreement shall have no effect on the Term."

"Term" shall mean ~~thirty-fourty-five~~ (3045) years commencing upon the Effective Date, as set forth in Section 1.2 of this Agreement."

4. The effective date of the amendments contained in this Second Amendment shall be the date first above written.

EXHIBIT D

5. Except as amended and supplemented herein, the Development Agreement shall remain in full force and binding effect; provided, however, in the event of any conflicts between the Development Agreement and this Second Amendment, this Second Amendment shall control.

The remainder of this page left intentionally blank.

EXHIBIT D

IN WITNESS WHEREOF the parties have signed and delivered this Second Amendment as of the day and year first above written.

KITTITAS COUNTY

By: _____
Its: Chairman
As authorized by Resolution No. 2025-_____

Approved As To Form:

_____, Deputy Prosecuting Attorney

SUNCADIA RESORT LLC, a Delaware limited liability company
By its Managing Member, LCIF Suncadia LLC, a Delaware limited liability company

By: _____
Its: _____

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Kittitas County Board of County Commissioners, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 2025.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

EXHIBIT D

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be _____ of LCIF Suncadia LLC, a Delaware limited liability company, the Managing Member of **Suncadia Resort, LLC, a Delaware limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2025.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be _____ of LCIF Suncadia LLC, a Delaware limited liability company, the Managing Member of **Suncadia Resort, LLC, a Delaware limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

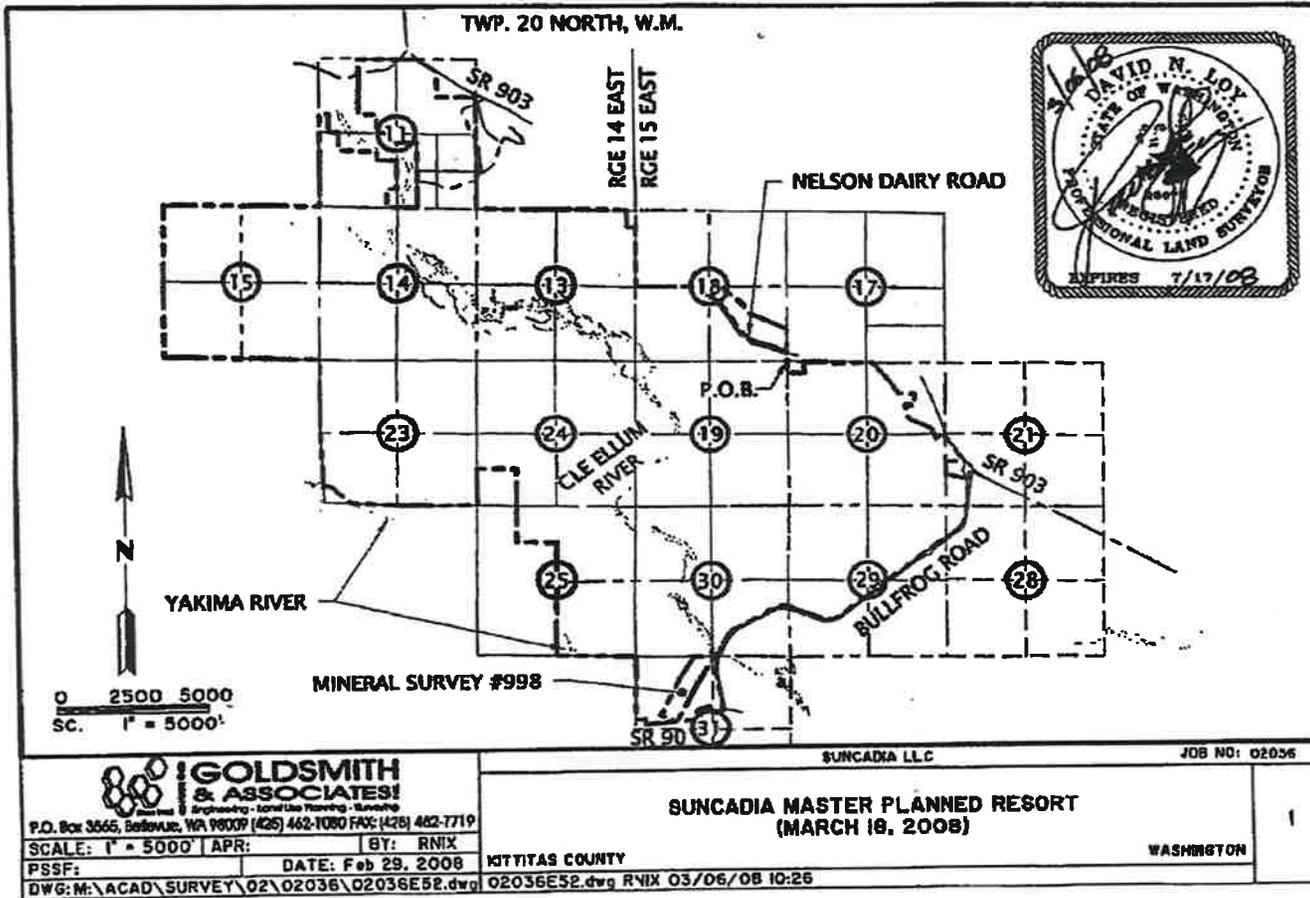
GIVEN under my hand and official seal this ____ day of _____, 2025.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

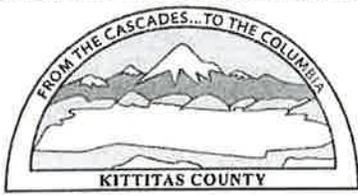
EXHIBIT A

RECEIVED
SEP 29 2025

Kittitas County CDS



Filed for Record 04/16/2009 04:46:53 PM - Kittitas County, WA Auditor - 200904160090 Page 68 of 118



**KITTITAS COUNTY
COMMUNITY DEVELOPMENT SERVICES**

Receipt Number: CD25-02099

411 N. Ruby St., Suite 2
Ellensburg, WA 98926
509-962-7506 / <https://www.co.kittitas.wa.us/cds/>

Payer/Payee: SUNCADIA RESORT LLC
770 Suncadia Trail
CLE ELUM WA 98922

Cashier: JESSIE ROSENOW
Payment Type: CHECK (14366)

Date: 09/29/2025

DV-25-00001 Development Agreement

UNKNOWN

Fee Description

Fee Amount Amount Paid Fee Balance

Development Agreement

\$880.00 \$880.00 \$0.00

DV-25-00001 TOTALS: **\$880.00** **\$880.00** **\$0.00**

TOTAL PAID: **\$880.00**



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

Building Partnerships – Building Communities

December 16, 2025

Suncadia Resort LLC
Attn: Mark Thorne
770 Suncadia Trail
Cle Elum WA 98922

RE: Request for Amended Development Agreement to Suncadia Resort (DV-25-00001)

Dear Applicant,

Your application for an amendment to the Development Agreement pertaining to the Suncadia Master Planned Resort was received on September 29, 2025. The application has been reviewed by county staff and is Deemed Complete as of December 16, 2025. Continued processing of your application will include, but not be limited to the following actions:

1. Posting of the property by the applicant is required along each street frontage. Signage may be obtained at the Community Development Services offices during regular business hours.
2. According to KCC 15A.030.060, a Notice of Application will be sent to the public (adjacent landowners), Kittitas County departments, and non-County governmental agencies inviting written comments on this proposal.
3. Requests for clarification, amendments, or additional information may be sent to you following the public comment period.
4. Notification of the public hearing date.
5. The Board of County Commissioners will consider recommendation from staff regarding the proposal and make a final decision on the proposed Development Agreement.

You may pick up the “Land Use Action” sign at the CDS office during regular business hours to be posted on-site so it is visible to the traveling public and return the signed affidavit of posting to my attention. Applicants are encouraged to provide photos of site posting with the signed affidavit of posting.

If you have any questions regarding this matter, please feel free to contact our office at (509)-962-7506.

Sincerely,

Jamey Ayling
Planning Manager
Kittitas County Community Development Services
411 N Ruby St # 2, Ellensburg, WA 98926
(509) -962-7065, email: jamey.ayling@co.kittitas.wa.us.



MEMORANDUM

Date: December 15, 2025

To: Chad Bala, *Director Kittitas County Community Development Services*

From: Tucker Stevens and Mark Thorne, Suncadia Resort

RE: Suncadia Development Agreement Extension Request – Clarification on Emergency Egress

To support the Suncadia Development Agreement extension request, this memo provides clarification regarding emergency egress from and through Suncadia Resort as requested by Kittitas County. Specifically, this memo describes a commitment by Suncadia to provide for emergency egress routes from the surrounding community in upper Kittitas County through the resort during an emergency evacuation.

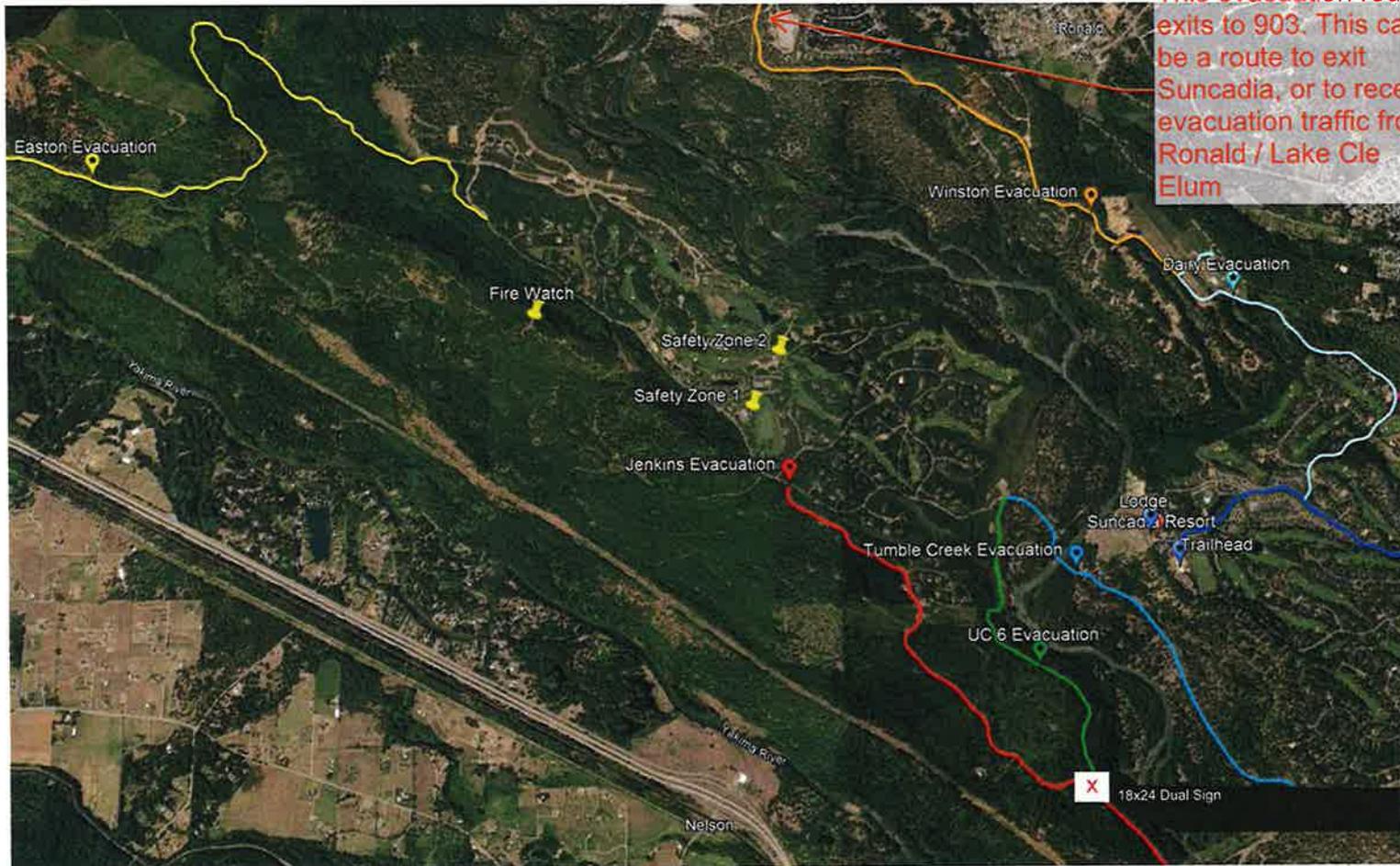
Two exhibits are included as part of this memo. The first shows the official Suncadia and Tumble Creek evacuation routes that we provide to our residents (“MPR Evacuation Routes”). This directs traffic to Suncadia’s two access points at Swiftwater Drive / Highway 903 and Suncadia Trail / Bullfrog Road, both of which can be used during emergency evacuations. Exhibit 2 shows four existing gated locations that we believe would be good routes for supporting emergency evacuations from the surrounding communities if those gates were opened during said emergency. Vehicles from the surrounding community could drive through Suncadia and avoid potentially congested roads in Ronald or Roslyn. These gated locations include a gate at Nelson Farm, a gate near Fire District #7 off Bullfrog Road, a gate near the Roslyn Cemetery connecting Nelson Dairy Road and Swiftwater Drive, and a gate off Steam Gin Loop connecting to Highway 903.

The current Development Agreement Exhibit J Section 3 “Roads & Non-motorized Facilities” allows access tracts to be designated as emergency access. When originally written, this section of the Development Agreement was likely intended only for the Master Planned Resort. However, concurrent with the extension request and per comments by the County, Suncadia is proposing that this Section of the Development Agreement be interpreted as providing for emergency access in *both* directions thereby providing for additional community wide egress options. The identified emergency access tracts described above and shown in the provided Exhibits and as designated pursuant Exhibit J will be available in case of an emergency to the surrounding communities.

Sincerely,

Tucker Stevens and Mark Thorne

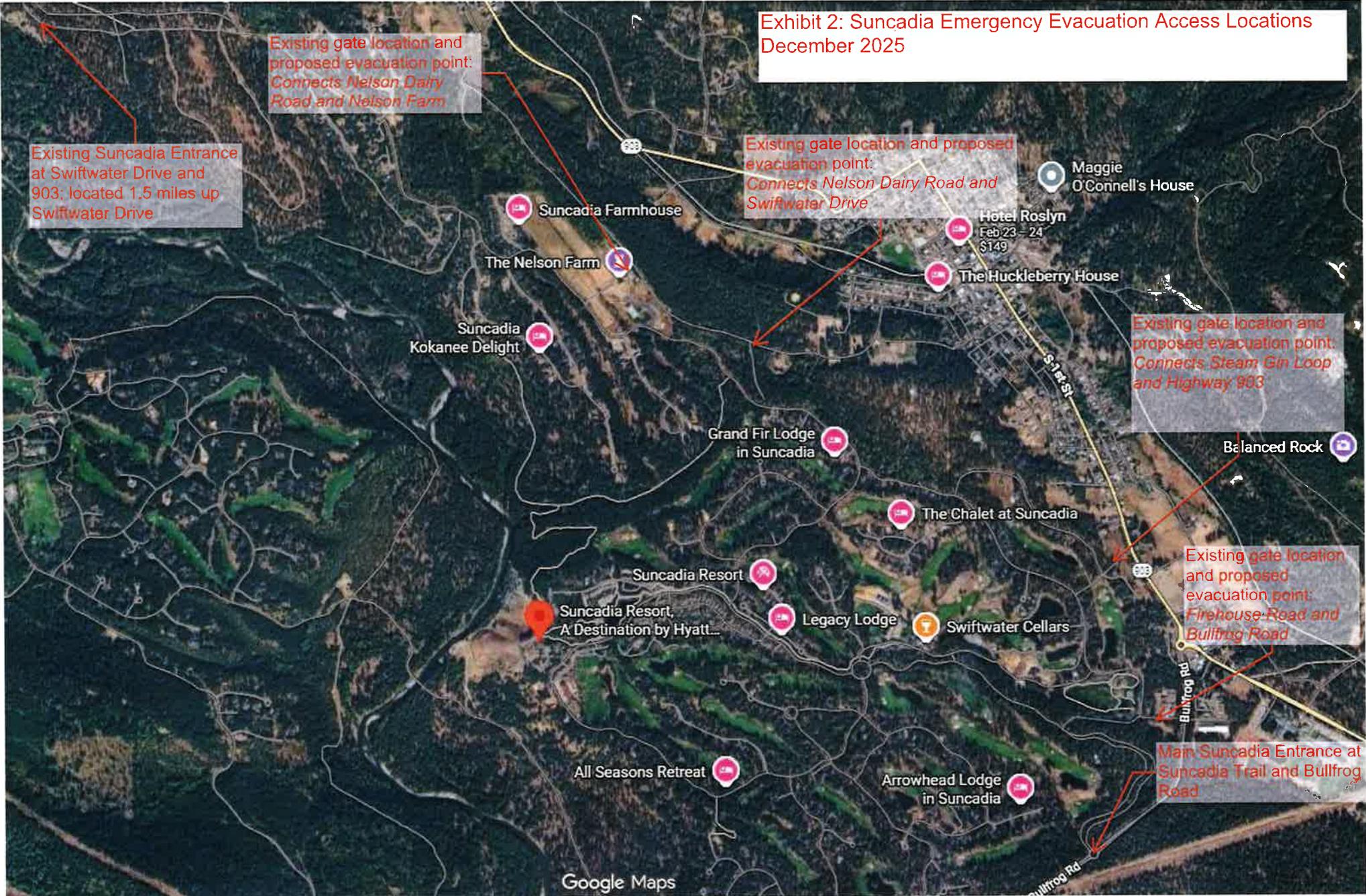
Exhibit 1



This evacuation route exits to 903. This can be a route to exit Suncadia, or to receive evacuation traffic from Ronald / Lake Cle Elum

- Tumble Creek Route 1 (Easton Evacuation–6.75 miles–Improved Dirt Road)
- Tumble Creek Route 2 (Jenkins Evacuation–2.5 miles– 2 Lane Asphalt Road)
- Tumble Creek Route 3 (Utility Corridor 6A Evacuation–2.0 miles–Improved Dirt to 2 Lane Asphalt Road)
- Tumble Creek Route 4 (Utility Corridor 6B Evacuation–1.5 miles–Improved Dirt Road)
- Suncadia Route 1 (Winston Evacuation–3.0 miles–2 Lane Asphalt Road)
- Suncadia Route 2 (Dairy Evacuation–1.2 miles–2 Lane Asphalt Road)
- Suncadia Route 3 (903 Evacuation–1.0 miles–2 Lane to 1 Lane Asphalt Road)
- Suncadia Route 3B (Firehouse Evacuation–0.75 miles–2 Lane Asphalt Road)
- Suncadia Route 4 (Bullfrog Evacuation–2.5 miles–2 Lane Asphalt Road)

Exhibit 2: Suncadia Emergency Evacuation Access Locations
December 2025





KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926
CDS@CO.KITTITAS.WA.US
Office (509) 962-7506
Fax (509) 962-7682

"Building Partnerships – Building Communities"

AFFIDAVIT OF POSTING

Effective July 19, 2007, Kittitas County Code requires all project actions that are not processed administratively to have a notice posted at the site of the project. Per KCC 15A.03.110 the following applies:

1. The applicant shall post the subject property with signs as required by Community Development Services.
2. Signs shall be posted on each road frontage on the subject property and shall be clearly visible and accessible.
3. Signs shall be posted and on-site prior to the issuance of a Notice of Application.
4. The sign shall be posted in a sturdy manner to remain on-site until fifteen days after the expiration of the Notice of Decision appeal period. It shall be the responsibility of the applicant to properly dispose of the sign.
5. At the time of development application, Community Development Services will identify the number of signs needed and the general location of each sign on the subject property.
6. It shall be the responsibility of the applicant to place the structure on which the sign will be posted on site. At such time the structure and sign is in place, the applicant shall contact Community Development Services.

DATE: December <u>17</u> , 2025	PLANNER: Jamey Ayling

PROJECT NAME: Suncadia Development Agreement	FILE NUMBERS: (DV-25-00001)
--	-----------------------------

PLEASE COMPLETE THE FOLLOWING:

I, Tucker Stevens, certify that I am the landowner and/or authorized agent responsible for the posting of this land use project site and further certify that the site has been posted as required by Kittitas County Code. I understand that the required posting period begins immediately and ends 15 days after the ending of the appeal period on the Notice of Decision and the sign(s) will be posted at the site until this time. **Failure to post the site and return this form to Community Development Services in a timely manner will result in a delay of the application review for the project.**

Tucker Stevens
Signature

12/17/25
Date

Please return the above certification to CDS; Fax at 509-962-7682; or mail to; Community Development Services, 411 North Ruby Street, Suite 2, Ellensburg, WA 98926.

For Staff Use Only:
Received _____



KITTTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

“Building Partnerships – Building Communities”

NOTICE OF APPLICATION / NOTICE OF PUBLIC HEARING

Project File Number: DV-25-00001

Project Name: Suncadia Development Agreement

Applicant: Suncadia Resort LLC.

Agent: Mark Thorne, authorized agent for Suncadia Resort, LLC.

Notice of Application: December 18, 2025

Application Received: September 29, 2025

Application Complete: December 16, 2025

Location: The subject property is approximately a total of 6,320 acres and is located North of Bullfrog Road and West of Hwy 903, portions of sections 11,13, 14, 15, 23, 24, & 25 within T 20N., R 14E and sections 17, 18, 19, 20, 21, 28, 29, 30, & 31 T 20N, R15E., W.M. in Kittitas County.

Proposal: Suncadia Resort, LLC, obtained approval for the Suncadia Master Planned Resort with associated development agreement under Ordinance # 2000-16 on October 10, 2000. Pursuant to the conditions of the approval, Suncadia Resort, LLC has submitted a draft amendment to the Development Agreement. The draft Development Agreement includes provisions including, but not limited to, allowed uses, development standards, timelines, and mitigation measures. The specific request of the amendment is to extend the development project deadline from 30 to 45 years from the Development Agreement approval date, said expiration date being October 9, 2045.

Materials Available for Review: The submitted application, draft agreement, and related filed documents may be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926, or by navigating to <https://www.co.kittitas.wa.us/cds/land-use/default.aspx> and then to “Development Agreements” and then to the project file number. Phone: (509) 962-7506

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on January 26, 2026. Any person has the right to comment on the application and request a copy of the decision once made. Written comments submitted to the County regarding this application will be included in the public record in their entirety.

Environmental Review (SEPA): Pursuant to WAC 197-11-600(4)(a) the County has adopted the SEPA FEIS issued on April 10, 2000 as part of the original Mountainstar, Master Planned Resort. A copy of the threshold determination may be obtained from the County.

Public Hearing: An open record hearing is scheduled before the Board of County Commissioners on February 3, 2026 at 2:00 p.m. in the Commissioners Auditorium, 205 W 5th Ave STE 109 Ellensburg, WA

Required Permits: Final Development Plan (previously approved)

Required Studies: To be determined during comment period, if any.

Designated Permit Coordinator (staff contact): Jamey Ayling (509) 962-7065; email at jamey.ayling@co.kittitas.wa.us.

**KITTITAS COUNTY – NOTICE OF APPLICATION /
NOTICE OF PUBLIC HEARING**

Project Name: Suncadia Development Agreement
Applicant: Suncadia Resort LLC.
Agent: Mark Thorne, authorized agent for Suncadia Resort, LLC.

Notice of Application: December 18, 2025
Application Received: September 29, 2025
Application Complete: December 16, 2025

Location: The subject property is approximately a total of 6,320 acres and is located North of Bullfrog Road and West of Hwy 903, portions of sections 11,13, 14, 15, 23, 24, & 25 within T 20N., R 14E and sections 17, 18, 19, 20, 21, 28, 29, 30, & 31 T 20N, R15E., W.M. in Kittitas County.

Proposal: Suncadia Resort, LLC, obtained approval for the Suncadia Master Planned Resort with associated development agreement under Ordinance # 2000-16 on October 10, 2000. Pursuant to the conditions of the approval, Suncadia Resort, LLC has submitted a draft amendment to the Development Agreement. The draft Development Agreement includes provisions including, but not limited to, allowed uses, development standards, timelines, and mitigation measures. The specific request of the amendment is to extend the development project deadline from 30 to 45 years from the Development Agreement approval date, said expiration date being October 9, 2045.

Materials Available for Review: The submitted application, draft agreement, and related filed documents may be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926, or by navigating to <https://www.co.kittitas.wa.us/cds/land-use/default.aspx> and then to "Development Agreements" and then to the project file number. Phone: (509) 962 7506

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on January 26, 2026. Any person has the right to comment on the application and request a copy of the decision once made. Written comments submitted to the County regarding this application will be included in the public record in their entirety.

Environmental Review (SEPA): Pursuant to WAC 197-11-600(4)(a) the County has adopted the SEPA FEIS issued on April 10, 2000 as part of the original Mountainstar, Master Planned Resort. A copy of the threshold determination may be obtained from the County.

Public Hearing: An open record hearing is scheduled before the Board of County Commissioners on February 3, 2026 at 2:00 p.m. in the Commissioners Auditorium, 205 W 5th Ave STE 109 Ellensburg, WA

Required Permits: Final Development Plan (previously approved)

Required Studies: To be determined during comment period, if any.

Designated Permit Coordinator (staff contact): Jamey Ayling (509) 962-7065; email at jamey.ayling@co.kittitas.wa.us.

(Published in the N.K.C. TRIBUNE, Dec. 25, 2025.)

16.6" Line Legal (2x8.3)
RUN DATE: DEC. 25, 2025

Total cost = \$182.60

Please sign and fax back to: (509) 674-5571

Approved as shown.

Approved with indicated changes.

NORTHERN KITTITAS COUNTY
TRIBUNE
509-674-2511 • Cle Elum, WA

APPROVED BY

DATE

Line Legal
PUBLISH: 1 TIME



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

AGENDA STAFF REPORT

AGENDA DATE: January 6, 2026

ACTION REQUESTED: Request to set a public hearing for February 3, 2026 at 2:00 pm for the Board of County Commissioners to consider the Suncadia Development Agreement Amendment (DA-25-00001).

BACKGROUND: Mark Thorne, authorized agent for Suncadia Resort, LLC, landowner, submitted an application for a 15 year development agreement extension for The Suncadia Master Planned Resort. The proposed development was initially approved under Ordinance 2000-16 on October 10, 2000.

In conformance with the Development Agreement procedures the applicant has provided a summary of the project with a request to set an actual project deadline date of 45 years all due to the ongoing processes, that are out of the applicants control, in obtaining and meeting conditions placed upon this project along with fluctuations in the financial markets. Kittitas County Community Development Staff requests that the Board of County Commissioners set a public hearing for February 3, 2026 at 2:00 pm to hear public testimony and consider the Suncadia Development Agreement Amendment.

INTERACTION: Community Development Services, County Prosecutor and Board of County Commissioners

RECOMMENDATION: Approve request to set a public hearing for February 3, 2026 at 2:00 pm for BOCC consideration of the Suncadia Development Agreement Amendment.

ATTACHMENTS: N/A

LEAD STAFF: Jamey Ayling, Planning Manager

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

January 23, 2026

Subject: Comment on Proposed Extension of the Suncadia Development Agreement

My name is Ali Astrachan, and I am a homeowner in Suncadia. I am submitting this comment regarding Kittitas County's consideration of a request to extend the Suncadia Development Agreement.

For many of us who live in and care about this community, the Development Agreement represents a promise: that growth would occur responsibly, that impacts would be addressed, and that commitments made to the County and the public would be honored. Before any extension is granted, we must confirm if all promises have been kept.

The agreement requires infrastructure obligations, environmental protections, and verification of whether the project has secured sufficient water rights or resources to support full build-out. Yet the public record does not clearly show what has been completed and what remains outstanding. Residents are left uncertain whether key commitments are being honored.

Extending the agreement without a documented compliance review risks eroding trust, exposes the county to legal challenges, and makes enforcement of earlier obligations, especially time-sensitive ones, much harder.

I urge the County to require a formal compliance determination before any extension is granted. Any extension should be conditioned on verified fulfillment of all obligations, with no forgiveness of unmet commitments and clear expectations for remaining responsibilities.

Taking this step would demonstrate accountability, transparency, and respect for the community that has lived with the impacts of this development for many years. It would also reaffirm that development agreements matter and that the County stands behind the commitments made in them.

Respectfully,

Ali Astrachan
351 Big Rock Lane

From: [Ira Astrachan](#)
To: [Jamey Ayling](#)
Subject: Public Comment - Suncadia DA Extension (DV-25-00001)
Date: Friday, January 23, 2026 5:11:46 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

My name is Ira Astrachan and I am a homeowner in Suncadia. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development.

At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance, no waiver or retroactive forgiveness of unmet obligations, and clear timelines and reporting requirements for any remaining commitments.

Many Suncadia homeowners, including myself, value responsible development and a constructive partnership with Kittitas County. Verifying the applicability and compliance of the existing Development Agreement before granting additional time is an important step in maintaining transparency, accountability, and public trust.

Thank you for your consideration.

Ira Astrachan

From: [Greg Blaine](#)
To: [Jamey Ayling](#)
Subject: Suncadia master development plan extension
Date: Monday, January 19, 2026 9:59:03 AM
Attachments: [Suncadia Kittitas_DA 2.txt](#)

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

I have attached a prepared response to the extension of Suncadia's master development plan. I added a comment specifically about the Suncadia's requirement to provide certain infrastructure improvements. I am specifically concerned about the wastewater and sewage infrastructure, as I have concerns that those commitments have not been completed, and should be specifically addressed in any extension to the development plan.

Thank you
Greg Blaine
1461 Coal mine Way
Cle Elum Wa 98922

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

I am a Suncadia homeowner writing in response to the County's request for public comment on the proposed extension of the Suncadia Development Agreement. I support responsible and well-planned development. However, I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.

The Development Agreement includes numerous commitments related to infrastructure delivery (I am particularly concerned about Suncadia's requirement to provide improvements to the waste water and sewage infrastructure, and believe that the rapid pace of development has outpaced their required improvements. There are areas throughout the resort that smell or sewage which could indicate that the existing system is already over capacity.), public amenities, environmental mitigation, and cost allocation. These commitments were intended to protect residents, the public, and the County. To date, it is not clear that all such obligations have been fully satisfied or independently verified.

Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional.

Before any extension is considered, I respectfully request that the County require a comprehensive written compliance review of the existing Development Agreement. That review should document compliance status in detail and identify any outstanding obligations that must be cured.

If the County elects to proceed with an extension process, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance and with clear enforcement mechanisms for remaining obligations. This approach supports transparency, accountability, and public trust.

From: [Rex Bloesser](#)
To: [Jamey Ayling](#)
Cc: [Rex Bloesser](#); [Jack Bliss \(stobliss@comcast.net\)](#); [bdheintz77@gmail.com](#); [beck_douglas@hotmail.com](#)
Subject: Public Comments on proposed Suncadia DA extension
Date: Sunday, January 25, 2026 9:28:32 AM
Attachments: [image001.png](#)
Importance: High

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Jamey Ayling
Kittitas Community Development Services
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Mr. Ayling

I am a Suncadia homeowner writing in response to the County's request for public comment on the proposed extension of the Suncadia Development Agreement.

I support responsible and well-planned development. However, I believe it is premature to extend the agreement when the developer has not demonstrated full compliance with its existing, binding obligations. The Development Agreement contains numerous commitments related to infrastructure delivery, public amenities, environmental mitigation, and cost allocation. These provisions were intended to protect residents, the public, and the County. To date, it is **unclear whether** all such obligations have been fully satisfied or independently verified.

Examples include:

1. The basic supervision of builder contractors is not enforcing covered loads, parking, noise, and speed limits for developer contractors.
2. The developer has been shown to participate in a scheme that charges existing homeowners for pure development costs through an inclusive billing arrangement with the Suncadia water company.
3. The developer continues to control the HOA board and is charging the homeowners' HOA for builder trash removal and other builder costs.
4. The developer owes the HOA \$2.8 million, plus interest, related to a prior overcharge. The developer continues to ignore this obligation, and it now appears litigation will be required.
5. Ignoring the National Forest Fire Safety guidelines for trimming and setbacks
6. Many more

Granting additional time without first resolving outstanding compliance issues creates long-

term risk. Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional rather than required.

For these reasons, I respectfully request that the County conduct a comprehensive, written compliance review of the existing Development Agreement before any extension is considered. That review should clearly document the status of each obligation and identify any outstanding items that must be cured.

To my knowledge, there have been no enforcement actions or complaints only because the developer controls both the development process and the HOA board, including its ability to communicate with the County and other officials.

Please consider the following:

1. If an extension is granted, please immediately request that the HOA board be restructured as follows: one set of board seats reserved for the builder and one set of four seats reserved for homeowners, to be filled through open elections.
2. Before any extension, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance, and with clear enforcement mechanisms for any remaining obligations. This approach prioritizes accountability, protects the public interest, and maintains public trust in the development approval process.

Thank you for your consideration and for prioritizing enforcement, transparency, and long-term community integrity.



Rex and Polly Bloesser

Suncadia | 191 Larkspur Loop 98922

Rex Mobile: 206-331-2800 | Polly Mobile: 425-785-9481

mailto: rexb@enspiresp.com

From: [Alex Bogaard](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Wednesday, January 21, 2026 8:30:07 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

I am a Suncadia homeowner writing in response to the County's request for public comment on the proposed extension of the Suncadia Development Agreement. I support responsible and well-planned development. However, I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.

The Development Agreement includes numerous commitments related to infrastructure delivery, public amenities, environmental mitigation, and cost allocation. These commitments were intended to protect residents, the public, and the County. To date, it is not clear that all such obligations have been fully satisfied or independently verified.

Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional.

Before any extension is considered, I respectfully request that the County require a comprehensive written compliance review of the existing Development Agreement. That review should document compliance status in detail and identify any outstanding obligations that must be cured.

If the County elects to proceed with an extension process, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance and with clear enforcement mechanisms for remaining obligations. This approach supports transparency, accountability, and public trust.

Wendi Bogaard

From: [RICHARD BRECKENRIDGE](#)
To: [Jamey Avling](#)
Subject: DV-25-00001
Date: Friday, January 23, 2026 7:34:00 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Re: Suncadia Development Agreement Extension

To Whom It May Concern,

The current Suncadia Development Agreement contains several binding obligations that have not been satisfied in a timely manner.

As a homeowner, I respectfully request that the County perform a compliance review and condition the granting of the subject Extension request on first the fulfillment of existing contractual obligations.

Thank you for your consideration.

Richard C. Breckenridge
Suncadia address: 1241 Coal Mine Way

206-972-1090

Members of the County Planning Commission;

I am Bruce Chattin, 281 Rocking Chair Rd., Suncadia. I am a full time resident and a Homeowner's Representative to the SROA Board of Directors.

Thank you for this opportunity to comment on the proposed extension of the Suncadia Development Agreement and I Support the extension request as recorded.

I appreciate the assistance of Jamey Ayling and Bradley Gasawski for their assistance in providing an accurate overview of the proposed extension. Their knowledge provided me the opportunity to communicate to our homeowners, what the proposed extension of the Development Agreement was and wasn't and most importantly, what the changes were and were not in the proposed extension. There are only 2 tracked changes contained in the Second Amendment of the Restated Agreement in Exhibit D and those are to amend the dates of the current agreement from 2030 to 2045.

I also appreciate the similar comments our Suncadia homeowners have provided.

The proposed extension of the current agreement recognizes the downturn in economic, construction and real estate markets that have occurred making the ability to meet the 2030 completion date difficult to achieve. The extension allows Suncadia to extend the date to build out the resort under the same terms and conditions as are currently in place.

Additionally, it requires the installation of Knox boxes on gated neighborhoods and the 903 gate for Fire Department access and keeping the 903 gate open during an evacuation order.

Our current developer; New Suncadia has been in place for 4 years and inherited the 2000 and restated 2008 current development agreements from two previous developers. I appreciate efforts of the County and Developer to review the overall progress and conditions being met.

Thank you again for this opportunity and would urge the Commission to pass the extension request of the current Developer Agreement. My comments are submitted as written comments as well.

Respectfully,



Bruce Chattin
281 Rocking Chair Rd. Cle Elum WA 98922-3150
206 571-3395 // bchattin427@icloud.com

RECEIVED

FEB 03 2026

KITTITAS COUNTY
BOARD OF COMMISSIONERS

BOCC
CDS
PH file

From: [Paul Clark](#)
To: [Jamey Ayling](#)
Subject: Public comment on Suncadia DA
Date: Tuesday, January 20, 2026 9:12:58 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Jamey:

I am a Suncadia homeowner submitting this public comment regarding the proposed extension of the Suncadia Development Agreement. I support responsible development, but I believe it is essential that the County verify compliance with the existing agreement before granting any extension.

The current Development Agreement establishes clear requirements concerning infrastructure delivery, environmental mitigation, public amenities, and financial responsibilities. Given the length and complexity of this project, it is not clear that all obligations have been fully satisfied or documented.

Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.

Granting an extension without this verification risks carrying unresolved obligations forward and undermines confidence in the Development Agreement process. A compliance review protects residents, future buyers, and the County itself.

Thank you for your attention to this request.

Paul Clark

VP | CO+I AI Delivery

office 425.705-8638 | mobile 602.614.6316

paclar@microsoft.com

For support please contact Toni Flynn tonif@microsoft.com

Classified as Microsoft Confidential

From: briancrews@aol.com
To: [Jamey Ayling](#)
Subject: Public Comment on Suncadia DA extension
Date: Thursday, January 22, 2026 7:17:27 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Dear Jamey,

I am not opposed to an extension of the Development Agreement between the County and Suncadia with the following conditions:

- An assessment of compliance with the initial agreement is conducted by the County.
- All areas of non-compliance are included into the new DA extension agreement with accelerated terms of compliance with enforceable milestones and penalties for continued non-compliance.

Sincerely,

Brian Crews
570 Larkspur Loop

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2 Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

I am a homeowner in Suncadia. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

I am not opposed to responsible development. My request is that the County review and verify compliance with the existing Development Agreement before considering any extension.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development.

At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance, no waiver or retroactive forgiveness of unmet obligations, and clear timelines and reporting requirements for any remaining commitments.

Many Suncadia homeowners, including myself, value responsible development and a constructive partnership with Kittitas County. Verifying the applicability and compliance of the existing Development Agreement before granting additional time is an important step in maintaining transparency, accountability, and public trust.

PEDER DAVIS 
450 Farmhouse WAY
Cle Elum WA 98922

From: [Richard D](#)
To: [Jamey Ayling](#)
Subject: Suncadia: Extension of Development Agreement (Project DV-25-00001 Suncadia)
Date: Saturday, January 24, 2026 10:52:31 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

To: Kittitas Community Development Services

We have been Tumble Creek property/home owners since 2005 and have endured multiple changes of majority ownership of the Suncadia / Tumble Creek development, with the one constant being Lowe Enterprises as the designated "Developer". We have experienced the continued erosion of the Development's original vision, resulting in misrepresentations, unfulfilled promises and risk of diminished value of our significant investment in the community.

Our request is that Kittitas Community Development Services perform a **comprehensive compliance review** prior to any decision granting the extension of a **Development Agreement**. It is in the long-term interest of all (current and future property owners, Kittitas County and the Developer) to assure the Developer's full compliance with its existing obligations.

Richard & Linda Dix
241 Morning Star Lane (Tumble Creek)
Cle Elum WA 98922

From: [Steve Dowd](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Public comment
Date: Monday, January 19, 2026 11:15:25 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

We bought our lot in Suncadia in 2004, built a house in 2006/2007 and have lived here full time since 2010.

We have seen a lot of agreements and promises come and go during that time

We are concerned that the developer(s) have not fully complied with the Development Agreement currently in effect.

Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability.

We request that the County require a written compliance determination confirming that all obligations have been satisfied or identifying those that remain outstanding before considering an extension.

Thank you for considering our comments.

Steve and Debbie Dowd
121 Solstice Drive
Cle Elum, WA 98922

stevedowd121@gmail.com
509-674-6614 (home, voicemail)
206-498-6300 (cell, text, voicemail)

January 24, 2026

Re: Suncadia Application for a 15-year extension of the MPR

Kittitas County Team and Board Members,

Over the last 20+ years we have experienced life in the Upper County. I am for development and follow through on a developer's promises. We bought our vacant homesite in August of 2006 in Suncadia and started building shortly thereafter and finished in December of 2008. There are a large number of fabulous people in greater areas. Our issue is with the developer (Lowe) and Association Manager of Suncadia (SMC). It has been a very disappointing experience as they discriminate against the Suncadia Owners and have a history of Mis Appropriation of funds from the Associations that is currently funded by 82% by the private Suncadia and Tumble Creek owners. They have misappropriated approximately \$2.9 million in the last several years and have not paid these funds back after disclosure about 2 years ago. **Why would Kittitas County approve a 15-year extension of the MPR Development Agreement when that will add Millions \$\$ to the value of the resort's future development when the current Owners/Developer sells to another? I hear that the developer is looking to sell Tumble Creek (No Confirmation). What is the benefit for the current property owners or the County?** I'm not aware of any requirement to extend the MPR agreement and especially a 15-year extension of the pain to taxpayers. Any extension will also extend the developers' ability to mismanage the associations per the CC&R's. **Please review the facts below showing some of the dishonesty of the current Developer/Manager.**

Why would you sentence the current property owners that bought into the resort, to more dishonesty? Note that the developer did not pay their property taxes on developer owned property for several years of the MPR being underway when the private property owners did.

If you are going to consider any extension of the MPR, Kittitas County should review the application just like a new application for development. All of the studies are older than 20 years. That includes all updated 2026 traffic studies including the impacts from the Bullfrog Property that is currently being developed with 1334 residential units, Updated EIS, Updated SEPA, Updated Water Rights/Current Use and if the developer has complied with all of the requirements of the original MPR approval. I am not aware of any requirement for an extension of any MPR for 15 years! I'm sure this subject will be part of the next Kittitas County Election discussion between candidates. Vote to deny the developer's request to benefit the residents so that the

developer will expedite improvements to increase the value of their assets within the next 5 years.

- **Commingling of Funds.** The Developer and Suncadia Management Company commingled Approx. \$800,000.00 prior to 2009, between Tumble Creek, Suncadia Residential Owner Association, Suncadia Community Council and Lowe-The Developer. This took 3 years to clean up. **\$800,000.00 +-**
- **Mis Appropriated Funds.** Over several years, behind the scenes, Lowe, the developer and Suncadia Management Company, misappropriated approx. \$2.9 million dollars from the associations and after disclosing it 2 years ago, have not paid the money back to the associations. **\$2,900,000.00+-**
- **Current Misappropriation of Suncadia Community Council Funds...**Suncadia Management Company and the developer (Lowe+) have Mis Appropriated \$528,400.00 for the Firewising of Developer Owned/Non-Open Space, Non-SCC Properties in 2025. **\$528,400.00**
- The Suncadia Water Company was sold and Roger Beck, Managing Director sent owner a letter that stated that **“There will be no change in your water and sewer rates as a result of the sale.”** Water and sewer rates have increased almost annually since this change and now we are paying double what the rates were in 2020.
- **Riverfront Park Access.** All residential owners pay for equal access to SCC properties. The SCC riverfront park is accessed by TC owners' vehicles, Outside Golf Members vehicles of the TC Golf Course who pay Thousands in membership fees to the developer and about 140 property owners' vehicles that have legal access through Tumble Creek in their automobiles. The access is over a non-exclusive easement that TC and others use but do not own. The property owners in Suncadia that pay for the lion's share of the SCC budget only have access to the riverfront park via the hundreds of steps behind the lodge. This means that anyone that has any handicap or doubt about descending the hundreds of concrete steps down to the river or back up the hundreds of steps do not have equal access. This has been discussed for several years and as of today, there is no equal access over the developer's property to access the park. Visit the Lodge, stand at the top of the steps, and you will immediately understand the issue.
This is Discrimination!

Older but not close to all of the developer issues.

- Wine In The Pines Suncadia Marketing Event- The developer used \$25,000.00 from the SROA to buy wine from wineries for a marketing event, then charged owners a fee of \$42.50 per attendee. When the event was over, Lowe was going to use the remaining wine (paid for by the association) to sell within their retail operations with no consideration to the SROA.
- Late Completion of Rope Rider Golf Course. The RR Course was completed 3 years later than Lowe represented after several owners hired an attorney to press the subject as Chris Kelsey, VP of Lowe's made commitments when the lots were sold that Rope Rider was to be finished by 2008.
- The Suncadia Management Company did not disclose the management agreement with their subsidiary to any purchaser through the Public Offering Statement as required by law. To this date, the management agreement has not been distributed to the owners or posted on the Suncadia Website, nor is it disclosed as a part of the Public Offering Statement.
- **Suncadia Village Misrepresentation.** Lowe represented that the Village was to be built as soon as the Lodge was completed by the same contractor that was building the lodge in 2009. Needless to say, the village is now being built 17 years later than promised.

Note that Lowe's commitments were used as sales tools, and their misrepresentations extend for many years. *There is a generation of original purchasers that never got to experience what was promised by Lowe when they purchased their property.*

Regards,
Fred Mattison
461 Larkspur Loop
Cle Elum, WA 98922
206-947-4639

From: [kurt Fresh](#)
To: [Jamey Ayling](#)
Subject: Re: Suncadia Development Agreement Extension
Date: Tuesday, January 20, 2026 10:35:39 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

We are Suncadia homeowners that are submitting this public comment regarding the proposed extension of the Suncadia Development Agreement. We support responsible development, but we believe it is essential that the County verify compliance with the existing agreement before any extension is granted.

The current Development Agreement establishes clear requirements concerning infrastructure delivery, environmental mitigation, public amenities, and financial responsibilities. Given the length and complexity of this project, it is not clear to us that all obligations have been fully satisfied or documented.

Before considering an extension, we respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.

Granting an extension without this verification risks carrying unresolved obligations forward and undermines confidence in the Development Agreement process. A compliance review protects residents, future buyers, and the County itself.

Thank you for your attention to this request.

Kurt and Laurie Fresh
1581 Larkspur Loop
Cle Elum, WA 98922

From: [Stacy Heintz](#)
To: [Jamey Ayling](#)
Subject: Suncadia Proposed Extension
Date: Monday, January 19, 2026 1:10:31 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Hi Jamey-

My name is Stacy Heintz and I am a Suncadia homeowner since 2004, submitting public comment on the proposed extension of the Suncadia Development Agreement.

I am far from anti-development (I have a background in real estate) but I want responsible development. I propose that the County review the existing Development Agreement for compliance before approving any extension.

The developer is hoping to sell the resort at some point and granting an extension without first documenting compliance makes it harder and potentially more expensive for us to enforce unfulfilled commitments after the fact. We need a written compliance review **BEFORE** any extension is granted.

Thank you for reading this. And I sincerely hope you agree!

Stacy Heintz
910 Maple Leaf Loop
Cle Elum, WA 98922

From: [Steve Hunter](#)
To: [Jamey Ayling](#)
Subject: Suncadia
Date: Sunday, January 18, 2026 3:38:28 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

I am a homeowner in Suncadia since 2008. I support the extension of the Suncadia Development Agreement
Steve Hunter 31 Jellabel Ct Cle Elum Wa 98922
Sent from my iPhone

From: [Catherine Jackson](#)
To: [Jamey Ayling](#)
Subject: Suncadla
Date: Sunday, January 18, 2026 3:20:50 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Thank you for taking a moment to consider this! Thoughtful, orderly process has always been among our neighborhood's strengths; I believe this reinforces that and sincerely hope you will too.

Regards

Catherine Jackson

From: [BRENDA JAMES](#)
To: [Jamey Ayling](#)
Subject: Re: Suncadia Development Agreement Extension
Date: Monday, January 19, 2026 9:18:22 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Before considering any extension of the Suncadia Development Agreement, the County should first determine whether the developer has complied with the agreement currently in force. Based on publicly available information, not all obligations have been fulfilled.

The Development Agreement includes enforceable requirements for infrastructure, environmental mitigation, public access, and financial responsibility.

I am a Suncadia homeowner who supports responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County.

I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.

Thank you,
Brenda James
Suncadia Lodge #4045
Sent from my iPhone

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2 Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

My name is James Jenkins, and I am a homeowner in Suncadia. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development.

At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance, no waiver or retroactive forgiveness of unmet obligations, and clear timelines and reporting requirements for any remaining commitments.

Many Suncadia homeowners, including myself, value responsible development and a constructive partnership with Kittitas County. Verifying the applicability and compliance of the existing Development Agreement before granting additional time is an important step in maintaining transparency, accountability, and public trust.

Thank you for your consideration.

From: [James Jenkins](#)
To: [Jamey Avling](#)
Subject: Suncadia Development agreement
Date: Friday, January 23, 2026 2:01:06 PM
Attachments: [DA Comments Version A2.docx](#)

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Thank you for your considerations.

	<p>James W Jenkins Greater Puget Sound Solutions</p> <p>LPL Financial Advisor</p> <p>Office: 425-774-9053 x122 Fax: 425-744-0659</p> <p>www.GPSSAdvisors.com jjenkins@wradvisors.com</p> <p>19401 40th Ave W Suite 460 Lynnwood, WA 98036</p>	
--	---	---

Securities and advisory services offered through LPL Financial, a registered investment advisor, Member FINRA/SIPC.

The information contained in this email message is being transmitted to and is intended for the use of only the individual(s) to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby advised that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please immediately delete.

From: [Cindy Jobs](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Tuesday, January 20, 2026 3:46:48 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Jamey,

My name is Cindy Jobs, and I am a homeowner in Suncadia. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

Granting an extension without first establishing a clear, written record of compliance risks allows unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early development phases.

At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer must comply with the existing agreement.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance, no waiver or retroactive forgiveness of unmet obligations, and clear timelines and reporting requirements for any remaining commitments.

Many Suncadia homeowners, including myself, value responsible development and a constructive partnership with Kittitas County. Verifying the applicability and compliance of the existing Development Agreement before granting additional time is an important step in maintaining transparency, accountability, and public trust.

Thank you for your consideration.

January 24, 2026

Re: Suncadia Application for a 15-year extension of the MPR

Kittitas County Board Members,

We have been involved in the Upper County for 30+ years. After having a cabin on the Yakima River on acreage near South Cle Elum, our parents were considering Tumble Creek and ended up buying a lot in Suncadia and building a home starting in 2005. My sister and I also bought a homesite, and each built in Suncadia. After many years, our parents lived in their home in Suncadia and now it now belongs to us, and our parents were never able to enjoy all of the amenities that Lowe promised to create when they bought and built here. They lived here for most of 16 years without Suncadia Village and other amenities the developer promised. The developer also promised direct access to Suncadia Village via either a bridge or foot bridge across the Cle Elum River from Tumble Creek which to date has never happened.

In regard to the developer requesting a 15-year extension of their MPR development agreement, we see no reason to approve their request. They will only fail to complete the amenities originally sold to everyone during the first many years of their marketing the resort. An extension will only allow the current investor to increase their return on investment when they sell, and once again, the resort will not be complete for a long period of time. This is the time for Kittitas County to apply pressure on the current Developer to complete the plan that was approved over 20 years ago. The property owners who own homes, condos and vacant parcels all hope to experience a complete resort soon. All of the developers' stories as to why they have not been able to proceed or that the plans are being created, are old news and misrepresentations. In a few years, a second generation will have experienced an unfinished resort.

Please apply pressure to the Lowe organization to follow through with all the original representations and finish up their involvement.

Thank You!

Kathy Mattison

461 Larkspur Loop

Cle Elum, WA 98922

From: [Kathleen Horner](#)
To: [Jamey Ayling](#)
Cc: [Bryan Kettel](#)
Subject: Suncadia Development Agreement Extension
Date: Sunday, January 18, 2026 3:47:34 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas County Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

Dear Sirs:

We'd like to comment on the proposed extension to the Suncadia Development Agreement. The existing agreement contains binding commitments related to infrastructure, environmental mitigation, and cost allocation. Several of these obligations may be unresolved. We'd simply like to know which, if any, there are. Wouldn't you?

Granting an extension of the Development Agreement before confirming compliance of binding commitments in the original proposal would effectively excuse any unfinished obligations.

We are Suncadia/Tumble Creek homeowners since 2010 who value transparency and accountability. We respectfully ask the County to require a documented compliance review and corrective action plan before considering any extension.

Development should proceed only after obligations are met.

Respectfully,

Kathleen Horner and Bryan Kettel
60 Last Eagle Lane
Cle Elum WA 98922
425.985.9541

From: [Randall Kim](#)
To: [Jamey Ayling](#)
Cc: [Anne Kim](#)
Subject: Suncadia Development Proposed DA extension
Date: Monday, January 19, 2026 2:04:48 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Hi Jamey.

My name is Randy Kim. My wife, Anne, and I are Suncadia homeowners. I am concerned that the developer has not fully complied with the Development Agreement currently in effect. Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability.

I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust. Compliance must precede continuation.

Respectfully submitted. - Randy Kim

From: debbielandrie@earthlink.net
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Monday, January 19, 2026 1:38:49 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development; however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.

I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

Thank you for considering my comments.

Debbie Landrie
Suncadia Homeowner

From: [Mark Lucas](#)
To: [Jamey Ayling](#)
Cc: [Mark Lucas](#); normthomas@outlook.com
Subject: Suncadia Development Agreement Extension
Date: Monday, January 19, 2026 5:53:09 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

Before considering any extension of the Suncadia Development Agreement, the County should first determine whether the developer has complied with the agreement currently in force. Based on publicly available information, not all obligations have been fulfilled.

The Development Agreement includes enforceable requirements for infrastructure, environmental mitigation, public access, and financial responsibility.

I am a Suncadia homeowner who supports responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County.

For example;

1. Shifting sewer responsibilities through the sale of water and sewers utility. As a result dollars that were collected as part of the purchase of lots were not carried forward to the new utility.
2. Why is there a restriction on mailboxes. Every lot should come with a mailbox.
3. Why did the developer not approve cement board for siding years ago to protect the community.

I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.

Regards,

Mark Lucas
206-288-3437
470 Rocking Chair Rd, Cle Elum, WA 98922

From: [Charles Lynch](#)
To: [Jamey Ayling](#)
Cc: [Doug Beck](#)
Subject: Public Comment on Suncadia DA
Date: Sunday, January 25, 2026 1:09:22 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Mr. Ayling,

I am writing this as a concerned resident of the Suncadia/Tumble Creek development. Many things have changed since the original development plans were filed with the county. The governing body most issues is the Home Owners Association (HOA). The Developer holds controlling interest until 90% of the development is sold, the home owners have a voice but no control. The Developer makes many decisions based on their financial gain; perhaps not in the best interest of the home owners.

One such decision was the sale of the water company. Originally, the water company was owned and managed by the Developer. It has since been sold. It was billed to the property owners and the Utility Commission as a no cost change. Since the sale, there has been a deliberate cost shift of future water system development costs for future homes, from developer to the water consumers (current home owners) resulting in increases to our water rates. The water system is not fully developed to cover the future growth and will need further expansion. I assume this will drive additional cost increases to my water bill.

I'm not apposed to continued development, I just want the developer held to the original agreements and the homeowners have a equal vote in costs that will be paid by the HOA.

Thank you for your consideration in this matter.

Charles Lynch
91 Jumbo Mine Lane
Cle Elum, WA 98922

From: timbmagee@gmail.com
To: [Jamey Ayling](#)
Subject: PUBLIC COMMENT ON SUNCADIA DEVELOPMENT AGREEMENT
Date: Tuesday, January 20, 2026 2:42:31 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Dear Jamie Ayling,

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development, however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the county should verify that these commitments have been met.

I respectfully ask the county to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

The following are specific examples of how many Suncadia homeowners believe Suncadia management is falling short of its legal commitment to homeowners.

- In November 2023 an audit revealed that Suncadia overcharged us for security and patrols by \$2.8 million dollars over the prior 8 years. With interest it amounts to circa \$3.3 million owed to homeowners immediately. Suncadia has dragged its feet about repayment and seems to be hoping Washington's 3-year statute of limitations on the matter will expire this fall without repayment.
- We homeowners pay for forestry management, particularly for fire-wising. In the name of "forestry management" though, Suncadia uses our funds to clear land it's opening for selling lots in its new neighborhoods.

- We homeowners pay for construction waste disposal but only builders and contractors can access it; a violation of the Developer Agreement Suncadia's asking Kittitas to extend.
- As the number of residents grow, we are entitled to increase the number of Homeowners on the Board that makes financial decisions. That number has not grown as the Developer Agreement specifies.
- Suncadia shifted sewer responsibilities through the sale of its water and sewers utility, contradicting the Developer Agreement. As a result, dollars that were collected as part of our lot purchases were not carried forward to the new utility and our monthly water bills have consequently almost doubled.

Thank you for considering my comments.

Best Regards,

Tim

Tim B. Magee

425.748.4016

From: [Donna McCaslin](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Monday, January 19, 2026 6:40:10 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

I am concerned that the developer has not fully complied with the Development Agreement currently in effect.

Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability.

I request that the County require a written compliance determination confirming that all obligations have been satisfied or identifying those that remain outstanding before considering an extension.

Compliance must precede continuation.
Sent from my iPhone

From: bmcdonald32@comcast.net
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Friday, January 23, 2026 11:37:59 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Jamey

As a homeowner in Suncadia for over 18 years, I am aware of many obligations that have not been satisfied by the developer, therefore I urgently request that the County perform a compliance review and grant any extension based on fulfillment of existing contractual obligations.

Thank you for your consideration.

Bob Mc Donald
425 269-4800

From: [Susan Miller](#)
To: [Jamey Ayling](#)
Subject: Suncadia 15 Year Development Extension
Date: Sunday, January 25, 2026 11:43:53 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

My name is Susan Miller, and I have been a full time Suncadia homeowner since 2015. I am submitting a public comment on the proposed extension of the Suncadia Development Agreement for 15 years.

I am not opposed to development, but I respectfully ask that the County review the existing Development Agreement for applicability and compliance before approving any extension. Given the age of the project, it is not clear from the public record which obligations have been completed, which may have expired, and which may remain outstanding.

Granting an extension without first documenting compliance makes it harder to enforce earlier commitments later. I ask that any extension be considered only after a written compliance review, and that it not waive or retroactively forgive unmet obligations.

The developer controlled association has allowed irrigation and landscaping around homesites that has been designated open space and is supposed to remain natural. With the rate of water usage in the development now, it is difficult to see how the resort can support the additional proposed development over the next 20 years. As proven by this year's drought, water is going to be scarce in the years to come.

At the HOA board meeting this week, the developer said that they had seen the comments sent to the county from the owners and would be responding to those questions about their compliance with the development agreement. Those responses should have been submitted with their original filing and able to be reviewed by the public, not at the 11th hour. This is exactly what we are requesting. A thoughtful, deliberate consideration of this development agreement prior to an unusual and very lengthy extension.

Thank you for your time and consideration.

Susan Miller

111 Ocean Spray Court

Cle Elum, WA 98922

From: [Tom Miller](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension community input
Date: Monday, January 19, 2026 11:39:24 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2 Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

As a 20+ year property owner and 10+ year full-time resident of Suncadia and Kittitas County I am proud of our community and its contributions to the county. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

I am not opposed to responsible development. My request is that the County review and verify compliance with the existing Development Agreement before considering any extension.

We purchased here because of the resort's commitment to open space and maintaining the natural environment. I know that those are important to all of Kittitas County. I am opposed to the 15 year extension of the current Development Agreement in place with the Suncadia developer without a thorough examination of how well they have complied with the agreement in the first 25 of 30 years.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development.

At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance, no waiver or retroactive forgiveness of unmet obligations, and clear timelines and reporting requirements for any remaining commitments.

Many Suncadia homeowners, including myself, value responsible development and a constructive partnership with Kittitas County. Verifying the applicability and compliance of the existing Development Agreement before granting additional time is an important step in maintaining transparency, accountability, and public trust.

Thank you for your consideration.

Thomas Miller
111 Ocean Spray CT

Cle Elum, WA 98922
tmillerwa@gmail.com

From: [Lawrence Gottlieb](#)
To: [Jamey Ayling](#)
Subject: Public comment on Suncadia DA
Date: Sunday, January 25, 2026 2:43:33 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Greetings,

My wife and I are homeowners in Suncadia and we live at 1850 Larkspur Loop.

We are writing to request that the County please perform a review of Suncadia's full compliance with its obligations to the Suncadia homeowners under the Development Agreement before deciding whether to agree with Suncadia's request for an extension.

Thank you,

~ Larry Gottlieb

From: [Jamey Ayling](#)
To: "RICHARD BRECKENRIDGE"
Subject: RE: DV-25-00001
Date: Wednesday, December 31, 2025 2:37:00 PM

Richard, the development agreement pertains to the entire Suncadia Development
Here you will find a link to all of the documents. [Kittitas County Community Development Services | Project Details](#) including a map of the proposed area.

Thanks

Jamey

From: RICHARD BRECKENRIDGE <cpircb@aol.com>
Sent: Wednesday, December 31, 2025 2:30 PM
To: Jamey Ayling <jamey.ayling@co.kittitas.wa.us>
Subject: DV-25-00001

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

The location description in the subject notice doesn't make sense to me. A sketch would help.

Thanks.

Richard C. Breckenridge
206-972-1090

In lieu of a disclaimer:

>Everyone is going through something.

>

>

From: [Jamey Ayling](#)
To: ["Rick Holley"](#)
Subject: RE: Notice of Application
Date: Monday, January 5, 2026 3:58:00 PM

Hello Rick,

Thank you for your inquiry. The project is not a new project it is the Suncadia Development it was originally approved in 2000 and was anticipated to be built out by the year 2030 however market conditions and other factors have slowed the full build out of Suncadia so the developer has requested an additional 15 years to complete what was originally approved including your property. This notice has nothing to do with the Blue Fern Development across the street that you are referring to.

Happy to answer any questions you may have. Thanks Jamey

From: Rick Holley <rick.holley@outlook.com>
Sent: Saturday, January 3, 2026 1:25 PM
To: Jamey Ayling <jamey.ayling@co.kittitas.wa.us>
Subject: Notice of Application

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Hi Jamey and Happy New Year. We recieved notice on project #DV-25-0001. We have a home in Suncadia.

The Notice says the tract is 6,320 acres. Is there anything in the applications saying what the developer plans to do with the property and the timing? This looks near the current project across Bullfrog road (across from Suncadia). Is that where it's located? Hard to tell on a map.

Thanks for the help

Rick Holley

From: [Jamey Ayling](#)
To: "[Frank Leonetti](#)"
Subject: RE: Project File Number: DV-25-00001
Date: Wednesday, December 31, 2025 3:38:00 PM

Good afternoon Frank,

Honestly there is no concern to any of the properties within the Suncadia development. Suncadia has requested an extension to the existing development agreement for fifteen years so that they can keep using the same development standards to hopefully complete the originally proposed and approved buildout for an additional 15 years rather than being subject to new standards that have been adopted since the original approval in 2000. The original agreement expires in 2030 and they don't think they will be built out by then so they requested an extension to 2045. This action requires public hearing which is why I sent notice to the 2189 property owners. Any additional questions let me know. There is a link below to all of the materials for this file if you are interested thanks Jamey

[Kittitas County Community Development Services | Project Details](#)

Jamey Ayling
Planning Manager
Kittitas County
411 N Ruby ST, Suite 2
Ellensburg WA 98926
(509) 962-7065
Jamey.Ayling@co.kittitas.wa.us

From: Frank Leonetti <leoeddy2@hotmail.com>
Sent: Wednesday, December 31, 2025 3:30 PM
To: Jamey Ayling <jamey.ayling@co.kittitas.wa.us>
Subject: Project File Number: DV-25-00001

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

My Suncadia property, Parcel No. 951207, is included in this Suncadia Development Agreement. Is there any possibility my property affected in any way that will be a concern?

Thank you
Frank Leonetti

From: [Bruce Chattin](#)
To: [Jamey Ayling](#)
Subject: Re: Suncadia Information
Date: Saturday, January 3, 2026 11:22:50 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Jamey

Thank you very much for your time and background on the Agreement extension.

With the link I can clarify the intent and outcome of the extension, clarify there are only necessary tracked changes and highlight the additional agreements Suncadia made on 903 access and neighborhood gates and lock boxes w/ the FD.

Thank you very much and will keep touch if more questions arise. Seems pretty straight forward .

Happy New Year !

Bruce Chattin

(206) 571 3395

Bchattin427@icloud.com

On Jan 2, 2026, at 4:32 PM, Jamey Ayling <jamey.ayling@co.kittitas.wa.us> wrote:

Good Afternoon Bruce, It was great to chat with you at the front counter, as promised here is a link to the Development agreement folder on the County website where all the file information can be found.

[Kittitas County Community Development Services | Project Details](#)

If there are additional questions, please feel free to send people my direction.
Thanks Jamey

Jamey Ayling
Planning Manager
Kittitas County

411 N Ruby ST, Suite 2

Ellensburg WA 98926

(509) 962-7065

Jamey.Ayling@co.kittitas.wa.us

From: [Janet Sandona](#)
To: [Jamey Ayling](#)
Subject: Public Comment on Suncadia DA
Date: Monday, January 19, 2026 11:45:33 AM
Attachments: [Suncadia_Template.docx](#)

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Please see attached a comment on Suncadia DA.

Thank you,

Janet Sandona
jsandona@qwestoffice.net
509-674-8105

Janet Sandona
40 Yellow Bell Court
Cle Elum, WA 98922

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2 Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

My name is Janet Sandona, and I am a homeowner in Suncadia. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development.

At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. Confirm what has been completed and what has not. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance, no waiver or retroactive forgiveness of unmet obligations, and clear timelines and reporting requirements for any remaining commitments.

Many Suncadia homeowners, including myself, value responsible development and a constructive partnership with Kittitas County. Verifying the applicability and compliance of the existing Development Agreement before granting additional time is an important step in maintaining transparency, accountability, and public trust.

Thank you for your consideration.

From: [Carol Sandsmark](#)
To: [Jamey Ayling](#)
Subject: Comment regarding the Suncadia Development Agreement Extension
Date: Monday, January 19, 2026 7:47:52 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

I am a Suncadia homeowner submitting this public comment regarding the proposed extension of the Suncadia Development Agreement. I support responsible development, but I believe it is essential that the County verify compliance with the existing agreement before granting any extension.

The current Development Agreement establishes clear requirements concerning infrastructure delivery, environmental mitigation, public amenities, and financial responsibilities. Given the length and complexity of this project, it is not clear that all obligations have been fully satisfied or documented.

Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.

Granting an extension without this verification risks carrying unresolved obligations forward and undermines confidence in the Development Agreement process. A compliance review protects residents, future buyers, and the County itself.

Thank you for your attention to this request.

From: mrstone5t@gmail.com
To: [Jamey Ayling](#)
Subject: Suncadia Extension
Date: Tuesday, January 20, 2026 6:57:59 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

I am a Suncadia homeowner writing in response to the County's request for public comment on the proposed extension of the Suncadia Development Agreement. **I support an extension.** However, I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.

The Development Agreement includes numerous commitments related to infrastructure delivery, public amenities, environmental mitigation, and cost allocation. These commitments were intended to protect residents, the public, and the County. To date, it is not clear that all such obligations have been fully satisfied or independently verified.

Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional.

Before any extension is considered, I respectfully request that the County require a comprehensive written compliance review of the existing Development Agreement. That review should document compliance status in detail and identify any outstanding obligations that must be cured.

If the County elects to proceed with an extension process, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance and with clear enforcement mechanisms for remaining obligations. This approach supports transparency, accountability, and public trust.

Respectfully,
Mark Stone
861 Kokanee Loop
Cle Elum, WA 98922

From: [Rick Strellman](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Tuesday, January 20, 2026 6:52:55 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development; however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.

I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

Thank you for considering my comments.

Sincerely,

Rick W Strellman

1770 Larkspur Loop
Cle Elum, WA 98922

From: [Val OLeary](#)
To: [Jamey Ayling](#)
Subject: Suncadia Extension
Date: Friday, January 23, 2026 4:16:46 PM
Attachments: [Kittitas Community Development Services.docx](#)

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2 Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

My name is Valerie OLeary, and I am a homeowner in Suncadia. I am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement.

The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.

For the past three years the area has experienced reduced hydrological events, and the number of developments besides Suncadia are on the rise. I am very concerned about the availability of water going forward. The demographics of homeowners is changing with more people living here permanently rather than vacation homes. This assumption should be reviewed for its impact on water usage. Is Suncadia compliant with their water rights?

My other area of concern is open space. I have concerns with how this is calculated. My understanding is that areas around the houses are counted as open space. The newer sections of Suncadia appear to have bigger building envelopes than the original homes. I think that calculation needs to be audited for compliance.

Also, why is the request for 15 more years? When you add that to the existing 5 years, that is another 20 years. I think the extension should be for something less, maybe 10 more years.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be the new standard. It becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development after the extension has been granted.

Since there are five years remaining I would like for the County to review and verify compliance with the existing Development Agreement before considering any extension.

Valerie OLeary

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development; however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.

I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

Thank you for considering my comments.

From: [Karen Marie Terry- McDonald](#)
To: [Jamey Ayling](#)
Subject: Fw: Suncadia Development Agreement Extension
Date: Sunday, January 25, 2026 6:30:52 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

From: Karen Marie Terry- McDonald <dkkm2000@hotmail.com>
Sent: Tuesday, January 20, 2026 6:31 AM
To: Jamey.ayling@co.kittitas.wa.us <Jamey.ayling@co.kittitas.wa.us>
Subject: Suncadia Development Agreement Extension

Hello Jamey

We have been owners of our lot since day one! We built in 2019-2020 and enjoy living here full time.

Our ask: Before considering any extension of the Suncadia Development Agreement, the County should first determine whether the developer has complied with the agreement currently in force. Based on publicly available information, not all obligations have been fulfilled.

The Development Agreement includes **enforceable agreements** for infrastructure, environmental mitigation, public access, and financial responsibility.

We are Suncadia homeowners who support responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County.

I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.

Thank you for your consideration and attention to this matter.

Doug and Karen McDonald
40 Dogwood Court
Cle Elum WA 98922

From: [Norm Thomas](#)
To: [Jamey Ayling](#)
Cc: [Norm Thomas](#)
Subject: Comment and Request on proposed Suncadia DA extension
Date: Sunday, January 18, 2026 12:33:52 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

I am a Suncadia homeowner submitting this public comment regarding the proposed extension of the Suncadia Development Agreement. I support responsible development, but I believe it is essential that the County verify compliance with the existing agreement before granting any extension.

The current Development Agreement establishes clear requirements concerning infrastructure delivery, environmental mitigation, public amenities, and financial responsibilities. Given the length and complexity of this project, it is not clear that all obligations have been fully satisfied or documented.

Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.

Granting an extension without this verification risks carrying unresolved obligations forward and undermines confidence in the Development Agreement process. A compliance review protects residents, future buyers, and the County itself.

Thank you for your attention to this request.

Norm Thomas
normthomas@outlook.com

From: [Devon Thomas](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement
Date: Monday, January 19, 2026 10:28:49 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

As a homeowner at Suncadia, I believe the proposed extension should be denied unless and until the developer demonstrates full compliance with the existing Development Agreement.

Unresolved obligations should not be carried forward through an extension. Doing so places the burden on residents and the County.

I ask the County to require a documented compliance review identifying unmet obligations and ensuring they are resolved prior to any extension decision.

Accountability is fundamental to responsible development.

Sincerely,
Devon Thomas

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926

Re: Suncadia Development Agreement Extension

I am a Suncadia homeowner writing in response to the County's request for public comment on the proposed extension of the Suncadia Development Agreement. I support responsible and well-planned development. However, I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.

The Development Agreement includes numerous commitments related to infrastructure delivery, public amenities, environmental mitigation, and cost allocation. These commitments were intended to protect residents, the public, and the County. To date, it is not clear that all such obligations have been fully satisfied or independently verified.

Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional.

Before any extension is considered, I respectfully request that the County require a comprehensive written compliance review of the existing Development Agreement. That review should document compliance status in detail and identify any outstanding obligations that must be cured.

If the County elects to proceed with an extension process, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance and with clear enforcement mechanisms for remaining obligations. This approach supports transparency, accountability, and public trust.

Patricia Thurman
121 Powder Cap CT
Cle Elum, WA 98922
425-785-8136

From: [Sally Vellon](#)
To: [Jamey Ayling](#)
Subject: Comment on proposed DA extension for Suncadia
Date: Sunday, January 18, 2026 3:23:30 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Dear Jamey,

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development; however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.

I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

Thank you for considering my comments.

Regards,
Sally Vellon
861 Spragger Way
Cle Elum, WA 98922

Sent from my iPad

From: [Jackie Wilsey](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement comment
Date: Thursday, January 22, 2026 5:38:05 PM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2 Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

My name is Jackie Wilsey, and I am a Suncadia homeowner submitting public comment on the proposed extension of the Suncadia Development Agreement.

I am not opposed to development, but I respectfully ask that the County review the existing Development Agreement for applicability and compliance before approving any extension. Given the age of the project, it is not clear from the public record which obligations have been completed, which may have expired, and which may remain outstanding.

Granting an extension without first documenting compliance makes it harder to enforce earlier commitments later. I ask that any extension be considered only after a written compliance review, and that it not waive or retroactively forgive unmet obligations.

Thank you for your time and consideration,

Jackie Wilsey

From: [Robert Wilson](#)
To: [Jamey Ayling](#)
Subject: Suncadia request for development extension
Date: Wednesday, January 21, 2026 10:16:28 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas County Development Services,

As a longer-term homeowner at Suncadia, I would request you not approve an extension at this time. My reasoning is I believe all long-term developments should be required to pass a comprehensive, and preferably independent, review as to whether or not they have complied with previous county and Suncadia covenants and requirements before being allowed to continue to proceed. Since homeowners have no truly independent means to assure Suncadia manages the development as promised, including providing services promised or enforcing homeowner protective covenants, we need assistance of the County to assure compliance.

An independent review would be of great assistance to highlight areas of good or bad stewardship before moving further forward.

Thanks you,

Rob Wilson

From: [Kathleen Woodward](#)
To: [Jamey Ayling](#)
Subject: Suncadia Development Agreement Extension
Date: Friday, January 23, 2026 10:03:42 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Kittitas Community Development Services
Attention: Jamey Ayling
411 N Ruby St, Suite 2
Ellensburg, WA 98926
Re: Suncadia Development Agreement Extension

To Jamey Ayling et al,

I am a homeowner in Tumble Creek/ Suncadia and am submitting this public comment in response to Kittitas County's request for input regarding the proposed extension of the Suncadia Development Agreement. My request is that the County review and verify compliance with the existing Development Agreement before considering any extension(s).

The current agreement includes obligations related to infrastructure phasing, public amenities access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired and if any remain outstanding. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development.

Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed completed or superseded.

If the County elects to proceed with an extension process, I ask that it be conditioned on independent verification of compliance; no waiver or retroactive forgiveness of unmet obligations, clear timelines, reporting requirements. Prioritizing public transparency and accountability are key factors in maintaining the public trust.

Thank you,
Kathleen Woodward

Kathleen Woodward
Kw@kathleenwoodward.com
www.kathleenwoodward.com
206.719.1036

From: [Kathy Ziegler](#)
To: [Jamey Ayling](#)
Subject: Public comment on Suncadia DA Comment on proposed DA extension Suncadia Development Agreement comment
Date: Wednesday, January 21, 2026 10:59:38 AM

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development; however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.

I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

Thank you for considering my comments.

Kathy Ziegler
zskathy@live.com



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"

January 29, 2026

Suncadia
Attn: Tucker Stevens
770 Suncadia Trail
Cle Elum, WA 98922

RE: Suncadia Development Agreement Application (DA-25-00001) –Transmittal of Comments

Dear Mr. Stevens,

Enclosed are the comments received regarding the Development Agreement Application (DA-25-00001) during the comment period.

[Comments - AA CountyInputSuncadiaDA](#)
[Comments - Astrachan Public Comment - Suncadia DA Extension \(DV-25-00001 \)](#)
[Comments - Blaine Suncadia master development plan extention](#)
[Comments - Blaine Suncadia Kittitas DA 2](#)
[Comments - Bloesser Public Comments on proposed Suncadia DA extension](#)
[Comments - Bogaard Suncadia Development Agreement Extension](#)
[Comments - Breckenridge DV-25-00001](#)
[Comments - Clark Public comment on Suncadia DA](#)
[Comments - Crews Public Comment on Suncadia DA extension](#)
[Comments - Dix Suncadia Extension of Development Agreement \(Project DV-25-00001 Suncadia\)](#)
[Comments - Dowd Suncadia Development Agreement Public comment](#)
[Comments - Fred Suncadia MPR Extension Letter to Kittitas County](#)
[Comments - Fresh Re Suncadia Development Agreement Extension](#)
[Comments - Gottlieb Public comment on Suncadia DA](#)
[Comments - Heintz Suncadia Proposed Extension](#)
[Comments - Hunter Suncadia](#)
[Comments - Jackson Suncadia](#)
[Comments - James Re Suncadia Development Agreement Extension](#)
[Comments - Jenkins DA Comments Version A2](#)
[Comments - Jenkins Suncadia Development agreement](#)
[Comments - Jobs Suncadia Development Agreement Extension](#)
[Comments - Kathy Suncadia Dev MPR](#)
[Comments - Kettle Suncadia Development Agreement Extension](#)
[Comments - Kim Suncadia Development Proposed DA extension](#)
[Comments - Landrie Suncadia Development Agreement Extension](#)
[Comments - Lucas Suncadia Development Agreement Extension](#)
[Comments - Lynch Public Comment on Suncadia DA](#)
[Comments - Magee PUBLIC COMMENT ON SUNCADIA DEVELOPMENT AGREEMENT](#)
[Comments - McCaslin Suncadia Development Agreement Extension](#)
[Comments - McDonald Suncadia Development Agreement Extension](#)
[Comments - Miller Suncadia 15 Year Development Extension](#)
[Comments - Miller Suncadia Development Agreement Extension community input](#)

[Comments - Oleary Suncadia Extension](#)
[Comments - Sandona Public Comment on Suncadia DA](#)
[Comments - Sandona Suncadia Template](#)
[Comments - Sandsmark Comment regarding the Suncadia Development Agreement Extension](#)
[Comments - Stone Suncadia Extension](#)
[Comments - Strellman Suncadia Development Agreement Extension](#)
[Comments - Suncadia DA Comment 1](#)
[Comments - Terry-Mcdonald Fw Suncadia Development Agreement Extension](#)
[Comments - Thomas Comment and Request on proposed Suncadia DA extension](#)
[Comments - Thomas Suncadia Development Agreement](#)
[Comments - Thurman Suncadia Development Agreement Extension Comment - Thurman](#)
[Comments - Vellon Comment on proposed DA extension for Suncadia](#)
[Comments - Wilsey Suncadia Development Agreement comment](#)
[Comments - Wilson Suncadia request for development extension](#)
[Comments - Woodward Suncadia Development Agreement Extension](#)
[Comments - Ziegler Public comment on Suncadia DA](#)
[Comments- Davis Scanned Document 1-26-26 at 8.45.15 AM](#)

Please review all comments and notify me of any questions. Feel free to respond to any comments submitted by 5pm on February 10, 2026. Should additional time be needed for your response, please contact me directly prior to February 10, 2026 to request an extension. I will be issuing a decision recommendation based in part on the comments received. You will be notified if any of these comments require further action.

If you have any questions regarding this matter, I can be reached by e-mail at jamey.ayling@co.kittitas.wa.us

Sincerely,

Jamey Ayling
Planning Manager
Kittitas County Community Development Services
411 N Ruby St # 2, Ellensburg, WA 98926

Enclosures: DA-25-00001 Suncadia – Combined Comments



February 6, 2026

Jamey Ayling
Planning Manager
Kittitas County Community Development Services
411 N Ruby St # 2, Ellensburg, WA 98926

RE: Suncadia Development Agreement Application (DA-25-00001) – Response to Comments

Dear Mr. Ayling,

Thank you for the opportunity to review and reply to the public comments on our application for an extension to the Suncadia Development Agreement.

Enclosed, please find the following supporting documents:

1. **“Suncadia DA Extension Comment Responses”**, providing Suncadia responses to the individual public comments submitted.
2. **“2026-0130 Suncadia response letter water rights”**, providing a detailed description of the Suncadia water rights status in response to the public comments raised regarding water rights.

Please feel free to reach out with any questions you may have as you review these documents.

Sincerely,

Tucker Stevens
Chief Development Officer
Suncadia Resort

	A	B	C	D	E
1	Overall Comment Response				
2					
3	1. There is a common thread in the comments submitted requesting a verification of compliance with the existing agreement. Suncadia has been and will continue to be committed to meeting all commitments. Furthermore, the Development Agreement extension does not relieve Suncadia from the commitments and obligations in the agreement. Several commitments were fulfilled in the yearly years of the Development (e.g. installation of the stoplight in Cle Elum). However, a large number of requirements are "on-going" in nature and are confirmed through plat approvals for all new phases of Suncadia. Please note that the comment letters submitted on this topic were all very similar and the public comment excerpt provided below is solely a brief summary of the comment in order to facilitate a response.				
4	2. There are many comments provided that are not related to the Development Agreement. Suncadia has provided a brief response to many of these comments herein for clarity and so that the County knows we understand and are addressing these community concerns.				
5					
6	Commenter Name	Date	Public Comment Excerpt / Summary	Topic Area	Applicant Response
7	Ali Astrachan	Jan 23, 2026	The agreement requires infrastructure obligations, environmental protections, and verification of whether the project has secured sufficient water rights or resources to support full build-out. Yet the public record does not clearly show what has been completed and what remains outstanding. Residents are left uncertain whether key commitments are being honored. I urge the County to require a formal compliance determination before any extension is granted. Any extension should be conditioned on verified fulfillment of all obligations, with no forgiveness of unmet commitments and clear expectations for remaining responsibilities.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
8	Ira Astrachan	Jan 23, 2026	I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
9	Greg Blaine	Jan 19, 2026	I am specifically concerned about the wastewater and sewage infrastructure, as I have concerns that those commitments have not been completed, and should be specifically addressed in any extension to the development plan.	Infrastructure / Sewer	The Applicant acknowledges the comment regarding wastewater and sewer infrastructure. Wastewater and sewer facilities serving the project have been constructed, operated, and regulated in accordance with approved permits and applicable standards. Suncadia completed construction of the sewage treatment plant in Cle Elum in 2005 and that plant is operated by the City of Cle Elum. That plant and the associated piping mains were sized to accommodate Suncadia at full build out. New infrastructure is constructed for new neighborhoods in accordance with applicable code. Compliance with Development Agreement infrastructure obligations is documented through County approvals and utility agreements. No outstanding wastewater infrastructure obligations remain as conditions to the proposed extension.
10	Blaine (2)	Jan 20, 2026	I am particularly concerned about Suncadia's requirement to provide improvements to the waste water and sewage infrastructure, and believe that the rapid pace of development has outpaced their required improvements.	Infrastructure / Sewer	The Applicant acknowledges the comment regarding wastewater and sewer infrastructure. Wastewater and sewer facilities serving the project have been constructed, operated, and regulated in accordance with approved permits and applicable standards. Suncadia completed construction of the sewage treatment plant in Cle Elum in 2005 and that plant is operated by the City of Cle Elum. That plant and the associated piping mains were sized to accommodate Suncadia at full build out. Compliance with Development Agreement infrastructure obligations is documented through County approvals and utility agreements. No outstanding wastewater infrastructure obligations remain as conditions to the proposed extension.

6	A Commenter Name	B Date	C Public Comment Excerpt / Summary	D Topic Area	E Applicant Response
			<p>I believe it is premature to extend the agreement when the developer has not demonstrated full compliance with its existing, binding obligations.</p> <p>Examples Include:</p> <ol style="list-style-type: none"> 1. The basic supervision of builder contractors is not enforcing covered loads, parking, noise, and speed limits for developer contractors. 2. The developer has been shown to participate in a scheme that charges existing homeowners for pure development costs through an inclusive billing arrangement with the Suncadia water company. 3. The developer continues to control the HOA board and is charging the homeowners' HOA for builder trash removal and other builder costs. 4. The developer owes the HOA \$2.8 million, plus interest, related to a prior overcharge. The developer continues to ignore this obligation, and it now appears litigation will be required. 5. Ignoring the National Forest Fire Safety guidelines for trimming and setbacks <p>Please consider the following:</p> <ol style="list-style-type: none"> 1. If an extension is granted, please immediately request that the HOA board be restructured as follows: one set of board seats reserved for the builder and one set of four seats reserved for homeowners, to be filled through open elections. 2. Before any extension, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance, and with clear enforcement mechanisms for any remaining obligations. This approach prioritizes accountability, protects the public interest, and maintains public trust in the development approval process. 		<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements.</p> <p>Responses below are provided for clarification, although most of these are unrelated to the Development Agreement.</p> <ol style="list-style-type: none"> 1. Suncadia includes provisions in contracts for developer activity regarding builder "rules" that must be followed. Suncadia enforces these through active construction management and has engaged with the County on this topic through plat applications. Home builders follow rules outlined in the Design Review Guidelines and are enforced by the Suncadia Design Review Committee (DRC). 2. Suncadia sold the water and sewer utility companies to a private utility operator in 2019. The sale was approved by the Washington Utilities and Transportation Commission (UTC). Water rates are also reviewed and approved by the UTC. In 2024, Suncadia negotiated an agreement with the private utility operator to impose a "connection fee" for new lot connections to ensure that existing homeowners do not cover the cost of new lot infrastructure. Suncadia does not in any capacity have an "inclusive billing arrangement" with the water company. 3. Suncadia, as the declarant, has control of the HOA boards as allowed under the governing documents until a future date when 90% of the community is built out. Costs for trash removal are borne by homeowners/builders building new homes. Suncadia, through the Suncadia Community Council, manages the waste disposal as a service. 4. Suncadia is working through a historic overbilling issue with the HOA and is very actively involved with finding resolution through a full refund. This is unrelated to the Development Agreement. 5. It is not clear what this comment is referring to. Suncadia has a Land Stewardship Plan in place that directs forest management. Suncadia contracts with a professional forester on forest treatment. Since 2014, Suncadia has treated over 1,000 acres of open space for fire resiliency. In 2026, Suncadia plans to treat over 200 acres for fire resiliency. Suncadia is also working on a program that individual homeowners can adopt to make their home wildfire ready.
11	Rex Bloesser	Jan 25, 2026		Compliance Verification	
12	Alex Bogaard	Jan 21, 2026	I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
13	Richard Breckenridge	Jan 23, 2026	The current Suncadia Development Agreement contains several binding obligations that have not been satisfied in a timely manner.	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
14	Paul Clark	Jan 20, 2026	Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
15	Brian Crews	Jan 22, 2026	I am not opposed to an extension of the Development Agreement between the County and Suncadia with the following conditions: An assessment of compliance with the initial agreement is conducted by the County. All areas of non-compliance are included into the new DA extension agreement with accelerated terms of compliance with enforceable milestones and penalties for continued non-compliance.	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
16	Peder Davis		I am not opposed to responsible development. My request is that the County review and verify compliance with the existing Development Agreement before considering any extension.	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>

6	A Commenter Name	B Date	C Public Comment Excerpt / Summary	D Topic Area	E Applicant Response
17	Richard & Linda Dix	Jan 24, 2026	We have experienced the continued erosion of the Development's original vision, resulting in misrepresentations, unfulfilled promises and risk of diminished value of our significant investment in the community. Our request is that Kittitas Community Development Services perform a comprehensive compliance review prior to any decision granting the extension of a development agreement.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
18	Steve & Debbie Dowd	Jan 19, 2026	We are concerned that the developer(s) have not fully complied with the Development Agreement currently in effect. Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
19	Fred Mattison	Jan 24, 2026	If you are going to consider any extension of the MPR, Kittitas County should review the application just like a new application for development. All of the studies are older than 20 years.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The specific comments related to other items in the letter are not related to the Development Agreement and as such, a response is not needed.
20	Kurt & Laurie Fresh	Jan 20, 2026	Before considering an extension, we respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
21	Larry Gottlieb	Jan 25, 2026	We are writing to request that the County please perform a review of Suncadia's full compliance with its obligations to the Suncadia homeowners under the Development Agreement before deciding whether to agree with Suncadia's request for an extension.	Compliance Verification	The Applicant acknowledges the request for a formal compliance review. The Development Agreement has been implemented through multiple County-reviewed permits and approvals that confirm compliance with applicable obligations. The proposed extension does not modify or excuse previously completed or applicable requirements.
22	Stacy Heintz	Jan 19, 2026	Granting an extension without first documenting compliance makes it harder and potentially more expensive for us to enforce unfulfilled commitments after the fact.	Process / Enforcement	The Applicant acknowledges the concern regarding enforceability of commitments. The proposed extension maintains the enforceability of applicable Development Agreement provisions and does not eliminate or retroactively forgive any completed or ongoing obligations.
23	Steve Hunter	Jan 18, 2026	I am a homeowner in Suncadia since 2008. I support the extension of the Suncadia Development Agreement.	Extension Support	The Applicant appreciates the comment in support of the proposed Development Agreement extension.
24	Catherine Jackson	Jan 18, 2026	Thoughtful, orderly process has always been among our neighborhood's strengths; I believe this reinforces that.	Process / General	The Applicant appreciates the comment and support for a thoughtful and orderly review process.
25	Brenda James	Jan 19, 2026	Before considering any extension of the Suncadia Development Agreement, the County should first determine whether the developer has complied with the agreement currently in force.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
26	James Jenkins	Jan 19, 2026	I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
27	Cindy Jobs	Jan 20, 2026	Granting an extension without first establishing a clear, written record of compliance risks allows unresolved obligations to be assumed complete or superseded.	Compliance Verification	The Applicant acknowledges the concern regarding documentation of compliance. Compliance with Development Agreement obligations has been verified through County approvals over the life of the project. The proposed extension does not assume incomplete obligations as satisfied.
28	Kathleen Horner & Bryan Kettel	Jan 18, 2026	Granting an extension of the Development Agreement before confirming compliance of binding commitments in the original proposal would effectively excuse any unfinished obligations.	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable approvals. The proposed extension does not excuse unfinished obligations.
29	Randall & Anne Kim	Jan 19, 2026	Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability.	Compliance / Accountability	The Applicant acknowledges the concern regarding unresolved obligations. Applicable Development Agreement requirements have been satisfied or addressed through approved development phases and County actions.

A	B	C	D	E
6 Commenter Name	Date	Public Comment Excerpt / Summary	Topic Area	Applicant Response
30 Debbie Landrie	Jan 19, 2026	Before additional time or entitlements are granted, the County should verify that these commitments have been met.	Compliance Verification	The Applicant acknowledges the comment and confirms that Development Agreement commitments have been implemented through County-approved processes. The extension does not alter accountability mechanisms.
		<p>I am a Suncadia homeowner who supports responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County.</p> <p>For example;</p> <ol style="list-style-type: none"> 1. Shifting sewer responsibilities through the sale of water and sewers utility. As a result dollars that were collected as part of the purchase of lots were not carried forward to the new utility. 2. Why is there a restriction on mailboxes. Every lot should come with a mailbox. 3. Why did the developer not approve cement board for siding years ago to protect the community. <p>I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.</p>		<p>The Applicant acknowledges the specific concerns raised. Utility responsibilities, design standards, and community requirements have been addressed through separate regulatory processes, HOA governance documents, and County approvals, as applicable. These matters are not altered by the proposed extension.</p> <ol style="list-style-type: none"> 1. This comment is not related to the Development Agreement. Suncadia sold the water and sewer utility companies to a 3rd party private utility in 2019. Rates are set by the private utility company and the Washington State Utilities and Transportation Commission approves water rates. Recently, Suncadia worked with the utility to establish a connection fee for new lots to ensure that existing homeowners do not carry the cost of capital expansion of new lots. 2. This comment is not related to the Development Agreement. Only a small number of homeowners in the community are full time residents. Because of the focus on vacation homes and short term rentals, mail boxes for every lot was not contemplated. 3. This comment is not related to the Development Agreement. Cement board siding is allowed within the Design Guidelines for Suncadia.
31 Mark Lucas	Jan 19, 2026	I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.	Utilities / Community Standards	
		<p>The governing body most issues is the Home Owners Association (HOA). The Developer holds controlling interest until 90% of the development is sold, the home owners have a voice but no control. The Developer makes many decisions based on their financial gain; perhaps not in the best interest of the home owners.</p> <p>One such decision was the sale of the water company. Originally, the water company was owned and managed by the Developer. It has since been sold. It was billed to the property owners and the Utility Commission as a no cost change. Since the sale, there has been a deliberate cost shift of future water system development costs for future homes, from developer to the water consumers (current home owners) resulting in increases to our water rates. The water system is not fully developed to cover the future growth and will need further expansion. I assume this will drive additional cost increases to my water bill.</p> <p>I'm not apposed (sic) to continued development, I just want the developer held to the original agreements and the homeowners have a equal vote in costs that will be paid by the HOA.</p>		<p>The Applicant acknowledges the specific concerns raised. Utility responsibilities, design standards, and community requirements have been addressed through separate regulatory processes, HOA governance documents, and County approvals, as applicable. These matters are not altered by the proposed extension.</p> <p>The comment regarding the utility companies is not related to the Development Agreement. Suncadia sold the water and sewer utility companies to a private utility operator in 2019. The sale was approved by the Washington Utilities and Transportation Commission (UTC). Water rates are also reviewed and approved by the UTC. In 2024, Suncadia negotiated an agreement with the private utility operator to impose a "connection fee" for new lot connections to ensure that existing homeowners do not cover the cost of new lot infrastructure.</p>
32 Charles Lynch	Jan 25, 2026	I'm not apposed (sic) to continued development, I just want the developer held to the original agreements and the homeowners have a equal vote in costs that will be paid by the HOA.	Utilities / Community Standards	
		<p>I respectfully ask the county to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.</p> <p>The following are specific examples of how many Suncadia homeowners believe Suncadia management is falling short of its legal commitment to homeowners.</p> <ol style="list-style-type: none"> 1) In November 2023 an audit revealed that Suncadia overcharged us for security and patrols by \$2.8 million dollars over the prior 8 years. With interest it amounts to circa \$3.3 million owed to homeowners immediately. Suncadia has dragged its feet about repayment and seems to be hoping Washington's 3-year statute of limitations on the matter will expire this fall without repayment. 2) We homeowners pay for forestry management, particularly for fire-wising. In the name of "forestry management" though, Suncadia uses our funds to clear land it's opening for selling lots in its new neighborhoods. 3) We homeowners pay for construction waste disposal but only builders and contractors can access it; a violation of the Developer Agreement Suncadia's asking Kittitas to extend. 4) As the number of residents grow, we are entitled to increase the number of Homeowners on the Board that makes financial decisions. That number has not grown as the Developer Agreement specifies. 5) Suncadia shifted sewer responsibilities through the sale of its water and sewers utility, contradicting the Developer Agreement. As a result, dollars that were collected as part of our lot purchases were not carried forward to the new utility and our monthly water bills have consequently almost doubled. 		<p>The Applicant acknowledges the concerns raised regarding financial and governance matters. HOA governance, utility billing, and operational matters are administered pursuant to governing documents and applicable law and are separate from the Development Agreement extension request.</p> <p>The additional comments are not related to the Development Agreement, but the Applicant provides the following response:</p> <ol style="list-style-type: none"> 1) Suncadia is working through a historic overbilling issue with the HOA and is very actively involved with finding resolution through a full refund. 2) Suncadia has a Land Stewardship Plan in place that directs forest management. Suncadia contracts with a professional forester on forest treatment. Since 2014, Suncadia has treated over 1,000 acres of open space for fire resiliency. In 2026, Suncadia plans to treat over 200 acres for fire resiliency. Suncadia is also working on a program that individual homeowners can adopt to make their home wildfire ready. Suncadia does not use HOA funds to clear lots for new development - the funds are used to treat forest consistent with the Land Stewardship Plan for the benefit of all of Suncadia. 3) Costs for trash removal are borne by homeowners/builders building new homes. Suncadia, through the Suncadia Community Council, manages the waste disposal as a service. 4) Suncadia, as the declarant, has control of the HOA boards as allowed under the governing documents until a future date when 90% of the community is built out. 5) Suncadia sold the water and sewer utility companies to a 3rd party private utility in 2019. Rates are set by the private utility company and the Washington State Utilities and Transportation Commission approves water rates. Recently, Suncadia worked with the utility to establish a connection fee for new lots to ensure that existing homeowners do not carry the cost of capital expansion of new lots. Utility costs have risen over the past several years consistent with rising costs in all areas - namely labor costs, electricity costs, and materials costs.
33 Tim B. Magee	Jan 20, 2026	I respectfully ask the county to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.	Compliance Verification	

6	A	B	C	D	E
	Commenter Name	Date	Public Comment Excerpt / Summary	Topic Area	Applicant Response
34	Kathy Mattison	Jan 24, 2026	In regard to the developer requesting a 15-year extension of their MPR development agreement, we see no reason to approve their request. They will only fail to complete the amenities originally sold to everyone during the first many years of their marketing the resort. ... Please apply pressure to the Lowe organization to follow through with all the original representations and finish up their involvement.	Compliance Verification	The comments provided are unrelated to the Development Agreement and instead appear to be about business decisions. The Applicant is committed to fulfilling their requirements under the Development Agreement and are also continuing to build out new community amenities. In the past 3 years, Suncadia has renovated the Lodge restaurant, renovated the spa, built new parks and broken ground on a new retail village that will open in June 2026.
35	Donna McCaslin	Jan 19, 2026	Granting an extension before resolving unmet obligations would undermine the purpose of the agreement.	Compliance Verification	The Applicant acknowledges the request for a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.
36	Bob McDonald	Jan 23, 2026	I urgently request that the County perform a compliance review and grant any extension based on fulfillment of existing contractual obligations.	Compliance Verification	The Applicant acknowledges the request for a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.
37	Doug & Karen McDonald	Jan 20, 2026	The Development Agreement includes enforceable agreements for infrastructure, environmental mitigation, public access, and financial responsibility. We are Suncadia homeowners who support responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County. I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.	Compliance Verification	The Applicant acknowledges the request for a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.
38	Susan Miller	Jan 25, 2026	I am not opposed to development, but I respectfully ask that the County review the existing Development Agreement for applicability and compliance before approving any extension. Given the age of the project, it is not clear from the public record which obligations have been completed, which may have expired, and which may remain outstanding. The developer controlled association has allowed irrigation and landscaping around homesites that has been designated open space and is supposed to remain natural. With the rate of water usage in the development now, it is difficult to see how the resort can support the additional proposed development over the next 20 years. As proven by this year's drought, water is going to be scarce in the years to come. At the HOA board meeting this week, the developer said that they had seen the comments sent to the county from the owners and would be responding to those questions about their compliance with the development agreement. Those responses should have been submitted with their original filing and able to be reviewed by the public, not at the 11th hour. This is exactly what we are requesting. A thoughtful, deliberate consideration of this development agreement prior to an unusual and very lengthy extension.	Compliance Verification	The Applicant acknowledges the concern regarding documentation of compliance. Compliance with Development Agreement obligations has been verified through County approvals over the life of the project. The proposed extension does not assume incomplete obligations as satisfied or waive enforceable requirements. The Applicant recognizes the risk of continued drought and is in the process of gathering better data on how to appropriately respond. This may include reassessing home irrigation practices.
39	Thomas Miller	Jan 19, 2026	I am opposed to the 15 year extension of the current Development Agreement without a thorough examination of how well they have complied with the agreement. ... At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.	Compliance / Extension Scope	The Applicant acknowledges the concern regarding the length of the extension and the request for independent verification of compliance. The proposed extension maintains existing obligations and does not reduce County authority to enforce applicable requirements.

6	A Commenter Name	B Date	C Public Comment Excerpt / Summary	D Topic Area	E Applicant Response
			<p>The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.</p> <p>For the past three years the area has experienced reduced hydrological events, and the number of developments besides Suncadia are on the rise. I am very concerned about the availability of water going forward. The demographics of homeowners is changing with more people living here permanently rather than vacation homes. This assumption should be reviewed for its impact on water usage. Is Suncadia compliant with their water rights?</p> <p>My other area of concern is open space. I have concerns with how this is calculated. My understanding is that areas around the houses are counted as open space. The newer sections of Suncadia appear to have bigger building envelopes than the original homes. I think that calculation needs to be audited for compliance.</p> <p>Also, why is the request for 15 more years? When you add that to the existing 5 years, that is another 20 years. I think the extension should be for something less, maybe 10 more years. Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be the new standard. It becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development after the extension has been granted.</p> <p>Since there are five years remaining I would like for the County to review and verify compliance with the existing Development Agreement before considering any extension.</p>		<p>The Applicant acknowledges the request for independent verification of compliance. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not retroactively modify prior obligations or waive existing obligations but preserves the County's ability to enforce applicable requirements.</p> <p>Please refer to the Submitted Suncadia response on Water Rights.</p> <p>Suncadia regularly audits adherence to open space requirements as new land is surveyed and platted. With each new plat application, Suncadia updates and submits to the County "Exhibit M" Open Space Calculation. This document tabulates open space acreage and confirms we are on track to maintain a 80% or higher open space calculation.</p>
40	Valerie Oleary	Jan 23, 2026	Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded.	Compliance Verification	The Applicant acknowledges the request for independent verification of compliance. Development Agreement implementation has occurred through County-reviewed permits and approvals. The proposed extension does not retroactively modify prior obligations.
41	Ianet Sandona	Jan 19, 2026	The current Development Agreement establishes clear requirements concerning infrastructure delivery, environmental mitigation, public amenities, and financial responsibilities.	Infrastructure / Environmental	The Applicant acknowledges the comment and confirms that infrastructure, environmental mitigation, and public amenity obligations have been addressed through approved development actions.
42	Carol Sandsmark	Jan 19, 2026	Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners or the County.	Compliance / Risk Allocation	The Applicant acknowledges the concern regarding transfer of obligations. The proposed extension does not transfer unresolved obligations and preserves enforcement authority.
43	Mark Stone	Jan 20, 2026	Before additional time or entitlements are granted, the County should verify that these commitments have been met.	Compliance Verification	The Applicant acknowledges the request for verification of compliance. Applicable obligations have been implemented through County oversight and approvals.
44	Rick Strellman	Jan 20, 2026	Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement.	Compliance Verification	The Applicant acknowledges the request for a formal compliance review. Development Agreement obligations have been addressed through phased approvals and County actions.
45	Norm Thomas	Jan 18, 2026	The proposed extension should be denied unless and until the developer demonstrates full compliance with the existing Development Agreement.	Compliance / Accountability	The Applicant acknowledges the comment opposing the extension. The proposed extension does not waive compliance obligations and maintains enforceability.
46	Devon Thomas	Jan 19, 2026	I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
47	Patricia Thurman		I believe accountability under the existing agreement must come first.	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
48	Sally Vellon	Jan 18, 2026	I am not opposed to development, but I respectfully ask that the County review the existing Development Agreement for applicability and compliance before approving any extension.		
49	Jackie Wilsey	Jan 22, 2026	Given the age of the project, it is not clear from the public record which obligations have been completed, which may have expired, and which may remain outstanding.	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
50	Rob Wilson	Jan 21, 2026	I would request you not approve an extension at this time. My reasoning is I believe all long-term developments should be required to pass a comprehensive, and preferably independent, review as to whether or not they have complied with previous county and Suncadia covenants and requirements before being allowed to continue to proceed.	Compliance / Accountability	As noted in other responses, the Applicant is committed to continuing to fulfill all required commitments.
51	Kathleen Woodward	Jan 23, 2026	Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded.	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
52	Kathy Ziegler	Jan 21, 2026	I am not opposed to development; however, I believe accountability under the existing agreement must come first.	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.

6	A	B	C	D	E
	Commenter Name	Date	Public Comment Excerpt / Summary	Topic Area	Applicant Response
53	No Name "Suncadia DA Comment 1"		The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable approvals. The proposed extension does not excuse unfinished obligations.
54					
55	Response to Comments Received after the cutoff date/time				
56	Ed Marshall	January 26, 2026	As a homeowner at Suncadia, I believe the proposed extension should be denied unless and until the developer demonstrates full compliance with the existing Development Agreement. Unresolved obligations should not be carried forward through an extension. Doing so places the burden on residents and the County. I ask the County to require a documented compliance review identifying unmet obligations and ensuring they are resolved prior to any extension decision. Accountability is fundamental to responsible development	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable approvals. The proposed extension does not excuse unfinished obligations.
57	Ira Astrachan / Community follow up comments	January 26, 2026	One of the biggest threats to the success and future of the MPR relates to water rights. We believe in the future, absent a change in the permitted number of units, there is build significant potential for the MPR to have insufficient water rights available to serve all residents	Water Rights	Please refer to the separate letter regarding water rights: "2026-0130 Suncadia response letter water rights"
58	Ira Astrachan / Community follow up comments	January 26, 2026	B-17, B-18, and B-19: Water Supply (previously discussed). These sections are of vital importance and given the previous discussion should be carefully examined	Water Rights	Please refer to the separate letter regarding water rights
59	Ira Astrachan / Community follow up comments	January 26, 2026	B-43(a): During development of the last three plats, several of the developer's construction vehicles did not have the required operable fire extinguisher on board. The developer was notified and stated an exception had been granted by the County Fire Marshal; however, the DA specifies three individual entities must examine the request, not just the Fire Marshal	DA Conditions	The applicant will ensure compliance during future plats and developments.
60	Ira Astrachan / Community follow up comments	January 26, 2026	B-44: During the development of every plat since 2019, we have consistently observed trucks transporting dusty materials without covered loads. While the developer may require, via contract or other means, these truck drivers to cover their loads, there appears to be no enforcement	DA Conditions	The applicant includes this condition as part of contracting and works to enforce. This is an ongoing commitment that the applicant works to meet. Based on the commenter providing previous comment to the county on this topic, the Applicant set up a complaint email for owners to submit complaints regarding this topic (or others). No complaints have been received.
61	Ira Astrachan / Community follow up comments	January 26, 2026	C-12: Requires the County Public Works Director to review the MPR road system (and restrictive gates) in conjunction with subdivision application. We believe a threshold or timeline should be considered for removing the restrictive gate at Firehouse Road with an eye toward public safety.	DA Conditions	The Firehouse Road gate is not an official entrance to Suncadia as allowed under the DA and as such, is gated. As discussed with the County, the gate can be opened for emergency egress should such emergency arise.
62	Ira Astrachan / Community follow up comments	January 26, 2026	C-16(e): As the development nears conclusion, it would be helpful for the developer to address the damage caused by the construction vehicles inside the MPR per this section such that they can plan to repair them (Suncadia Trail, Swiftwater Drive)	DA Conditions	Arterial roads within the MPR have worn over time due to many factors. Suncadia Trail and Swiftwater Drive are owned and maintained by the Suncadia Community Council and that entity has reserve funds to repair these roads at the appropriate time.
63	Ira Astrachan / Community follow up comments	January 26, 2026	C-17: The 2025 Traffic Monitoring Reports contains several inconsistencies. Page 13 states "roadway segments operate at LOS C or better in 2025" however the referenced chart clearly shows one road segment operating at LOS "D". To be fair, the same paragraph also states "These calculations include some directions operating worse than LOS C". More importantly, the entire report fails to address all items in section (h) of C-17. Taken together, these issues suggest the Traffic Monitoring Report would benefit from some refinement	DA Conditions	The applicant completes yearly traffic monitoring and shares the data with the County.
64	Ira Astrachan / Community follow up comments	January 26, 2026	C-30: To measure the effect of the MPR on public services, has the developer filed the proper reports within the last five years as required in this section?	DA Conditions	Yes, all required reports have been submitted.
65	Ira Astrachan / Community follow up comments	January 26, 2026	C-31: There does not appear to be a security force operating at the MPR. While a company provides monitoring services, this does not appear to meet the DA's requirement for "security."	DA Conditions	Suncadia has hired Allied Security to fulfill security patrol within the MPR.
66	Ira Astrachan / Community follow up comments	January 26, 2026	C-48 / C-51: The requirement for a "solid waste management plan" includes establishing recycling facilities. With the exception of cardboard, there is no recycling facility in the MPR.	DA Conditions	The applicant worked with Waste Management over the past 2 years to bring residential recycling to the MPR and that recycling is now in place. Waste Management is unable to support commercial recycling.

January 30, 2026

Suncadia response letter to the Development Agreement Extension public comment regarding water rights

We respectfully submit this response to comments about the water rights authorized for use for the MPR. Based on extensive water right planning for the MPR in coordination with the Washington State Department of Ecology and Department of Health, there are sufficient water rights for the permitted number of units.

The Washington State Department of Ecology has authorized the use of up to 3,059 acre-feet annually for municipal water supply purposes for the MPR. There are seven Water Rights authorized for use on the MPR, more particularly described below.

The Water Rights authorized for the MPR identify the total annual quantity and the annual consumptive use of water. The total annual quantity is the maximum volume of water (in acre-feet per year) that can be used under the water right. This is the amount of water conveyed to the MPR for use. The annual consumptive quantity is the amount of water consumed within the place of use and not returned based on groundwater flow or wastewater. The annual consumptive quantity is a subset of the total annual quantity.

The Water Rights authorized for the MPR are as follows:

Water Right	Annual Quantity (annually)	Consumptive Quantity (annually)
S4-85226-J	536.3 AF April 1 to October 15	192.49 AF-CU
S4-83611-J	892.17 AF April 1 to October 15	165.93 AF-CU
	37.45 AF October 16 to March 31	
S4-84112-J	355.98 AF April 1 to October 15	392.29 AF-CU
	650 AF October 16 to March 31	
S4-35803/G4-35804	587.1 AF April 1 to October 15	410.98 AF-CU
G4-36089/S4-36088		103.3 AF-CU
Totals	3,059 AF	1,264.99 AF



The Departments of Ecology and Health have undertaken review of the Water Rights and water demands. In approving the Water Rights for use on the MPR, the Washington Department of Ecology reviewed modeling for water demands for the MPR that were developed and reviewed as part of the environmental impact statement process. The Department of Health has also evaluated the Water Rights when determining whether there is sufficient water available for use.

Recently the County received comments about water rights for the MPR as part of its consideration of the Development Agreement amendment. We respectfully submit that the commentators mistakenly considered only part of the consumptive use available under the Water Rights. The average daily water use based on meter readings is the total annual volume not the consumptive quantity. As noted above, the total volume of water available to the MPR is 3,059 acre-feet annually, not 1,161.71 acre-feet.¹

There are sufficient water rights to meet the needs of the MPR. In addition, we will continue to demonstrate that water is available through each plat application and in accordance with state law.

¹ The commentators focused only on the consumptive use quantity and likely did not also include the Water Rights G4-36089/S4-36088.

	A	B	C	D	E	F
1	Overall Comment Response					
2	1. There is a common theme in the submitted comments requesting verification of compliance with the existing agreement. Suncadia has been, and will continue to be, fully committed to meeting all obligations under the agreement. Importantly, the Development Agreement extension does not relieve Suncadia of any commitments or responsibilities contained therein. Several commitments were fulfilled in the early years of the development (e.g. installation of a stoplight in Cle Elum). However, many requirements are ongoing in nature and are verified through land use applications and plat approvals for each new phase of Suncadia. Please note that the comment letters submitted on this topic were largely similar in content. The public comment excerpt provided below is intended only as a brief summary to facilitate a consolidated response.					
4	2. There are many comments provided that are not related to the Development Agreement. Suncadia has provided a brief response to many of these comments herein for clarity and so that the County knows we understand and are addressing these community concerns.					
5						
6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
7	Ali Astrachan	Jan 23, 2026	The agreement requires infrastructure obligations, environmental protections, and verification of whether the project has secured sufficient water rights or resources to support full build-out. Yet the public record does not clearly show what has been completed and what remains outstanding. Residents are left uncertain whether key commitments are being honored. Extending the agreement without a documented compliance review risks eroding trust, exposes the county to legal challenges, and makes enforcement of earlier obligations, especially time-sensitive ones, much harder. I urge the County to require a formal compliance determination before any extension is granted. Any extension should be conditioned on verified fulfillment of all obligations, with no forgiveness of unmet commitments and clear expectations for remaining responsibilities.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
8	Ira Astrachan	Jan 23, 2026	I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension. The current agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding. Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded. Once an extension is approved, it becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development. At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
9	Greg Blaine	Jan 19, 2026	I added a comment specifically about the Suncadia's requirement to provide certain infrastructure improvements. I am specifically concerned about the wastewater and sewage infrastructure, as I have concerns that those commitments have not been completed, and should be specifically addressed in any extension to the development plan.	A-2 (land use), B-20 (wastewater facility), D-1 (on-site septic)	Infrastructure / Sewer	The Applicant acknowledges the comment regarding wastewater and sewer infrastructure. Wastewater and sewer facilities serving the project have been constructed, operated, and regulated in accordance with approved permits and applicable standards. Suncadia completed construction of the sewage treatment plant in Cle Elum in 2005 and that plant is operated by the City of Cle Elum. That plant and the associated piping mains were sized to accommodate Suncadia at full build out. New infrastructure is constructed for new neighborhoods in accordance with applicable code. Compliance with Development Agreement infrastructure obligations is documented through County approvals and utility agreements. No outstanding wastewater infrastructure obligations remain as conditions to the proposed extension.
10	Blaine (2)	Jan 20, 2026	I support responsible and well-planned development. However, I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations. (I am particularly concerned about Suncadia's requirement to provide improvements to the waste water and sewage infrastructure, and believe that the rapid pace of development has outpaced their required improvements. There are areas throughout the resort that smell or sewage which could indicate that the existing system is already over capacity.)	A-2 (land use), B-20 (wastewater facility), D-1 (on-site septic)	Infrastructure / Sewer	The Applicant acknowledges the comment regarding wastewater and sewer infrastructure. Wastewater and sewer facilities serving the project have been constructed, operated, and regulated in accordance with approved permits and applicable standards. Suncadia completed construction of the sewage treatment plant in Cle Elum in 2005 and that plant is operated by the City of Cle Elum. That plant and the associated piping mains were sized to accommodate Suncadia at full build out. Compliance with Development Agreement infrastructure obligations is documented through County approvals and utility agreements. No outstanding wastewater infrastructure obligations remain as conditions to the proposed extension.

	A	B	C	D	E	F
6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
			<p>I believe it is premature to extend the agreement when the developer has not demonstrated full compliance with its existing, binding obligations. The Development Agreement contains numerous commitments related to infrastructure delivery, public amenities, environmental mitigation, and cost allocation. These provisions were intended to protect residents, the public, and the County. To date, it is unclear whether all such obligations have been fully satisfied or independently verified.</p> <p>Examples include:</p> <ol style="list-style-type: none"> 1. The basic supervision of builder contractors is not enforcing covered loads, parking, noise, and speed limits for developer contractors. 2. The developer has been shown to participate in a scheme that charges existing homeowners for pure development costs through an inclusive billing arrangement with the Suncadia water company. 3. The developer continues to control the HOA board and is charging the homeowners' HOA for builder trash removal and other builder costs. 4. The developer owes the HOA \$2.8 million, plus interest, related to a prior overcharge. The developer continues to ignore this obligation, and it now appears litigation will be required. 5. Ignoring the National Forest Fire Safety guidelines for trimming and setbacks <p>Please consider the following:</p> <ol style="list-style-type: none"> 1. If an extension is granted, please immediately request that the HOA board be restructured as follows: one set of board seats reserved for the builder and one set of four seats reserved for homeowners, to be filled through open elections. 2. Before any extension, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance, and with clear enforcement mechanisms for any remaining obligations. This approach prioritizes accountability, protects the public interest, and maintains public trust in the development approval process. 	B-44 (covered loads), B-46 (noise), C-31 (enforcement)	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements.</p> <p>Responses below are provided for clarification, although most of these are unrelated to the Development Agreement.</p> <ol style="list-style-type: none"> 1. Suncadia includes provisions in contracts for developer activity regarding builder "rules" that must be followed. Suncadia enforces these through active construction management and has engaged with the County on this topic through plat applications. Home builders follow rules outlined in the Design Review Guidelines and are enforced by the Suncadia Design Review Committee (DRC). 2. Suncadia sold the water and sewer utility companies to a private utility operator in 2019. The sale was approved by the Washington Utilities and Transportation Commission (UTC). Water rates are also reviewed and approved by the UTC. In 2024, Suncadia negotiated an agreement with the private utility operator to impose a "connection fee" for new lot connections to ensure that existing homeowners do not cover the cost of new lot infrastructure. Suncadia does not in any capacity have an "inclusive billing arrangement" with the water company. 3. Suncadia, as the declarant, has control of the HOA boards as allowed under the governing documents until a future date when 90% of the community is built out. Costs for trash removal are borne by homeowners/builders building new homes. Suncadia, through the Suncadia Community Council, manages the waste disposal as a service. 4. Suncadia is working through a historic overbilling issue with the HOA and is very actively involved with finding resolution through a full refund. This is unrelated to the Development Agreement. 5. It is not clear what this comment is referring to. Suncadia has a Land Stewardship Plan in place that directs forest management. Suncadia contracts with a professional forester on forest treatment. Since 2014, Suncadia has treated over 1,000 acres of open space for fire resiliency. In 2026, Suncadia plans to treat over 200 acres for fire resiliency. Suncadia is also working on a program that individual homeowners can adopt to make their home wildfire ready.
11	Rex Bloesser	Jan 25, 2026		DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
12	Alex & Wendi Bogaard	Jan 21, 2026	<p>I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.</p>	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
13	Richard Breckenridge	Jan 23, 2026	<p>The current Suncadia Development Agreement contains several binding obligations that have not been satisfied in a timely manner.</p>	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
14	Paul Clark	Jan 20, 2026	<p>Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.</p>	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.</p>
15	Brian Crews	Jan 22, 2026	<p>I am not opposed to an extension of the Development Agreement between the County and Suncadia with the following conditions: An assessment of compliance with the initial agreement is conducted by the County. All areas of non-compliance are included into the new DA extension agreement with accelerated terms of compliance with enforceable milestones and penalties for continued non-compliance.</p>	DA Recitals E, G, H, I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	<p>The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement. It is important to note that this application is for existing Development Agreement date extension only - it is not a new agreement.</p>

	A	B	C	D	E	F
6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
16	Peder Davis		I am not opposed to responsible development. My request is that the County review and verify compliance with the existing Development Agreement before considering any extension.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
17	Richard & Linda Dix	Jan 24, 2026	We have experienced the continued erosion of the Development's original vision, resulting in misrepresentations, unfulfilled promises and risk of diminished value of our significant investment in the community. Our request is that Kittitas Community Development Services perform a comprehensive compliance review prior to any decision granting the extension of a development agreement.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
18	Steve & Debbie Dowd	Jan 19, 2026	We are concerned that the developer(s) have not fully complied with the Development Agreement currently in effect. Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
19	Fred Mattison	Jan 24, 2026	I'm not aware of any requirement to extend the MPR agreement and especially a 15-year extension of the pain to taxpayers. Any extension will also extend the developers' ability to mismanage the associations per the CC&R's. If you are going to consider any extension of the MPR, Kittitas County should review the application just like a new application for development. All of the studies are older than 20 years.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The specific comments related to other items in the letter are not related to the Development Agreement and as such, a response is not provided.
20	Kurt & Laurie Fresh	Jan 20, 2026	Before considering an extension, we respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
21	Larry Gottlieb	Jan 25, 2026	We are writing to request that the County please perform a review of Suncadia's full compliance with its obligations to the Suncadia homeowners under the Development Agreement before deciding whether to agree with Suncadia's request for an extension.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for a formal compliance review. The Development Agreement has been implemented through multiple County-reviewed permits and approvals that confirm compliance with applicable obligations. The proposed extension does not modify or excuse previously completed or applicable requirements.
22	Stacy Heintz	Jan 19, 2026	Granting an extension without first documenting compliance makes it harder and potentially more expensive for us to enforce unfulfilled commitments after the fact.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Process / Enforcement	The Applicant acknowledges the concern regarding enforceability of commitments. The proposed extension maintains the enforceability of applicable Development Agreement provisions and does not eliminate or retroactively forgive any completed or ongoing obligations.
23	Steve Hunter	Jan 18, 2026	I am a homeowner in Suncadia since 2008. I support the extension of the Suncadia Development Agreement.	N/A	Extension Support	The Applicant appreciates the comment in support of the proposed Development Agreement extension.
24	Catherine Jackson	Jan 18, 2026	Thoughtful, orderly process has always been among our neighborhood's strengths; I believe this reinforces that.	N/A	Process / General	The Applicant appreciates the comment and support for a thoughtful and orderly review process.

6	A Commenter Name	B Comment Date	C Public Comment Excerpt / Summary	D Specific DA / Condition #	E Comment Topic Area	F Applicant Response
25	Brenda James	Jan 19, 2026	Before considering any extension of the Suncadia Development Agreement, the County should first determine whether the developer has complied with the agreement currently in force.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
26	James Jenkins	Jan 19, 2026	I am not opposed to development. My request is simply that the County review and verify compliance with the existing Development Agreement before considering any extension.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for confirmation of compliance with the existing Development Agreement. Since approval of the original agreement, required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not waive existing obligations but preserves the County's ability to enforce applicable requirements. The Applicant will continue to work with the County to ensure compliance with all on-going conditions through plat approvals and other time stamped conditions required under the Development Agreement.
27	Cindy Jobs	Jan 20, 2026	Granting an extension without first establishing a clear, written record of compliance risks allows unresolved obligations to be assumed complete or superseded.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the concern regarding documentation of compliance. Compliance with Development Agreement obligations has been verified through County approvals over the life of the project. The proposed extension does not assume incomplete obligations as satisfied.
28	Kathleen Horner & Bryan Kettel	Jan 18, 2026	Granting an extension of the Development Agreement before confirming compliance of binding commitments in the original proposal would effectively excuse any unfinished obligations.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable land use applications and approvals. The proposed extension does not excuse unfinished obligations.
29	Randall & Anne Kim	Jan 19, 2026	Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability. I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable land use applications and approvals. The proposed extension does not excuse unfinished obligations.
30	Debbie Landrie	Jan 19, 2026	The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met. I respectfully ask the County to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable land use applications and approvals. The proposed extension does not excuse unfinished obligations.
31	Mark Lucas	Jan 19, 2026	I am a Suncadia homeowner who supports responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County. For example; 1. Shifting sewer responsibilities through the sale of water and sewers utility. As a result dollars that were collected as part of the purchase of lots were not carried forward to the new utility. 2. Why is there a restriction on mailboxes. Every lot should come with a mailbox. 3. Why did the developer not approve cement board for siding years ago to protect the community. I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.	A-2 (land use), B-18 (water supply), B-20 (water rights), DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Utilities / Community Standards	The Applicant acknowledges the specific concerns raised. Utility responsibilities, design standards, and community requirements have been addressed through separate regulatory processes, HOA governance documents, and County approvals, as applicable. These matters are not altered by the proposed extension. 1. This comment is not related to the Development Agreement. Suncadia sold the water and sewer utility companies to a 3rd party private utility in 2019. Rates are set by the private utility company and the Washington State Utilities and Transportation Commission approves water rates. Recently, Suncadia worked with the utility to establish a connection fee for new lots to ensure that existing homeowners do not carry the cost of capital expansion of new lots. 2. This comment is not related to the Development Agreement. Only a small number of homeowners in the community are full time residents. Because of the focus on vacation homes and short term rentals, mail boxes for every lot was not contemplated. 3. This comment is not related to the Development Agreement. Cement board siding is allowed within the Design Guidelines for Suncadia.

	A	B	C	D	E	F
6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
32	Charles Lynch	Jan 25, 2026	<p>The governing body most issues is the Home Owners Association (HOA). The Developer holds controlling interest until 90% of the development is sold, the home owners have a voice but no control. The Developer makes many decisions based on their financial gain; perhaps not in the best interest of the home owners.</p> <p>One such decision was the sale of the water company. Originally, the water company was owned and managed by the Developer. It has since been sold. It was billed to the property owners and the Utility Commission as a no cost change. Since the sale, there has been a deliberate cost shift of future water system development costs for future homes, from developer to the water consumers (current home owners) resulting in increases to our water rates. The water system is not fully developed to cover the future growth and will need further expansion. I assume this will drive additional cost increases to my water bill.</p> <p>I'm not apposed to continued development, I just want the developer held to the original agreements and the homeowners have a equal vote in costs that will be paid by the HOA.</p>	<p>A-2 (land use), B-18 (water supply), B-20 (water rights), DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion.</p> <p>No Specific Conditions Stated</p>	<p>Utilities / Community Standards</p>	<p>The Applicant acknowledges the specific concerns raised. Utility responsibilities, design standards, and community requirements have been addressed through separate regulatory processes, HOA governance documents, and County approvals, as applicable. These matters are not altered by the proposed extension.</p> <p>The comment regarding the utility companies is not related to the Development Agreement. Suncadia sold the water and sewer utility companies to a private utility operator in 2019. The sale was approved by the Washington Utilities and Transportation Commission (UTC). Water rates are also reviewed and approved by the UTC. In 2024, Suncadia negotiated an agreement with the private utility operator to impose a "connection fee" for new lot connections to ensure that existing homeowners do not cover the cost of new lot infrastructure.</p>
33	Tim B. Magee	Jan 20, 2026	<p>I respectfully ask the county to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.</p> <p>The following are specific examples of how many Suncadia homeowners believe Suncadia management is falling short of its legal commitment to homeowners.</p> <ol style="list-style-type: none"> 1) In November 2023 an audit revealed that Suncadia overcharged us for security and patrols by \$2.8 million dollars over the prior 8 years. With interest it amounts to circa \$3.3 million owed to homeowners immediately. Suncadia has dragged its feet about repayment and seems to be hoping Washington's 3-year statute of limitations on the matter will expire this fall without repayment. 2) We homeowners pay for forestry management, particularly for fire-wising. In the name of "forestry management" though, Suncadia uses our funds to clear land it's opening for selling lots in its new neighborhoods. 3) We homeowners pay for construction waste disposal but only builders and contractors can access it; a violation of the Developer Agreement Suncadia's asking Kittitas to extend. 4) As the number of residents grow, we are entitled to increase the number of Homeowners on the Board that makes financial decisions. That number has not grown as the Developer Agreement specifies. 5) Suncadia shifted sewer responsibilities through the sale of its water and sewers utility, contradicting the Developer Agreement. As a result, dollars that were collected as part of our lot purchases were not carried forward to the new utility and our monthly water bills have consequently almost doubled. 	<p>A-2 (land use), B-18 (water supply), B-20 (water rights), DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion.</p> <p>No Specific Conditions Stated</p>	<p>Compliance Verification</p>	<p>The Applicant acknowledges the concerns raised regarding financial and governance matters. HOA governance, utility billing, and operational matters are administered pursuant to governing documents and applicable law and are separate from the Development Agreement extension request.</p> <p>The additional comments are not related to the Development Agreement, but the Applicant provides the following response:</p> <ol style="list-style-type: none"> 1) Suncadia is working through a historic overbilling issue with the HOA and is very actively involved with finding resolution through a full refund. 2) Suncadia has a Land Stewardship Plan in place that directs forest management. Suncadia contracts with a professional forester on forest treatment. Since 2014, Suncadia has treated over 1,000 acres of open space for fire resiliency. In 2026, Suncadia plans to treat over 200 acres for fire resiliency. Suncadia is also working on a program that individual homeowners can adopt to make their home wildfire ready. Suncadia does not use HOA funds to clear lots for new development - the funds are used to treat forest consistent with the Land Stewardship Plan for the benefit of all of Suncadia. 3) Costs for trash removal are borne by homeowners/builders building new homes. Suncadia, through the Suncadia Community Council, manages the waste disposal as a service. 4) Suncadia, as the declarant, has control of the HOA boards as allowed under the governing documents until a future date when 90% of the community is built out. 5) Suncadia sold the water and sewer utility companies to a 3rd party private utility in 2019. Rates are set by the private utility company and the Washington State Utilities and Transportation Commission approves water rates. Recently, Suncadia worked with the utility to establish a connection fee for new lots to ensure that existing homeowners do not carry the cost of capital expansion of new lots. Utility costs have risen over the past several years consistent with rising costs in all areas - namely labor costs, electricity costs, and materials costs.
34	Kathy Mattison	Jan 24, 2026	<p>In regard to the developer requesting a 15-year extension of their MPR development agreement, we see no reason to approve their request. They will only fail to complete the amenities originally sold to everyone during the first many years of their marketing the resort. Please apply pressure to the Lowe organization to follow through with all the original representations and finish up their involvement.</p>	<p>DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion.</p> <p>No Specific Conditions Stated</p>	<p>Compliance Verification</p>	<p>The comments provided are unrelated to the Development Agreement are instead appear to be about business decisions. The Applicant is committed to fulfilling their requirements under the Development Agreement and are also continuing to build out new community amenities. In the past 3 years, Suncadia has renovated the Lodge restaurant, renovated the spa, built new parks and broken ground on a new retail village that will open in June 2026.</p>
35	Donna McCaslin	Jan 19, 2026	<p>Granting an extension before resolving unmet obligations would undermine the purpose of the agreement and weaken accountability. I request that the County require a written compliance determination confirming that all obligations have been satisfied or identifying those that remain outstanding before considering an extension. Compliance must precede continuation.</p>	<p>DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion.</p> <p>No Specific Conditions Stated</p>	<p>Compliance Verification</p>	<p>The Applicant acknowledges the request for a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.</p>
36	Bob McDonald	Jan 23, 2026	<p>I am aware of many obligations that have not been satisfied by the developer, therefore I urgently request that the County perform a compliance review and grant any extension based on fulfillment of existing contractual obligations.</p>	<p>DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion.</p> <p>No Specific Conditions Stated</p>	<p>Compliance Verification</p>	<p>The Applicant acknowledges the request for a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.</p>

A	B	C	D	E	F
6 Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
37 Doug & Karen McDonald	Jan 20, 2026	<p>The Development Agreement includes enforceable agreements for infrastructure, environmental mitigation, public access, and financial responsibility. We are Suncadia homeowners who support responsible development. However, extending an agreement while obligations remain unmet shifts risk away from the developer and onto residents and the County.</p> <p>I respectfully request that the County conduct a written compliance review and require resolution of outstanding obligations prior to any extension decision.</p>	<p>DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated</p>	<p>Compliance Verification</p>	<p>The Applicant acknowledges the request for a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.</p>
38 Susan Miller	Jan 25, 2026	<p>I am not opposed to development, but I respectfully ask that the County review the existing Development Agreement for applicability and compliance before approving any extension. Given the age of the project, it is not clear from the public record which obligations have been completed, which may have expired, and which may remain outstanding.</p> <p>The developer controlled association has allowed irrigation and landscaping around homesites that has been designated open space and is supposed to remain natural.</p> <p>With the rate of water usage in the development now, it is difficult to see how the resort can support the additional proposed development over the next 20 years. As proven by this year's drought, water is going to be scarce in the years to come.</p> <p>At the HOA board meeting this week, the developer said that they had seen the comments sent to the county from the owners and would be responding to those questions about their compliance with the development agreement. Those responses should have been submitted with their original filing and able to be reviewed by the public, not at the 11th hour. This is exactly what we are requesting. A thoughtful, deliberate consideration of this development agreement prior to an unusual and very lengthy extension.</p>	<p>DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated</p>	<p>Compliance Verification</p>	<p>The Applicant acknowledges the concern regarding documentation of compliance. Compliance with Development Agreement obligations has been verified through County approvals over the life of the project. The proposed extension does not assume incomplete obligations as satisfied or waive enforceable requirements.</p> <p>The Applicant recognizes the risk of continued drought and is in the process of gathering better data on how to appropriately respond. This may include resort-wide reassessment of irrigation practices.</p>
39 Thomas Miller	Jan 19, 2026	<p>I am not opposed to responsible development. My request is that the County review and verify compliance with the existing Development Agreement before considering any extension. I am opposed to the 15 year extension of the current Development Agreement without a thorough examination of how well they have complied with the agreement. ... At a minimum, I respectfully ask that the County require a written compliance review of the existing Development Agreement prior to any consideration of an extension. While the County is not required to grant an extension, the developer is required to comply with the agreement already in place.</p>	<p>DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated</p>	<p>Compliance / Extension Scope</p>	<p>The Applicant acknowledges the concern regarding the length of the extension and the request for independent verification of compliance. The proposed extension maintains existing obligations and does not reduce County authority to enforce applicable requirements.</p>

6	A Commenter Name	B Comment Date	C Public Comment Excerpt / Summary	D Specific DA / Condition #	E Comment Topic Area	F Applicant Response
	Valerie Oleary	Jan 23, 2026	<p>The current Agreement includes obligations related to infrastructure phasing, public amenities and access, environmental mitigation, and other performance commitments that were part of the original approvals. Given the age and maturity of the project, it is not clear from the public record which of these obligations have been completed, which may have expired by their own terms, and which, if any, remain outstanding.</p> <p>For the past three years the area has experienced reduced hydrological events, and the number of developments besides Suncadia are on the rise. I am very concerned about the availability of water going forward. The demographics of homeowners is changing with more people living here permanently rather than vacation homes. This assumption should be reviewed for its impact on water usage. Is Suncadia compliant with their water rights?</p> <p>My other area of concern is open space. I have concerns with how this is calculated. My understanding is that areas around the houses are counted as open space. The newer sections of Suncadia appear to have bigger building envelopes than the original homes. I think that calculation needs to be audited for compliance.</p> <p>Also, why is the request for 15 more years? When you add that to the existing 5 years, that is another 20 years. I think the extension should be for something less, maybe 10 more years. Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be the new standard. It becomes significantly harder to enforce earlier requirements, particularly those tied to timing or early phases of development after the extension has been granted. Since there are five years remaining I would like for the County to review and verify compliance with the existing Development Agreement before considering any extension.</p>	A-2 (land use), B-18 (water supply), B-20 (water rights), DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for independent verification of compliance. Since approval of the original agreement required obligations have been addressed through phased development approvals, inspections, and County acceptance of improvements. The proposed extension does not retroactively modify prior obligations or waive existing obligations but preserves the County's ability to enforce applicable requirements. Please refer to the Submitted Suncadia response on Water Rights. Suncadia regularly audits adherence to open space requirements as new land is surveyed and platted. With each new plat application, Suncadia updates and submits to the County "Exhibit M" Open Space Calculation. This document tabulates open space acreage and confirms we are on track to maintain a 80% or higher open space calculation.
	Janet Sandona	Jan 19, 2026	Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for independent verification of compliance. Development Agreement implementation has occurred through County-reviewed land use permits and approvals. The proposed extension does not retroactively modify prior obligations.
	Carol Sandsmark	Jan 19, 2026	The current Development Agreement establishes clear requirements concerning infrastructure delivery, environmental mitigation, public amenities, and financial responsibilities. Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement. This review should clearly identify which obligations have been completed, which have expired by their terms, and which obligations remain outstanding.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the comment and confirms that infrastructure, environmental mitigation, and public amenity obligations have been addressed through approved development actions.
	Mark Stone	Jan 20, 2026	Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance / Risk Allocation	The Applicant acknowledges the concern regarding transfer of obligations. The proposed extension does not transfer unresolved obligations and preserves enforcement authority.
	Rick Strellman	Jan 20, 2026	Before additional time or entitlements are granted, the County should verify that these commitments have been met.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for a formal compliance review. Development Agreement obligations have been addressed through phased land use approvals and County actions.
	Norm Thomas	Jan 18, 2026	Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion, No Specific Conditions Stated	Compliance Verification	The Applicant acknowledges the request for a formal compliance review. Development Agreement obligations have been addressed through phased land use approvals and County actions.

	A	B	C	D	E	F
6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
46	Devon Thomas	Jan 19, 2026	The proposed extension should be denied unless and until the developer demonstrates full compliance with the existing Development Agreement. Unresolved obligations should not be carried forward through an extension. Doing so places the burden	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the comment opposing the extension. The proposed extension does not waive compliance obligations and maintains enforceability.
47	Patricia Thurman		I believe it is premature to extend the agreement when it appears the developer has not demonstrated full compliance with its existing obligations.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
48	Sally Vellon	Jan 18, 2026	I believe accountability under the existing agreement must come first.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
49	Jackie Wilsey	Jan 22, 2026	I am not opposed to development, but I respectfully ask that the County review the existing Development Agreement for applicability and compliance before approving any extension. Given the age of the project, it is not clear from the public record which obligations have been completed, which may have expired, and which may remain outstanding.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
50	Rob Wilson	Jan 21, 2026	I would request you not approve an extension at this time. My reasoning is I believe all long-term developments should be required to pass a comprehensive, and preferably independent, review as to whether or not they have complied with previous county and Suncadia covenants and requirements before being allowed to continue to proceed.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	As noted in other responses, the Applicant is committed to continuing to fulfill all required commitments.
51	Kathleen Woodward	Jan 23, 2026	Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
52	Kathy Ziegler	Jan 21, 2026	I am not opposed to development; however, I believe accountability under the existing agreement must come first.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the comment and confirms that accountability mechanisms remain in place under the Development Agreement.
53	No Name "Suncadia DA Comment 1"		The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the County should verify that these commitments have been met.	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable approvals. The proposed extension does not excuse unfinished obligations.
54						
55	Response to Comments Received after the cutoff date/time					

6	A	B	C	D	E	F
	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
56	Ed Marshall	January 26, 2026	As a homeowner at Suncadia, I believe the proposed extension should be denied unless and until the developer demonstrates full compliance with the existing Development Agreement. Unresolved obligations should not be carried forward through an extension. Doing so places the burden on residents and the County. I ask the County to require a documented compliance review identifying unmet obligations and ensuring they are resolved prior to any extension decision. Accountability is fundamental to responsible development	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Accountability	The Applicant acknowledges the request for a documented compliance review. The Development Agreement has been administered through ongoing County oversight, and obligations have been addressed through applicable approvals. The proposed extension does not excuse unfinished obligations.
57	Ira Astrachan / Community follow up comments	January 26, 2026	One of the biggest threats to the success and future of the MPR relates to water rights. We believe in the future, absent a change in the permitted number of units, there is build significant potential for the MPR to have insufficient water rights available to serve all residents	A-2 (land use), B-18 (water supply), B-20 (water rights)	Water Rights	Please refer to the separate letter regarding water rights: "2026-0130 Suncadia response letter water rights"
58	Ira Astrachan / Community follow up comments	January 26, 2026	B-17, B-18, and B-19: Water Supply (previously discussed). These sections are of vital importance and given the previous discussion should be carefully examined	B-17, B-18, B-19 (water supply)	Water Rights	Please refer to the separate letter regarding water rights
59	Ira Astrachan / Community follow up comments	January 26, 2026	B-43(a): During development of the last three plats, several of the developer's construction vehicles did not have the required operable fire extinguisher on board. The developer was notified and stated an exception had been granted by the County Fire Marshal; however, the DA specifies three individual entities must examine the request, not just the Fire Marshal	B-43 (air quality)	DA Conditions	The applicant will ensure compliance during future plats and developments.
60	Ira Astrachan / Community follow up comments	January 26, 2026	B-44: During the development of every plat since 2019, we have consistently observed trucks transporting dusty materials without covered loads. While the developer may require, via contract or other means, these truck drivers to cover their loads, there appears to be no enforcement	B-44 (covered loads)	DA Conditions	The applicant includes this condition as part of contracting and works to enforce. This is an ongoing commitment that the applicant works to meet. Based on the commenter providing previous comment to the county on this topic, the Applicant set up a complaint email for owners to submit complaints regarding this topic (or others). No complaints have been received.
61	Ira Astrachan / Community follow up comments	January 26, 2026	C-12: Requires the County Public Works Director to review the MPR road system (and restrictive gates) in conjunction with subdivision application. We believe a threshold or timeline should be considered for removing the restrictive gate at Firehouse Road with an eye toward public safety.	C-12 (transportation)	DA Conditions	The Firehouse Road gate is not an official entrance to Suncadia as allowed under the DA and as such, is gated. As discussed with the County, the gate can be opened for emergency egress should such emergency arise.
62	Ira Astrachan / Community follow up comments	January 26, 2026	C-16(e): As the development nears conclusion, it would be helpful for the developer to address the damage caused by the construction vehicles inside the MPR per this section such that they can plan to repair them (Suncadia Trail, Swiftwater Drive)	C-16 (e) (transportation)	DA Conditions	Arterial roads within the MPR have worn over time due to many factors. Suncadia Trail and Swiftwater Drive are owned and maintained by the Suncadia Community Council and that entity has reserve funds to repair these roads at the appropriate time.
63	Ira Astrachan / Community follow up comments	January 26, 2026	C-17: The 2025 Traffic Monitoring Reports contains several inconsistencies. Page 13 states "roadway segments operate at LOS C or better in 2025" however the referenced chart clearly shows one road segment operating at LOS "D". To be fair, the same paragraph also states "These calculations include some directions operating worse than LOS C". More importantly, the entire report fails to address all items in section (h) of C-17. Taken together, these issues suggest the Traffic Monitoring Report would benefit from some refinement	C-17 (transportation)	DA Conditions	The applicant completes yearly traffic monitoring and shares the data with the County.
64	Ira Astrachan / Community follow up comments	January 26, 2026	C-30: To measure the effect of the MPR on public services, has the developer filed the proper reports within the last five years as required in this section?	C-30 (public services)	DA Conditions	Yes, all required reports have been submitted.
65	Ira Astrachan / Community follow up comments	January 26, 2026	C-31: There does not appear to be a security force operating at the MPR. While a company provides monitoring services, this does not appear to meet the DA's requirement for "security."	C-31 (law enforcement)	DA Conditions	Suncadia has hired Allied Security to fulfill security patrol within the MPR.
66	Ira Astrachan / Community follow up comments	January 26, 2026	C-48 / C-51: The requirement for a "solid waste management plan" includes establishing recycling facilities. With the exception of cardboard, there is no recycling facility in the MPR.	C-48, C-51 (utilities)	DA Conditions	The applicant worked with Waste Management over the past 2 years to bring residential recycling to the MPR and that recycling is now in place. Waste Management is unable to support commercial recycling.

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2026-_____

**RESOLUTION ADOPTING AND AUTHORIZING THE CHAIR'S SIGNATURE TO
THE SECOND AMENDMENT OF
THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN KITTITAS COUNTY, WASHINGTON AND SUNCADIA RESORT
LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
SUNCADIA MASTER PLANNED RESORT**

WHEREAS: Kittitas County and Suncadia Resort LLC's predecessors in interest previously entered into that certain Amended and Restated Development Agreement as defined in that certain *Second Amendment of Amended and Restated Development Agreement By and Between Kittitas County, Washington and Suncadia Resort LLC Relating to the Development Commonly Known as Suncadia Master Planned Resort*, a copy of which is attached hereto and incorporated herein by reference (the "Second Amendment").

WHEREAS: Kittitas County and Suncadia Resort LLC have reached agreement regarding those amendments to the Development Agreement set forth in the Second Amendment.

WHEREAS, A public hearing was held on February 17, 2026, and the public was provided due notice and opportunity to provide testimony on the proposed development agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Kittitas County Commissioners, after due deliberation and in the best interest of the public, does hereby adopt and authorize Chair signature on the Second Amendment.

DATED this _____ day of _____, 2026, at Ellensburg, Washington

KITTITAS COUNTY

By: Cory Wright, Chairman

By: Brett Wachsmith, Vice-Chairman

By: Laura Osiadacz, Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

By: _____
Prosecutor/Deputy Prosecutor

After recording return to:

Marné Schwartz
Suncadia Resort LLC
770 Suncadia Trail
Cle Elum WA 98922

Document Title: Second Amendment of Amended and Restated Development Agreement

Grantor: Suncadia Resort LLC, a Delaware limited liability company

Grantee: Kittitas County, a Washington municipal corporation

Legal Description:

Ptn Sections 11, 13, 14, 15, 23, 24, & 25, Township 20 N, Range 14 E.W.M
Ptn Sections 18, 19, 20, 21, 28, 29, 30 & 31, Township 20 N, Range 14 E.W.M
See additional on Page C-2

Assessor's Tax Parcel Nos.: See pages C-2 through C-5

Reference Number Of Document Amended: 200904160090

Legal Description (Continued):

MountainStar Phase 1, Division 1 (an Alteration of MountainStar Division 1A), Book 10, pg 12-45
MountainStar Phase 1, Division 2 (Plat Alteration), Book 9, pages 157-187
Suncadia, Phase 1 Division 3, Book 9, pages 94-120
Suncadia Resort Services Parcel Short Plat, Kittitas SP No. SP-06-124, Book I Short Plats, pages 198-199
Winemakers Cabins, Suncadia - Phase 1, Division 3 – Tract , Book 13 , pages 163-168
Suncadia Phase 1 Division 4, Book 10, pages 50-73
Suncadia - Phase 1 Division 5, Book 10, pages 103-109
The Legacy At Suncadia, Suncadia - Phase 1 Division 6, Book 12 , pages 184-189
Miners Camp, Suncadia - Phase 1 Division 7A, Book 12, pages 162-165
Miners Camp, Suncadia - Phase 1 Division 7B and 7C, Book 12, pages 180-183
Miners Camp, Suncadia - Phase 1 Division 7D, Book 12, pages 250-252
The Lodge at Suncadia Master Condominium, Book 11, pages 26-38
The Lodge at Suncadia Residential Condominium, Book 11, pages 39-67
Suncadia - Phase 1 Division 9, Book 11, pages 78-82
Suncadia – Resort Core Binding Site Plan No. 1, Book K of Short Plats, pages 44-48
Suncadia - Resort Core, Suncadia Social , Book 14, pages 113-119 Suncadia - Phase 1 Division 10A, Book 12, pages 21-27
Suncadia - Phase 1 Division 10B, Book 12, pages 42-47
Suncadia - Phase 1 Division 10C, Book 12, pages 77-82
Cascade Reach, Tract B of Suncadia Resort Core Binding Site Plan No. 1, Book 13, pages 36-39
Trailhead Condominium, Suncadia - Phase 1, Division 12, Book 12, pages 218-220
Trailhead II Condominium, Suncadia Phase 1, Division 12, Book 14 pages 1-7
Trailhead, Suncadia - Phase 1 Division 12A, Book 12, pages 233-236
Suncadia, Phase 1 Division 13A (Plat Alteration), Book 11, pages 220-224
Osprey Ridge, Suncadia - Phase 1 Division 13B, Book 12, pages 121-125
South Cottages, Suncadia - Phase 1 Division 15, Book 13, pages 3-7
Nelson Creek, Suncadia - Phase 2 Division 1, Book 13, pages 128-134
Suncadia Phase 2 Division 2, Book 10, pages 170-183
River Ridge, Suncadia - Phase 2 Division 3, Book 12, pages 190-200
The Cabins at the Farm, Suncadia - Phase 2 Division 4, Book 13, pages 95-99
River Ridge II, Suncadia - Phase 2 Division 5, Book 13, pages 44-53
Nelson Ridge, Suncadia - Phase 2 Division 6, Book 13, pages 135-148
Suncadia – Phase 2 Division 7, Block 1, Book 13, pages 244-258
Suncadia – Phase 2 Division 7, Block 2, Book 14, pages 62-71
Nelson Stream, Suncadia – Phase 2 Division 7 a Replat of Lots 89-102 of Block 2, Book 14, pages 123-127
Suncadia – Phase 2 Division 7, Block 3, Book 14, pages 76-82
Suncadia – Phase 2 Division 8, Book 14 pages 49-61
Suncadia – Phase 3 Divisions 1 To 5 (Tumble Creek), Book 9, pages 51-78
of Suncadia – Phase 3 Divisions 6 To 9 (Tumble Creek), Book 9, pages 190-220
Suncadia – Phase 3 Division 11 (Tumble Creek), Book 9, pages 245-251
Phase 3 Division 12 (Tumble Creek), Book 10, pages 121-126
Suncadia – Phase 3 Division 14 (Tumble Creek), Book 13, pages 8-12
Suncadia – Phase 3 Division 15 and 16 (Tumble Creek), Book 13, pages 59-79
Suncadia – Phase 3 Division 17 (Tumble Creek), Book 13, pages 215-228

Assessor's Tax Parcel Nos.:

552534, 11893, 11895, 11896, 11897, 11898, 11067, 11068, 16216, 960995, 470834, 11843, 11846, 11847, 11852, 11853, 11854, 16221, 16222, 16223, 16224, 16231, 18713, 14058, 514235, 11918, 11919, 11920, 11985, 11986, 11987, 11988, 11989, 11990, 11991, 16265, 16267, 16271, 16274, 16276, 16279, 16280, 524235, 11921, 11922, 16281, 950256, 22030, 11114, 11115, 494235, 18817, 18819, 18822, 18823, 18824, 18825, 18826, 18827, 18828, 18829, 18830, 18831, 18832, 18833, 18834, 18835, 18836, 18837, 18838, 18839, 18840, 18841, 18842, 18843, 18844, 18845, 18846, 18847, 18848, 18849, 18850, 18851, 18852, 18853, 18854, 18855, 18856, 18857, 18858, 18859, 18860, 18861, 18862, 18863, 18864, 18865, 18866, 18867, 18868, 18869, 18870, 18871, 18872, 18873, 18875, 18876, 18877, 18878, 18879, 18880, 18881, 18882, 18883, 18884, 18885, 18886, 18887, 18888, 18889, 18890, 18891, 18892, 18893, 18894, 18896, 18897, 18898, 18899, 18900, 18901, 18902, 18903, 18904, 18905, 18906, 18907, 18908, 18909, 18910, 18911, 18912, 18913, 18914, 18915, 18916, 18917, 18918, 18919, 18920, 18921, 18922, 18923, 18924, 18925, 18926, 18927, 18928, 18929, 18930, 18931, 18932, 18933, 18934, 18935, 18936, 18937, 18938, 18939, 18940, 18941, 18942, 18943, 18944, 18945, 18946, 18947, 18948, 18949, 18950, 18952, 18953, 18954, 18955, 18956, 18957, 18958, 18959, 18960, 18961, 18962, 18963, 18964, 18966, 18968, 18969, 18970, 18971, 18972, 18973, 18974, 18975, 18976, 18977, 18978, 18979, 18980, 18981, 18982, 18983, 18984, 18985, 18986, 18987, 18988, 18989, 18990, 18991, 18992, 18993, 18994, 18996, 18998, 18999, 19000, 19001, 19002, 19003, 19004, 19005, 19006, 19007, 19008, 19009, 19010, 19011, 19012, 19013,

19014, 19015, 19016, 19017, 19018, 19020, 19021, 19022, 19023, 19024, 19026, 19028, 19030, 19031, 19032, 19033, 19035, 19036, 19037, 19038, 19039, 19040, 19041, 19042, 19043, 19044, 19045, 19046, 19047, 19048, 19049, 19050, 19051, 19052, 19053, 19054, 19055, 19056, 19057, 19058, 19059, 19060, 19061, 19062, 19063, 19064, 19065, 19066, 19067, 19068, 19069, 19070, 19071, 19072, 19073, 19074, 16262, 19076, 19078, 19079, 19080, 19081, 19082, 19083, 19084, 19085, 19087, 19089, 19091, 19092, 19093, 19095, 19630, 19632, 19635, 19077, 950252, 950253, 950342, 950343, 950344, 950345, 19686, 19688, 19689, 19690, 19691, 19692, 19693, 19694, 19695, 19696, 19697, 19698, 19699, 19700, 19701, 19702, 19703, 19719, 19720, 19724, 19725, 19726, 19728, 19729, 19731, 19732, 19733, 19735, 19738, 19740, 19742, 19744, 19745, 19747, 19748, 19749, 19750, 19751, 19753, 19754, 19755, 19756, 19757, 19761, 19762, 19763, 19764, 19765, 19775, 19776, 19777, 19778, 19779, 19780, 19781, 19820, 19823, 19824, 19825, 19826, 19828, 19829, 19830, 19847, 19848, 19849, 19850, 19851, 19853, 19855, 19857, 19858, 19859, 19860, 19946, 19947, 19948, 19951, 19952, 19953, 19954, 19956, 19959, 963890, 963891, 19966, 19967, 19969, 19970, 19971, 19972, 19973, 19974, 19976, 19977, 19978, 19979, 19980, 19981, 19982, 19987, 19988, 19990, 19992, 19993, 19994, 19995, 19996, 19997, 19998, 19999, 20000, 20001, 20002, 20003, 20004, 20005, 20006, 20007, 20008, 20010, 20011, 20012, 20013, 20014, 20015, 20016, 20018, 20019, 20020, 20021, 20022, 20023, 20024, 20026, 20028, 20030, 20031, 20032, 20033, 20034, 20035, 20036, 20037, 20038, 20039, 20040, 20041, 20042, 20043, 20044, 20045, 20046, 20047, 20048, 20049, 20050, 20051, 20052, 20053, 20054, 20055, 20056, 20058, 20059, 20061, 20062, 20064, 20065, 20066, 20067, 20068, 20070, 20071, 20072, 20073, 20076, 20077, 20079, 20080, 20081, 20082, 16247, 20083, 20084, 11862, 20087, 20090, 20057, 11914, 21719, 21720, 21721, 21724, 21726, 21727, 21728, 21729, 21730, 21731, 21732, 21733, 21734, 21735, 21736, 21737, 21738, 21739, 21740, 21741, 21742, 21743, 21744, 21745, 21746, 21747, 21748, 21749, 21750, 21751, 21752, 21753, 21754, 21755, 21756, 21757, 21758, 21759, 21760, 21761, 21762, 21763, 21764, 21765, 21766, 21767, 21768, 21770, 21769, 21771, 21772, 21773, 21774, 21775, 21776, 21777, 21778, 21779, 21785, 21786, 21787, 21788, 21789, 21790, 21791, 21792, 21793, 21794, 21795, 21796, 21797, 21798, 21800, 21801, 21802, 21803, 21807, 21811, 21814, 21817, 21823, 21825, 21826, 21827, 21828, 21829, 21830, 21831, 21832, 21833, 21834, 22121, 21835, 21836, 21843, 21844, 21845, 21846, 21847, 21848, 21849, 21850, 21851, 21852, 21853, 21854, 21855, 21856, 21857, 21858, 21859, 21860, 21861, 21862, 21863, 21864, 21865, 21866, 21867, 21868, 21869, 21870, 21871, 21872, 21873, 21875, 21876, 21877, 21878, 21879, 21880, 21881, 21882, 21883, 21884, 21885, 21886, 21887, 21888, 21889, 21890, 21891, 21892, 21893, 21894, 21895, 21896, 21897, 21898, 21899, 21900, 21901, 21902, 21903, 21904, 21905, 21906, 21907, 21908, 21910, 21911, 21912, 21913, 21914, 11864, 21915, 21916, 21917, 21918, 21919, 21920, 21921, 21922, 21923, 21924, 21925, 21927, 21928, 21931, 16248, 21935, 21936, 21937, 960107, 952894, 952895, 952896, 952897, 962052, 962053, 962054, 962055, 962056, 962057, 962058, 962059, 962060, 962061, 962062, 962063, 962064, 962065, 962066, 962067, 962068, 962069, 962070, 962071, 962072, 962073, 962074, 962075, 962076, 962077, 962078, 962079, 962080, 962081, 962082, 962083, 962084, 962085, 950816, 950817, 950818, 950819, 950820, 950821, 950822, 950823, 950824, 950825, 950826, 950827, 950828, 950829, 950830, 950831, 950832, 950833, 950834, 950835, 950836, 950837, 950838, 950839, 950840, 950841, 950842, 950843, 950844, 950845, 950846, 950847, 950848, 950849, 950850, 950851, 950852, 950853, 950854, 950855, 950856, 950857, 950858, 950859, 950860, 950861, 950862, 950863, 950864, 950865, 950866, 950867, 950868, 950869, 950870, 950871, 950872, 950873, 950874, 950875, 950876, 950877, 950878, 950879, 950880, 950881, 950882, 950883, 950884, 950885, 950886, 950887, 950888, 950889, 950890, 950891, 950892, 950893, 950894, 950895, 950896, 950897, 950898, 950899, 950900, 950901, 950902, 950903, 950904, 950905, 950906, 950907, 950908, 950909, 950910, 950911, 950913, 950914, 950915, 950916, 950917, 950918, 950919, 950920, 950921, 950922, 950923, 950924, 950925, 950926, 950927, 950928, 950929, 950930, 950931, 950932, 950933, 950934, 950935, 950936, 950937, 950938, 950939, 950940, 950941, 950942, 950943, 950944, 950945, 950946, 950947, 954141, 951190, 951191, 951192, 951193, 951194, 951195, 951196, 951197, 951198, 951199, 951200, 951201, 951202, 951203, 951204, 951205, 951206, 951207, 951208, 951209, 951210, 951211, 951212, 951213, 951214, 951215, 951216, 951217, 951218, 951219, 951220, 951221, 951222, 951223, 951224, 951225, 951226, 951227, 951228, 951229, 951230, 951231, 951232, 951233, 951234, 951235, 951236, 951237, 951238, 951239, 951240, 951241, 951242, 951243, 951244, 951245, 951246, 951247, 951248, 951249, 951250, 951251, 951252, 951253, 951254, 951255, 951256, 951257, 951258, 951259, 951260, 951261, 951262, 951263, 951264, 951265, 951266, 951267, 951268, 951269, 951270, 951271, 951272, 951273, 951274, 951275, 951276, 951277, 951278, 951279, 951280, 951281, 951282, 951283, 951284, 951682, 960191, 960192, 960193, 960194, 960195, 960196, 960197, 960198, 960199, 960200, 960201, 960202, 960203, 960204, 960205, 960206, 960207, 960208, 960209, 960210, 960211, 960212, 960213, 960214, 960215, 960216, 960217, 960218, 960219, 960220, 960221, 960222, 960223, 960224, 960225, 960226, 960227, 960228, 960229, 960230, 960231, 960232, 960233, 960234, 960235, 960236, 960268, 959987, 959988, 959989, 959990, 959991, 959992, 959993, 959994, 960172, 960173, 960174, 960175, 960176, 960177, 960178, 960179, 960180, 960181, 960182, 960183, 960184, 960733, 960734, 960735, 959996, 959997, 959998, 960185, 960186, 960736, 960737, 953383, 953384, 953409, 953410, 953411, 953412, 953413, 953414, 953415, 953416, 953417, 953418, 953419, 953420, 953421, 953422, 953423, 953424, 953425, 953426, 953427, 953428, 953429, 953430, 953431, 953432, 953433, 953434, 953435, 953436, 953437, 953438, 953439, 953440, 953441, 953442, 953443, 953444, 953445, 953446, 953447, 953448, 953449, 953450, 953451, 953452, 953453, 953454, 953455, 953456, 953457, 953458, 953459, 953460, 953461, 953462, 953463, 953464, 953465, 953466, 953467, 953468, 953469, 953470, 953471, 953472, 953473, 953474, 953475, 953476, 953477, 953478, 953479, 953480, 953481, 953482, 953483, 953484, 953485, 953486, 953487, 953488, 953489, 953490, 953491, 953492, 953493, 953494, 953495, 953496, 953497, 953498, 953499, 953500, 953501, 953502, 953503, 953504, 953505, 953506, 953507, 953508, 953509, 953510, 953511, 953512, 953513, 953514, 953515, 953516, 953517, 953518, 953519, 953520, 953521, 953522, 953523, 953524, 953525, 953526, 953527, 953528, 953529, 953530, 953531, 953532, 953533, 953534, 953535, 953536, 953537, 953538, 953539, 953540, 953541, 953542, 953543, 953544, 953545, 953546, 953547, 953548, 953549, 953550, 953551, 953552, 953553, 953554, 953555, 953556, 953557, 953558, 953559, 953560, 953561, 953562, 953563, 953564, 953565, 953566, 953567, 953568, 953569, 953570, 953571, 953572, 953573, 953574,

963079, 963080, 963081, 963082, 963083, 963084, 963085, 963086, 963087, 963088, 963089, 963090, 963091, 963092, 963093, 963094, 963095, 963096, 963097, 963098, 963099, 963100, 963101, 963102, 963103, 963104, 963105, 963106, 963107, 963108, 963109, 963110, 963111, 963112, 963113, 963114, 963115, 963116, 963117, 963118, 963119, 963120, 963121, 963122, 963123, 963124, 963125, 963126, 963127, 963128, 963129, 963130, 963131, 963132, 963133, 963134, 963135, 963136, 963137, 963138, 963139, 963140, 963141, 963142, 963143, 963144, 963145, 963146, 963147, 963148, 963149, 963150, 963151, 963152, 963153, 963154, 963155, 963025, 21642, 21643, 21644, 21645, 21646, 21647, 21648, 21649, 21670, 21671, 21651, 21652, 21653, 21654, 21655, 21656, 21657, 21658, 21659, 21660, 21661, 19517, 16217, 21672, 21662, 21663, 19518, 19512, 21676, 21677, 300734, 21533, 21535, 21534, 21536, 21537, 21538, 21539, 21540, 21541, 21542, 21543, 21544, 21545, 21546, 21547, 21548, 21549, 21550, 21551, 21552, 21553, 21554, 21555, 21556, 21557, 21558, 21559, 21560, 21561, 21562, 21563, 21564, 21565, 21566, 21567, 21568, 21569, 21570, 21571, 21572, 21573, 21574, 21575, 21576, 21577, 21578, 21579, 21580, 21581, 21582, 21583, 21584, 21585, 21586, 21587, 21588, 21589, 21590, 21591, 21592, 21593, 21594, 21595, 21596, 21598, 21599, 21600, 21601, 21602, 21603, 21604, 21605, 21606, 21607, 21608, 21609, 21610, 21611, 21612, 21613, 21614, 21615, 21616, 21617, 21618, 21619, 21620, 21621, 21622, 21624, 21625, 21626, 21627, 21628, 21629, 21630, 21631, 21632, 21633, 21634, 21635, 21636, 21637, 21638, 21639, 21640, 950129, 950130, 950131, 950132, 950133, 950134, 950135, 950136, 950137, 950138, 950139, 950140, 950141, 950142, 950143, 950144, 950145, 950146, 950147, 950148, 950149, 950151, 950152, 950153, 950155, 950156, 950157, 950158, 950159, 950160, 950161, 950162, 950163, 950164, 950165, 950166, 950167, 950168, 950169, 950170, 950171, 950172, 950173, 950174, 950175, 950176, 950177, 950178, 950179, 950181, 950182, 950183, 950184, 950185, 950186, 950187, 950188, 950189, 950190, 950191, 950192, 950193, 950229, 950194, 950195, 950196, 950197, 950198, 950199, 950200, 950201, 950202, 950203, 950204, 950205, 950206, 950207, 950208, 950209, 950210, 950211, 950212, 950213, 950214, 950215, 950216, 950217, 950219, 950220, 950221, 950222, 950223, 950224, 950225, 950226, 950227, 950037, 950038, 950039, 950040, 950041, 950042, 950043, 950044, 950045, 950046, 950047, 950048, 950049, 950050, 950051, 950052, 950053, 950055, 950056, 950061, 950062, 950063, 950064, 950065, 950066, 950067, 950068, 950069, 950070, 950071, 950072, 950073, 950074, 950075, 950076, 950077, 950078, 950079, 950081, 950082, 950083, 950084, 950085, 950086, 950087, 950088, 950089, 950090, 950091, 950092, 950093, 950094, 950095, 950096, 950097, 950098, 950100, 950101, 950102, 950103, 950104, 950105, 950106, 950107, 950108, 950109, 950110, 950111, 950112, 950113, 950114, 950115, 950116, 950117, 950118, 950119, 950120, 950121, 950122, 950123, 950124, 950125, 950126, 950127, 950128, 950015, 950016, 950017, 950018, 950019, 950020, 950021, 950022, 950023, 950024, 950025, 950026, 950027, 950028, 950029, 950030, 949994, 949995, 949996, 949997, 949998, 949999, 950000, 950001, 950002, 950003, 950004, 950005, 950006, 950007, 950008, 950009, 950010, 950011, 950012, 950013, 950014, 950035, 951319, 951320, 951321, 951322, 951323, 951324, 951325, 951326, 951327, 951328, 951329, 951330, 951331, 951332, 951333, 951334, 951335, 951336, 951337, 951673, 951293, 951294, 951295, 951296, 951297, 951298, 951299, 951300, 951301, 951302, 951303, 951304, 951305, 951306, 951307, 951308, 951309, 951310, 951311, 951312, 951313, 951314, 951315, 951316, 951317, 951318, 960834, 960835, 960836, 960838, 960839, 960840, 960842, 960843, 960844, 960845, 960846, 960896, 961350, 961351, 961352, 961353, 961354, 961355, 961356, 961357, 961358, 961359, 961360, 961361, 961362, 961363, 961245, 961246, 961247, 961248, 961249, 961250, 961251, 961252, 961253, 961254, 961255, 961257, 961258, 961259, 961260, 961261, 961262, 961263, 961264, 961265, 961266, 961267, 961268, 961269, 961270, 961271, 961272, 961273, 961274, 961275, 961276, 961277, 961278, 961279, 961280, 961281, 961282, 961283, 961284, 961285, 961286, 961287, 961288, 961289, 961290, 961291, 961292, 961293, 961294, 961295, 961296, 961297, 961298, 961299, 961300, 961301, 961302, 961303, 961304, 961305, 961306, 961307, 961308, 961309, 961310, 961311, 961312, 961313, 961314, 961315, 961316, 961317, 961318, 961319, 961320, 961321, 961322, 961323, 961324, 961325, 961327, 961328, 961329, 961330, 961332, 961333, 961334, 961336, 961337, 961338, 961339, 961340, 961341, 961342, 961343, 961345, 961346, 961347, 961348, 962447, 962448, 962449, 962450, 962451, 962452, 962372, 962373, 962374, 962375, 962376, 962377, 962378, 962379, 962380, 962381, 962382, 962383, 962384, 962385, 962386, 962387, 962388, 962389, 962390, 962391, 962392, 962393, 962394, 962396, 962397, 962398, 962399, 962400, 962401, 962402, 962403, 962404, 962405, 962406, 962407, 962408, 962409, 962410, 962411, 962412, 962413, 962414, 962415, 962416, 962417, 962418, 962419, 962420, 962421, 962422, 962423, 962424, 962425, 962426, 962427, 962428, 962430, 962431, 962432, 962433, 962434, 962435, 962436, 962437, 962438, 962439, 962440, 962441, 962443, 962444, 962445, 962446

SECOND AMENDMENT OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN
KITTTAS COUNTY, WASHINGTON AND SUNCADIA RESORT LLC
RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
SUNCADIA MASTER PLANNED RESORT

THIS SECOND AMENDMENT OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Second Amendment”) is dated, for reference purposes, the _____ day of _____, 2026, by and between by and between Suncadia Resort LLC, a Delaware limited liability company (“Suncadia”) and Kittitas County, a Washington municipal corporation (the “County”).

RECITALS

A. The County and/or Suncadia’s predecessors in interest previously entered into certain documents pertaining to the development of property located in Kittitas County in the State of Washington now known as the Suncadia Master Planned Resort including, but not limited to, the following:

1. *Development Agreement by and Between Kittitas County, Washington, Trendwest Resorts, Inc. And Trendwest Investments, Inc., Relating to the Development Commonly Known As Mountainstar Master Planned Resort* dated October 10, 2000, adopted by the County pursuant to **Ordinance No. 2000-16**, and recorded under **Kittitas County Auditor’s File No. 200010240006** (the “2000 Agreement”);
2. *An Ordinance Amending Ordinance 2000-15, Ordinance 2000-16, and MountainStar Conditions related to Condition C-34*, adopted by the County September 4, 2001, pursuant to **Ordinance No. 2001-14** (sometimes referred to as the 1st Amendment of the 2000 Agreement)
3. *An Ordinance Amending Ordinance 2000-16*, adopted by the County April 29, 2002, pursuant to **Ordinance No. 2002-005**
4. *An Ordinance Amending Ordinance 2000-16*, adopted by the County September 2, 2003, pursuant to **Ordinance No. 2003-13**
5. *Resolution Amending the Development Agreement Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort to Allow for the Use of Binding Site Plans*, resolved December 5, 2006, under **Resolution No. 2006-170** (sometimes referred to as the 2nd Amendment of the 2000 Agreement and referred to hereinafter as the “Binding Site Plan Amendment”)
6. *Resolution Amending the Development Agreement Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort Setting Specific Dates for Fire Station Construction*, resolved February 12, 2007, under **Resolution No. 2007-11** (sometimes referred to as the 3rd Amendment of the 2000 Agreement)

7. *Resolution Amending Conditions C-45 and C-46 of the Development Agreement Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, resolved September 18, 2007, under **Resolution No. 2007-119** (sometimes referred to as the 4th Amendment of the 2000 Agreement)
8. Comprehensive Plan Amendments adjusting the MPR boundaries approved under **Ordinance Nos. 2002-23, 2003-18, 2004-44, 2005-40 and 2006-63** and the resultant adjustments to the Master Planned Resort Zoning District (collectively, the “MPR Boundary Adjustments”)
9. *Resolution Adopting the Fifth Amendment to Development Agreement By and Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, resolved April 1, 2008, under Resolution No. 2008-61 which resolution was subsequently rescinded by Resolution No. 2009-37
10. *Amended and Restated Development Agreement By And Between Kittitas County, Washington and Suncadia LLC Relating To The Development Commonly Known As Suncadia Master Planned Resort*, dated December 2, 2008, adopted by Kittitas County pursuant to *Resolution Adopting the Sixth Amendment to Development Agreement By and Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, dated April 7, 2008 and adopted under **Resolution No. 2009-37** (said resolution referring to itself as the Sixth Amendment to the 2000 Agreement), and recorded April 16, 2009, under **Kittitas County Auditor’s File No. 200904160090** (hereinafter the “Amended and Restated Development Agreement”)
11. *Resolution Adopting the Seventh Amendment to Development Agreement By and Between Kittitas County and Suncadia LLC Relating to the Development Known as Suncadia Master Planned Resort*, resolved June 2, 2009, under **Resolution No. 2009-78** (said resolution referring to itself as the Seventh Amendment the 2000 Development Agreement and referred to hereinafter as the “First Amendment of the Amended and Restated Development Agreement”)
12. *Resolution Authorizing the Transfer of the Suncadia Property and Development Agreement and its Entitlements, Obligations, Covenants and Conditions* entered into March 30, 2012, under **Resolution No. 2012-032**, together with *Resolution to Authorize Assignment of Rights in Matter of Suncadia* adopted August 21, 2012 under **Resolution No. 2012-101** and *Agreement Ratifying and Confirming Development Agreement by and between Kittitas County, Washington, Suncadia LLC, and New Suncadia LLC* (the “Transfer to New Suncadia”)
13. *Resolution Authorizing the Transfer of the Suncadia Property and Development Agreement and its Entitlements, Obligations, Covenants and Conditions* entered into July 6, 2021, under **Resolution No. 2021-100** together with *Agreement Ratifying and Confirming Development Agreement by and between Kittitas County, Washington, New Suncadia LLC and Suncadia Resort, LLC* (the “Transfer to Suncadia Resort”)

For purposes of this document, (a) the amendments to the 2000 Agreement which are identified in Sections A(2) through A(8), collectively, shall be hereinafter be included in the

definition of the “2000 Agreement” and (b) the Amended and Restated Development Agreement and First Amendment of the Amended and Restated Development Agreement (collectively, the “Restated Agreement”), together with the Transfer to New Suncadia, Transfer to Suncadia Resort, and such portions of the 2000 Agreement which are not superseded by the Restated Agreement including, but not limited to, the 2000 Exhibits and the Binding Site Plan Amendment, shall be referred to collectively as the “Development Agreement”.

B. Pursuant to (i) the Transfer to New Suncadia and (ii) the Transfer to Suncadia Resort, Suncadia Resort LLC, a Delaware limited liability company, is the successor in interest to Suncadia LLC, a Delaware limited liability company, which was the successor in interest to Trendwest Resorts, Inc., an Oregon Corporation, Trendwest Investments, Inc., a Washington corporation, and MountainStar Development, LLC, a Delaware limited liability company.

C. The Term of the Development Agreement is 30 years ending October 9, 2030.

D. The Parties have agreed to extend the Term and otherwise amend the Development Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the ongoing benefits to the parties described in the Amended and Restated Development Agreement, including but not limited to those set forth in Recital H thereof, and together with the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. Except as specifically provided herein, defined terms used herein shall have the same meaning as set forth in the Development Agreement.
2. The definition of “Suncadia” as it pertains to Suncadia LLC, a Delaware limited liability company, shall hereafter refer to Suncadia Resort LLC, a Delaware limited liability company.
3. The Term of the Development Agreement is hereby extended by 15 years and as such, Section 1.2 and definition of “Term” set forth in Section 2 of the Development Agreement are amended to read as follows:

“**1.2 Term.** The term referenced in this Agreement (the “Term”) shall commence upon the Effective Date and continue for a period of ~~thirty-fourty-five~~ (3045) years, ending October 9, ~~2030~~2045. The date of this Agreement shall have no effect on the Term.”

““Term” shall mean ~~thirty-fourty-five~~ (3045) years commencing upon the Effective Date, as set forth in Section 1.2 of this Agreement.”

4. The effective date of the amendments contained in this Second Amendment shall be the date first above written.

5. Except as amended and supplemented herein, the Development Agreement shall remain in full force and binding effect; provided, however, in the event of any conflicts between the Development Agreement and this Second Amendment, this Second Amendment shall control.

The remainder of this page left intentionally blank.

IN WITNESS WHEREOF the parties have signed and delivered this Second Amendment as of the day and year first above written.

KITTITAS COUNTY

By: _____
Its: Chairman
As authorized by Resolution No. 2026-_____

Approved As To Form:

Stephanie Hartung, Deputy Prosecuting Attorney

SUNCADIA RESORT LLC, a Delaware limited liability company
By its Managing Member, LCIF Suncadia LLC, a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Kittitas County Board of County Commissioners, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be _____ of LCIF Suncadia LLC, a Delaware limited liability company, the Managing Member of **Suncadia Resort, LLC, a Delaware limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be _____ of LCIF Suncadia LLC, a Delaware limited liability company, the Managing Member of **Suncadia Resort, LLC, a Delaware limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____