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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.					
3	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.					
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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.

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			<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				
12	Alex & Wendi 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.	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.
13	Richard Breckenridge	Jan 23, 2026	The current Suncadia Development Agreement contains several binding obligations that have not been satisfied in a timely manner.	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.
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.	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.
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.	DA Recitals E, G, H, 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. It is important to note that this application is for existing Development Agreement date extension only - it is not a new agreement.

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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.

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6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	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.

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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>	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	<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. 	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	<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>	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance Verification	<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>	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 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>	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 a compliance determination. Development Agreement obligations have been implemented through phased approvals and County oversight. The extension does not waive enforceable requirements.</p>

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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.</p> <p>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.</p> <p>No Specific Conditions Stated</p>	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	<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.</p> <p>No Specific Conditions Stated</p>	Compliance Verification	<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.</p> <p>No Specific Conditions Stated</p>	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.

	A	B	C	D	E	F
6	Commenter Name	Comment Date	Public Comment Excerpt / Summary	Specific DA / Condition #	Comment Topic Area	Applicant Response
40	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	<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. 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.</p>
41	Janet Sandona	Jan 19, 2026	<p>Granting an extension without first establishing a clear, written record of compliance risks allowing unresolved obligations to be assumed complete or superseded.</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 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.</p>
42	Carol Sandsmark	Jan 19, 2026	<p>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.</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 comment and confirms that infrastructure, environmental mitigation, and public amenity obligations have been addressed through approved development actions.</p>
43	Mark Stone	Jan 20, 2026	<p>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.</p>	DA Recitals D thru I; DA Section 4.2 Timing of Construction and Completion. No Specific Conditions Stated	Compliance / Risk Allocation	<p>The Applicant acknowledges the concern regarding transfer of obligations. The proposed extension does not transfer unresolved obligations and preserves enforcement authority.</p>
44	Rick Strellman	Jan 20, 2026	<p>Before additional time or entitlements are granted, the County should verify that these commitments have been met.</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 a formal compliance review. Development Agreement obligations have been addressed through phased land use approvals and County actions.</p>
45	Norm Thomas	Jan 18, 2026	<p>Before considering an extension, I respectfully request that the County conduct a formal, written compliance review of the existing Development Agreement.</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 a formal compliance review. Development Agreement obligations have been addressed through phased land use approvals and County actions.</p>

	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.
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55	Response to Comments Received after the cutoff date/time					

	A	B	C	D	E	F
6	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.