

CHAPTER 4

COMMENT LETTERS

This chapter of the *47° North Proposed Master Site Plan Amendment Final SEIS* contains all the comments received on the Draft SEIS. During the 45-day extended public comment period, as well as two comment letters received after the comment period ended. A total of 110 written comment letters/emails were received,¹ eight phone messages were left on the dedicated phone line, and one spoken comment was made by an individual at the virtual public meeting. Comment letters/numbers appear in the margins of the letters/transcriptions and are cross-referenced to the corresponding responses. Comments and responses are grouped in the following categories: Comment Letters (Agencies/Tribes/Organization and Individuals), Dedicated Phone Line Comments, and Public Meeting Comments.

Responses to all substantive comments are provided in **Chapter 3**.

Comment Letters

Agencies, Tribes, and Organizations

- L-1 Washington State Department of Archaeology and Historic Preservation
- L-2 Washington State Department of Fish and Wildlife
- L-3 Washington State Department of Transportation
- L-4 City of Cle Elum Police Department
- L-5 City of Roslyn
- L-6 Yakama Nation
- L-7 Cle Elum Downtown Association
- L-8 Cle Elum – Roslyn School District
- L-9 Walter Strom Middle School
- L-10 Walter Strom Middle School
- L-11 City Heights
- L-12 Suncadia
- L-13 Sun Communities/Atwell
- L-14 Washington Horse Park
- L-15 Kittitas County Public Works (late but included as a courtesy)

¹ Note that a couple of commenters submitted more than one letter, and several letters were signed by more than one individual.

Individuals

L-16	J. & N Ahola	L-18	D. & G. Bass	L-20	M. Becker
L-17	C. Anderson	L-19	M. Bates	L-21	F. & L. Benson
L-22	M. Berry	L-53	N. Holmes	L-83	K. Rainwater
L-23	B. Bogart	L-54	D. Hutchinson	L-84	J. Reed
L-24	C. Bolender	L-55	V. Jarvis	L-85	M. Reimer
L-25	L. Bronkema	L-56	R. & B. Jayne	L-86	A. Risvold
L-26	K. Butorac	L-57	T. Jerke & P. Miller-	L-87	G. Rudolph
L-27	M. Butorac	Jerke		L-88	M. Santa
L-28	A. Casto	L-58	D. Johnson	L-89	T. Santa
L-29	C. Cook	L-59	S. Johnson (1)	L-90	P. Schmidtt
L-30	A. Crawford	L-60	S. Johnson (2)	L-91	L. Segarra
L-31	M. Day	L-61	C. Keller	L-92	L. Shovlain
L-32	M. DeKinkker	L-62	C. Keller	L-93	L. Shuck
L-33	E. Doern	L-63	D. Kilgore	L-94	M., V. & K.
L-34	L. Donovan	L-64	M. Kirkpatrick		Soderstrom
L-35	C. Dunham	L-65	R. Kurz	L-95	D. St. Yves
L-36	A. Dunn	L-66	R. Lovejoy	L-96	S. Stern-Smith
L-37	F. Ellison	L-67	K. and C. Lucke	L-97	E. Stevenson
L-38	T. Ellison	L-68	S. and D. Malcom	L-98	M. Thompson
L-39	J. Elward	L-69	C. Martin	L-99	T. Uren
L-40	A. Fuller	L-70	A. McCaffery	L-100	N. Van West
L-41	G. Green	L-71	S. Melbardis	L-101	J. Waldenmaier
L-42	S. Grindle	L-72	S. Miller	L-102	J. & L. Wallick
L-43	P. Griswold	L-73	R. Moe	L-103	C. Wersland
L-44	M. Gruber	L-74	C. Montgomery	L-104	E. Wise
L-45	J. Hallisey	L-75	R. Najar	L-105	K. Wyborski
L-46	L. Halte	L-76	B. & S. Nelson	L-106	J. Young
L-47	L. & T. Hegg	L-77	P. Nelson	L-107	J. Young
L-48	J. Hein (1)	L-78	B. Nicholls	L-108	L. Zepp
L-49	J. Hein (2)	L-79	C. Nicholls	L-109	B. Zierke
L-50	A. Hernandez	L-80	A. Nicholson	L-110	M. Randleman
L-51	A. Hill	L-81	T. O'Cain		(late but included as a
L-52	M. Hoban	L-82	J. Peck		courtesy)

Dedicated Phone Line Comments (in order spoken)

VM-1 T. Grishwold
VM-2 J. Young
VM-3 D. Chepoda
VM-4 C. Jones
VM-5 S. Watson
VM-6 J. Hine
VM-7 C. Hayes

VM-8 C. Scoon

Public Meeting Comments

PM-1 New Suncadia (R. Beck)

Agency, Tribes, & Organization Letters



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

October 2, 2020

Lucy Temple
City Planner
City of Cle Elum
119 West First Street
Cle Elum, WA 98922

In future correspondence please refer to:
Project Tracking Code: 2019-12-09417
Property: Proposed 47 Degrees North project by Sun Communities Inc.
Re: More Information Needed

Dear Lucy Temple:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) regarding the above referenced proposal. In response, we have reviewed the materials you provided for this project. Please review our comments below:

- We concur with several of the concerns presented by the Yakama Nation Cultural Resources Program (see attached email from Noah Oliver, dated 10/2/2020):
 - The report should be updated to include a map of the previously recorded sites within the project area in relation to the geotechnical trenches. It is unclear to DAHP whether geotechnical trenching activities occurred within the boundaries of previously recorded sites or not. 1
 - DAHP agrees that the “order of operations” for this project is problematic. It may be beneficial for the City of Cle Elum, DAHP, the Yakama Nation, and any other interested Tribes or parties to meet to discuss future projects. Ideally, cultural resources surveys should be conducted prior to any ground disturbance within proposed project areas. Please contact DAHP to arrange this meeting. 2
- On page 21 of the report, it is stated that “The area designated as potential future commercial space was not investigated during this field investigation.” Will this area be investigated in the future? 3
- On page 31 of the report, the consultant states that 23 shovel tests were excavated to “supplement” the geotechnical trenches. Geotechnical trenching with a backhoe is not comparable to hand excavation using shovels and screens. Furthermore, the number of shovel tests does not appear to be adequate for the size of the project area, particularly when the majority of it has not been previously surveyed. We ask that the consultant either provides additional information describing why this number of shovel tests was adequate, or returns to the project area to systematically excavate additional shovel tests. 4



We appreciate receiving copies of any correspondence or comments from concerned tribes and other parties that you receive as you consult for this project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law.

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Thank you for the opportunity to review and comment. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. If you have any questions, please feel free to contact me.

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Sincerely,

A handwritten signature in blue ink that reads "Sydney Hanson". The signature is fluid and cursive, with a long horizontal line extending to the right.

Sydney Hanson
Transportation Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov



SEPAResponsibleOfficial

Letter L-2

RECEIVED
NOV - 2 2020

From: Nelson, Jennifer L (DFW) <Jennifer.Nelson@dfw.wa.gov>
Sent: Monday, November 02, 2020 2:36 PM
To: SEPAResponsibleOfficial
Cc: Lucy Temple; Torrey, Elizabeth M (DFW); Downes, Scott G (DFW)
Subject: WDFW comments on 47 North Draft SEIS
Attachments: WDFW comments 47 North SEIS Nov2020.pdf

Please find WDFW's comments on the Draft SEIS attached to this email.

Jennifer Nelson
Washington Department of Fish and Wildlife
Habitat Program
Ellensburg, WA 98926
(509) 961-6639 Mobile



State of Washington
DEPARTMENT OF FISH AND WILDLIFE
South Central Region • Region 3 • 1701 South 24th Avenue, Yakima, WA 98902-5720
Telephone: (509) 575-2740 • Fax: (509) 575-2474

November 2, 2020

SEPA Responsible Official
City of Cle Elum
119 West First Street
Cle Elum, WA 98922

SUBJECT: WDFW COMMENTS ON 47⁰ NORTH DRAFT SEIS

Dear SEPA Responsible Official,

Thank you for the opportunity to comment on the Draft Supplemental Environmental Impact Statement (SEIS) for the *47⁰ North Master Site Plan* (project). The Washington Department of Fish and Wildlife (WDFW) has specialized knowledge of the wildlife and critical areas which intersect the project area. As the agency of expertise, these recommendations should be considered as part of the review and determination process.

We offer the following information and recommendations for consideration to ensure the fish and wildlife habitat conservation areas on and adjacent to this property are protected consistent with the purpose of the Cle Elum Critical Areas Ordinance (Cle Elum Municipal Code 18.01.010), which is to "...protect critical areas and to channel development to less ecologically sensitive areas." At present, WDFW does not believe that the Draft SEIS fully addresses this purpose; a revision to the Draft SEIS incorporating the comments below will assist in ensuring the impacts to wildlife, habitat, and critical areas are fully evaluated, disclosed, and appropriated addressed.

Our comments are as follows:

- Appendix E to the Draft SEIS notes that a biological survey was conducted on October 22, 2019 to update the 2002 information on habitats and wildlife use. A one-day survey during one season of the year does not capture the diverse fauna that likely occurs on this site. Seasonal use by birds, mammals, amphibians, and reptiles need to be considered and evaluated with well-planned and comprehensive wildlife studies. We note that the IPAC report attached to Appendix E also shows that numerous species would not likely be present in mid-October, at the time of the survey. **WDFW recommends that more comprehensive wildlife surveys occur to better document actual wildlife use of the project area throughout the seasons to capture life stages such as breeding, calving, foraging, etc. Such surveys should be conducted over the four seasons and include multiple dates to best capture the diverse fauna that may be present.**

- The Draft SEIS, including Appendix E, does not sufficiently address the potential impacts to all federally and state listed species, Priority Habitats and Species (PHS), or Species and Habitats of Greatest Conservation Need (SGCN and HGCN) as identified in WDFW's [State Wildlife Action Plan](#). **WDFW recommends that a more thorough Draft SEIS include an updated and comprehensive review for potential impacts to federal and state listed species, all PHS likely to occur on or near the property, and the Habitats and Species of Greatest Conservation Need.**
- WDFW is concerned that the proposed project will impede the ability for wildlife to safely move through the completed project area. Elk have been the primary focus in the analyses to date, but numerous other wildlife are likely to use the project area as a connection to adjacent habitats as well. The [Washington Wildlife Habitat Connectivity Working Group](#)'s Statewide and Columbia Plateau Analyses identified at least portions of the project area as Habitat Conservation Areas (HCAs) for beaver and western toad and connectivity corridors for mule deer crossing through the project area. **WDFW recommends that the open space corridor along the southern portion of the project be expanded to include areas that are not only the steep slopes. A connection to wetlands 4, 5, and 6 from the widened corridor should be included to ensure a safe movement corridor for all wildlife of all mobilities.**
- Numerous wildlife species are likely to be present in or near the project area. Some of these species can be concerning for residents to see. WDFW expects there to be not only large ungulates like mule deer and elk regularly present in or near the project, but also turkeys, black bear, cougar, coyotes, and even wolves. All of these species have the potential to be perceived as nuisance or dangerous wildlife. **WDFW recommends that the proponents proactively take steps to reduce the potential for interactions and conflict between humans and wildlife. Proactive steps could include larger wildlife connectivity corridors, bear proof garbage receptacles, well-signed natural areas, and engaging with WDFW and others for educational materials and outreach events.**
- WDFW has been and continues to be a proponent for the protection of the Cle Elum River Corridor Open Space and adjacent open spaces to be protected and managed for wildlife habitat. We support different types of recreation seasonally within these protected areas, but if these open space areas are to be considered mitigation for impacts to wildlife, they need to be managed and maintained for maximum wildlife benefit. **WDFW recommends that the project proponents, in consultation with WDFW, develop and implement a Land Stewardship Plan for all open spaces not already managed by Kittitas Conservation Trust.**

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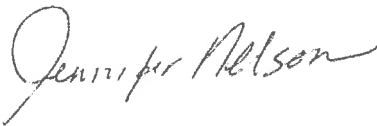
In closing, WDFW finds the Draft SEIS inadequate for determining the impacts to Washington's native wildlife species and habitats present within the project area. We request that the applicant take the following steps to rectify this concern:

1. Design and perform a comprehensive wildlife study/assessment in consultation with WDFW.
2. Re-evaluate the project impacts using findings from the updated wildlife study that includes all PHS, SGCN/HGCN, and listed species information. Mobility for all wildlife through the project should be included in this evaluation.
3. Develop a Land Stewardship Plan which addresses open space management, wildlife movement corridors, planning for wildlife-human interactions/conflicts, recreation planning, and vegetation management.
4. Revise the Draft SEIS with the above information.

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We look forward to working with the proponents and the City to more thoroughly document species and habitats present, determine impacts, and mitigate for those impacts consistent with the City's purpose statement in the critical area ordinance.

Sincerely,



Jennifer Nelson
Fish and Wildlife Biologist
Jennifer.Nelson@dfw.wa.gov
(509) 961-6639

November 2, 2020

City of Cle Elum Planning Department
119 West First St.
Cle Elum, WA 98922

Attn: Lucy Temple, Planner

RE: 47° North Draft SEIS
I-90 Exit 80/SR 903/Bullfrog Rd vicinity

WSDOT participated in the early scoping of the proposed project and we appreciate the city and developer's efforts in updating the transportation analysis to accurately evaluate the new project alternatives. We have reviewed the Supplemental Environmental Impact Statement (SEIS) and have the following the comments.

- The subject property is in the vicinity of Interstate 90 (I-90) and State Route 903 (SR 903) and we anticipate the majority of vehicle trips generated by this proposal will utilize these facilities. I-90 is a fully-controlled limited access facility, Highway of Statewide Significance (HSS), and a part of the National Highway System (NHS). SR 903 is a managed access highway generally inside the corporate limits of the City of Cle Elum. It is to the benefit of the state, county, city and proponent to ensure these facilities continue to operate within acceptable safety and operational thresholds. 1
- The transportation analysis incorrectly states the Level of Service (LOS) threshold for I-90 and SR 903 as LOS D. Within the study area, these highways are classified as rural with an operational threshold of LOS C. To accurately evaluate this proposal's impacts, the report must be revised, accordingly. 2
- The safety component of the transportation analysis did not review crash severity. In order to adequately address Target Zero goals and other WSDOT operational objectives, the full range of crash types and severity must be considered. The safety component of the study must be revised to incorporate the AASHTO Highway Safety Manual (HSM) methods and common practices outlined in WSDOT's Safety Analysis Guide. 3
- The SEIS recommends signalizing most of the intersections along SR 903 to preserve the LOS. According to current WSDOT policy, the preferred alternative for intersection control is the roundabout. Any improvement altering intersection control along a state highway, other than a roundabout, must be in accordance with a 4

WSDOT-approved Intersection Control Evaluation (ICE) report, as outlined in WSDOT Design Manual Chapter 1300.

Further, some the locations recommended for signalization are minor, local access streets and may not warrant additional control (traffic signal, roundabout, etc.) along the state highway legs of the intersection. Prior to establishing mitigation alternatives, ICE reports must be performed and included in the final SEIS.

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- The SEIS primarily relies on pro-rata share contributions to mitigate the project's impact to the affected transportation system, a strategy which WSDOT encourages local agencies utilize in order to minimize the mitigation required for any one development. However, when a land use proposal is shown to cause a highway to fall below the established Level of Service (LOS) threshold, WSDOT considers this to be a probable significant adverse impact to the state highway system. In these cases, pro-rata share contributions are no longer sufficient and the development should be responsible for the entire cost of mitigating these impacts.

The following is a list of impacted intersections, partially or entirely within WSDOT's jurisdiction that warrant further review. The list includes WSDOT's initial expectations for mitigation. It is important to note, improvements are not assumed to be, or limited to, traffic signals or roundabouts. We anticipate several of these locations can be brought into compliance with minor revisions, such as turn-lanes, revised stop-sign placement, turning movement restrictions, etc.

- **I-90 Exit 80 EB ramp terminal.** FEIS Alt. 5 was originally required to contribute a pro-rata share towards revising the existing stop-control at this intersection. As stated above, the LOS threshold for this facility is LOS C and SEIS Alt 6 is shown to cause this intersection to fall below the threshold by 2031. Therefore, SEIS Alt. 6 mitigation measures must include performing an ICE and funding 100% of any necessary improvement(s) to preserve LOS for all legs of the intersection by 2031.
- **I-90 Exit 80 WB ramp terminal.** This intersection is shown to operate below the LOS threshold with SEIS Alt. 6 and SEIS Alt. 5 by 2037. Mitigation measures for these alternatives must include performing an ICE and funding 100% of any necessary improvement(s) to preserve LOS for all legs of the intersection by 2037.
- **SR 903/Denny Ave intersection.** SEIS Alt. 6 causes this intersection to operate below the LOS threshold by 2031. Therefore, SEIS Alt. 6 mitigation measures must include 100% funding for any necessary improvements to preserve LOS along the SR 903 legs of the intersection by 2037.
- **SR 903/Ranger Station Rd intersection.** The analysis indicates this intersection will fall below the LOS threshold due to background traffic growth with or without the proposed project. SEIS Alt. 6 mitigation measures

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must include 100% funding for any necessary improvements to preserve the pre-project level of delay along the SR 903 legs of the intersection.

- **SR 903/N Pine St intersection.** This intersection is shown to operate below the LOS threshold with SEIS Alt. 6 and SEIS Alt. 5 by 2025. Mitigation measures for these alternatives must include performing an ICE and funding 100% of any necessary improvement(s) to preserve the LOS along the SR 903 legs of the intersection by 2025.
- **SR 903/N Stafford Ave intersection.** The analysis indicates this intersection will fall below the LOS threshold due to background traffic growth with or without the proposed project. SEIS Alt. 6 mitigation measures must include 100% funding for any necessary improvements to preserve the pre-project level of delay.
- **SR 903 (W. 2nd St.)/N Oakes Ave intersection.** The analysis indicates this intersection will fall below the LOS threshold due to background traffic growth with or without the proposed project. SEIS Alt. 6 mitigation measures must include 100% funding for any necessary improvements to preserve the pre-project level of delay.
- **SR 903/E Pennsylvania Ave intersection.** The analysis indicates this intersection will fall below the LOS threshold with SEIS Alt. 6 and SEIS Alt. 5 in 2031. Mitigation measures for these alternatives must include performing an ICE and funding 100% of any necessary improvement(s) to preserve the LOS for the SR 903 legs of the intersection.

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Prior to issuing the final SEIS, we encourage the proponent and city to collaborate with WSDOT to further refine the list of necessary improvements and ensure an effective use of developer contributions. We recognize the rapid growth occurring in upper Kittitas County and are willing to take advantage of any opportunity to utilize pro-rata share contributions to lessen the burden on any one development, while ensuring higher-priority intersections are adequately addressed.

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Thank you for the opportunity to review and comment on this SEIS. If you have any questions regarding this letter, please contact Jacob Prilucik at (509) 577-1635.

Sincerely,



Paul Gonseth, P.E.
Region Planning Engineer

PG: jjp

cc: File
Mick Krahenbuhl, Area 1 Maintenance Superintendent
LisaRene Schilperoort, Region Traffic Engineer



Cle Elum – Roslyn – South Cle Elum Police Department

In The Heart of the Cascades

Chief of Police – Kirk Bland

807 W Second St ♦ Cle Elum, WA 98922 ♦ 509-674-2991 ♦ Fax 509-674-2918 ♦ Dispatch 509-925-8534
policerecords@cityofcleelum.com

October 20, 2020

SEPA Responsible Official

City of Cle Elum

119 W 1st St

Cle Elum, WA 98922

I am submitting this letter in response to an email I had received from the Cle Elum City Planner, Lucy Temple on October 12, 2020. I had asked Mrs Temple some questions that arose after reviewing the DSEIS for the 47 North Project. Mrs Temple forwarded my questions to Richard Weinman, who in turn, tasked Gretchen Brunner to respond.

I have reviewed the response provided by Ms Brunner in her e-mail and have attached the e-mail string for reference. In regards to Exhibit 23 in Appendix K-Fiscal and Economic Report, Ms Brunner states that this is the section of the DSEIS that shows the estimated Police costs under SEIS Alt. 5 and 6 which includes the costs of new officer and associated vehicle/equipment needed for the SEIS Alternatives. This section also indicates that they used the officers/population approach to determine these staffing needs.

I would like to note that the costs provided in the DSEIS are not consistent with the true costs I had previously submitted, nor was the number of Officers required to mitigate the impacts this development would create on the Police Department. I disagree with the simplistic approach of modeling staffing needs based on the officers/population modeling method. This simple modeling method is not recommended by the ICMA (International City/County Management Association) and is viewed, "As easy as it is to comprehend and apply, this model is equally inefficient and unreliable." This modeling concept is discussed in a paper written by Dr James McCabe who is a Senior Associate for the ICMA.

I included Dr. McCabe's paper in my SEIS staffing model as a reference to support the workload-based model of staffing that the Cle Elum Police Department has adopted to adequately staff the Police Department. Although the DEIS mentions that they received my submission for staffing needs based on this modeling technique, none of their charts, numbers, or information reflect that this modeling method is being utilized. The ICMA is a strong advocate to a workload-based approach "as it relies on actual levels of demand for Police services and matches the demand with the supply of Police resources."

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Cle Elum – Roslyn – South Cle Elum Police Department

In The Heart of the Cascades

Chief of Police – Kirk Bland

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policerecords@cityofcleelum.com

The DSEIS report shows that there will be a need for 6.7 Officers by the year 2051 when development will be completed for Alt 5 and 5.5 Officers for Alt 6 by the year 2037. By using the modeling method I had submitted and provided supporting documentation for this modeling method, the number of Officers needed for Alt 5 clearly shows the need for 12 Officers by 2044 and 8 Officers for Alt 6 by the year 2030. There is obviously a large discrepancy between these two modeling methods. I encourage you to review the paper written by Dr McCabe on this topic for a better understanding on how to more efficiently and reliably staff for a Police Department. As Dr McCabe states in this paper, “Relying on antiquated and unreliable methods to make one of the most financially important and critical decisions with respect to the quality of life and safety of a community is ill-advised.”

Another factor regarding the officer/population approach for staffing levels referenced in the DSEIS states that this approach is based on the existing police officers/population. I again argue this is not a responsible equation to use because it is based on the EXISTING police officer/population equation. The Cle Elum Police Department is currently understaffed for the current population. Therefore utilizing this ratio of police/population will only worsen as more citizens move into the development. A quick search into the FBI database shows that the City of Cle Elum falls under a Group VI city with a population under 10,000 citizens. The chart provided by the FBI shows that the average number of officers per 1,000 citizens in cities under a total population of less than 10,000 people is 3.5. The DSEIS states that the population of the cities the Cle Elum Police Department currently serves is just over 3300 people. Therefore, by applying the officer/population ratio as a staffing model, the current staffing of the Cle Elum Police Department would be 11.5 Officers.

The DSEIS also states that this development could bring 1,334 residential units with an estimate of 2.5 people per unit for a total of 3,335 people. This would basically double the amount of population and double the footprint of our current jurisdiction. By using the officers/population modeling method preferred by the writers of the DSEIS of 3.5 Officers/1000 citizens, this would indicate a need of 11.5 Officers, not 6.7 as shown on Chapter 1 Page 1-12.

The DSEIS also shows a “one-time cost of \$25,000/FTE was also assumed for vehicles/equipment”. I am not sure how this number was derived, but this dollar amount does not reflect the true cost of a vehicle and equipment for a Full Time Employee (FTE). I have recently priced and submitted for lease/purchase for a patrol vehicle and the bid I had received was just over \$53,000 plus tax per vehicle. I am assuming that this figure was overlooked and the \$25,000 figure documented in the DSEIS was based solely on equipment and training costs per FTE upon hiring and did not include the cost of a patrol vehicle.



Cle Elum – Roslyn – South Cle Elum Police Department

In The Heart of the Cascades

Chief of Police – Kirk Bland

807 W Second St ♦ Cle Elum, WA 98922 ♦ 509-674-2991 ♦ Fax 509-674-2918 ♦ Dispatch 509-925-8534
policerecords@cityofcleelum.com

Another point I would like to mention that has not been addressed thus far is the need for additional Office/Records staff. I have been asked for input on the need for additional Police Officers caused by the impact of the 47 North development and the costs associated with adding more Police Officers, but there has been no inquiry on how this development will affect our front office staff. Currently we have one full time Executive Assistant/Records Manager and one part-time Records Technician. Once more Officers are added to handle the increased work load, the office staff will experience an equivocal amount of additional work. The projected need for additional office staff would be a full time Executive Assistant, a full time Records Manager and a full time Records Technician. This can be accomplished by hiring a new person to fill the Records Technician position and making our current part time Records Technician a full time employee with the title of Records Manager.

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Upon completion of hiring the necessary Police Officers and front office staff, it would necessitate a larger building to accommodate staff. Our current building was not designed or built with the expectation of increasing staffing to these levels. I have not researched the costs associated to fund a new building or adding on to the existing building.

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I am requesting that this letter in response to the drafted DSEIS document be considered to correct the inconsistencies shown in the current DSEIS for the 47 North Project.

Respectfully,

A handwritten signature in black ink, appearing to read "Kirk Bland".

Kirk Bland

Chief of Police

Kirk Bland

From: Lucy Temple
Sent: Monday, October 12, 2020 3:30 PM
To: Kirk Bland
Cc: Robert Omans; Jay McGowan
Subject: FW: Police chief questions

Kirk,
Please see the response from the consultants below. I spoke with Richard Weinman this morning regarding your concerns and he confirmed that your model was discussed and considered. Please let me know if you have additional questions after you've reviewed the sections of the Draft SEIS referenced below in red.
Lucy

From: Brunner, Gretchen [<mailto:gbrunner@eaest.com>]
Sent: Monday, October 12, 2020 3:00 PM
To: Lucy Temple
Cc: Richard Weinman
Subject: RE: Police chief questions

Hi Lucy-

Richard asked me to respond to the questions you listed below from the police chief. My responses are shown in red. Richard also asked whether the SEIS Summary said that 4.5 rather than 5.5 police officers would be needed for the proposal. Table 1-1 on page 1-12 of the DSEIS says 5.5 police officers would be needed in 2037 under SEIS Alt. 6, which is consistent with the estimate in the Public Services section using the officer/population approach.

Please forward the responses below to the police chief. If these don't answer his questions, he can provide his questions/comments either directly to us (preferred), or, if he still unhappy, as a written comment on the DSEIS.

Thanks,
Gretchen

From: Lucy Temple <lucy@cityofcleelum.com>
Sent: Monday, October 12, 2020 11:43 AM
To: Richard Weinman <richardw-llc@comcast.net>; Brunner, Gretchen <gbrunner@eaest.com>
Subject: Police chief questions

Hello!

The police chief is very concerned about the 47*N project impacts and corresponding mitigation. He asked me the following questions. Can you help address them?

- Where is the public service cost impact analysis that is referenced on page 51 of the Fiscal & Economic appendix? The analysis is presented in Exhibit 23 in Appendix K – Fiscal and Economic Report (and Table 3.15-2 of the DSEIS section), and shows the estimated police costs under SEIS Alt. 5 and 6 in 2025, 2031, 2037, and 2051 (including the costs of new officers and associated vehicles/equipment needed for the SEIS Alternatives; Appendix B to the report provides the assumptions for the police costs analysis). The estimated officers needed under the alternatives was based on the DSEIS Section 3.12, Public Services, police impact analysis, using the

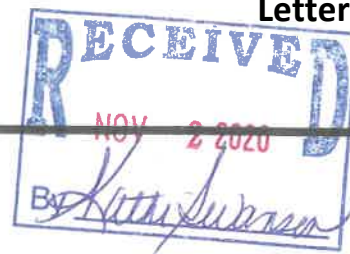
officers/population approach. This approach is described in the Methodology sub-section on pages 3.12-1 and 3.12-2 of the DSEIS.

- What was done with the police chief's modeling and how was it incorporated into the analysis? If it wasn't used, why not? What was used and how does it result in 5.5 officers rather than the 8 officers the chief's analysis resulted in? The SEIS presents both the results of the standard officer/population and the police chief's approach for the police officers needed to serve SEIS Alt. 5 and SEIS Alt. 6 (see pages 3.12-16 thru 3.12-17, and pages 3.12-24 thru 3.12-25 of the DSEIS, respectively). The officer/population approach is based on the existing police officers/population. This approach was used in the analysis of costs for police service because the police department does not have an adopted LOS standard, and the officer/population approach is a standard and accepted methodology used in SEPA analyses.
- Is the developer expected to pay \$102,000 per officer one time? how would the City pay for that officer in following years? The \$102,000 per FTE is assumed each year of the analysis; a one-time cost of \$25,000/FTE was also assumed for vehicles/equipment. The mitigation that is listed for the impacts on the service providers – including on police service – is the execution of separate mitigation agreements and monitoring programs with each provider.

Lucy Temple, Planner



119 West First Street
Cle Elum, WA 98922
(509) 674-2262 x102
www.cityofcleelum.com

SEPAResponsibleOfficial

From: Michelle Geiger <planner@ci.roslyn.wa.us>
Sent: Monday, November 02, 2020 12:27 PM
To: SEPAResponsibleOfficial
Cc: Brent Hals; Jeff Adams; Tom Missel; Derek Gruber; Cathy Cook; Geoff Scherer; Nolan Weis; Leah Hadfield; Treasurer
Subject: Comment - 47 Degrees North Proposed Master Site Plan Amendment – Supplemental Draft Environmental Impact Statement

Please accept the following comments on behalf of the Roslyn City Council;

RE: 47° North Proposed Master Site Plan Amendment – Supplemental Draft Environmental Impact Statement

To Whom It May Concern:

The City of Roslyn wishes to submit the following comments in response to the Supplemental Draft Environmental Impact Statement dated September 18, 2020 published by the City of Cle Elum. The City of Roslyn Council has expressed concern and asks that the City of Cle Elum coordinate to establish direct communication with the City to address the increased level of service required from our jurisdiction which is heavily impacted by the increased population, traffic and services discussed in the statement, which are required to support this development proposal. 1

Due to the potential financial impacts and infrastructure improvements identified within the statement, the City of Roslyn Council is requesting coordination and input on the various potential infrastructure impacts, identified within this statement, prior to moving forward with any approvals by the City of Cle Elum. One example of this is that the proposal does not appear to present any financial contribution to infrastructure improvements identified from the developer. While the City of Cle Elum, as the jurisdiction of authority in this case, will make those decisions moving forward, those costs not contributed by the developer would default then to the individual jurisdictions for funding of improvements. The surrounding jurisdictions are identified as having significant impacts, for which the City of Roslyn has not been engaged in discussion and/or coordination to date, beyond that of the general public process. 2

The City of Roslyn would like to have input and direct coordination on those items, which in this case are numerous, that directly impact the infrastructure, environment, and potential long-term fiscal responsibilities, as well as various other elements that a development of this magnitude brings forth in the decision-making process. The area of the proposed development is the foundational connection of the communities of upper County (Suncadia, Cle Elum, South Cle Elum, and Roslyn). Preservation of the environment is essential economic development of growth of these communities and their vitality within the Upper County. The proposed development has been documented to have direct impacts to the City of Roslyn on a variety of levels and we feel that direct input is needed in this process from the Cities, and Towns impacted that extends beyond that of the public process. The City of Roslyn requests that the City of Cle Elum establish open lines of communication moving forward to create and address concerns similar to those discussed here. 3

CITY OF ROSLYN
 201 S. First Street
 PO Box 451
 Roslyn, WA 98941

Desk Phone: (509) 304-8337

City Hall: (509) 649-3105
Fax: (509) 649-3174

planner@ci.roslyn.wa.us

From: Noah Oliver [mailto:Noah_Oliver@Yakama.com]

Sent: Friday, October 2, 2020 7:22 AM

To: SEPAResponsibleOfficial; Lucy Temple

Cc: Corrine Camuso; Jerry Meninick; Casey Barney; George Selam; Wollwage, Lance (DAHP); Sydney.Hanson@dahp.wa.gov; Delano Saluskin

Subject: 47° North (Bullfrog Flats) Draft EIS and Cultural Resource Inventory Report

Thank you for contacting the Yakama Nation Cultural Resource Program (CRP) concerning the 47° North (Bullfrog Flats) project. The project is located within the Ceded Lands of the Yakama Nation, the legal rights to which were established by the Treaty of 1855 (12 Stat. 951). The Treaty between Yakama Nation and the United States Government set forth that Yakama Nation shall retain rights to resources upon lands defined therein as Ceded Lands and Usual and Accustomed Places. These Treaty Reserved Rights have been defended and affirmed at the highest level of our judicial system. Yakama Nation continues to exercise Treaty-Reserved Rights to protect traditional resources.

1

The Yakama Nation CRP has reviewed the Cultural Resources Technical Report for titled, *47° North Project Master Site Plan Draft SEIS, Cle Elum, Kittitas County, Washington* for the proposed 47° North Project. We identify several concerns which should be addressed by the archaeological contractor in conjunction with the SEPA project coordinator.

The evaluation conducted by CRC did not fulfill the requests and concerns of Yakama CRP for this project. The Yakama CRP responded to the SEPA on November 4th citing concerns with traditional resources in the area and the need for a cultural resource survey. However, further consultation and the unique survey methods were never conveyed to Yakama Nation or to the Department of Archaeology and Historic

2

Preservation (DAHP). To conduct trench excavations in an area that Yakama Nation has cited as containing significant cultural resources defeats the purpose of the investigation requested. The report does not provide a map to clearly demonstrate the relationship between previously identified sites and testing/trenching locations. It is not clear that the geotechnical/trench excavations did not impact cultural resource sites from the associated cultural resource report. Geotechnical/trench excavations are not acceptable scientific testing standards used to identify the presence or absence of cultural resources in Washington State. The geotechnical work represents the action and not the compliance component of SEPA. Furthermore, the order of operations for this project are not logical to identify cultural resource properties of significance. The project was tested prior to being surveyed and many of the sites were not relocated during survey. The survey should inform the testing and the location of known sites should be assessed before any excavation occurs. While some appropriate shovel tests were conducted, it is concerning that the area surrounding the river was not tested. This portion of the project is considered to be the highest probability area for containing sub-surface precontact cultural resources.

3

4

The report concludes that mitigation measures should be implemented in order to reduce or eliminate potential impacts to significant cultural resources. These include consulting with the Yakama Nation, being compliant with the State law, establishing an IDP, monitoring all ground disturbance, training construction workers in archaeology, and another field investigation of the property when future commercial use is proposed. This interpretation is in part fundamentally flawed and premature at this point in time. A total of 23 cultural resources are located within the project. If a resource is not relocated it should not be presumed not to exist. Not testing the locations of the resources does not lend to an interpretation of the sites eligibility or status. Without consulting with DAHP on the project, an interpretation of eligibility is premature and may not be agreeable or be the best representation in concluding recommendations. Most of the “mitigation measures” identified are requirements, others simply do not serve to mitigate the effects to the resources and therefore are not effective. Finally, the project will impact cultural resources and therefore will likely require mitigation measures, agreements, and/or permits. In this case consultation with DAHP and Yakama Nation CRP is necessary to identify what appropriate measures may be (as a procedure not a mitigation measure). This needs to occur with the appropriate representatives and points of contact, not with the project contractor.

5

Further substantive comments concerning the Cultural Resource Investigation are as follows:

- Contrary to popular belief, the name Cle Elum and other spellings or dialects of name Tlelam do not refer to Swift Water in the Native Language (*Ichishkinsinwit*) belonging to this land. The meaning of Tlelam is known and is specific, however, it is not known as “Swift Water”.

6

- The report indicates members of the “Yakama Nation were interviewed to assist in the identification of cultural resources within the UGA”. Please clarify this statement (i.e. was this a Yakama Nation Cultural Specialist/Archaeologist or a Tribal Member) and how did this information shape the methods of the survey?

7

- The report identifies the archaeological record extends to 13,000 years BP related with Clovis Tradition sites. Recent work in the Yakima Basin has identified lithic material and points which correlate with the Western Stemmed

8

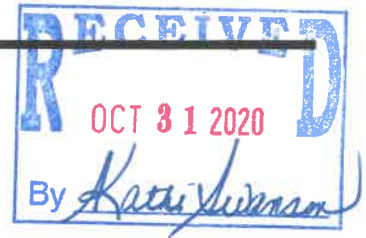
Tradition – which are understood to have the potential to predate or be contemporaneous with Clovis Tradition.	8 cont'd
<ul style="list-style-type: none"> • The report indicates monitoring of geotechnical testing was conducted prior to the archaeological survey of the project area. Please provide a map showing location of previously documented sites and testing locations. 	9
<ul style="list-style-type: none"> • Please provide a map of areas surveyed with transects and overview photo locations. 	10
<ul style="list-style-type: none"> • Include an overlay map of subsurface testing in relation to previously identified archaeological sites and newly documented sites. Was any testing completed to define site boundary extents of known resources? Was testing conducted in known sites? 	11
<ul style="list-style-type: none"> • Include a map and summary of each of the 15 archaeological sites within the surveyed area. While the report indicates impact under the SEPA alternatives, there is not a clear understanding as to what each of these resources are (i.e. context, previous work, vertical/horizontal extents and proximity to project components) 	12
<ul style="list-style-type: none"> • In the conclusions, it should be clear to the reader and proponent that under State Law a permit is required to alter/disturb an archaeological site. 	13
Please provide a revised archaeological report which address the comments and concerns to the Yakama Nation CRP. The Yakama Nation CRP provided interest and concerns regarding cultural resources as the project is in the vicinity of an ancestral village and burial ground. Thank you for your continued and valued consultation. We appreciate your time and understanding regarding this important matter.	14

Sincerely,

Noah Oliver
Yakama Nation Cultural Resources Program

SEPAResponsibleOfficial

From: Debbie Bogart <executivedirector@cleelumdowntown.com>
Sent: Saturday, October 31, 2020 11:41 AM
To: SEPAResponsibleOfficial
Cc: Marc Kirkpatrick (mkirkpatrick@encompasses.net)
Subject: 2002 Bullfrog Flats Development Agreement



On Behalf of the Cle Elum Downtown Association, and as the Executive Director of the Cle Elum Downtown Association, we are asking to be added to the record agreeing that *"the City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."*

The community center will add to the quality of life, health and year around recreation for all ages for the residents of Cle Elum. This facility is especially important for those residents who are not members of Suncadia or other residential communities which provide recreational programs, facilities and services. Our children, youth and families need safe places to recreate and engage in healthy choices.

Please take immediate action before this opportunity is lost.

Sincerely,

The Cle Elum Downtown Association

Debbie Bogart

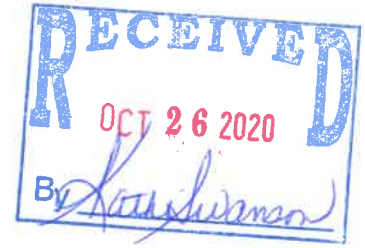
Executive Director
123 E First Street
509-433-7330



www.cleelumdowntown.com

SEPAResponsibleOfficial

From: Michelle Kuss-Cybula <kuss-cybulam@cersd.org>
Sent: Monday, October 26, 2020 4:52 PM
To: SEPAResponsibleOfficial
Subject: 47 North and our YOUTH
Attachments: Letter to City Council.docx



Hello,

Please accept my letter in support of a community center for the youth of our community. As I am not able to attend City Council meetings (they are the same evenings and times as our school board meetings), I hope that you can accept my attached letter about understand my strong request to members of the city council to ensure that you uphold the promise from Suncadia to fulfill their financial obligation and the promise the children and families of our community.

Michelle Kuss-Cybula
Superintendent
Cle Elum-Roslyn School District
(509) 649-4850

An opportunity for us to come together and dream big as one community, one voice, is upon us. When moved here as a new member of the community, I spent many hours meeting with individual families, community partners, and local businesses. From those conversations, I discovered a few key themes; this community loves their children and will come together to make things happen on behalf of our children. This community is full of pride and support of our youth, especially when it comes to supporting athletics and youth programs. The children and families of our community deserve a community center. I am writing to publically ask for the support of our community in a collective effort to bring a community center to our neighborhood. With the support from Suncadia and the City of Cle Elum, we have the opportunity to make this dream a reality.

Why a community center? Community centers not only provide opportunities for our youth to explore new activities, engage in healthy lifestyle habits, and make new friends; community centers help strengthen local economies by bringing in new sources of revenues: businesses, families, and partnerships. Having been a Rotarian, educator, and parent- I can attest to the importance of a community center first hand. I have observed relationships strengthen as a result of active community partnerships as the hub of the community. Community centers also provide summer options for childcare, recreation, and after school programming and events. Furthermore, a community center space allows for additional indoor space opening up the opportunities for performing arts and adult education options. This generates revenue and as additional work force opportunities for our community.

Suncadia promised to give the City of Cle Elum 12 acres expressly for a community center for the residents of Upper Kittitas County, along with related amenities that have been valued by a third party at \$5.8 million. Both the City and Suncadia agree that the obligation exists.

We believe that once our community has acquired the land and the \$5.8 million promised by Suncadia, we will be able to work together to finally make this dream a reality through a shared vision and belief for our children and our community. I am leaning on our city council and our community to actively engage in this conversation for our children now and for generations to come. Let's not lose this opportunity for our community.

1 cont'd

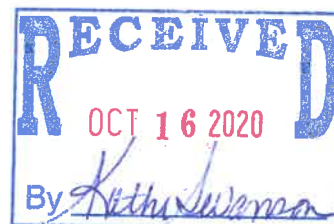
How can you help?

1. Send an email to SEPAResponsibleOfficial@cityofcleelum.com ; **OR**
2. Mail a letter to SEPA Responsible Official at City of Cle Elum, 119 W First Street, Cle Elum, WA 98922; **OR**
3. Call 509-204-3035 and leave a 3-minute or less message.

Michelle Kuss-Cybula

SEPAResponsibleOfficial

From: Lara Gregorich-Bennett <g-bl@cersd.org>
Sent: Friday, October 16, 2020 2:02 PM
To: SEPAResponsibleOfficial



Good afternoon.

I live off Westside road and am principal at Walter Strom Middle School.

It is extremely important that the City of Cle Elum immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Thank you for ensuring this is taken care of immediately.

Sincerely,
 Lara Gregorich-Bennett

Mrs. "GB"
 Lara Gregorich-Bennett
 Principal Walter Strom Middle School
 K-12 English Language Acquisition Coordinator
 K-8 Math Coordinator
 Cle Elum/Roslyn School District
 (509)649-4800



Walter Strom Middle School

Partnering with parents & community to educate EVERY child at their level to ensure future success, choice, and community citizenship

Achieving greatness

2017 & 2018 Washington State School of Distinction

SEPAResponsibleOfficial

From: Lara Gregorich-Bennett <g-bl@cersd.org>
Sent: Monday, October 26, 2020 6:52 PM
To: Kathi Swanson; SEPAResponsibleOfficial
Subject: 47 North Project



Good evening. I spoke at this evening's City Council Meeting and am submitting comments to you regarding the 47 North Project and asking that the project not proceed until Suncadia fulfills their obligations to our community. The City and Suncadia agree that the 12 acres and \$5.8 million obligation exists. It is the City's responsibility to enforce this agreement.

This is an exciting opportunity for our community! This is a huge benefit for our children! Seize the day & make a huge impact for our growing community. An opportunity like this will not present itself again.

I implore the City to do their due diligence and enforce this agreement. The City must not proceed with further agreements with Suncadia until this obligation is met.

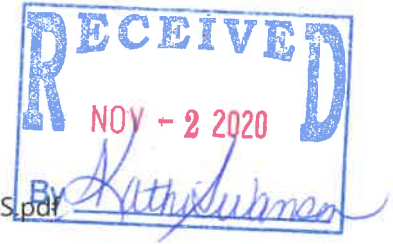
Thank you for standing up and fulfilling this need for our community!

Sincerely,

Lara Gregorich-Bennett
Principal, Walter Strom Middle School

SEPAResponsibleOfficial

From: Sean Northrop <sean@trailsidehomes.com>
Sent: Monday, November 02, 2020 9:57 AM
To: SEPAResponsibleOfficial
Cc: NRogers@Cairncross.com; Brett Pudists; John Fernstrom
Subject: 47 Degrees North SEIS comment
Attachments: 201102-City Heights Holdings comment on 47DegNorth SEIS.pdf



Good morning, please see the attached comment letter on behalf of City Heights Holdings LLC on the Draft SEIS for 47Degrees North project.
Please confirm you can add my email address to the distribution list for any future communications about the project.
Thank you and have a great Monday-

TRAILSIDEHOMES

Sean Northrop

Founder, CEO

116 ½ South Washington Street, Seattle, WA 98104

M: 206.459.3490

www.TrailsideHomes.com

www.TrailsideCollection.com

City Heights Holdings, LLC
PO Box 4279
Seattle, WA, 98194

November 2, 2020

Via e-mail

Lucy Temple
City Planner & SEPA Responsible Official
City of Cle Elum
SEPAresponsibleofficial@cityofcleelum.com

RE: Comments on Draft SEIS for Proposed 47° North project by Sun Communities Inc.

Dear Ms. Temple:

As you know, my company, City Heights Holdings, LLC, is developing the City Heights project in the City of Cle Elum. The west end of the City Heights project will be located near the proposed 47° North project, just east of the Cle Elum Pines development. We generally support the 47° North project, however we have a few concerns about what is currently proposed.

Access Point to SR 903

The 47° North access point to SR 903 has moved farther northwest from where it was originally proposed for the Bullfrog Flats project. The Draft SEIS for 47° North does not clearly address how moving that access point functions with the already planned and approved access points for City Heights and Cle Elum Pines. In addition, the Draft SEIS does not evaluate the potential safety risks of the resulting series of “T” intersections with SR 903.

1

The proposal may conflict with the previously planned and approved access points to SR 903. As was assumed in the Cle Elum Pines project analysis, City Heights northwest access could be combined with the main Cle Elum Pines access. However, City Heights also has an option to take access via Alliance Road. The Final EIS for 47° North should describe how its now re-aligned access point on SR 903 would meet WSDOT spacing requirements with the other potential and constructed access points.

2

We recognize that City Heights projected traffic intended to use the northwest access onto SR 903 is not a significant amount of trips and is not needed for the initial phase of the City Heights project that is currently under review. In fact, this access point could be used only as an emergency access route, or it could be a formal access to serve only the westernmost development pod of the City Heights development. However, the City Heights access points and trips do need to be considered in the 47° North SEIS.

3

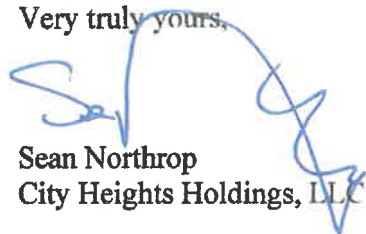
Signalization or Roundabout

Signalization and/or the use of a roundabout at the 47° North access point on SR 903 also should be included in the EIS analysis. The Draft SEIS lacks analysis as how the proposed traffic signal could affect operations at the other potential and constructed access points described above. In addition, WSDOT may require a roundabout instead of a traffic signal, therefore, the same type of analysis should be performed for a roundabout.

4

Thank you for your attention to these comments.

Very truly yours,



Sean Northrop
City Heights Holdings, LLC

SEPAResponsibleOfficial

From: Mike Swenson <mike.swenson@transpogroup.com>
Sent: Monday, November 02, 2020 1:26 PM
To: SEPAResponsibleOfficial
Cc: Maris Fry; Beck, Roger
Subject: 47 North SDEIS Review Letter
Attachments: 47 North SDEIS Review Letter - Nov 2020.pdf



On behalf of New Suncadia LLC the attached documents includes a review/comment letter regarding the 47 North SDEIS. This letter outlines two fundamental comments for your review and consideration.

Thank you and we appreciate your consideration.

Mike Swenson PE, PTOE Principal

425-896-5208 206-909-5785 425-821-3665

@ mike.swenson@transpogroup.com



TG: 1.20285.00

November 2, 2020

SEPA Responsible Official at City of Cle Elum
119 First Street
Cle Elum, WA 98922

SUBJECT: 47° NORTH DSEIS REVIEW

Dear SEPA Responsible Official:

On behalf of New Suncadia LLC, we have reviewed the transportation components of the 47° North Proposed Master Site Plan Amendment Supplemental Draft Environmental Impact Statement (SDEIS) prepared by the City of Cle Elum in September of 2020. Specifically, our review focused on the proposed mitigation and pro-rata calculations associated with the identified transportation improvement. See DRAFT SEIS at Table 3.13-20. We understand that the traffic analysis included in the SDEIS reviews the cumulative impacts of SEIS Alternative 6 which includes elements proposed by 47° North and a Commercial Site of 25 acres to be potentially developed by Suncadia. The comments outlined below pertain to the identified development-related improvements and the methodology surrounding the pro-rata financial contributions of such improvements.

The two key comments/concerns are as follows:

- Financial contributions and pro-rata contributions should account for background traffic in the calculations for all horizon years as was proposed for the short-term analysis period.
- The 100% contribution limit for the Bullfrog Road/I-90 EB ramps, Bullfrog Road/I-90 WB ramps, Bullfrog Road/Tumble Creek Dr, and Pennsylvania Ave/1st Street intersections is unsubstantiated in the traffic analysis prepared by TENW. Since timing of the commercial development is speculative, it should follow the methodology used in the earlier horizon years.

Further discussion on each item is included in the following sections.

General Pro-Rata Methodology

While it is understood that improvements will be triggered by 2031 and 2037 with development of SEIS Alternative 6 (including 47° North and the potential Commercial Site), the methodology surrounding the pro-rata financial contribution should consider background trips as it is a contributing factor to the long-term intersection deficiencies. We note that in an earlier version of the Draft EIS, the Summary of Mitigations Measures Table included a background share for all improvements, not just those that are needed in the "Baseline Conditions". A copy of that Table is attached to this letter (Attachment A). This approach to background levels is recommended for the Final EIS, such that the financial burden of improvements does not fall solely on the development project and that the pro-rata share is based on the proportionate split of background trips, 47° North trips, and Commercial trips at each intersection. This is consistent with the SEPA principle that mitigation measures should be both reasonable and proportional to the impacts of the project. WAC 197-11-660(1), adopted by reference in Cle Elum Municipal Code 15.28.230.

1

It should also be noted that the development program and build-out timeline of the Commercial Site is speculative (Table 18, Page 48, Appendix J), but those assumptions serve as the basis for the pro-rata share percentages outlined in Table

2

25 of Appendix J (Page 65). This letter aims to provide input on the methodology used to determine the pro-rata financial contribution, but expects that additional detail, particularly as it relates to specific triggers (i.e. trip counts) and monitoring, will be determined as part of the Master Site Plan and/or Development Agreement amendment process.

2 cont'd

2037 Pro-Rata Calculations

Sufficient evidence has not been provided in the DSEIS to conclusively suggest that 100 percent of the financial contribution for improvements triggered in 2037 should be allocated to the what the Draft SEIS acknowledges is at this point only a speculative and hypothetical development scenario for the Commercial Site because no proposal has been submitted for that site. See DRAFT SEIS at 2-14 and 2-22. A baseline analysis has not been provided that outlines the operations of these intersections in the year 2037 without traffic generated by the Commercial Site. It is therefore not clear if the intersections would meet the necessary operational requirements without development of the Commercial Site (i.e. with background trips and 47° North, but not the Commercial Site). As such, it is recommended that once a monitoring plan is prepared and amendments to the Master Site Plan and/or Development Agreement are finalized, the respective pro-rata financial contribution for the 2037 improvements, consistent with the methodology outlined above, should be based on the proportionate split of background trips, 47° North trips, and Commercial Site trips at each intersection.

3

Sincerely,
Transpo Group USA, Inc

A handwritten signature in black ink that reads "Michael Swenson". The signature is written in a cursive, flowing style.

Michael Swenson, PE, PTOE
Principal

Attachment A:
Previous Draft EIS Summary of Mitigation Measures Table

Table 3-23
SUMMARY OF MITIGATION MEASURES FOR SEIS ALTERNATIVE 6

Location	Potential Improvement to mitigate LOS Deficiency ¹	Scenario for which Mitigation is Necessary				Estimated Year Required	SEIS Alt 6 Estimated Pro-Rata Share ²		
		Background	With SEIS Alt 5		With SEIS Alt 6		Background ³	47 th North	Commercial
#1 – Bullfrog Road / I-90 EB Ramps	Traffic Signal		✓	✓	2037	65%	15.50%	15.50%	
#2 – Bullfrog Road / I-90 WB Ramps	Traffic Signal			✓	2037	76%	12.00%	12%	
#3 – Bullfrog Road / Turnpike Creek Dr	Refuge lane on Bullfrog Rd for left-turns exiting Turnpike Creek		✓	✓	2037	75%	12.50%	12.50%	
#7 – Denny Ave / W 2 nd Street (SR 903)	Center turn-lane on SR 903		✓	✓	2031	47%	34.00%	18%	
#8 – Ranger Station Rd / Miller Ave / W 2 nd Street (SR 903)	Traffic Signal at Roundabout		✓	✓	2025	53%	42.00%	6%	
#9 – K Pine Street / W 2 nd Street (SR 903)	Traffic Signal at Roundabout		✓	✓	2031 ⁴	56%	28.00%	16%	
#11 – Douglas Munro Blvd / W 3 rd Street	Traffic Signal at Roundabout	✓			2025	80%	17.00%	3%	
#12 – N Pine St / W 4 th Street	Traffic Signal at Roundabout	✓			2025	74%	23.00%	3%	
#13 – N Stafford Ave / W 2 nd Street (SR 903)	Traffic Signal at Roundabout	✓			2025 ⁴	61%	34.00%	5%	
#15 – N Oakes Ave / W 2 nd Street (SR 903)	Traffic Signal at Roundabout	✓			2031 ⁵	72%	18.00%	10%	
#21 – Pennsylvania Ave / 1 st Street (SR 903)	All-Way Stop or Traffic Signal		✓	✓	2037	71%	14.50%	14.50%	
#30 – SR 903 / New Connector Road ⁶	Turn lanes on SR 903 (2 nd Street) and traffic signal at roundabout			✓	2031	43%	36.50%	10.50%	

SEPAResponsibleOfficial

From: Spencer Crabb <scrabb@atwell-group.com>
Sent: Monday, November 02, 2020 4:49 AM
To: SEPAResponsibleOfficial
Cc: Kurt Beleck
Subject: 47 North - Draft SEIS Comments



To Whom it May Concern,

Below are my formal comments to the 47 North Draft SEIS.

Section 3.8.-13 has language specifically about areas of screening. We believe it should be changed to read something along the lines of: 'visibility of the proposed development will rely on existing vegetation and buffering to screen views as much as practical'. The current language seems to paint a broader picture of consistent screening.

Section 3.9 contains a suggestive calculation of the single family homes, coming to the conclusion that the monthly payments may fall in the affordable housing designation. This is somewhat misleading, as lot rent has been left out of the calculation of total monthly expenses. Sun Communities will endeavor to provide the SEIS team with a potential range of lot rent costs. Please keep in mind that the cost range provided is subject to change due to development costs, final project requires, and other outstanding factors.

The methodology behind table 3.13-20 does not appear to appropriately capture the mitigation measures for the failures in the "background" condition. If an intersection is failing in the background condition, a mitigation should be identified for the background condition. This mitigation is not the responsibility of the proposed development. Subsequently, the build alternatives should be analyzed with the background mitigations in place to determine the impact attributable to the alternative. If the intersection then fails, the proposed development would be required to mitigate. If the intersection meets standards, the proposed development would not be required to pay a proportional share.

The methodology behind table 3.13-19/20 does not appear to appropriately capture the additional capacity that is gained from the suggested improvements.. If the suggested improvement adds capacity beyond what is required for the proposed development, the proposed development should not be responsible for the entirety of the cost of the improvement.

Section 3.13-4 is vague regarding the methodology that will be used in the future to refine the projects proportional share requirements for the required improvement measures (mitigations). Please include a robust discussion of the proposed methodology for calculating proportional share.

Section 3.13 appears to be calculating RV traffic counts as a week day at 100% capacity. This assumption is incorrect as occupancy would typical be lower on week days, based upon historic data. Additional occupancy data from similar resorts in Sun RV Resort portfolio can be provided to reflect this.

Spencer Crabb

Development Manager

ATWELL, LLC

248.447.2062 Tel

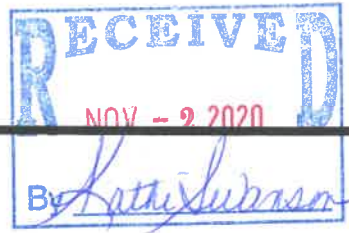
586.943.0003 Mobile

248.447.2001 Fax

Two Towne Square | Suite 700 | Southfield, MI 48076

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SEPAResponsibleOfficial

From: Leslie Thurston <director@wahorsepark.org>
Sent: Monday, November 02, 2020 2:19 PM
To: SEPAResponsibleOfficial
Subject: Comments on SEPA Review of Proposed 47 North Development
Attachments: SEPA 47 North Response Ltr 11-2-20.docx; 2019 Horse Park Visitors by Zip Code of Residence.pdf

Please find attached our letter and attachment related to the above. Please acknowledge receipt of this email, and thank you for your attention.

Sincerely,

Leslie Thurston

Executive Director

Washington State Horse Park

PO Box 278, Cle Elum, WA 98922

877-635-4111

www.wahorsepark.org

501(c)3 Tax ID 33-1197391



SEPA Responsible Official
City of Cle Elum
119 W. First Street
Cle Elum, WA 98922

Re: Proposed 47 North Development

Dear SEPA Responsible Official:

We are responding to the supplemental environmental impacts analysis conducted of the 47 North Master Plan Project proposed by Sun Communities LLC for development of Bullfrog Flats area. This new Plan is being evaluated in comparison to site plan Alternative 5 of Trendwest's Final EIS approved in 2002 which did not include land donated for and development of the Washington State Horse Park ("WSHP").

Background

In 2008 Suncadia donated 112 acres of the 175 acre Reserve parcel to the City of Cle Elum for development and operation of the WSHP by the Washington State Horse Park Authority ("WSHPA"). The WSHP opened for operation in 2010 and has since become a major destination for the Northwest horse sports community, attracting a wide range of English and western activities involving over 30,000 visitors annually who contribute more than \$3m of economic benefit. The majority of these visitors make use of the extensive trail system that exists throughout the Bullfrog Flats area. These trails wind through beautiful woodlands and, most importantly, are "horse-safe": i.e., they are not used by bikers or other non-pedestrians, have good dirt surfaces on gentle terrain, are well-maintained, and do not intersect any vehicle roads. These important riding trail features make the WSHP a uniquely attractive destination for recreational and competitive horse people alike who come from all across the Northwest region and beyond (see attachment A which maps WSHP visitors by residence).

1

Proposed 47 North Master Plan Impacts

Following are significant concerns of the WSHPA regarding impacts of the proposed 47 North development on WSHP operations:

1. Safe and functional equestrian trail access throughout and across the land being purchased.

It appears from the 47 North Conceptual Land Plan (E) that only one short trail (connecting the WSHP to the Bullfrog Road tunnel and Bonneville powerline) is designated "equestrian", and that all the other trails are presumably multi-use. Whether that is the intent or not, the trail system depicted throughout the proposed manufactured housing and RV developments either traverse sloping terrain (it is very difficult to safely build, maintain and use horseback riding trails that run across a hillside), or are immediately next to and crossing roadways. Placement of riding trails in these circumstances raises serious safety concerns, especially when combined with other types of trail users (runners, cyclists, walkers, youth, etc.).

2

- | | |
|--|---|
| 2. We have a particular interest in the proposed uses of the "Additional Open Space" to the west of the RV park and above the steep slope. This area of woodlands and open glades has long been heavily used by trail riders and is considered a significant asset by that large community which includes many locals. | 3 |
| 3. Two Public Trail Parks are indicated in the Managed Open Space ("MOS") to the west and a third one is indicated adjacent to the slope road the WSHPA constructed to connect WSHP to the MOS land it uses for trails and competitions space. We need to understand the intended location, design, users and uses of these Public Trail Parks, and how access to them will be controlled during WSHP events. | 4 |
| 4. What, if any, development is envisioned/intended for the 8 acre parcel in the Northeast corner of WSHP adjacent to the new covered arena? | 5 |
| 5. Traffic congestion already is a major issue at the intersection of Douglas Munro Blvd. and West First St. and at the intersection of Ranger Station Rd. and Rt. 903. Traffic from construction activities and developed properties will further impact these important routes leading to increased risk of accidents as well as bottlenecks that would significantly delay or prevent egress in case of emergency. We believe traffic mitigation plans and timetables for these intersections should be part of the 47 North Master Plan Project review and approval process. | 6 |

In closing, we believe there is sufficient land not designated for development that can meet the needs of horseback riders as well as other users, and we welcome the opportunity to work with the applicant to create safe, functional space that continues to attract and serve the large and growing community of WSHP users.

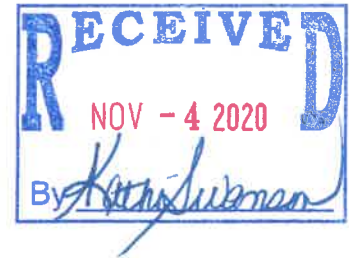
Sincerely,

Leslie Thurston, Executive Director
On behalf of the Washington State Horse Park Authority

Att: WSHP Users by Residence

SEPAResponsibleOfficial

From: Josh Fredrickson
Sent: Wednesday, November 04, 2020 9:30 AM
To: SEPAResponsibleOfficial
Subject: 47 Degree North TIA
Attachments: Comments 10302020.doc



Please see attached comments regarding the TIA for the 47 Degree North TIA.

Thanks.

Joshua Fredrickson
County Engineer
Kittitas County

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message id: 38cb45916c6dcbdac24bb8719d004a14



KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

Mark R. Cook, PE Director

October 30, 2020

RE: 47° North Draft SEIS
Traffic Impact Study Comments

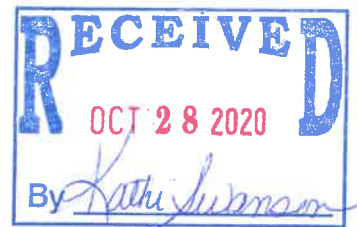
Below are comments relating to the Transportation Analysis completed by Transportation Engineering NorthWest for the 47° North Draft SEIS.

1. New intersection on SR 903 appears to be close to the new upper county shop. If this is the case any mitigation should take into consideration large trucks turning in and out. 1
2. The model predicts people will not use the new connector road but will continue to use Bullfrog and SR 903 because of the lower speed on the connector road. A low speed limit on the connector road won't slow people based on observations of people consistently speeding on Bullfrog. More intersections and winding roads would likely be necessary to create the desired outcome. 2
3. I-90 Ramps are projected to jump from LOS C in 2025 to LOS E/F in 2031 on the baseline estimates. This seems unlikely based on observations. 3
4. Pro-rata share contributions only compare weekday PM peak hour conditions. Friday summer peak hour conditions aren't compared because it isn't typical to design for conditions that only occur for a couple of hours during a certain time of year. Additional intersections which will require mitigation for Friday and Sunday peak hour conditions by 2031 include: 2025 Friday I-90 EB Ramp/Bullfrog; 2025 Friday N Oakes Ave/W 2nd St; 2031 Sunday Bullfrog/ Tumble Creek Dr; 2031 Sunday Suncadia Roundabout. The new development will contribute to these out of compliance intersections before the project is built out, so should 47° share any of these costs? 4

Individuals Letters

SEPAResponsibleOfficial

From: Nicole Ahola <nahola77@gmail.com>
Sent: Wednesday, October 28, 2020 9:08 PM
To: SEPAResponsibleOfficial; jordan ahola
Subject: City of Elum Community Center



City Officials,

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

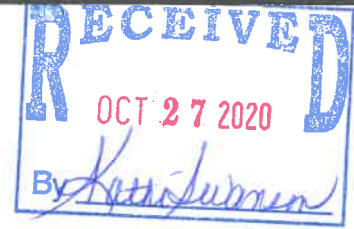
1

Jordan & Nicole Ahola - Cle Elum Residents & Business Owners
 NICOLE M. AHOLA

P 253.332.5221 E nahola77@gmail.com

SEPAResponsibleOfficial

From: Connie Anderson <connieand123@gmail.com>
Sent: Tuesday, October 27, 2020 10:04 AM
To: SEPAResponsibleOfficial
Subject: community center



I'm writing in support of the demand that Suncadia fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million for a community Center to Cle Elum. How could 18 years go by without this action? I thought this had occurred 18 years ago! Please take immediate legal action Now to benefit our entire community. The citizens in the upper county would finally get a Community Center instead of another housing development. And a Community group stands ready to build a facility using grants and private funds. Please take immediate action for the citizens of our communities.

Thank you,

Connie Anderson

SEPAResponsibleOfficial

From: Dawn Bass <dawn_zierke@hotmail.com>
Sent: Friday, October 16, 2020 12:38 PM
To: SEPAResponsibleOfficial
Subject: 2002 Bullfrog Flats Agreement



Dear City Officials,

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Please act on this ASAP as our community will benefit greatly from having additional amenities that are a draw in other communities. It is not right that we have this opportunity just sitting there and have to drive to other communities to access resources such as a pool as one example. The distance to reach these amenities is a huge barrier for those in need, especially in winter driving conditions! Please get our community what we deserve!

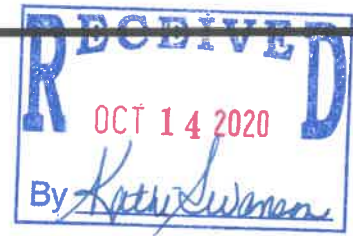
Respectfully,

Dawn and Guy Bass
509-899-2561

Sent from my iPhone

SEPAResponsibleOfficial

From: Mike <mikebates509@gmail.com>
Sent: Wednesday, October 14, 2020 7:30 PM
To: SEPAResponsibleOfficial
Subject: Suncadia responsibility to Cle Elum



I was just made aware of a responsibility that Suncadia has to the city of Cle Elum to donate 12 acres of land and 5.8 million dollars for a community center. Why is the city not holding Suncadia accountable to this promise? Make Suncadia do what they have committed to do!

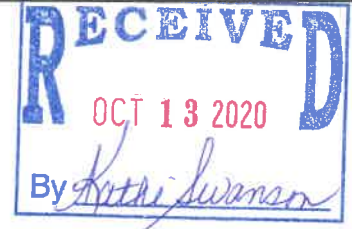
1

Mike Bates

Sent from my iPhone

SEPAResponsibleOfficial

From: Melissa Becker <Melissa.Becker@cwu.edu>
Sent: Tuesday, October 13, 2020 2:33 PM
To: SEPAResponsibleOfficial
Subject: Bullfrog Flats/47 North



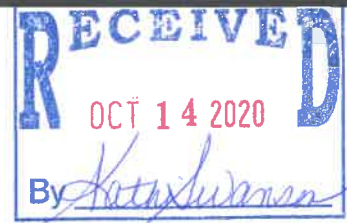
The City of Cle Elum should immediately demand, in good legal form, that Suncadia immediately transfer 12 acres and \$5.8 million for a community center, as specified in the 2002 Development Agreement for Bullfrog Flats.

All discussions regarding Bullfrog Flats should cease until the City of Cle Elum has received what was promised for a community center.

1

SEPAREsponsibleOfficial

From: FRED BENSON <84y@bellsouth.net>
Sent: Wednesday, October 14, 2020 9:54 AM
To: SEPAREsponsibleOfficial
Subject: Suncadia obligation must be fulfilled!



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Fred and Lisa Benson
2631 Summit View Road
Cle Elum, WA 98922
678-571-0496

SEPAResponsibleOfficial

From: Jessica Berry <jberry@inlandnet.com>
Sent: Monday, October 19, 2020 10:19 AM
To: SEPAResponsibleOfficial
Subject: SEPA Sun Communities/Suncadia Land Sale



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 Million, expressly for a community center, to the City of Cle Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Thank you

Jessica Berry

--
Jessica Berry
Accounting Support
Marketing Support

(509) 649-2211 phone
(509) 649-5271 direct
(509) 649-3300 fax



P.O. Box 171
103 S. 2nd St.
Roslyn, WA 98941
www.inlandnetworks.com

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SEPAResponsibleOfficial

From: Brandy Bogart <brandybogart5@gmail.com>
Sent: Tuesday, October 27, 2020 11:10 AM
To: SEPAResponsibleOfficial
Subject: Bullfrog flats



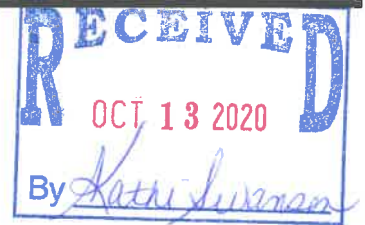
"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Thank you
Brandy Bogart

SEPAResponsibleOfficial

From: Corinna Bolender <corinnabolender@hotmail.com>
Sent: Tuesday, October 13, 2020 6:07 PM
To: SEPAResponsibleOfficial
Subject: Community Center



The City of Cle Elum should immediately demand, in good legal form, that Suncadia immediately transfer 12 acres and \$5.8 million for a community center, as specified in the 2002 Development Agreement for Bullfrog Flats.

1

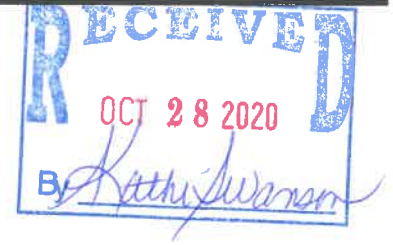
All discussions regarding Bullfrog Flats should cease until the City of Cle Elum has received what was promised for a community center.

Regards, Corinna
425-943-0000



SEPAResponsibleOfficial

From: Lisa Bronkema <bronkema@gmail.com>
Sent: Wednesday, October 28, 2020 7:53 AM
To: SEPAResponsibleOfficial
Subject: City of Cle Elum Bullfrog Agreement



To whom it may concern:

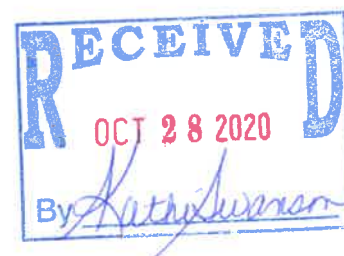
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Thank you for fulfilling your legal obligations to this community,
Lisa Bronkema

SEPAResponsibleOfficial

From: Kathi Butorac <kbutorac1_elma@hotmail.com>
Sent: Wednesday, October 28, 2020 9:47 AM
To: SEPAResponsibleOfficial
Subject: Upper Kittitas County community center



Sent from [Mail](#) for Windows 10

Wow, what an opportunity to provide our communities with a community center. It was with great foresight that this land and money were set aside to contribute more than homes and land development to the area. It looks like an incentive for local acceptance. The City of Cle Elum must do the right thing for Cle Elum and Upper Kittitas County by putting this land and funds agreement in motion for the benefit of those who have accepted Suncadia into the neighborhood.

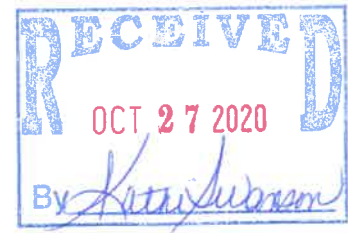
"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum."

Thank you for putting the citizens first.

Sincerely, Kathi Butorac

**SEPAResponsibleOfficial**

From: Mike Butorac <mbutorac_cabin@hotmail.com>
Sent: Tuesday, October 27, 2020 12:44 PM
To: SEPAResponsibleOfficial
Subject: Cle Elum Contractual Obligation



Sent from Mail for Windows 10
To Whom This May Concern;

I have been a permanent citizen of the City of Cle Elum since 2014. My wife and I live in the same residence that my parents purchased in 1940.
It has been disappointing to see the land developers come into the city that we cherish. Change is inevitable, but the City of Cle Elum still has the responsibility to effectively manage the changes to our community.

1

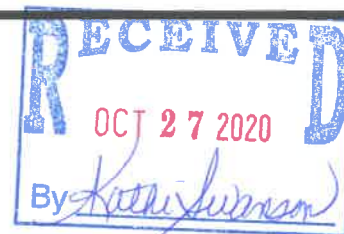
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flags Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum.

2

Thank you for this consideration,
Mike Butorac

SEPAResponsibleOfficial

From: Amy Casto <fidelityappraisal777@gmail.com>
Sent: Tuesday, October 27, 2020 8:57 PM
To: SEPAResponsibleOfficial
Subject: Community center

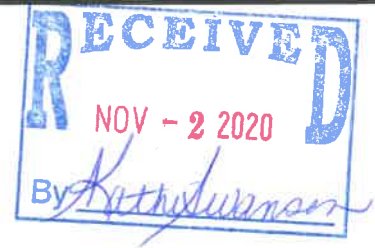


The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled

1

SEPAResponsibleOfficial

From: Catherine Cook <cgcook601@gmail.com>
Sent: Monday, November 02, 2020 10:40 AM
To: SEPAResponsibleOfficial
Subject: 47* N / Bullfrog Flats



To SEPA Responsible Official

I am a resident of Roslyn and I'm writing to express my concern about the impacts of the massive development planned at Bullfrog Flats. The project, which will double the size of Cle Elum, will also impact Roslyn and, in fact, is as close to downtown Roslyn as it is to downtown Cle Elum.

The developer, Sun Countries, is relying on a previously approved development proposal that differs significantly from their current one. The current Sun Countries project includes, in addition to a modular home community, a 600-space RV resort. This is substantially different from the previously approved conventional subdivision and should be considered separately from the modular home portion of the Sun Countries proposal. The RV resort is not a housing development—it is a private business. It will have impacts of a different nature than a housing development. I ask that the RV resort portion of this proposal be subject to a new and separate SEPA approval.

In proposing a project that will double the size of Cle Elum, the developer is subjecting our community to a wide array of impacts. We will need: more schools, more police, better roads, more firefighters, an expansion of our medical facilities, a larger garbage transfer station, and an assessment of our waste water treatment capacity. The developer does not address any of these issues—I assume that will fall on us, the taxpayers. I ask that the development be delayed until these problems have been studied and mitigated.

Our towns are subject to wildfire. The study linked here rates our area at HIGHER risk than the Camp Fire in Paradise, CA that took 85 lives and destroyed 19,000 buildings. <https://www.azcentral.com/in-depth/news/local/arizona-wildfires/2019/07/22/wildfire-risks-more-than-500-spots-have-greater-hazard-than-paradise/1434502001/> And in addition to local residents, in the summertime we also have large concentrations of people in the campgrounds up the road from us. If there's a fire, how can we all leave? The area at Bullfrog Flats will be blocked by traffic from a development equal in size to Cle Elum itself. This is unacceptable. If the development proceeds, there must be accommodation made for new access and exit routes.

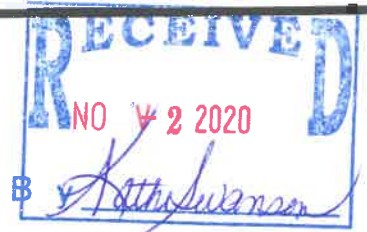
Please consider these objections and act accordingly.

Thank you,

Catherine Cook
 PO Box 601
 Roslyn, WA 98941

SEPAResponsibleOfficial

From: Crawford, Adam <Adam.Crawford@pse.com>
Sent: Monday, November 02, 2020 4:10 PM
To: SEPAResponsibleOfficial
Subject: Cle Elum



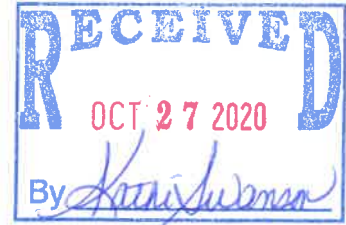
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.
-Adam Crawford

1

Sent from my iPhone

SEPAResponsibleOfficial

From: Michael Day <daymichael_@hotmail.com>
Sent: Tuesday, October 27, 2020 10:40 AM
To: SEPAResponsibleOfficial
Subject: Community Center



To whom it may concern:

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

This is extremely important to the community and the children. Please take action and hold Suncadia accountable.

Michael Day
509-899-7478



SEPAResponsibleOfficial

From: Maya Deknikker <mayadeknikker@gmail.com>
Sent: Tuesday, October 27, 2020 6:52 PM
To: SEPAResponsibleOfficial
Subject: Community center



Hi,

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

We live in Kittitas county just outside of the Cle Elum city limits. My husband and I are the parents of two young children who both are enrolled in Cle Elum Roslyn elementary. My husband works in the community by restoring creeks and rivers providing fish habitat and I work for the school district as a para educator. We all love living in upper county but we are extremely worried that there is a lot left to be desired for the youth of our community. A community center would provide so many opportunities to keep our kids out of trouble and engaged in positive activities as well as bring jobs to upper county. Please please please don't overlook this opportunity for our youth.

Thank you,
Maya DeKnikker

SEPAResponsibleOfficial

From: doernea@aol.com
Sent: Wednesday, October 14, 2020 10:20 AM
To: SEPAResponsibleOfficial; doernea@aol.com
Subject: Fwd: Community Center for Upper Kittitas County



We have been part of this community over 10 years. We have enjoyed several of the Community Enhancement programs and concerts that Suncadia sponsored. Suncadia had obligated themselves to provide the community access to a swimming facility and many other benefits for our city and community to mitigate their development. Who in the city is pushing Suncadia to see that these benefits flow down to our citizens? How long do we wait?

I support this statement, and demand that the city push hard on getting Suncadia to follow through with it's contractual obligation.

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Ed Doern

Cle Elum

SEPAResponsibleOfficial

From: Donoris <donoris@aol.com>
Sent: Friday, October 16, 2020 2:00 PM
To: SEPAResponsibleOfficial
Subject: Community Center



Hello!

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

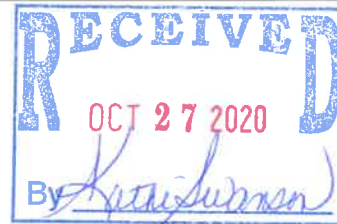
1

Thank You

Larry Donovan
943 Trailside Drive
Cle Elum, WA

SEPAResponsibleOfficial

From: Carlene Dunham <carlunedunham@gmail.com>
Sent: Tuesday, October 27, 2020 7:49 PM
To: SEPAResponsibleOfficial
Subject: Community Center / Bullfrog Flats



To Whom It May Concern,

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Kind regards,

Carlene Dunham
Cle Elum, WA

SEPAResponsibleOfficial

From: Ashley Dunn <dunnaa21@gmail.com>
Sent: Friday, October 09, 2020 10:21 AM
To: SEPAResponsibleOfficial
Subject: Community Center



Hello,
I read the article in the newspaper about Suncadia's obligation to provide 12 acres and \$5.8 million dollars for a community center off Bullfrog Road. The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum.

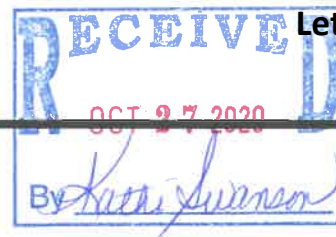
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I'm disappointed that this has not been a priority since it was one of the conditions of Suncadia being in our community. Suncadia benefits greatly from having their business in our community and it is only fair that they meet the obligations they agreed to.

Sincerely,
Ashley Dunn
509-304-4936
Roslyn resident

SEPAResponsibleOfficial

From: Freida Ellison <ellisonf@easton.wednet.edu>
Sent: Tuesday, October 27, 2020 8:21 PM
To: SEPAResponsibleOfficial
Subject: Suncadia Obligations under the 2002 Bullfrog Flats Development Agreement



To the SEPA Responsible Official at the City of Cle Elum

I am very curious why the City has not demanded that Suncadia meet its obligations under the 2002 Bullfrog Flats Development Agreement. Since it has only recently come to light within the citizens of the the Upper County, I am now wondering why it has not been addressed for nearly 20 years. 12 acres of land and \$5.8 million (in 2002) is nothing to sneeze at so I am really befuddled how the ball got dropped on this.

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million plus interest earned since the date of the agreement, expressly for a community center, to the City of Cle Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

This community desperately needs a community center for our youth; a place for them to practice sports, swim, exercise, gain interpersonal skills, and just be with other youth in a safe environment. Please don't let this very real opportunity go by the wayside. Demand Suncadia fulfill its obligations before they sell to another developer.

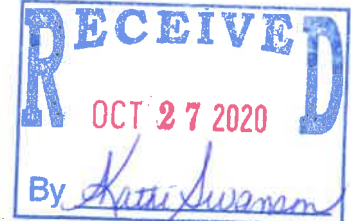
Thanks,

--

Freida Ellison
702 S A Street
Roslyn, WA 98941
(425)829-5340
freidamarie@msn.com

SEPAResponsibleOfficial

From: Theresa Ellison <telovedesign@gmail.com>
Sent: Tuesday, October 27, 2020 9:38 AM
To: SEPAResponsibleOfficial
Subject: Community Center



"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

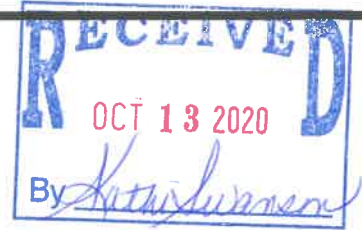
I am very passionate about this and how much it is needed in our Community, please take action to get us what our youth deserve. This Community Center is so important to our area and youth and something that has been needed for many years!

Thank you,

Theresa Ellison
South Cle Elum resident
Cle Elum Employee and lifetime resident

SEPAResponsibleOfficial

From: Jon Elward <elwardjon@gmail.com>
Sent: Tuesday, October 13, 2020 8:06 PM
To: SEPAResponsibleOfficial
Subject: 2002 Bullfrog Flats Development Agreement



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

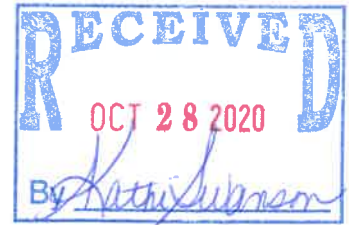
1

Jon W. Elward
3091 Summit View Road
Cle Elum, WA 98922
Personal Cell Phone (primary – try this one first): +1.404.281.5552
Business Cell Phone (backup after trying personal cell): +1.262.865.0435
NEW Personal Email: elwardjon@gmail.com



SEPAResponsibleOfficial

From: Ann Fuller <annmfuller@live.com>
Sent: Wednesday, October 28, 2020 8:56 AM
To: SEPAResponsibleOfficial
Subject: Suncadia Obligations



Dear SEPA Responsible Official:

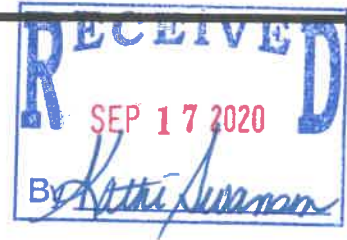
"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled." Not fulfilling this obligation is a heinous and irresponsible disregard to the obligation that was set forth in the 2002 Bullfrog Flats Development Agreement.

Regards,

Ann Fuller

SEPAREsponsibleOfficial

From: Glenna Green <gggreenbns@icloud.com>
Sent: Thursday, September 17, 2020 12:54 PM
To: SEPAREsponsibleOfficial
Subject: Comment

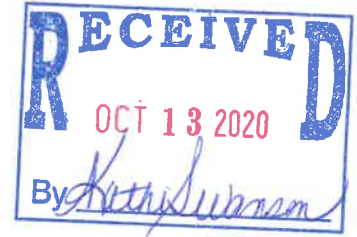


This area cannot support a development of this size. Our infrastructure can't handle what we already have and our tax base will increase pushing out people's who cannot afford the increase. I object.

Sent from my iPhone

**SEPAResponsibleOfficial**

From: Susan Grindle <skgrindle@hopesource.us>
Sent: Tuesday, October 13, 2020 10:46 AM
To: SEPAResponsibleOfficial
Cc: Claire Nicholls
Subject: 2002 Bullfrog Flats Development Agreement

**City of Cle Elum**

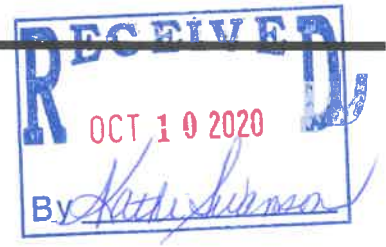
HopeSource is joining the citizens of Cle Elum in requesting that the City of Cle Elum require Suncadia to perform its obligations under the 2002 Development Agreement, and convey 12 acres of land and provide the funds necessary to construct a community center on that site. As the 47 North by Sun Communities and the SEIS process are in the comment period this would be the ideal time to make a strong argument for the need of the citizens of Cle Elum to have a community center available to their children, seniors, families and individuals. When a community comes together to talk, work, and play the community is stronger and healthier.

We urge you to work diligently and urgently to effect this transfer of land and funds to the City of Cle Elum from Suncadia for this important community resource.



SEPAResponsibleOfficial

From: Patricia Griswold <griswoldtrish@icloud.com>
Sent: Saturday, October 10, 2020 5:28 AM
To: SEPAResponsibleOfficial
Subject: 47 north



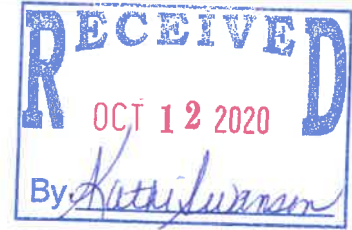
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Sent from my iPhone

SEPAResponsibleOfficial

From: Marilyn Gruber <mjg922@comcast.net>
Sent: Monday, October 12, 2020 2:07 PM
To: SEPAResponsibleOfficial
Subject: community center

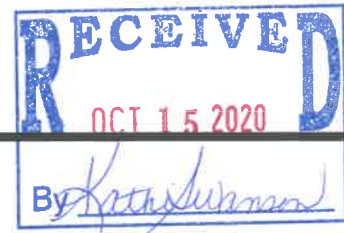


Elected officials of Cle Elum--

The city of Cle Elum MUST demand that Suncadia immediately fulfill its contractual obligation to cede to Cle Elum the property and building funds to develop a community center. The Bullfrog Flats property agreement was included in a 2002 contract with the city but was never acted upon. The city must take action on this important matter immediately and in accordance with all legal requirements. Cle Elum city officials must be responsible to the voters of Upper County. I am a registered voter.

1

Marilyn Gruber

**SEPAResponsibleOfficial**

From: Judy Hallisey <hydrojude@gmail.com>
Sent: Wednesday, October 14, 2020 4:50 PM
To: SEPAResponsibleOfficial
Cc: John Glondo; Ken Ratliff; beth@cityofcleelum; Steve Harper; Ruston Weaver; mayor@ci.roslyn.wa.us; council1@ci.roslyn.wa.us; council3@ci.roslyn.wa.us; council2@ci.roslyn.wa.us; council4@ci.roslyn.wa.us; council5@ci.roslyn.wa.us; council6@ci.roslyn.wa.us; council7@ci.roslyn.wa.us; Matthew Lundh; Jay McGowan
Subject: SEPA Bullfrog Flats Development and Obligations to Community Center

To all concerned: I ask you to please direct Suncadia and its derivatives to honor their commitments to our community by conveying 12 acres of land and funding a community center per the 2002 Development Agreement. This is timely as the Bullfrog Flats Development proceeds. Any SEPA and associated decisions relevant to Bullfrog Flats Development must include the land conveyance and funds made available for the community center. Our communities have been begging for community center facilities and amenities for years, and they have waited long enough.

1

I realize such land and community center impose future costs to our communities due to maintenance and sustainability. Perhaps in lieu of annual property value tax increases, please look at imposing a property sales tax imposed on Roslyn and Cle Elum and their surrounding areas as properties are sold and exchanged, similar to that of Suncadia residences.

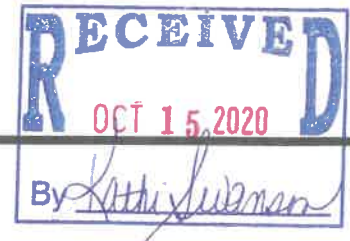
2

Per the Bullfrog Flats Development, I request a new wildlife winter range analysis be made. Since the original proposal, Suncadia and surrounding areas have been developed, pushing wildlife to use the area around Bullfrog more heavily. The Bullfrog Flats Development will diminish wildlife habitat even more, leading to increased wildlife road collisions and resident complaints. How these impacts will be mitigated needs disclosure.

3

Judy Hallisey
 380 Landers Lane
 Cle Elum, WA 98922
hydrojude@gmail.com

Kathi Swanson



From: Beth Williams
Sent: Thursday, October 15, 2020 2:27 PM
To: Kathi Swanson
Subject: Re: SEPA Bullfrog Flats Development and Obligations to Community Center

From: Judy Hallisey <hydrojude@gmail.com>
Sent: Wednesday, October 14, 2020 5:07:31 PM
To: beth@cityofcleelum.com <beth@cityofcleelum.com>
Subject: Fwd: SEPA Bullfrog Flats Development and Obligations to Community Center

sorry for the typo in your address on the first send.
Judy Hallisey
hydrojude@gmail.com

Begin forwarded message:

From: Judy Hallisey <hydrojude@gmail.com>
Subject: SEPA Bullfrog Flats Development and Obligations to Community Center
Date: October 14, 2020 at 4:49:50 PM PDT
To: SEPAResponsibleOfficial@cityofcleelum.com
Cc: jglondo@cityofcleelum.com, kenr@cityofcleelum.com, beth@cityofcleelum.com,
steveharper@cityofcleelum.com, ruston@cityofcleelum.com, mayor@ci.roslyn.wa.us,
council1@ci.roslyn.wa.us, council3@ci.roslyn.wa.us, council2@ci.roslyn.wa.us,
council4@ci.roslyn.wa.us, council5@ci.roslyn.wa.us, council6@ci.roslyn.wa.us,
council7@ci.roslyn.wa.us, matthew@cityofcleelum.com, mayormcgowan@cityofcleelum.com

To all concerned: I ask you to please direct Suncadia and its derivatives to honor their commitments to our community by conveying 12 acres of land and funding a community center per the 2002 Development Agreement. This is timely as the Bullfrog Flats Development proceeds. Any SEPA and associated decisions relevant to Bullfrog Flats Development must include the land conveyance and funds made available for the community center. Our communities have been begging for community center facilities and amenities for years, and they have waited long enough.

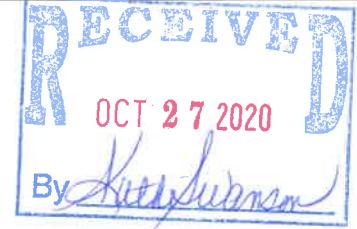
I realize such land and community center impose future costs to our communities due to maintenance and sustainability. Perhaps in lieu of annual property value tax increases, please look at imposing a property sales tax imposed on Roslyn and Cle Elum and their surrounding areas as properties are sold and exchanged, similar to that of Suncadia residences.

Per the Bullfrog Flats Development, I request a new wildlife winter range analysis be made. Since the original proposal, Suncadia and surrounding areas have been developed, pushing wildlife to use the area around Bullfrog more heavily. The Bullfrog Flats Development will diminish wildlife habitat even more, leading to increased wildlife road collisions and resident complaints. How these impacts will be mitigated needs disclosure.

Judy Hallisey
380 Landers Lane
Cle Elum, WA 98922
hydrojude@gmail.com

SEPAResponsibleOfficial

From: Lyndsey Halte <lyndseyhalte@gmail.com>
Sent: Tuesday, October 27, 2020 1:28 PM
To: SEPAResponsibleOfficial
Subject: Bullfrog land agreement

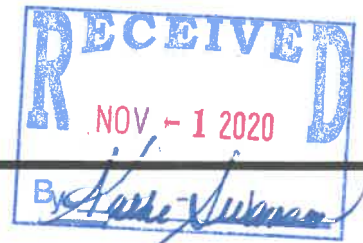


"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Lyndsey Halte
lyndseyhalte@gmail.com
509-674-8203

"In a world where you can be anything, BE KIND" :)


SEPAResponsibleOfficial

From: Lisa Hegg <ltheegg@comcast.net>
Sent: Sunday, November 01, 2020 7:29 PM
To: SEPAResponsibleOfficial
Subject: Public Comment to the Bullfrog Supplemental Environmental Impact Statement

November 1, 2020

To: Cle Elum City Council
Re: Public Comment to the Bullfrog Supplemental Environmental Impact Statement

To Whom It May Concern,

We wanted to voice our thoughts and numerous concerns in regards to the Bullfrog SEIS and Technical Reports. It is our belief that the proposed amendments to the 2002 Development Agreement would be extremely detrimental to our Community for many reasons, including but not limited to the following areas: Transportation, Local Economy, and Public Services.

The main traffic congestion is in the City of Cle Elum City limits and Bullfrog Road. Who will pay to make the necessary improvements? How will the congestion be alleviated in this area? These issues need to be addressed more thoroughly. The project should also be required to extend an arterial to Douglas Munro Blvd, to provide an alternative route from the project to the City Center. This extension to the Douglas Munro Blvd would also allow for an additional emergency evacuation route, as well as emergency access. Currently, Bullfrog Road and Highway 93 are the only options of escape.

Most importantly, the proposed Developer, Sun Communities has not offered to pay for ANY of the improvements to our infrastructure. The proposed project would add 2,809 people, increasing the population by 84%, and essentially doubling the size of Cle Elum. The City of Cle Elum would need to: double their police force, hire an additional 3 full time firefighters, 6 new EMTs, and 7 new paramedics. Our Cle Elum Roslyn School District would need to hire 23 new teachers, buy 6-7 new school buses. Our School District is already at capacity, and would need to add more classrooms. Unfortunately, the Developer is not proposing to fund any school expansion. Costs for other public building expansions would also need to be addressed. How will these costs be funded? Not by Sun Communities. They will only be required to pay property taxes on undeveloped land. Therefore, taxes will need to be raised to pay for these improvements. This is unacceptable.

The proposal does not address affordable housing, or the Community Center that Suncadia has promised us, as stated in the 2002 Development Agreement. Once Again, this is unacceptable.

Unfortunately, we have researched Sun Communities, Inc. We are appalled at their greedy corporate practices of owning the lots of the manufactured homes (thereby only required to pay property taxes on undeveloped land), and then increasing the rents on said lots at a rate of 5% per year. In a short matter of time, these mobile homes become run down. Who pays to remove these dilapidated mobile homes? Surely not Sun Communities.

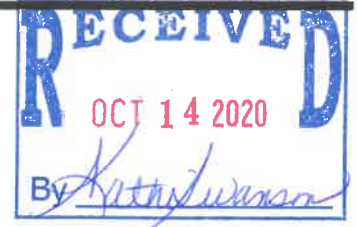
The proposals by Sun Communities would negatively impact our beautiful Upper County. We cannot allow this greedy Corporation to destroy our Town. The original agreement was entered into back in 2002, with Suncadia. Unfortunately, So much has changed since this time. Our small town is already experiencing growing pains due to the high volume of Seasonal Tourists and Recreational Users frequenting our area. We are imploring you to listen to our concerns, and not allow this project to continue.

Sincerely,

Lisa and Tim Hegg

SEPAResponsibleOfficial

From: John Hein <johnhein@shoemakermfg.com>
Sent: Wednesday, October 14, 2020 6:50 AM
To: SEPAResponsibleOfficial
Subject: IMMEDIATE ACTION ON DEVELOPMENT AGREEMENT



The City of Cle Elum should immediately demand, in good legal form, that Suncadia immediately transfer 12 acres and \$5.8 million for a community center, as specified in the 2002 Development Agreement for Bullfrog Flats.

All discussions regarding Bullfrog Flats should cease until the City of Cle Elum has received what was promised for a community center. This has drug on far too long!

1

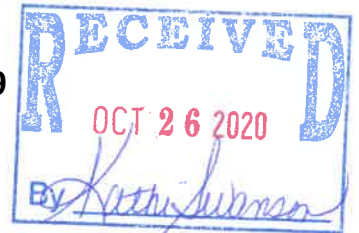


John Hein | President
johnhein@shoemakermfg.com

Shoemaker Manufacturing Company
Office: 509.674.4414 x147
618 E 1st Street. Cle Elum, WA 98922
www.shoemakermfg.com



[Read Our Vendor and Visitor Safety Protocols](#)



Thank you City council and Mayor McGowan for letting me speak tonight

My name is John Hein and I am a lifelong resident and business owner in Cle Elum and spent the last 3 years working with community members, including the mayor and City employees trying to get Suncadia to fulfill their 2002 development agreement obligations in a nice and respectful way, unfortunately we have been unsuccessful

I am commenting tonight about the 2002 development agreement between the City of Cle Elum and what is now "New Suncadia"

I would like to see the council demand an agenda item be added at the next council meeting to vote on freezing/stopping any projects with Suncadia, including the Sun Communities 47 North Project until the transfer of the land and all amenities tied to condition 38 of the development agreement are met.

1

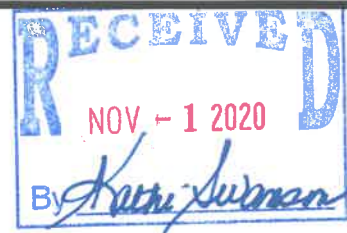
I respect and appreciate what Suncadia has brought to our community, but the city needs to act with a sense of urgency and leverage. The city also needs to make sure all conditions of the development agreement are met.

2

Thank you for your time.

SEPAResponsibleOfficial

From: Alex Hernandez <a.c.dez84@gmail.com>
Sent: Sunday, November 01, 2020 4:22 PM
To: SEPAResponsibleOfficial
Subject: 47 North Project



To whom it may concern,

I have to start by stating that I am 100% against this project. Allowing the area of Bull Frog Flats to be desecrated with another resort community would be a disgrace. Many of us upper county residents enjoy that area just as it is. We enjoy the beauty of the natural surroundings and how they butt right up to town. This is a big reason why some of us choose to live here. Suncadia is already here... they've built their monstrosity. We don't need another one. That said, I am not blind to the fact that the residents of Cle Elum, Roslyn, Ronald and Easton could benefit from minimal development in that area.

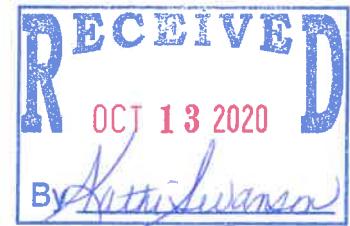
I'm sure the City of Cle Elum would find vast, community wide support if the development was centered on services the community actually needs. Additional commerce(locally owned, and now not 17 years from now maybe), expanding the schools, low cost housing that people could own outright... are all things that could be accomplished with minimal development and would service the community directly. Furthermore, the added impact of 707 "residential units"(aka vacation homes) and 627 RV sites would have on the limited shops that currently exist would be absolutely devastating. The only grocery store in town is already at critical mass on any normal summer weekend without this added element. I can't stress it enough that this is **NOT** the kind of development the community needs. To insist that it is, is out of touch to say the least. Please do not let this plan progress.

-Al Hernandez
 Roslyn resident



SEPAResponsibleOfficial

From: annemarie <annemariehill@gmail.com>
Sent: Tuesday, October 13, 2020 10:01 PM
To: SEPAResponsibleOfficial
Subject: City of Cle Elum and Suncadia



The City of Cle Elum should immediately demand, in good legal form, that Suncadia immediately transfer 12 acres and \$5.8 million for a community center, as specified in the 2002 Development Agreement for Bullfrog Flats.

1

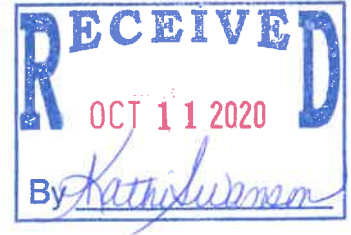
All discussions regarding Bullfrog Flats should cease until the City of Cle Elum has received what was promised for a community center.

Thank you,

Annemarie Hill
Sent from my iPhone

**SEPAResponsibleOfficial**

From: ironpawsmike@gmail.com
Sent: Sunday, October 11, 2020 8:53 AM
To: SEPAResponsibleOfficial
Subject: FW: Suncidia land obligations



Hello

I'd like to voice my support for having Suncidia live up to their word and pledge they made to the community to help Cle Elum obtain an new community center on land donated by them -- as part of their list of promises to develop their project.

1

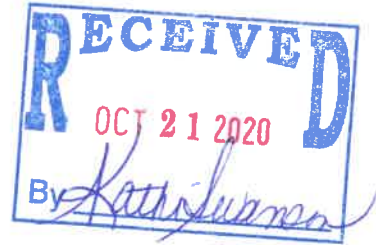
Please make them live upto their promise -- before they sale their operation.

Mike Hoban
Cle Elum.



SEPAResponsibleOfficial

From: Nancy Holmes <rooskih@gmail.com>
Sent: Wednesday, October 21, 2020 11:35 AM
To: SEPAResponsibleOfficial
Subject: 2002 Development Agreement



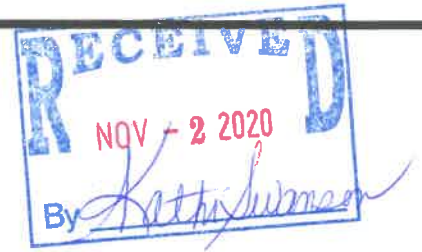
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum.

Sent from my iPhone

1

SEPAResponsibleOfficial

From: Douglas Hutchinson <deh1946@gmail.com>
Sent: Monday, November 02, 2020 3:47 PM
To: SEPAResponsibleOfficial
Subject: Comment on SEIS 47 N



My name is Douglas Hutchinson. I have lived as a full-time resident of Cle Elum for the last 5 years.

One of the attractions that drew me to move to Cle Elum was the Washington State Horse Park (WSHP). My avocation is horseback riding, specifically trail riding, and I ride 50-70 days a season at the WSHP as well as additional days at other locations along the east slope of the Cascades and elsewhere in Central Washington. I ride so much at the WSHP because it is less than a 15 minute drive from my house and I prefer riding to spend free time horseback riding rather than driving.

During my first ride at WSHP I realized that aside from a nice trail layout, the woods abounded in wildlife. My daily trail riding logs have indicated that elk are seen in up to 40% of rides as a season average. Mule deer, turkeys and coyotes are also very commonly seen. A myriad of birds are present as well. It's a great place to ride, see animals and still be close to home. 1

Naturally I was distressed when I learned of and about the 47 North project. I understand there is a proposed trail associated with the project but riding around subdivisions and through an RV park doesn't compare with the current experience. Like many residents of Cle Elum I'm concerned with the impact of such a large housing project on the quality of life here. Crowded streets, schools and grocery stores are but a few of the issues. I'll leave the discussion of these problems to others. I'd like to concentrate on problems I see with the environment, plants, and most specifically the wildlife. 2

On its face, displacement of common wildlife is accepted by the developers as an unfortunate but somehow justifiable cost of urbanization. A look at the maps provided in the "Wetlands, Plants, and Animals and Fisheries Assessment" (WPAFA) section in the SEIS, tells me that the principal habitat utilized by elk and other animals is nearly entirely occupied by the RV Park portion of the project. Based on my many rides, this is where the elk calve in late May and early June and where those that stay through the summer seek relief from the heat during the day. It's true that elk can be seen anywhere in the park but based on my 250 rides over the last 4 years, their principal hideouts, cover and food supply will be destroyed in construction of the RV Park. It appears that biologists engaged to prepare the WPAFA spent but 1 day on the ground in October 2019. They understandably relied heavily on the previous work product for the first EIS. It's difficult to get a real sense for the magnitude of the impact on the animals though if one doesn't have more than a cursory understanding of where the animals spend time. One day on the ground isn't enough time. 3

Obviously many of the elk currently residing in WSHP spend time on Suncadia as well. When the elk are in their biggest herds in the WSHP, there are 25-30 individuals and they undoubtedly will be spending more time on Suncadia property including golf courses and residential grounds if the RV construction is constructed where it is currently sited. 4

Species of concern are given special consideration in gaining approval for construction projects like 47N. The Northern Spotted Owl is a specie considered by the WPAFA section of the SEIS. It is listed as "Endangered" in Washington state and "threatened" by USFWS nationally. The WPAFA indicates that preferred habitat for the Northern Spotted Owl is where "Douglas Fir dominates the stands and canopy closure is dense enough to be conducive to owl use" (pg 24 of the e-document) but then goes on to say "there is no such cover within or near 5

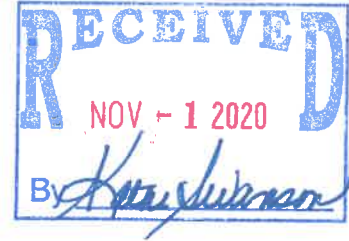
the 47N site.” When studying the forest type map on pg 69 of the e-document, I was surprised to find a habitat map showing the designation”Fc-f”. “Fc-f” is the symbol for Forested coniferous: Douglas-fir dominant, closed canopy. This forest designation is within the project boundary of 47 N and is “preferred habitat” for the Northern Spotted Owl. It lies south of the RV Park. Shouldn’t the developers at least clarify why this preferred habitat for the Northern Spotted Owl that is within project boundaries isn’t a concern under the Endangered Species Act? 5 cont'd

Thanks for your consideration.

Douglas Hutchinson
deh1946@gmail.com
802 825 5003

SEPAResponsibleOfficial

From: Victoria <victoria.jarvis@gmail.com>
Sent: Sunday, November 01, 2020 3:59 PM
To: SEPAResponsibleOfficial
Subject: Bullfrog development comment



I wanted to submit a comment on the proposed Bullfrog Flats Development. As a resident and homeowner in Roslyn and someone who works in Cle Elum, I am shocked to hear that this kind of project would be approved that will only worsen pre existing problems. Traffic here is already terrible (labor day weekend traffic was backed up all the way from the on ramp to the bullfrog roundabout), we have only one grocery store where the lines are always extensive, parking is difficult, low income residences can not find housing, all of the people and tourism here generate a scary realities of bottlenecked roads if we all needed to get out during a fire....all of these issues will only worsen by adding this development. Our cities need to take some responsibilities for the pressure this will put on local infrastructure that is already overwhelmed with the people we currently have here. I think I speak for many when I say it would be nice to consider the people who **already** live and work here and the things we need before adding hundreds more homes of people who will add enormously to our existing problems. How about a development we need...like a grocery store to offset the crowds at Safeway and promote some reasonable prices as well as generate some jobs (and no, a *possible* commercial development within this one in 17 years is not good enough). Or even how about that a lot of us live here **because** of the minimal development. Maybe considering the underrated benefits of how so many of us love driving that road because it is **not** developed and we value that and it's inherent beauty.

1

For the record my comment is wholly against this development. File it as such and change my last comment on this project to reflect that. Not sure who got to decide where residents stand on this but I was incorrectly listed as "neither for nor against."

Thanks for your consideration,
 Victoria Jarvis

SEPAResponsibleOfficial

From: djayne133@comcast.net
Sent: Tuesday, October 20, 2020 12:36 PM
To: SEPAResponsibleOfficial
Subject: Community Center



Dear sir,

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill it's obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum.

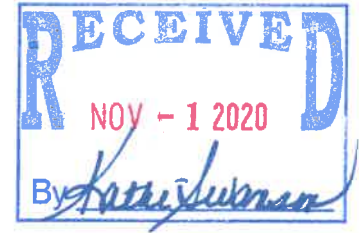
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Thank you.

Rich and Barbara Jayne
Cle Elum

SEPAREsponsibleOfficial

From: Patricia <patricia@winningfoundations.com>
Sent: Sunday, November 01, 2020 7:57 AM
To: SEPAREsponsibleOfficial
Subject: Suncadia Agreement Regarding Bullfrog Flats



Good Morning,

I am appalled at the lack of responsible handling of the agreement between the City of Cle Elum and Suncadia regarding the Bullfrog Flats Development of 2002. At this time we are asking the City of Cle Elum to immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Sincerely,

Patricia Miller-Jerke
Terrance Jerke

SEPAResponsibleOfficial

From: Doug Johnson <dajohnson512@gmail.com>
Sent: Friday, October 30, 2020 5:54 PM
To: SEPAResponsibleOfficial; Doug Johnson
Subject: Bullfrog Flats Development Concerns



SEPA-Responsible Official:

I have several concerns regarding the proposed development in the Bullfrog Flats area. I have lived in the area for over 45 years and seen the effects of development all around Northern Kittitas County.

- The traffic in this area has increased to levels that are not just inconvenient, but at times dangerous. Our present infrastructure is not adequate for current loads, and the addition of thousands of additional residents will make this situation much worse. There must be major built-in mitigation requirements for roads, water, power, and sewer infrastructure. 1
- Wildlife has already been pushed out of their historical foraging grounds and we now have a herd of elk wandering right through Roslyn regularly. It is just a matter of time before there is a serious vehicle accident or before a person gets trampled by an animal whose weight runs into the many hundreds of pounds. Another huge development in the area will of course exacerbate this issue. 2
- The location of this project will have additional deleterious effects on the ecology of the Cle Elum river and downstream into the Yakima River. People inevitably discharge waste of various kinds into watersheds, including oil and gas. 3
- There will be increased pressure on local schools, fire protection, and law enforcement. 4
- There is an issue with the ownership structure of this project. Manufactured homes do not promote good economics and care for the land, especially when the property itself is not owned by the residents. 5
- Another huge development here in this immediate area will degrade the quality of life in this little mountain community. Many local residents and visitors hike, mountain bike, explore, forage for mushrooms, and engage in other outdoor activities daily in our wild lands. Growth in our communities should be focussed on infilling traditionally residential areas, not the wild, forested ones. 6

Thank you,
 Doug Johnson
 317 South third Street Alley
 Roslyn, WA 98941

SEPAResponsibleOfficial

From: Lucy Temple
Sent: Monday, November 02, 2020 8:44 AM
To: SEPAResponsibleOfficial
Cc: Kathi Swanson
Subject: FW: Bullfrog Flats development

Project comment below.

From: Doug Johnson [mailto:dajohnson512@gmail.com]
Sent: Friday, October 30, 2020 5:33 PM
To: Lucy Temple
Cc: dajohnson512@gmail.com; Susan Johnson
Subject: Bullfrog Flats development

Lucy,

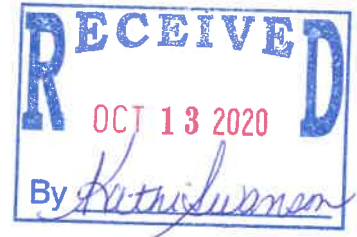
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- There will be increased pressure on local schools, fire protection, and law enforcement.
- There is an issue with the ownership structure of this project. Manufactured homes do not promote good economics and care for the land, especially when the property itself is not owned by the residents.
- Another huge development here in this immediate area will degrade the quality of life in this little mountain community. Many local residents and visitors hike, mountain bike, explore, forage for mushrooms, and engage in other outdoor activities daily in our wild lands. Growth in our communities should be focussed on infilling traditionally residential areas, not the wild, forested ones.

Thank you,
Doug Johnson
317 South third Street Alley
Roslyn, WA 98941

**SEPAResponsibleOfficial**

From: Susan Johnson <susanjohnsonwa@gmail.com>
Sent: Tuesday, October 13, 2020 11:33 AM
To: SEPAResponsibleOfficial
Subject: Comments on Bullfrog Flats Development Agreement



Dear City of Cle Elum Official:

I ask that the City of Cle Elum immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats need to cease until this obligation is fulfilled.

1

With respect,
Susan Johnson
317 South Third Street Alley
Roslyn, WA 98941

SEPAResponsibleOfficial

From: Susan Johnson <susanjohnsonwa@gmail.com>
Sent: Friday, October 30, 2020 4:49 PM
To: SEPAResponsibleOfficial
Subject: Re: Comments on Bullfrog Flats



To SEPA Responsible Official,

I write to express my concerns for the proposed Bullfrog Flats Project. Following are my comments on the Draft SEIS. Please enter them into the record:

- I am concerned about loss of wildlife habitat, a critical issue in our area because of the encroachment of new development into wildlife habitat. Residents in Roslyn and in Cle Elum are experiencing more frequent personal encounters with bear, elk, deer, coyote, and cougar because these animals are being pushed out of their natural habitat. Bullfrog Flats would exacerbate that problem. 1
- I am concerned about the Bullfrog Flats' impact on roads, the increasing number of students in the schools, and increased pressure on fire and police protection. 2
- I am concerned about the impact of additional traffic, which is already an issue as year-round traffic to our area is swelling. 3
- I am concerned about increased risk of wildfire and increased pressure on firefighters to protect a new development in addition to the towns and existing development as we face the increasing likelihood of wildfire due to the effects of climate change. 4
- I am concerned about increased danger caused by pressure on adequate routes for fire evacuation. Bullfrog Road is the only way out to I-90 for Roslyn, Ronald, Suncadia, and the Lake Cle Elum developments, that is, without going through Cle Elum. Adding more residents on Bullfrog Road could be life-threatening during an evacuation. 5
- I am concerned about the impact on the night sky caused by the lighting in the development. 6
- I am concerned that new development on Bullfrog Road could destroy the aesthetic experience of the drive to the Roslyn area from I-90, an increasingly threatened, beautiful transition through forest and wildlife habitat. 7

With respect,
 Susan Johnson
 P.O. Box 315
 317 South Third Street Alley
 Roslyn, WA 98941

On Fri, Oct 30, 2020 at 4:21 PM Susan Johnson <susanjohnsonwa@gmail.com> wrote:

Lucy,

I write to express my concerns for the proposed Bullfrog Flats Project. Following are my comments on the Draft SEIS. Please enter them into the record:

- I am concerned about loss of wildlife habitat, a critical issue in our area because of the encroachment of new development into wildlife habitat. Residents in Roslyn and in Cle Elum are experiencing more frequent personal encounters with bear, elk, deer, coyote, and cougar because these animals are being pushed out of their natural habitat. Bullfrog Flats would exacerbate that problem.
- I am concerned about the Bullfrog Flats' impact on roads, the increasing number of students in the schools, and increased pressure on fire and police protection.
- I am concerned about the impact of additional traffic, which is already an issue as year-round traffic to our area is swelling.

- I am concerned about increased risk of wildfire and increased pressure on firefighters to protect a new development in addition to the towns and existing development as we face the increasing likelihood of wildfire due to the effects of climate change.
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- I am concerned about the impact on the night sky caused by the lighting in the development.
- I am concerned that new development on Bullfrog Road could destroy the aesthetic experience of the drive to the Roslyn area from I-90, an increasingly threatened, beautiful transition through forest and wildlife habitat.

With respect,
Susan Johnson
P.O. Box 315
317 South Third Street Alley
Roslyn, WA 98941

SEPAResponsibleOfficial

From: Susan Johnson <susanjohnsonwa@gmail.com>
Sent: Friday, October 30, 2020 4:21 PM
To: SEPAResponsibleOfficial
Cc: Susan Johnson
Subject: Comments on Bullfrog Flats



Lucy,

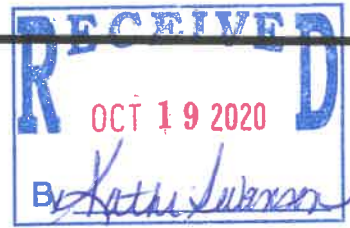
I write to express my concerns for the proposed Bullfrog Flats Project. Following are my comments on the Draft SEIS. Please enter them into the record:

- I am concerned about loss of wildlife habitat, a critical issue in our area because of the encroachment of new development into wildlife habitat. Residents in Roslyn and in Cle Elum are experiencing more frequent personal encounters with bear, elk, deer, coyote, and cougar because these animals are being pushed out of their natural habitat. Bullfrog Flats would exacerbate that problem.
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- I am concerned about the impact on the night sky caused by the lighting in the development.
- I am concerned that new development on Bullfrog Road could destroy the aesthetic experience of the drive to the Roslyn area from I-90, an increasingly threatened, beautiful transition through forest and wildlife habitat.

With respect,
Susan Johnson
P.O. Box 315
317 South Third Street Alley
Roslyn, WA 98941

SEPAResponsibleOfficial

From: Callie Keller <kellerc@cersd.org>
Sent: Monday, October 19, 2020 9:19 AM
To: SEPAResponsibleOfficial
Subject: City of Cle Elum Community Center



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

I am a teacher at Cle Elum-Roslyn School District. I can see the toll the lack of a safe location for students to gather takes on a community. Without safe engaging activities in a safe environment, students are coming up with their own idea of "fun." Honestly, I hear the stories, the things they are doing is scary. I would love to see a community center where people from Cle Elum could meet, play, and socialize. Ideally, I would love to see some basketball courts, an indoor track, batting cages, and a climbing wall. For our younger students, finding gym time to practice rec or league sports is nearly impossible. Court space would be absolutely amazing! A swimming pool would also be great so children not living in Suncadia could have access and have the opportunity to learn how to swim. As a parent, teacher, and community member, I worry about our students. I want them to be safe and engaged in positive activities. Please help me make this a reality.

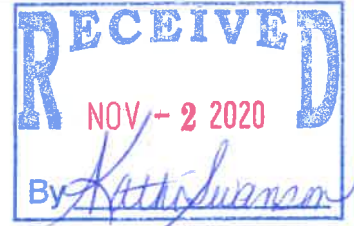
Thank you for your time,
 Callie Keller
 1014 Denny Avenue
 Cle Elum, WA 98922

--

Callie Keller
 Math and Engineering Teacher
 Cle Elum-Roslyn High School
 (509) 649 - 4911

SEPAResponsibleOfficial

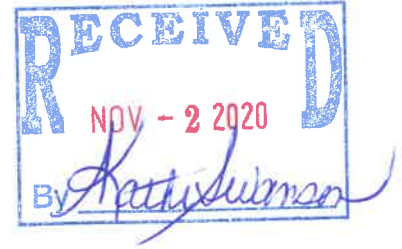
From: Christopher Keller <CKeller@frontlinepg.com>
Sent: Monday, November 02, 2020 11:37 AM
To: SEPAResponsibleOfficial
Subject: Bullfrog Flats Development Agreement



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Chris Keller
Cle Elum

Douglas H Kilgore
PO Box 622
Roslyn, WA 98941



October 29, 2020

SEPA Responsible Official at City of Cle Elum,
119 First Street
Cle Elum, WA 98922

Sent by e-mail: SEPAResponsibleOfficial@cityofcleelum.com

Re: 47° North Proposed Master Site Plan Amendment Supplemental Draft Environmental Impact Statement

To whom it may concern,

Thank you for the opportunity to comment on the 47° North Proposed Master Site Plan Amendment Supplemental Draft Environmental Impact Statement. I write as a resident of the City of Roslyn as a person who participated in the public process leading to approval of the Cle Elum Urban Growth Area's development agreement with the City of Cle Elum and as a person who was among those responsible for negotiating and administering the 2001 RIDGE Settlement Agreement with Trendwest (RIDGE SA) between 2001 and 2013.

The 2002 Final Environmental Impact Statement (FEIS) for the Cle Elum Urban Growth Area (UGA) analyzed the impacts of developing the UGA in combination with an analysis of the previously approved Trendwest Master Planned Resort (MPR). In so doing it incorporated within the analysis the beneficial effects of mitigations contained in the RIDGE SA that was concluded in September 2001, after approval of MPR permits but before the completion of the 2002 FEIS for the UGA. This is described in the FEIS:

"RIDGE Settlement Agreement In September 2001, Trendwest entered into a settlement agreement with RIDGE, a non-profit conservation organization. In return for RIDGE's commitment to withdraw outstanding appeals and refrain from legal challenges to future MPR and UGA approvals, Trendwest agreed to a number of project modifications. First, Trendwest agreed to reduce the MPR's project density. Second, Trendwest agreed to add an additional 550 acres of open space to the UGA and MPR projects. The new open space will be protected by conservation easements. Third, Trendwest agreed to provide a comprehensive package of economic and environmental benefits for the local community. These include, in part, a commitment to transfer water rights to the City of Roslyn to provide water for induced growth within Roslyn's municipal service area, and to provide water for expansion of the Cle Elum-Roslyn School District #404. The MPR-approved units, and the unit reductions agreed to by Trendwest for a Reduced Density MPR, are shown in Table 1-1. As described previously, cumulative impacts for the analysis of Alternative 5 are evaluated in combination with the Reduced Density MPR". (Trendwest Properties: Cle Elum UGA Summary - Final EIS 1-7 March 18, 2002) (FEIS Table 1-1 showing MPR unit reductions is attached to this letter)

Following the preparation of the FEIS, the City of Cle Elum approved a development agreement with New Suncadia LLC's predecessor, Trendwest Inc., relying on Trendwest's commitment to implement the many community benefits and development mitigations contained in the RIDGE SA.

In 2013 the SA was terminated by order of Kittitas County Superior Court Judge Roger Sparks. as a result, Trendwest successor, New Suncadia LLC, was relieved of obligations contained in the RIDGE SA to mitigate impacts from resort development. Chief among these mitigations were the addition of 550 acres of open space within the MPR, commitments for public access to trails on much of this open space and an 18.6% reduction in the total number of single family residents, condominiums and hotel rooms to be built in the MPR. The 47 North Draft Supplemental Environmental Impact Statement (DSEIS) acknowledges the that the RIDGE SA existed, notes its 2013 termination, concludes that "the Settlement Agreement no longer pertains to the MPR or the Bullfrog Flats (and now 47° North) properties." (DSEIS p 65). The DSEIS, however, fails to analyze the impact of the 2013 removal of the RIDGE SA among the various changes in conditions that have occurred since the 2002 FEIS for the Cle Elum Bullfrog Flats UGA was prepared. This letter is to request that such an analysis now be completed for inclusion within the 47 N SEIS.

While some benefits of the RIDGE SA such as the transfer of lands and water rights to the City of Roslyn, remain in effect, others are completely lost. We believe this loss should be analyzed to enable a full assessment of impacts of renewed development within the UGA within the context of a substantial increase in the foreseeable cumulative impacts of MPR expansion that may reasonably be expected to occur now that such development may proceed without the limitations set forth in the RIDGE SA.

Loss of open space: The DSEIS does not analyze the impact of removals of open space from the 550 acres of previously protected open space within the MPR. Subsequent to the RIDGE SA's termination in 2013 it is our understanding that New Suncadia LLC requested and the Kittitas Conservation Trust (KCT) allowed removal of a certain number of acres of previously protected land from conservation easements that had been established within the MPR. These lands are now either being built upon or are being made available for sale and development. In our opinion, New Suncadia's act of "conservation in reverse" caused harmful impacts to wildlife within the MPR and adjacent communities, including the UGA and has reduced the benefits of those lands for residents and visitors to the region who had previously enjoyed access to these lands. The Final SEIS for 47° North should analyze the quantity and quality of lands that were un-conserved by the KCT at New Suncadia's request and should analyze impacts of these actions on wildlife, local community access to recreation and noise.

The FSEIS should also analyze increased incidents of wildlife nuisance caused in MPR-adjacent communities of Roslyn Ronald and Cle Elum resulting from this destruction of habitat and consequential displacement of wildlife. During the the last two years as development on previously protected open space has commenced, we in Roslyn, at least, have seen increased numbers of incursions by elk and deer within the City. While some see this phenomenon as a touristic amenity, others, witnessing destruction of their plants and gardens, see this as a harmful impact limiting the use of our property.

Increased residential density of MPR: As noted above, the termination of the RIDGE SA enabled New Suncadia LLC to build 865 more single family, condominium and hotel units than were allowed or analyzed in the 2002 FEIS for an overall increase in density of 18.6%. Table 6.3-3 reports that of the total allowable number of units within the MPR, 1129 have been constructed and 3271 remain to be constructed. An additional 250 allowable hotel units that were prohibited by the RIDGE SA but permitted by the MPR's Development Agreement with Kittitas County are not included within

this table. Relying on projections from New Suncadia as to the rate of construction within the MPR going forward, the SEIS concludes that only 1071 additional units will be constructed before 2037. We believe this analysis minimizes the number of units likely to be built during this period. The estimate presumes that in the future residential construction within the MPR will carry forward the average rate of construction of the first 18 years of MPR development (48 units per year). We believe the use of this average rate of past construction underestimates the probable or possible rate of residential development that may be anticipated during the period between now and 2037. The 18-year period used to calculate the average number of new units per year, includes the initial three years of MPR construction. During this period, however, development activity within the MPR was primarily focused on land clearing, site preparation and infrastructure - not homebuilding. The initial 18-year period also includes the years of the financial collapse between 2008 and 2011, during which New Suncadia's predecessor, Suncadia, was generally not moving forward with plans or obligations involving outlays of cash and not enjoying frequent property sales. During the financial collapse, it became difficult for buyers to finance purchases of the second and third homes for sale in the MPR using "jumbo loans", and demand for new homes that could be constructed was dampened by a large number of foreclosures on previous sales within the MPR. The use of a 48-unit per year average rate of new residential construction within the MPR has produced an unjustifiably low estimate in the average rate of construction within the MPR that can be expected to occur between now and 2037. The SEIS should analyze scenarios where New Suncadia LLC achieves full build-out of its 4650-unit entitlement by 2037 and should analyze scenarios where build out continues at the rate that has occurred in 2020. The SEIS should also analyze a scenario that includes full build out of the additional 250 hotel unit entitlement contained in New Suncadia's development agreement with Kittitas County.

7

To address the loss of these mitigations that softened the impact of anticipated development of the Cle Elum UGA we propose that New Suncadia LLC amend its Development Agreement with Kittitas County to restore the 18.6% reduction in residential units and that it increase lands protected from development within the resort to restore to protection, those lands that were designated for conservation easements in 2013, when the RIDGE SA was terminated.

8

Reduced Labor Standards within the MPR and UGA. The RIDGE SA also included certain provisions that established beneficial labor standards within the MPR and Cle Elum UGA. These requirements that were removed in 2013 are quoted, below:

1.8.5 Trendwest and its contractors will pay its construction and operation workers according to prevailing wage standards for Kittitas County as established by the Washington Department of Labor and Industries.

1.8.6 Trendwest will encourage its contractors and each tier of sub-contractors to provide health and welfare benefits. It is understood by the Parties that in some cases this action might not be feasible for small contractors with short-term employees. It is further understood by the Parties that employer contributions toward health and welfare benefits are included with wages or salaries to meet the prevailing wage standards.

9

1.8.7 Trendwest agrees to continue its practice of providing medical benefits to all Trendwest employees who work thirty (30) or more hours per week.

The DSEIS does not analyze the effect of this change in conditions since 2002. This letter is to request that the SEIS should include such an analysis to determine if Trendwest successor, New Suncadia LLC has maintained medical benefits for employees working 30 or more hours per week, whether any labor standards apply to its policies of procurement of construction services and if not, what are the actual wages currently paid to operation and construction workers in the MPR and UGA.

9
cont'd

In conclusion, we have observed that New Suncadia LLC and its predecessors have, in the past taken credit for mitigations to MPR and UGA development that were contained in the RIDGE Settlement Agreement and has been allowed latitude for development plans whose impact was softened by these mitigations. While this was justified when the RIDGE SA's protections were legally enforceable, we do not believe it is justified now that they are not. To assist those performing this analysis, we have attached pdf copies of the RIDGE SA including amendments that were concluded between 2001 and 2013.

10

Sincerely,



Doug Kilgore

1.6 RELATIONSHIP OF THE CLE ELUM UGA EIS TO THE MPR EIS

The Cle Elum UGA and the MountainStar MPR are geographically adjacent and are being developed by related companies. However, the UGA and MPR projects are independent of each other. The purpose and need for the UGA and MPR projects are significantly different. Also, the two projects fall under different legislative mandates and local code requirements. Neither project depends on any larger proposal for justification or implementation. Either project can proceed without the other project.

Because the nature of proposed development in the UGA and MPR is fundamentally different, impacts are also fundamentally different. The proposed uses in the UGA are being developed consistent with GMA goals and requirements for urban growth areas and include typical urban uses. The MPR is focused on destination resort facilities and short-term visitor accommodations, consistent with legislation for master plan resorts. These differences lead to differences in type, timing, and magnitude of impacts on the elements of the environment, such as transportation, population, economics, and public services.

Mitigation measures are analyzed in relationship to identified significant impacts (direct, indirect, and cumulative). Proposed mitigation measures are generally project-specific; however, there is overlap to the extent that project impacts from the MPR and UGA may affect the same service provider, facility, or infrastructure. In these cases, mitigation measures for the MPR and UGA reflect a potential coordinated approach. However, each project is obligated to address its own mitigation and would do so independent of the other project.

RIDGE Settlement Agreement

In September 2001, Trendwest entered into a settlement agreement with RIDGE, a non-profit conservation organization. In return for RIDGE's commitment to withdraw outstanding appeals and refrain from legal challenges to future MPR and UGA approvals, Trendwest agreed to a number of project modifications. First, Trendwest agreed to reduce the MPR's project density. Second, Trendwest agreed to add an additional 550 acres of open space to the UGA and MPR projects. The new open space will be protected by conservation easements. Third, Trendwest agreed to provide a comprehensive package of economic and environmental benefits for the local community. These include, in part, a commitment to transfer water rights to the City of Roslyn to provide water for induced growth within Roslyn's municipal service area, and to provide water for expansion of the Cle Elum-Roslyn School District #404. The MPR-approved units, and the unit reductions agreed to by Trendwest for a Reduced Density MPR, are shown in Table 1-1. As described previously, cumulative impacts for the analysis of Alternative 5 are evaluated in combination with the Reduced Density MPR.

Table 1-1: MountainStar Unit Reductions

Type of Unit	County Approved	Settlement Terms	Unit Reduction	Percentage Reduction
Single-Family Residence	3250	2695	555	17%
Condominium	850	790	60	7%
Hotel	550	300	250	45%
Totals	4650	3785	865	18.6%

Source: Trendwest 2001.

1.7 WATER RIGHTS CHANGE APPLICATIONS

In December 2000, Trendwest entered into a contract with the Washington Department of Ecology (Ecology) for the purpose of conducting additional environmental review and processing of Trendwest's water rights change applications. Over the course of 2001 and into 2002, Trendwest and the City of Cle Elum worked with Ecology to conduct additional environmental review of the Trendwest water transfer proposals and to incorporate that information into the City of Cle Elum's Final EIS. The detailed analysis of this additional environmental review and analysis of potential impacts from implementation of the water rights changes is included as Appendix B, the Water Supply Technical Report Supplement. Information from that report is summarized in Chapter 3.4, Water Supply, of the Final EIS.

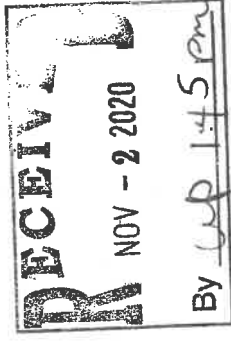
Some of the environmental analysis that was performed disclosed additional information on specific water-related aspects of the MPR proposal. Kittitas County prepared an Addendum to the MPR Final EIS in March 2002. Information contained in the City of Cle Elum's EIS and MPR Final EIS Addendum is intended to satisfy any SEPA compliance requirements associated with the water rights change applications Trendwest has filed in connection with both the MPR and UGA developments.

1.8 WASHINGTON STATE HORSE PARK

In the Draft EIS, Alternatives 2 and 4 included a site for future development as an equestrian facility by the Washington State Horse Park Authority. Impact analyses for Alternatives 2 and 4 addressed potential impacts of the Horse Park, to the extent that project information was available. In Alternative 5, however, the Horse Park is not included. Instead, a 175-acre parcel adjacent to I-90 would be set aside as a "Reserve." Under the terms of an agreement between Trendwest and the Horse Park Authority, the Reserve would be donated to the Authority for development of the facility subject to a number of conditions:

- Trendwest would receive approvals from the City of Cle Elum and other agencies for land use, water supply, and water and wastewater treatment for its properties within the UGA.
- The Horse Park Authority would provide or complete all government approvals; a master plan; design and engineering; full funding for the first phase of the project; an operating plan; a project-specific SEPA review; mitigation measures; water rights; onsite utilities and roads,

Dan Kuyser
PO Box 622
Rocky Mt
98411



SEPA Responsible
Official at
City of Cle Elum

Hand Delivered.

CD provided by
Doug Kelgore

Attachment to
Comments of Doug Kelgore
on DSEIS for 473rd
Project:

Contains copies of
all Agreements and amendments
to RIDE Settlement Agreement
with Trendwest

2001 → 2007

EXHIBIT A

Legal Description for MountainStar Property

PARCEL A:

Lots 1A, 2A, 3A, 4A, 2B, 3B, and 4B as described and or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582255 and filed in Book 21 of Surveys, Pages 44 and 45, Records of Kittitas County, State of Washington; being a portion of Section 11, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington;

AND

Lot B1 as described and/or delineated on that certain Survey as recorded September 18, 1996, in Book 22 of Surveys, Page 83, under Auditor's File No. 199609180020, records of Kittitas County, Washington; being a portion of the East Half of the Northwest Quarter and of the Northeast Quarter of the Northeast Quarter of Section 11, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

PARCEL B:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B and 4B, as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581730 and filed in Book 21 of Surveys, Pages 28, and 29, Records of Kittitas County, State of Washington; being a portion of Section 13, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL C:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B and 4B, as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581729 and filed in Book 21 of Surveys, Pages 26 and 27, Records of Kittitas County, State of Washington; being all of Section 14, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL D:

Lots 2 and 4 as described and/or delineated on the face of that certain Survey recorded July 11, 1995 under Auditor's File No. 583027 and filed in Book 21 of Surveys, Page 64, Records of Kittitas County, State of Washington; being a portion of Section 15, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

(continued)

Legal Description for MountainStar Property, cont.

PARCEL E:

Lots 1, 2, 3 and 4 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581725 and filed in Book 21 of Surveys, Page 19, Records of Kittitas County, State of Washington; being all of Section 23, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

EXCEPT that portion of Lot 3 of said Survey lying Southerly and Westerly of the Yakima River.

PARCEL F:

Lots 1A, 2A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581724 and filed in Book 21 of Surveys, Page 18, Records of Kittitas County, State of Washington; being a portion of Section 24, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL G:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B and 4B as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581723 and filed in Book 21 of Surveys, Page 17, Records of Kittitas County, State of Washington; being a portion of Section 25, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL I:

Lots 1, 2, 3 and 4 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581728 and filed in Book 21 of Surveys, Page 25, Records of Kittitas County, State of Washington; being a portion of Section 18, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington

AND

All that portion of the East Half of the Southeast Quarter of Section 18, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington, lying Southerly of the following described line: Beginning at the Southeast Corner of said Section 18; thence North 0°44'15" East, along the East line of said Section 1,155.00 feet and the true point of beginning of said line; thence North 67°00'00" West, 11424.23 feet to the West line of said East Half of the Southeast Quarter and terminus of said line.

(continued)

Legal Description for MountainStar Property, cont.

PARCEL J:

Lots 1A, 2A, 1B, 2B, 3B, 4B, 1C, 1D, 2D, 3D and 4D as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582254 and filed in Book 21 of Surveys, Pages 42 and 43, Records of Kittitas County, State of Washington; being a portion of Section 19, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

PARCEL K:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B, 4B, 1C, 2C, 3C, 1D, 2D, 3D, 4D, 1E, 2E, 3E, 1F, 2F, 1G and 2G as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581726 and filed in Book 21 of Surveys, Pages 20, 21 and 22 and as amended November 7, 1997 in Book 23 of Surveys, Pages 17, 18 and 19 under Auditor's File No. 199711070002, Records of Kittitas County, State of Washington; being a portion of Section 20, Township 20 North, Range 15, East, W.M., Kittitas County, State of Washington.

PARCEL L:

All that portion of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington, lying Southwesterly of the Southwesterly line of State Highway 2-E (SR 903)

EXCEPT beginning at a point on the Southwesterly line of said State Highway, said point bearing North 47°42' West, 1031.14 feet from the South Quarter corner of said Section 21; thence South 28°00' West, 300 feet; thence North 62°00' West to the intersection with the East line of County Road known as Bullfrog Road; thence North along said East line to the intersection with the Southwesterly line of said State Highway; thence Southeasterly along said Southwesterly line to the point of beginning;

EXCEPT that portion of the Southwest Quarter of said Section 21, lying within the following described tract:

Beginning at the intersection of the Southwesterly right of way line of State Highway No. 903 with the Southeasterly boundary of the tract of land heretofore conveyed by the Northwestern Improvement Company to Fred W. Schulz under Deed dated September 10, 1938, which point bears North 48°14'23" West, 1,028.73 feet from the South Quarter corner of said Section 21; thence Southeasterly along the Southwesterly right of way line of said State Highway No. 903, 1,597 feet; thence Southwesterly at right angles thereto, 900 feet; thence Northwesterly parallel to the Southwesterly right of way line of said State Highway No. 903, 1,597 feet, more or less, to a point on the extension of the Southeasterly boundary of the said tract conveyed by the Northwestern Improvement

(continued)

Legal Description for MountainStar Property, cont.

Company to Fred W. Schulz; thence Northeasterly along said extension and boundary, 900 feet to the point of beginning;

EXCEPT that portion of the Southwest Quarter of said Section 21, described as follows: Beginning at the intersection of the centerline of the Burlington Northern Railroad Spur to No. 9 Mine and the Southwesterly margin of Cle Elum to Roslyn Highway No. 903; thence South 36°45'23" East along the said road margin 355.21 feet to the West margin of the Bullfrog Cutoff Road; thence South 6°08'50" West along said road margin 375.00 feet; thence North 79°30'46" West 800.92 feet to the West line of said Section 21; thence North 0°06'18" East, along said Section line 475.00 feet to the centerline of said Railroad Spur; thence North 86°35'06" East 615.36 feet to the point of beginning;

EXCEPT that portion of the Southwest Quarter of the Southwest Quarter of said Section 21, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington, described as follows:

Beginning at a point 291.99 feet North and 800.30 feet East of the Southwest corner of said Section, said point being on the Easterly right of way line of the County Road as established November 13, 1947 date of that deed recorded January 13, 1948, under Auditor's File No. 198871, Records of said County; thence North 89°44' East, parallel with the South line of said Section 548.30 feet to a point of the East line of said Subdivision; thence North 00°26' East, along said East line, 305 feet, more or less to a point 30 feet Southwesterly, when measured at right angles, from that tract of land conveyed by the Northwestern Improvement Company to Mike Pasa by the Deed dated June 20, 1934; thence north 62°00' West, 557.90 feet to the Easterly right of way of said County Road; thence South 05°51' West, along said right of way line, 572.20 feet to the point of beginning;

EXCEPT that portion of the Southwest Quarter of the Southwest Quarter of said Section 21, described as follows:

Beginning at a point 800.30 feet East of the Southwest corner of said Section; thence 291.99 feet North, said point being on the Easterly right of way line of the County Road as established November 13, 1947, date of deed recorded January 13, 1948, under Auditor's File No. 198871, Records of said County; thence North 6°08'50" East, along said right of way, 572.20 feet to the point of beginning; thence South 62°00' East, 557.90 feet; thence North 0°14'31" East, 32.40 feet; thence North 62°00' West, 557.90 feet; thence South 6°08'50" West, 32.40 feet to the point of beginning.

AND

(continued)

Legal Description for MountainStar Property, cont.

EXCEPT that portion of the Southwest Quarter of said Section 21, lying within the following described tract:

Beginning at the intersection of the Southwesterly margin of State Highway No. 903 with the Southeasterly boundary of a tract of land heretofore conveyed by Northwest Improvement Company to Fred W. Schulz under Deed dated September 10, 1938, which point bears North 47°46'25" West, 1,028.73 feet from the South Quarter corner of said Section 21; thence continuing South 61°39'23" East along said road margin 1,597 feet to the true point of beginning; thence continuing South 61°39'23" East, 901.16 feet to the intersection of said road margin and the Northwesterly margin of the Rocky Reach-Maple Valley No. 1 Bonneville Transmission Line; thence South 73°16'17" West along said Bonneville Line margin 585.77 feet; thence continuing along said Bonneville Line margin South 73°07'39" West, 824.58 feet; thence North 61°39'23" West, 1,603.62 feet; thence North 28°20'37" East, 706.0 feet to a point on the South fence line of the aforementioned Fred W. Schulz Tract; thence South 61°39'23" East along said Schulz fence line 100.0 feet to a point on the Westerly line of the Cle Elum-Roslyn Public School District No. 404 Tract as deeded by Northern Pacific Railway Company under Deed dated October 27, 1967; thence South 28°20'37" West along said school Westerly line 606.0 feet to the Southwest corner thereof; thence South 61°39'23" East along said school Southerly line 1,597 feet to a point which bears South 28°20'37" West from the true point of beginning, thence North 28°20'37" East, 900.0 feet to the true point of beginning.

PARCEL N:

That portion of Lot 1A lying Northwesterly of the Southwest boundary of the County Road known as Bullfrog Road, as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's No. 581722 and filed in Book 21 of Surveys, Pages 14, 15 and 16, records of Kittitas County, State of Washington; being a portion of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

PARCEL O:

Lots 1A, 2A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581721 and filed in Book 21 of Surveys, Pages 12 and 13, Records of Kittitas County, State of Washington; being a portion of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, Sate of Washington.

(continued)

Legal Description for MountainStar Property, cont.

PARCEL P:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B, 4B, 1C, 2C, 3C, 4C, 1D, 2D, 3D and 4D as described and/or delineated on the face that certain Survey recorded May 23, 1995 under Auditor's File No. 581720 and filed in Book 21 of Surveys, Pages 10 and 11, and as amended by that certain Amended Survey recorded October 11, 1996 under Auditor's File No. 199610110005 and filed in Book 22 of Surveys, Pages 96 and 97, Records of Kittitas County, State of Washington; being a portion of Section 30, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

PARCEL Q:

Lots 1, 2, 3 and 4 as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582256 and filed in Book 21 of Surveys, Pages 46 and 47, Records of Kittitas County, State of Washington; being a portion of the North Half of Section 31, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

EXCEPT that portion of said Lots 1 and 2 conveyed to the State of Washington by deed dated February 25, 1999, recorded March 12, 1999 under Kittitas County Auditor's File No. 199903120019 described as follows:

All that portion of the hereinafter described Tract "A" lying southerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 432 + 00 on the LW Line Survey of SR 90, Easton to Cle Elum and 300 feet northerly therefrom; thence easterly parallel with said LW Line Survey to a point opposite HES 446 + 25; thence southerly to a point opposite said HES 446 + 25 and 110 feet northerly therefrom; thence easterly to a point opposite HES 450 + 00 on said LW Line Survey and 90 feet northerly therefrom thence easterly parallel with said LW Line Survey to a point opposite HES 456 + 00 and the end of this line description.

TRACT "A"

Lots 1 and 2, as described and/or delineated on that certain survey recorded June 13, 1995 under Auditor's File No. 582256 in Book 21 of Surveys, pages 46 and 47, records of Kittitas County, State of Washington; being a portion of the North Half of Section 31, Township 20 North, Range 15 East, W.M., EXCEPT that portion of said Lot 2 lying within the Northeast Quarter of Section 31.

EXHIBIT B

Legal Description for UGA Property

LOT 1 AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581718 AND FILED IN BOOK 21 OF SURVEYS, PAGES 6 AND 7, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON;
BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

TOGETHER WITH

LOTS 1A, 2A, 3A AND 4A AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581722 AND FILED IN BOOK 21 OF SURVEYS, PAGES 14, 15 AND 16, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON;
BEING A PORTION OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;
EXCEPT THAT PORTION OF SAID LOT 1A, LYING NORTHWESTERLY OF THE NORTHWESTERLY MARGIN OF BULLFROG ROAD; AND
EXCEPT THAT PORTION OF SAID LOT 2A, LYING NORTHERLY OF STATE HIGHWAY 2-E (SR 903);

TOGETHER WITH

LOTS 1B, 2B, 3B AND 4B AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581721 AND FILED IN BOOK 21 OF SURVEYS, PAGES 12 AND 13, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON;
BEING A PORTION OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

TOGETHER WITH

LOTS 1E AND 1F AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581720 AND FILED IN BOOK 21 OF SURVEYS, PAGES 10 AND 11, AND AS AMENDED BY THAT CERTAIN AMENDED SURVEY RECORDED OCTOBER 11, 1996 UNDER AUDITOR'S FILE NO. 199610110005 AND FILED IN BOOK 22 OF SURVEYS, PAGES 96 AND 97, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON;
BEING A PORTION OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

(continued)

Legal Description for UGA Property, cont.

TOGETHER WITH

LOTS 3 AND 4 AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED JUNE 13, 1995 UNDER AUDITOR'S FILE NO. 582256 AND FILED IN BOOK 21 OF SURVEYS, PAGES 46 AND 47, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON;
BEING A PORTION OF THE NORTH HALF OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON

TOGETHER WITH

LOTS 1A, 2A, 3A, 4A AND LOT 1C AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED FEBRUARY 21, 1997 UNDER AUDITOR'S FILE NO. 199702210003 AND FILED IN BOOK 22 OF SURVEYS, PAGE 178, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON;
BEING A PORTION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

TOGETHER WITH

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 2 (I-90).

EXHIBIT C

[Binding Project Map]

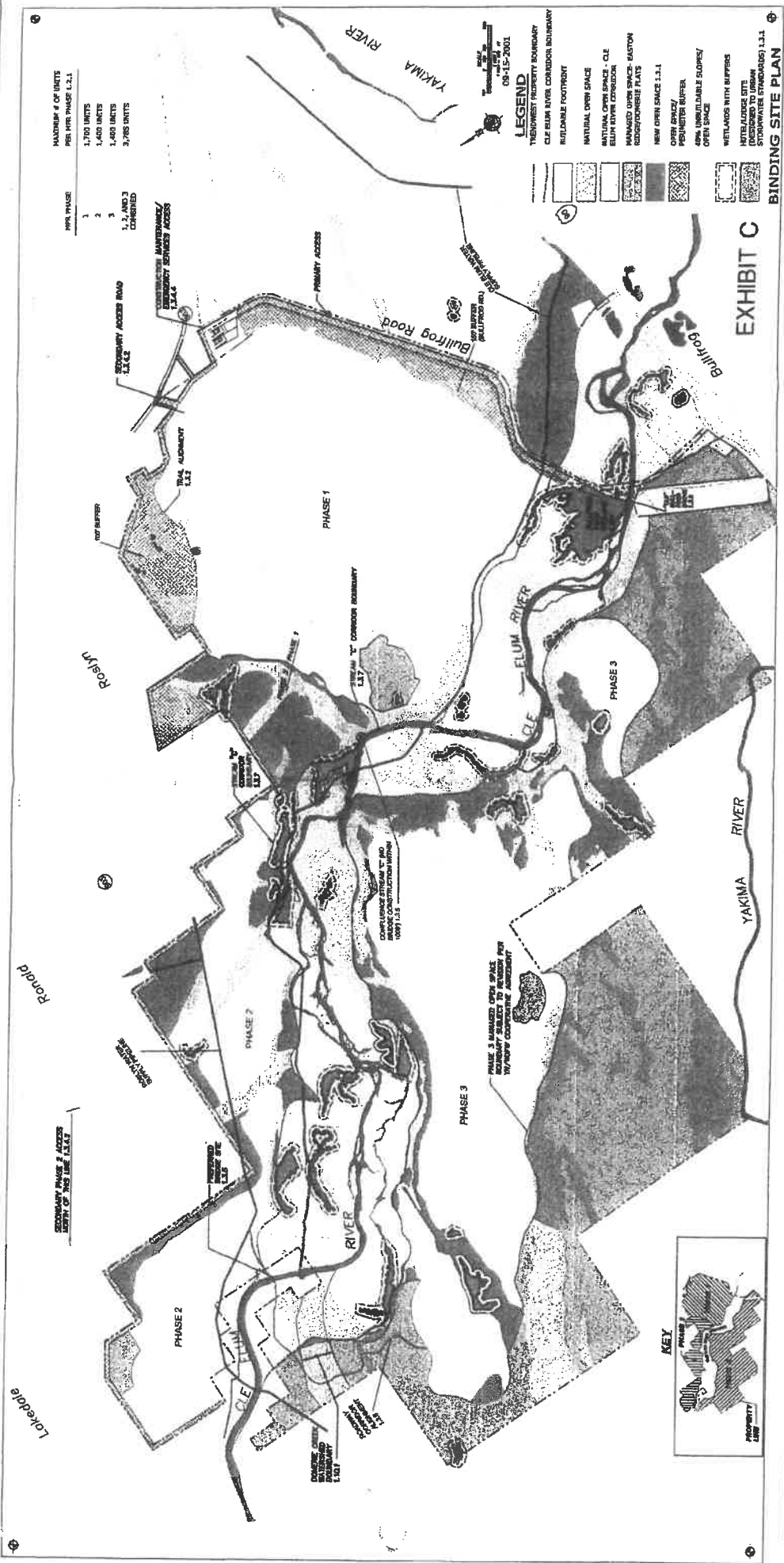


EXHIBIT D

Definitions of Open Space Categories for the New Open Space within the MountainStar Property and Trendwest's UGA Property

Natural Open Space

This is open space dedicated primarily to wildlife habitat and recreational opportunities compatible with wildlife objectives. It includes all of Planning Area 11 on the MPR Conceptual Master Plan and the geomorphic floodplain in the UGA. These areas include the Cle Elum River corridor, on-site tributaries, and a major portion of the wetlands, the most environmentally sensitive areas on the property. It will include the parts of the Domerie Creek Watershed located in Section 11, 14 and 15 of Township 20 North, Range 15 East, W.M of the Trendwest Property. Motorized vehicles, building structures, vegetation disturbance, domestic animal use and human use will be subject to appropriate prohibitions and limitations. This open space shall be dedicated permanently and irrevocably by a conservation easement; provided, however, New Open Space is revocable as provided in Paragraph 3.0.

Managed Open Space

This is open space also dedicated to wildlife habitat and recreational opportunities compatible with wildlife objectives. It includes all of Planning Areas 9 and 10 on the MPR Conceptual Master Plan (Domerie Flats and Easton Ridge). It will include about 112 acres of New Open Space within Trendwest's UGA Property adjacent to the geomorphic floodplain. This open space may be more intensely managed or changed by selective logging, thinning or vegetation removal to establish better habitat conditions conducive to selected species, and to establish more useable area for recreation purposes. Though no residential development will occur on this open space, limitations on structures, motorized vehicles, domestic animal use and human use will be less restrictive than in the Natural Open Space. This open space shall be dedicated permanently and irrevocably by conservation easement; provided, however, New Open Space is revocable as provided in Paragraph 3.0.

Perimeter Buffer Open Space

This is open space dedicated primarily to buffering MPR uses from immediately adjacent lands. It includes those lands generally designated as buffers on the MPR Conceptual Master Plan on the perimeter boundary of the MPR. Trails and service roads may occur in this open space, though they will be developed as closely as practical to MPR developed lands rather than to adjacent properties. Some vegetation management may occur for fire protection purposes or habitat enhancement. This open space shall be dedicated permanently and irrevocably by conservation easement; provided, however, New Open Space is revocable as provided in Paragraph 3.0.

Note: The two approved golf courses in the MPR are not included in this Agreement's open space calculations. The open space ratio given in the MPR EIS considers them developed property. They include 295 acres.

EXHIBIT E

Take the right steps in your pathway to preparedness!

- ☐ Step 1: Evaluate yourself: strengths, weakness, likes, dislikes.
- ☐ Step 2: List occupational choices
- ☐ Step 3: Choose a pathway
- ☐ Step 4: Talk with parents and meet with an academic advisor
- ☐ Step 5: Determine remaining graduation requirements
- ☐ Step 6: Choose additional courses from those recommended
- ☐ Step 7: Register for classes

Pathways & Related Occupations

Washington State has developed five career pathways to help students focus their education. Those five pathways are:

- Arts & Communication
- Business & Marketing
- Engineering & Scientific
- Health & Human Services
- Industrial

Industrial Occupations

Mechanics

People in mechanics occupations use specialized mechanical skills to repair and maintain automobiles, power saws, watches, and other mechanical devices.

Construction

People in construction occupations usually have specialized skills that they use when working with people from other building trades. They may build and maintain roads, houses, office buildings, and other structures.

- Bricklayers
- Carpenters
- Cement Masons
- Construction Laborers
- Floor and Carpet Layers
- Glaziers
- Highway Maintenance Workers
- Insulation Workers
- Irrigation Technicians
- Painters/Paper Hangers
- Plasterers/Drywall Installers
- Plumbers
- Roofers

Timber Products

People in timber products occupations work with wood in various stages of production

- Cabinetmakers
- Chokesetters
- Fallers and Buckers
- Pulp and Paper Workers
- Sawmill/Plywood Laborers
- Woodworking Machine Operators

Building Maintenance

People in building maintenance occupations clean, repair, and maintain the interior and exterior of buildings

- Building Maintenance Workers
- Domestic Service Providers
- Janitors
- Pest Control Workers

Transportation Occupations

People in transportation occupations operate transportation equipment to move freight and passengers either directly or indirectly.

- Air Traffic Controllers
- Bus and Taxi Drivers
- Deckhands
- Dispatchers
- Forklift Operators
- Garbage Collectors
- Local Truck Drivers

Recommended Courses

Choose your additional courses—those that are above and beyond the courses required for graduation—from the list within your pathway.

Industrial

Entry Level

- ☐ Accounting
- ☐ Advanced Woods
- ☐ Applied Math
- ☐ Auto Mechanics
- ☐ AutoCAD
- ☐ Beginning Woods
- ☐ Biology I
- ☐ Business Communication
- ☐ Business Math/Marketing
- ☐ Composition/Literature
- ☐ Integrated Math I
- ☐ Physical Science
- ☐ Pre-algebra

Skilled Level

- ☐ Accounting
- ☐ Adv. Computer Topics
- ☐ Advanced Woods
- ☐ Applied Math
- ☐ Auto Mechanics
- ☐ AutoCAD
- ☐ Beginning Woods
- ☐ Biology 1
- ☐ Business Communication
- ☐ Business Math/Marketing
- ☐ Computer Applications
- ☐ Integrated Math 1
- ☐ Integrated Math 2
- ☐ Journalism
- ☐ Multimedia
- ☐ Physical Science
- ☐ Spanish 1
- ☐ Spanish 2
- ☐ Speech

Professional Level

- ☐ Adv. Computer Topics
- ☐ Advanced Woods
- ☐ Auto Mechanics
- ☐ AutoCAD
- ☐ Beginning Woods
- ☐ Biology 1
- ☐ Biology 2
- ☐ Business Communication
- ☐ Chemistry
- ☐ Computer Applications
- ☐ Construction
- ☐ Integrated Math 1
- ☐ Integrated Math 2
- ☐ Integrated Math 3

- ☐ Integrated Math 4
- ☐ Literary Background
- ☐ Modern British/American Literature
- ☐ Multimedia
- ☐ Physical Science
- ☐ Pre-calculus
- ☐ Spanish 1
- ☐ Spanish 2
- ☐ Spanish 3

Diversified Occupations & Community Resource Training

Course work and on-the-job experience may meet occupation educational or elective requirements. Students who are interested in the D.O. or CRT programs described below, must make arrangements with the instructor and complete any necessary paperwork. Enrollment by application process only: see the instructor.

Diversified Occupations (.5-1.0 credit)

Prerequisite: Eleventh-Twelfth grade standing and permission of the instructor
 Diversified Occupations (D.O.) is a course that prepares the student for work after high school. Subject areas studied include: job applications, how to prepare a professional resume, job interview skills, pitfalls of credit cards, investment strategies, etc. This class is required for students who wish to take D.O. Release.

Diversified Occupations Release (.5-1.0 credit)

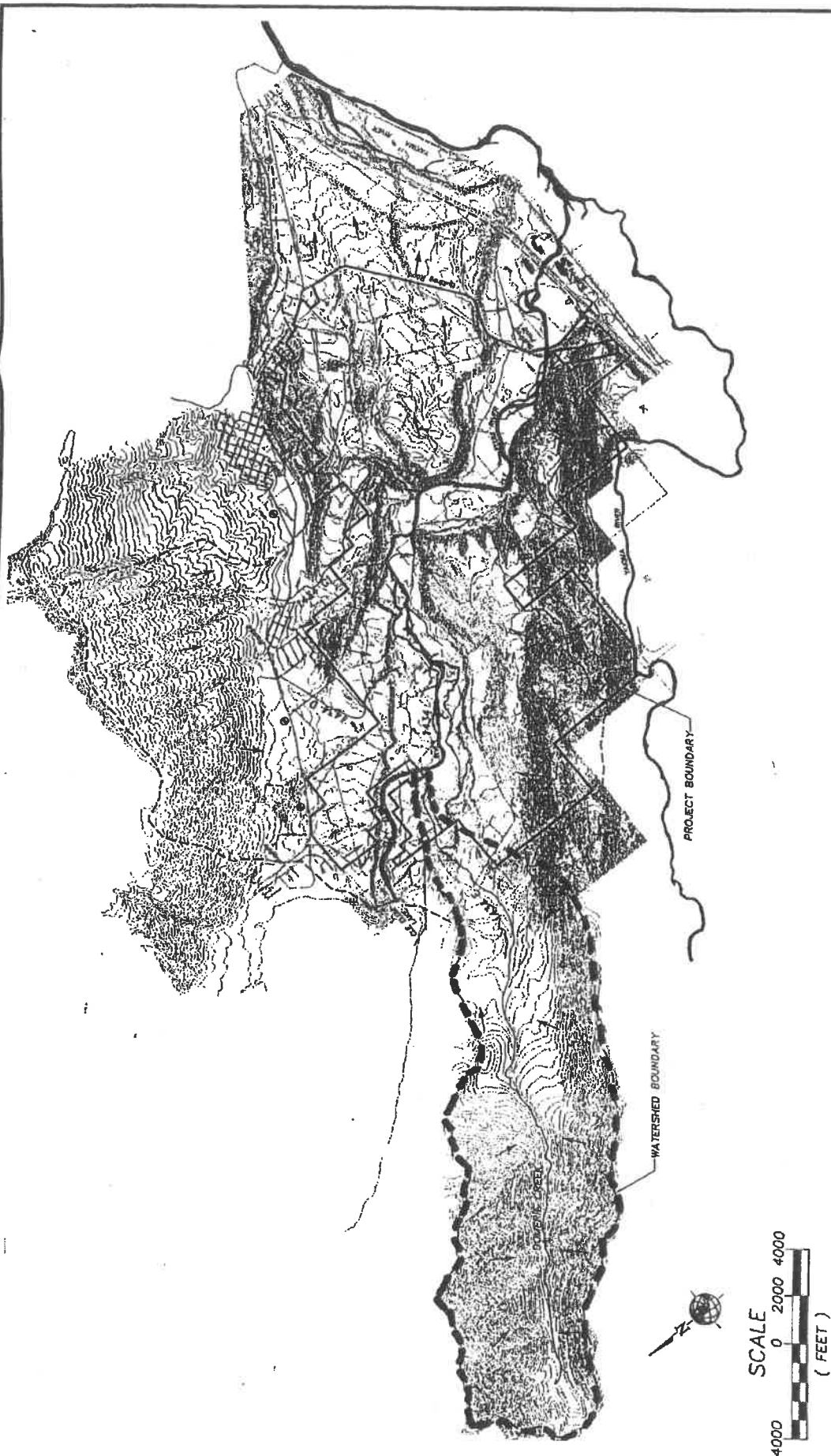
Prerequisite: Instructor approval. **Co-requisite:** D.O. Class
 D.O. Release allows a student to earn "on the job" credit while attending high school. A minimum number of hours at work are required to earn a semester credit. This credit MUST be taken simultaneously with the D.O. classroom offering. "Earn while you learn" with D.O. Release.

Community Resource Training (.5-1.0 credit)

Prerequisite: Eleventh-Twelfth grade standing and instructor permission
 Students participate in an apprentice-type program. They are released for one period per day to receive both training from community volunteers and experience in their chosen areas of interest. The place of training is considered to be a school classroom with the community trainer a volunteer teacher. This is an excellent opportunity to participate and experience possible career opportunities in your area of choice.

EXHIBIT F

[Map depicting Domerie Creek Watershed]



Н.И.И

**MountainStar Master
Planned Resort**

Exhibit F
Domerie Creek Watershed

EXHIBIT G

TRENDWEST YAKIMA RIVER WATER RIGHTS

Prior Claimant: Pautzke Bait Company -
Hundley Ranch

Court Claim Number: 01724

Change Applications: CS4-YRB07CC01724@3 (MPR)
CS4-01724(C)CTCL (UGA)

Amended Applications:

Priority Date: October 30, 1884

Point of Diversion: NW 1/4 SW 1/4 NW 1/4 of Section 3, Twp. 17N, Range 18E, Willamette Meridian (WM).

Place of Use: 67 acres located in S 1/2 SE 1/4 of Section 3, Twp. 17N, Range 18E, WM.

Period of Use: April 1 to October 15 for irrigation, continuous for stockwater

Annual Quantity: 1,609.0 ac-ft for irrigation, 6.88 ac-ft for stockwater

Instantaneous Quantity: 6.59 cfs for irrigation, 0.29 cfs for stockwater

Prior Claimant: Pautzke Bait Company -
Riverside Ranch (south portion)

Court Claim Number: 01724

Change Applications: CS4-YRB07CC01724@2 (MPR)
CS4-01724(B)CTCL (UGA)

Amended Applications:

Priority Date: October 30, 1884

Point of Diversion: NW 1/4 SW 1/4 NW 1/4 of Section 3, Twp. 17N, Range 18E, WM.

Place of Use: 78 acres located in NW 1/4 SW 1/4 NW 1/4 of Section 3, Twp. 17N, Range 18E, WM.

Period of Use: April 1 to October 15

Annual Quantity: 967.2 ac-ft

Instantaneous Quantity: 3.9 cfs

Prior Claimant: Pautzke Bait Company -
Riverside Ranch (north portion)

Court Claim Number: 01724

Change Applications: CS4-YRBO7CC01724@1 (MPR)
CS4-01724(A)CTCL (UGA)

Amended Applications:

Priority Date: May 6, 1893

Point of Diversion: SE 1/4 SW 1/4 NE 1/4 3 of Section 29, Twp. 18N, Range 18E, WM.

Place of Use: 146 acres located in N 1/2 of Section 3, Twp. 17N, Range 18E, WM.

Period of Use: April 1 to October 15 for irrigation, continuous for stock water

Annual Quantity 1,825.0 ac-ft from April 1 to October 15 for irrigation and stock water; 375.0 ac-ft from October 16 to March 31 for stock water.

Instantaneous Quantity: 12.9 cfs from April 1 to October 15 for irrigation and stock water; 1.14 cfs from October 16 to March 31 for stock water.

TRENDWEST TRIBUTARY WATER RIGHTS

Teanaway River

Prior Claimant: Don & Gloria Walker
Court Claim Number: 02255
(A) 04465
(A) 04493
Change Applications: CS4-YRB03CC02255 (MPR)
CS4-02255(A)CTCL
Amended Applications:
Current Use: Irrigation of 63 acres
Stockwater
Period of Use: May 1 to September 15
Annual Quantity: 340.2 acre-feet (irrigation) 1 acre-feet (stockwater)
Instantaneous Quantity: 1.26 cubic feet per second
Priority Date: June 30, 1883
Point of Diversion: Sec. 26, Twp. 20 N., Range 16 E.
Place of Use: Sec. 26, Twp. 20 N., Range 16 E.

Prior Claimant: Don & Gloria Walker
Court Claim Number: 02255
(A) 04465
(A) 04493
Change Applications: CS4-YRB03CC02255@1 (MPR)
CS4-02255(B)CTCL
Amended Applications:
Current Use: Irrigation of 70 acres
Stockwater
Period of Use: May 1 to September 15
Annual Quantity: 378.0 acre-feet (irrigation) 1 acre-feet (stockwater)
Instantaneous Quantity: 1.40 cubic feet per second
Priority Date: June 30, 1883
Point of Diversion: Sec. 26, Twp. 20 N., Range 16 E.
Place of Use: Sec. 26, Twp. 20 N., Range 16 E.

Prior Claimant: Don & Gloria Walker

Court Claim Number: 02255
(A) 04465
(A) 04493

Change Applications: CS4-YRB03CC02255@2 (MPR)
CS4-02255(C)CTCL (UGA)

Amended Applications:

Current Use: Irrigation of 4.0 acres

Period of Use: May 1 to September 15

Annual Quantity: 21.6 acre-feet

Instantaneous Quantity: 0.08 cubic feet per second

Priority Date: June 30, 1883

Point of Diversion: Sec. 26, Twp. 20 N., Range 16 E.

Place of Use: Sec. 26, Twp. 20 N., Range 16 E.

Prior Claimant: Don & Gloria Walker

Court Claim Number: 02255
(A) 04465
(A) 04493

Change Applications: CS4-YRB03CC02255@3 (MPR)
CS4-02255(D)CTCL (UGA)

Amended Applications:

Current Use: Irrigation of 34 acres

Period of Use: May 1 to September 15

Annual Quantity: 183.60 acre-feet

Instantaneous Quantity: 0.68 cubic feet per second

Priority Date: June 30, 1890

Point of Diversion: Sec. 26, Twp. 20 N., Range 16 E.

Place of Use: Sec. 26, Twp. 20 N., Range 16 E.

Prior Claimant: Don & Gloria Walker
Court Claim Number: 02255
(A) 04465
(A) 04493
Change Applications: CS4-YRB03CC02255@4
CS4-02255(E)CTCL (UGA)

Amended Applications:

Current Use: Irrigation of 12.8 acres
Period of Use: May 1 to September 15
Annual Quantity: 69.12 acre-feet
Instantaneous Quantity: 0.26 cubic feet per second
Priority Date: June 30, 1898
Point of Diversion: Sec. 26, Twp. 20 N., Range 16 E.
Place of Use: Sec. 26, Twp. 20 N., Range 16 E.

Prior Claimant: Don & Gloria Walker
Court Claim Number: 02255
(A) 04465
(A) 04493
Change Applications: CS4-YRB03CC02255@5 (MPR)
CS4-02255(F)CTCL (UGA)

Amended Applications:

Current Use: Irrigation of 4.0 acres
Period of Use: May 1 to September 15
Annual Quantity: 21.6 acre-feet
Instantaneous Quantity: 0.08 cubic feet per second
Priority Date: June 30, 1898
Point of Diversion: Sec. 26, Twp. 20 N., Range 16 E.
Place of Use: Sec. 26, Twp. 20 N., Range 16 E.

SWAUK CREEK

Prior Claimant: Kenneth Hartman, et al.
Court Claim Number: 01685
Change Applications: CS4-YRB04CC01685@1 (MPR)*
CS4-01685(C)CTCL (UGA)#

Amended Applications:

Current Use: Irrigation of 24.21 acres
Period of Use: April 1 to October 15
Annual Quantity: 181.58 acre-feet
Instantaneous Quantity: 1.04 cubic feet per second
Priority Date: June 30, 1878
Point of Diversion: Sec. 27, Twp. 20 N., Range 17 E.
Place of Use: Sec. 28 Twp. 20 N., Range 17 E.

* Original transfer application was for water rights appurtenant to 12.45 acres. The application does not include portion of the water right purchased in June 2001.

Original transfer application was for water rights appurtenant to 3.34 acres. The application does not include portion of the water right purchased in June 2001.

Prior Claimant: Kenneth Hartman, et al.
Court Claim Number: 01685
Change Applications: CS4-YRB04CC01685 (MPR)**
CS4-01685(D)CTCL (UGA)##

Amended Applications:

Current Use: Irrigation of 70.79 acres
Period of Use: April 1 to October 15
Annual Quantity: 530.92 acre-feet
Instantaneous Quantity: 3.0 cubic feet per second
Priority Date: September 20, 1889
Point of Diversion: Sec. 27, Twp. 20 N., Range 17 E.
Place of Use: Sec. 28 Twp. 20 N., Range 17 E.

** Original transfer application was for water rights appurtenant to 46.69 acres. The application does not include portion of the water right purchased in June 2001.

Original transfer application was for water rights appurtenant to 12.52 acres. The application does not include portion of the water right purchased in June 2001.

First Creek
(Swauk Creek Subbasin)

Prior Claimant: J.P Roan (FCWUA)
Court Claim Number: 00648
Change Applications: CS4-YRB04CC00648 (MPR)
CS4-00648(A)CTCL (UGA)

Amended Applications:

Current Use: Irrigation of 46.07 acres
Period of Use: April 1 to October 15
Annual Quantity: 231.3 acre-feet
Instantaneous Quantity: 1.8 cubic feet per second
Priority Date: November 2, 1877
Point of Diversion: Sec. 30, Twp. 20 N., Range 18 E.
Place of Use: Sec. 17, 20 & 21 Twp. 20 N., Range 18 E.

Prior Claimant: James Nelson, et al. (FCWUA)
Current Use: Irrigation of 25.49 acres
Period of Use: April 1 to October 15
Annual Quantity: 128.5 acre-feet
Instantaneous Quantity: 1.0 cubic feet per second
Priority Date: November 2, 1877
Point of Diversion: Sec. 30, Twp. 20 N., Range 18 E.
Place of Use: Sec. 17, 20 & 21 Twp. 20 N., Range 18 E.

Prior Claimant:	J.P Roan (FCWUA)
Court Claim Number:	00648
Change Applications:	CS4-YRB04CC00648@1 (MPR) CS4-00648(B)CTCL (UGA)
Amended Applications:	
Current Use:	Irrigation of 104.16 acres
Period of Use:	April 1 to October 15
Annual Quantity:	522.9 acre-feet
Instantaneous Quantity:	3.2 cubic feet per second
Priority Date:	June 1, 1881
Point of Diversion:	Sec. 30, Twp. 20 N., Range 18 E.
Place of Use:	Sec. 17, 20 & 21 Twp. 20 N., Range 18 E.
Prior Claimant:	James Nelson, et al. (FCWUA)
Current Use:	Irrigation of 57.63 acres
Period of Use:	April 1 to October 15
Annual Quantity:	290.5 acre-feet
Instantaneous Quantity:	1.8 cubic feet per second
Priority Date:	June 1, 1881
Point of Diversion:	Sec. 30, Twp. 20 N., Range 18 E.
Place of Use:	Sec. 17, 20 & 21 Twp. 20 N., Range 18 E.

Big Creek
(Easton Subbasin)

Prior Claimant:	Earl E. & Valerie K. Gentry
Court Claim Number:	00755
Change Applications:	CS4-YRB02CC00755@2 (MPR) CS4-00755(A)CTCL (UGA)
Amended Applications:	
Current Use:	Irrigation of 81.5 acres
Period of Use:	May 1 to September 1
Annual Quantity:	393.0 acre-feet
Instantaneous Quantity:	1.53 cubic feet per second
Priority Date:	June 30, 1887
Point of Diversion:	Sec. 28, Twp. 20 N., Range 14 E.
Place of Use:	Sec. 28, Twp. 20 N., Range 14 E.

EXHIBIT H

Phasing of MPR and UGA Obligations

As per Paragraph 1.0, all of Trendwest's Obligations, unless otherwise specified in this Exhibit or elsewhere in this Agreement, shall become effective upon execution of this Agreement.

In Addition, Trendwest Obligations Triggered by Recording of First Final Plat for MPR Phase 1:

- Conveyance of conservation easements for New Open Space for MPR Phase 1 as shown on Binding Project Map (Paragraph 1.1)
- Trendwest contribution of \$150,000 to the Conservation Trust organized by RIDGE for preservation of off-site habitat and open space (Paragraph 1.7)
- Trendwest contribution of \$300,000 (payable as scheduled in Paragraph 1.12) to a trust fund for the promotion of Roslyn historic values
- Trendwest donation of \$344,000 to Roslyn for capital improvements (payable as scheduled in Paragraph 1.13)
- Acceleration of water payments under Cooperative Agreement (Paragraph 1.5.3.3)
- Donation of Trendwest's Section 17 Property (Paragraph 1.14)
- Location of pedestrian/bike trail and related buffers for Phase 1B as shown on Binding Project Map (Paragraph 1.3.2)
- Stormwater treatment system for portions of Bullfrog Road located within geomorphic floodplain (Paragraph 1.9.4)
- Encourage volunteerism maintenance of public recreation facilities (Paragraph 1.17)
- Timing of left-turn lane off of State Hwy 903 into MPR at Number 9 Mine Rd. begins (Paragraph 1.3.4.3)

In Addition Trendwest Obligations Triggered by Recording of First Final Plat for MPR Phase 2:

- Conveyance of conservation easements for New Open Space for MPR Phase 2 (including the recording of a conservation easement for the Stream "C" Corridor) as shown on Binding Project Map (Paragraphs 1.1 and 1.3.7)

In Addition Trendwest Obligations Triggered by Beginning Construction of New Bridge across Cle Elum River:

- Relocation of road in Domerie Creek Basin (Paragraph 1.3.6)

In Addition, Trendwest Obligations Triggered by Recording of First Final Plat for MPR Phase 3:

- New Open Space for MPR Phase 3 as shown on Binding Project Map (Paragraph 1.1)
- Relocation of road in Domerie Creek Basin (Paragraph 1.3.6)

In Addition, Trendwest Obligations Triggered by Recording of the First Final Plat for the UGA:

- New Open Space in the UGA per the Binding Project Map (Paragraph 1.1)
- Payment of \$150,000 to the Conservation Trust organized by RIDGE (Paragraph 1.7.3)
- Donation of Trendwest's Section 17 Property to Roslyn upon recording of first UGA plat if Trendwest terminates MPR Phase 1 (Paragraph 1.14)
- Trail connection with SR 903 to Bullfrog Bridge (Paragraph 1.15.5)

EXHIBIT I

[Map showing area boundaries for potential land acquisitions by Conservation Trust]

Exhibit I
Priority Lands



[illegible]

**FIRST AMENDMENT OF
SETTLEMENT AGREEMENT REGARDING
MOUNTAINSTAR MASTER PLANNED RESORT
CLE ELUM URBAN GROWTH AREA
AND
SUPPORTING INFRASTRUCTURE AND SERVICES**

Letter L-63

THIS First Amendment of Settlement Agreement Regarding MountainStar Master Planned Resort, Cle Elum Urban Growth Area and Supporting Infrastructure and Services ("First Amendment") is entered into this 14th day of March, 2003, by and between Trendwest Investments, Inc., a Washington corporation, Trendwest Properties, Inc., a Washington corporation, MountainStar Resort Resources, Inc., a Washington corporation (collectively, "Trendwest"), and RIDGE, a Washington non-profit corporation ("RIDGE").

A. WHEREAS, the parties entered into that certain "Settlement Agreement Regarding MountainStar Master Planned Resort, Cle Elum Urban Growth Area and Supporting Infrastructure and Services" on September 22, 2001 ("Settlement Agreement"); and

B. WHEREAS, the parties have discovered certain errors in the legal descriptions attached to the Settlement Agreement as Exhibit A and Exhibit B; and

C. WHEREAS, the Kittitas County Board of Commissioners has amended the MountainStar Master Planned Resort ("MPR") approval to remove certain small parcels from the MPR boundary for conveyance to third parties, which the parties agree shall no longer be subject to the Settlement Agreement; and

D. WHEREAS, as part of an informal dispute resolution process under the Settlement Agreement, Trendwest has agreed to accelerate the date for recording of a conservation easement protecting the Stream "C" Corridor.

NOW, THEREFORE, in consideration of mutual considerations contained herein, the parties hereby agree as follows:

1. Exhibit A and Exhibit B of the Settlement Agreement are amended to read as attached hereto and incorporated herein by reference.

2. The Binding Site Plan incorporated as Exhibit C of the Settlement Agreement is amended to show the parcels that have been removed from the MPR, as shown on Exhibit C attached hereto and incorporated herein by reference.

3. Section 1.3.7 of the Settlement Agreement shall be amended by substitution as follows:

Upon the recording of the first final plat for Phase 1 of the MPR, Trendwest shall record a conservation easement protecting the Stream "C" Corridor depicted on the Binding Project Map. The conservation easement shall be based upon the general terms, reservations and restrictions set forth below.

4. Exhibit H of the Settlement Agreement shall be amended by substitution as follows:

EXHIBIT H

Phasing of MPR and UGA Obligations

As per Paragraph 1.0, all of Trendwest's Obligations, unless otherwise specified in this Exhibit or elsewhere in this Agreement, shall become effective upon execution of this Agreement.

In Addition, Trendwest Obligations Triggered by Recording of First Final Plat for MPR Phase 1:

- Conveyance of conservation easements for New Open Space for MPR Phase 1 as shown on Binding Project Map (Paragraph 1.1) (including the recording of a conservation easement for the Stream "C" Corridor) as shown on Binding Project Map (Paragraphs 1.1 and 1.3.7)
- Trendwest contribution of \$150,000 to the Conservation Trust organized by RIDGE for preservation of off-site habitat and open space (Paragraph 1.7)
- Trendwest contribution of \$300,000 (payable as scheduled in Paragraph 1.12) to a trust fund for the promotion of Roslyn historic values
- Trendwest donation of \$344,000 to Roslyn for capital improvements (payable as scheduled in Paragraph 1.13)
- Acceleration of water payments under Cooperative Agreement (Paragraph 1.5.3.3)
- Donation of Trendwest's Section 17 Property (Paragraph 1.14)
- Location of pedestrian/bike trail and related buffers for Phase 1B as shown on Binding Project Map (Paragraph 1.3.2)
- Stormwater treatment system for portions of Bullfrog Road located within geomorphic floodplain (Paragraph 1.9.4)
- Encourage volunteerism maintenance of public recreation facilities (Paragraph 1.17)
- Timing of left-turn lane off of State Hwy 903 into MPR at Number 9 Mine Rd. begins (Paragraph 1.3.4.3)

In Addition Trendwest Obligations Triggered by Recording of First Final Plat for MPR Phase 2:

- Conveyance of conservation easements for New Open Space for MPR Phase 2

In Addition Trendwest Obligations Triggered by Beginning Construction of New Bridge across Cle Elum River:

- Relocation of road in Domerie Creek Basin (Paragraph 1.3.6)

In Addition, Trendwest Obligations Triggered by Recording of First Final Plat for MPR Phase 3:

- New Open Space for MPR Phase 3 as shown on Binding Project Map (Paragraph 1.1)
- Relocation of road in Domerie Creek Basin (Paragraph 1.3.6)

In Addition, Trendwest Obligations Triggered by Recording of the First Final Plat for the UGA:

- New Open Space in the UGA per the Binding Project Map (Paragraph 1.1)
Payment of \$150,000 to the Conservation Trust organized by RIDGE (Paragraph 1.7.3)
- Donation of Trendwest's Section 17 Property to Roslyn upon recording of first UGA plat if Trendwest terminates MPR Phase 1 (Paragraph 1.14)
- Trail connection with SR 903 to Bullfrog Bridge (Paragraph 1.15.5)

Signature pages attached

IN WITNESS WHEREOF, this Amendment has been entered into by and between Trendwest and RIDGE as of the day and year first above written.

TRENDWEST INVESTMENTS, INC., a Washington corporation

By: George C. Cockill
Its Vice Pres.

TRENDWEST PROPERTIES, INC., a Washington corporation

By: George C. Cockill
Its Vice Pres.

MOUNTAINSTAR RESORT RESOURCES, INC., a Washington corporation

By: George C. Cockill
Its Vice Pres.

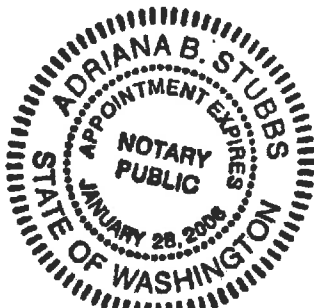
RIDGE, a Washington non-profit corporation

By: Douglas H. Kirkore
Its Registered Agent

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 George C. Cockill, to me known to be the Vice President of TRENDWEST INVESTMENTS, INC., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 17th day of March, 2003.



Adriana B. Stubbs

Printed Name: Adriana B. Stubbs
Notary Public in and for the State of Washington
My commission expires: 1/28/08

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 George C Cockill, to me known to be the Vice President of TRENDWEST PROPERTIES, INC., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 14th day of March, 2003.



Adriana B. Stubbs

Printed Name: Adriana B. Stubbs
Notary Public in and for the State of Washington
My commission expires: 1/28/08

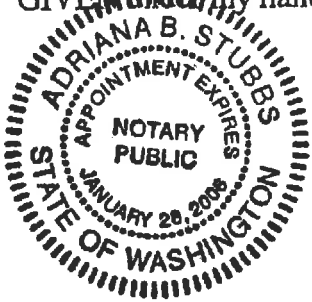
STATE OF WASHINGTON)

) 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 George C Cockill, to me known to be the Vice President of MOUNTAINSTAR RESORT RESOURCES, INC., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 14th March day of February, 2003.



Adriana B. Stubbs

Printed Name: Adriana B. Stubbs
Notary Public in and for the State of Washington
My commission expires: 1/28/06

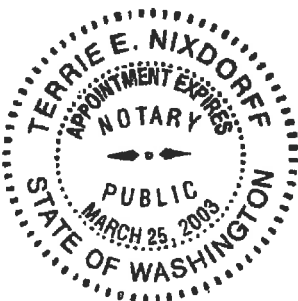
STATE OF WASHINGTON)

) ss.

County of Kittitas)

On this day personally appeared before me Douglas Kilgore, to me known to be the Registered Agent of RIDGE, a Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute said instrument.

GIVEN under my hand and official seal this 17th day of February 2003.



Terrie E. Nixdorff

Printed Name: Terrie E. Nixdorff
Notary Public in and for the State of Washington
My commission expires: 3/25/03

EXHIBIT A
MountainStar Master Planned Resort

PARCEL A:

Lots 1A, 2A, 3A, 4A, 2B, 3B, and 4B as described and or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582255 and filed in Book 21 of Surveys, Pages 44 and 45, Records of Kittitas County, State of Washington; being a portion of Section 11, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington;

AND

Lot B1 as described and/or delineated on that certain Survey as recorded September 18, 1996, in Book 22 of Surveys, Page 83, under Auditor's File No. 199609180020, records of Kittitas County, Washington; being a portion of the East Half of the Northwest Quarter and of the Northeast Quarter of the Northeast Quarter of Section 11, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

PARCEL B:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B and 4B, as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581730 and filed in Book 21 of Surveys, Pages 28, and 29, Records of Kittitas County, State of Washington; being a portion of Section 13, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL C:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B and 4B, as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581729 and filed in Book 21 of Surveys, Pages 26 and 27, Records of Kittitas County, State of Washington; being all of Section 14, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL D:

Lots 2 and 4 as described and/or delineated on the face of that certain Survey recorded July 11, 1995 under Auditor's File No. 583027 and filed in Book 21 of Surveys, Page 64, Records of Kittitas County, State of Washington; being a portion of Section 15, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL E:

Lots 1, 2, 3 and 4 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581725 and filed in Book 21 of Surveys, Page 19, Records of Kittitas County, State of Washington; being all of Section 23, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

EXCEPT that portion of Lot 3 of said Survey lying Southerly and Westerly of the Yakima River.

PARCEL F:

Lots 1A, 2A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581724 and filed in Book 21 of Surveys, Page 18, Records of Kittitas County, State of Washington; being a portion of Section 24, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL G:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B and 4B as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581723 and filed in Book 21 of Surveys, Page 17, Records of Kittitas County, State of Washington; being a portion of Section 25, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington.

PARCEL I:

Lots 1, 2, 3 and 4 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581728 and filed in Book 21 of Surveys, Page 25, Records of Kittitas County, State of Washington; being a portion of Section 18, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington

AND

All that portion of the East Half of the Southeast Quarter of Section 18, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington, lying Southerly of the following described line: Beginning at the Southeast Corner of said Section 18;

Thence N00°44'15"E, along the East line of said Section 1,155.00 feet and the true point of beginning of said line;

Thence N67°00'00"W, 1424.23 feet to the West line of said East Half of the Southeast Quarter and terminus of said line.

PARCEL J:

Lots 1A, 2A, 1B, 2B, 3B, 4B, 1C, 1D, 2D, 3D and 4D as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582254 and filed in Book 21 of Surveys, Pages 42 and 43, Records of Kittitas County, State of Washington; being a portion of Section 19, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

PARCEL K:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B, 4B, 1C, 2C, 1D, 2D, 3D, 1E, 2E, 3E, 1F, 2F, 1G and 2G as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581726 and filed in Book 21 of Surveys, Pages 20, 21 and 22 and as amended November 7, 1997 in Book 23 of Surveys, Pages 17, 18 and 19 under Auditor's File No. 199711070002, Records of Kittitas County, State of Washington; being a portion of Section 20, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

AND

That portion of Number Nine Mine Road vacated by Kittitas County per Auditors File Number 200102120001 Records of Kittitas County, State of Washington.

EXCEPTING THEREFROM:

1. That portion of Lot 3E per a Boundary Line Adjustment granted by a Quit Claim Deed recorded under Auditor's file number 200102120046, records of Kittitas County, Washington. More particularly described as follows:
A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 20, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington,
Commencing at the East Quarter corner of said Section 20;
Thence N14°30'W, 47 feet to the centerline of Number Nine Mine Road as described per N.W.I. description on Record of Survey #576240;
Thence S50°37'06"W along the centerline of said Number Nine Mine Road, 388.83 feet;
Thence N39°22'54"W, 30.00 feet to the Northwestern right-of-way of said Number Nine Mine Road, to an iron rod with LS cap stamped RFM 7172, said point being the southwesterly corner of the Browitt parcels as recorded in Volume 15, page 86, in surveys, and as recorded under Kittitas County Auditor's File No. 506262;
Thence N17°45'40"W along the westerly line of said Browitt parcel, 428.66 feet, to the Point of Beginning of this parcel;
Thence N63°26'57"W, 689.03 feet to the southerly property line of one John Butkovich;
Thence S85°32'48"E, 111.29 feet along the southerly line of said Butkovich property to an iron rod with LS cap stamped RFM 7172;
Thence S89°25'32"E, 396.42 feet to an iron rod with LS cap stamped RFM 7172, said iron rod being the southeasterly corner of said Butkovich property;
Thence continuing S89°25'32"E, 19.10 feet to the westerly line of a parcel recorded in Surveys Volume 19, page 227;
Thence S15°27'52"E, along the westerly line of said parcel, 110.38 feet to an iron rod with LS cap stamped RFM 7172, at the northwesterly corner of the aforementioned Browitt parcel;
Thence S17°45'40"E, 198.25 feet along said Browitt parcel to the Point of Beginning and terminus of this description.
2. That portion of the following described parcel lying within said Lot 2A:
Commencing at the Southwest corner of Section 17, Township 20 North, Range 15 East, W.M.;
Thence S89°13'59"E along the South line of said Section 17, a distance of 1517.19 feet to the Point of Beginning;
Thence leaving said section line, S00°46'01"W a distance of 34.69 feet;
Thence N89°31'41"E a distance of 132.49 feet;
Thence N84°28'06"E a distance of 191.37 feet;
Thence N88°10'22"E a distance of 239.19 feet, to said section line;
Thence along said section line N89°13'59"W a distance of 561.62 feet to the Point of Beginning.
3. That portion of the following described parcel lying within said Lot 3E:
Beginning at a rebar and cap that is illegible at the point of intersection of the South line of South Avenue, at its West end, with the boundary line of the Northwestern Improvement Company's South Addition to the City of Roslyn according to the plat thereafter filed in the office of the Auditor of said County, said point being 960.30 feet North and 662.69 feet West of the East quarter corner of said Section 20;
Thence S87°05'25"E, 20.04 feet to a rebar and cap that is illegible;
Thence S02°55'25"W, 123.15 feet to a rebar and cap stamped LS 30444;
Thence S17°46'48"E, 260.98 feet to a rebar and cap stamped LS 11715;
Thence S15°27'52"E, 64.73 feet to the Northeast corner of that Parcel granted by a Quit Claim Deed recorded under Auditor's file number 200102120046, records of Kittitas County, Washington;
Thence N89°25'32"W, 19.10 feet to a rebar and cap stamped RFM 7172;
Thence continuing N89°25'32"W, 396.42 feet to a rebar and cap stamped RFM 7172;
Thence N85°32'48"W, 181.39 feet to a rebar and cap stamped RFM 7172;
Thence N31°25'44"W, 233.64 feet to a rebar and cap stamped RFM 7172;
Thence N03°06'13"E, 121.68 feet;
Thence N19°48'40"W, 120.94 feet;

Thence N11°38'50"W, 89.29 feet;

Thence N10°27'10"E, 38.24 feet;

Thence S85°25'18"E, 263.56 feet to the Westerly line of Hoffinville;

Thence S02°53'21"W along said Westerly boundary of Hoffinville, 42.04 feet to a rebar and cap stamped RFM 7172 at the Northerly line of West South Avenue extended;

Thence S87°05'25"E along said extension of the North line of West South Avenue, 199.93 feet to a rebar and cap stamped LS 17670;

Thence S02°54'35"W, 49.80 feet to the Southwesterly corner of the parcel dedicated to the City of Roslyn per Short Plat #539246;

Thence S89°18'18"E, along said dedicated portion 196.15 feet to a point of the Westerly line at the End of the Platted West South Avenue;

Thence S02°54'35"W, 17.78 feet to the Point of Beginning.

4. That portion of Lot 2G as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581726 and filed in Book 21 of Surveys, Pages 20, 21 and 22 and as amended November 7, 1997 in Book 23 of Surveys, Pages 17, 18 and 19 under Auditor's File No. 199711070002, Records of Kittitas County, State of Washington; being a portion of Section 20, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington, lying within the following described parcel:

Commencing at the Quarter Section corner common to Section 20 and Section 21, Township 20 North, Range 15 East, W.M.; thence South 00°06'07" West along the section line, a distance of 48.18 feet more or less to the southwesterly margin of State Route 903 and the beginning of a 1323.00 foot radius, non-tangent curve to the left, whose radius point bears North 65°16'25" East; thence southeasterly along said southwesterly margin and arc, through a central angle of 05°31'13", and an arc distance of 127.47 feet to the TRUE POINT OF BEGINNING:

Thence South 50°37'06" West, a distance of 381.02 feet; thence South 20°33'36" East, a distance of 630.22 feet to a point that is 40.00 feet north, measured at right angles, of the centerline of the abandoned Burlington Northern Railroad right of way; thence North 86°35'29" East, parallel with said abandoned railroad right of way, a distance of 598.30 feet more or less to said southwesterly margin of State Route 903; thence North 33°28'40" West, along said southwesterly margin, a distance of 878.67 feet to the beginning of a 1323.00 foot radius curve to the right, whose radius point bears North 56°31'20" East; thence northwesterly along said southwesterly margin and arc, through a central angle of 03°13'52", and an arc distance of 74.61 feet to the True Point of Beginning.

PARCEL L:

Lot B2 as described and/or delineated on that certain Survey as recorded May 19, 1999 in Book 24 of Surveys, Page 73, under Auditor's File No. 199905190001, records of Kittitas County, Washington; being a portion of the West Half of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

AND EXCEPT that portion of Lot B2 as described and/or delineated on that certain Survey as recorded May 19, 1999 in Book 24 of Surveys, Page 73, under Auditor's File No. 199905190001, records of Kittitas County, Washington; being a portion of the West Half of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington, lying within the following described parcel:

Commencing at the Quarter Section corner common to Section 20 and Section 21, Township 20 North, Range 15 East, W.M.; thence South 00°06'07" West along the section line, a distance of 48.18 feet more or less to the southwesterly margin of State Route 903 and the beginning of a 1323.00 foot radius, non-tangent curve to the left,

whose radius point bears North 65°16'25" East; thence southeasterly along said southwesterly margin and arc, through a central angle of 05°31'13", and an arc distance of 127.47 feet to the **TRUE POINT OF BEGINNING**: Thence South 50°37'06" West, a distance of 381.02 feet; thence South 20°33'36" East, a distance of 630.22 feet to a point that is 40.00 feet north, measured at right angles, of the centerline of the abandoned Burlington Northern Railroad right of way; thence North 86°35'29" East, parallel with said abandoned railroad right of way, a distance of 598.30 feet more or less to said southwesterly margin of State Route 903; thence North 33°28'40" West, along said southwesterly margin, a distance of 878.67 feet to the beginning of a 1323.00 foot radius curve to the right, whose radius point bears North 56°31'20" East; thence northwesterly along said southwesterly margin and arc, through a central angle of 03°13'52", and an arc distance of 74.61 feet to the True Point of Beginning.

PARCEL N:

That portion of Lot 1A lying Northwesterly of the Northwest boundary of the County Road known as Bullfrog Road, as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's No. 581722 and filed in Book 21 of Surveys, Pages 14, 15 and 16, records of Kittitas County, State of Washington; being a portion of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

PARCEL O:

Lots 1A, 2A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581721 and filed in Book 21 of Surveys, Pages 12 and 13, Records of Kittitas County, State of Washington; being a portion of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

PARCEL P:

Lots 1A, 2A, 3A, 4A, 1B, 2B, 3B, 4B, 1C, 2C, 3C, 4C, 1D, 2D, 3D and 4D as described and/or delineated on the face that certain Survey recorded May 23, 1995 under Auditor's File No. 581720 and filed in Book 21 of Surveys, Pages 10 and 11, and as amended by that certain Amended Survey recorded October 11, 1996 under Auditor's File No. 199610110005 and filed in Book 22 of Surveys, Pages 96 and 97, Records of Kittitas County, State of Washington; being a portion of Section 30, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

PARCEL Q:

Lots 1 and 2 as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582256 and filed in Book 21 of Surveys, Pages 46 and 47, Records of Kittitas County, State of Washington; being a portion of the North Half of Section 31, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

AND EXCEPT: That portion of said Lots 1 and 2 conveyed to the State of Washington by deed dated February 25, 1999, recorded March 12, 1999 under Kittitas County Auditor's File No. 199903120019 described as follows:

All that portion of the hereinafter described Tract "A" lying southerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 432 + 00 on the LW Line Survey of SR 90, Easton to Cle Elum and 300 feet northerly therefrom;

Thence easterly parallel with said LW Line Survey to a point opposite HES 446 + 25;

Thence southerly to a point opposite said HES 446 + 25 and 110 feet northerly therefrom;

Thence easterly to a point opposite HES 450 + 00 on said LW Line Survey and 90 feet northerly therefrom Thence easterly parallel with said LW Line Survey to a point opposite HES 456 + 00 and the end of this line description.

TRACT "A"

Lots 1 and 2, as described and/or delineated on that certain survey recorded June 13, 1995 under Auditor's File No. 582256 in Book 21 of Surveys, pages 46 and 47, records of Kittitas County, State of Washington; being a portion of the North Half of Section 31, Township 20 North, Range 15 East, W.M., EXCEPT that portion of said Lot 2 lying within the Northeast Quarter of Section 31.

EXHIBIT B
Cle Elum UGA (12/11/02):

PARCEL L(2):

Lot B3 as described and/or delineated on that certain Survey as recorded May 19, 1999 in Book 24 of Surveys, Page 73, under Auditor's File No. 199905190001, records of Kittitas County, Washington; being a portion of the West Half of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

PARCEL M:

Lot 1 as described and/or delineated on that certain Survey as recorded May 23, 1995 in Book 21 of Surveys, Pages 6 and 7, under Auditor's File No. 581718, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 27, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington.

PARCEL N(2):

That portion of Lot 1A lying Southerly and Easterly of the Southerly and Easterly boundary of the County Road known as Bullfrog Road, and Lots 3A and 4A, all as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's No. 581722 and filed in Book 21 of Surveys, Pages 14, 15 and 16, records of Kittitas County, State of Washington; being a portion of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

AND

Lot 2A-2, as described and/or delineated on the face of that certain Survey recorded August 13, 1998, under Auditor's No. 199808130020 and filed in Book 23 of Surveys, Page 187, records of Kittitas County, State of Washington; being a portion of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

EXCEPT a parcel of land lying in the Northeast Quarter of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington, more particularly described as follows:

Commencing at the northeast corner of said Section 28;

Thence South 0°35'53" West, 1107.94 feet, along the East line of said Section 28 to the southwesterly right of way of State Route 903;

Thence North 61°39'20" West along said right of way, 339.18 feet to the Point of Beginning of this description;

Thence South 28°20'40" West, 699.06 feet to the beginning of a horizontal curve whose radius point bears North 61°39'20" West, 200.00 feet;

Thence southwesterly along the arc of said curve through a central angle of 89°59'08", 314.11 feet;

Thence North 61°40'12" West, 446.80 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

Thence North 73°08'36" East, 400.02 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

Thence North 16°51'23" West, 650.08 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

Thence North 73°08'44" East, 221.64 feet, to the southwesterly right of way of State Route 903, said point being south 73°08'44" West, 1.24 feet of a concrete monument with a brass cap stamped "PSPL PROP COR";

Thence South 61°39'20" East, 670.00 feet along said right of way to the Point of Beginning and the terminus of this description.

PARCEL O(2):

Lots 1B, 2B, 3B and 4B as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581721 and filed in Book 21 of Surveys, Pages 12 and 13, Records of Kittitas County, State of Washington; being a portion of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

PARCEL P(2):

Lots 1E and 1F as described and/or delineated on the face that certain Survey recorded May 23, 1995 under Auditor's File No. 581720 and filed in Book 21 of Surveys, Pages 10 and 11, and as amended by that certain Amended Survey recorded October 11, 1996 under Auditor's File No. 199610110005 and filed in Book 22 of Surveys, Pages 96 and 97, Records of Kittitas County, State of Washington; being a portion of Section 30, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

PARCEL Q(2):

Lots 3 and 4 as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582256 and filed in Book 21 of Surveys, Pages 46 and 47, Records of Kittitas County, State of Washington; being a portion of the North Half of Section 31, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

EXCEPT: That portion lying within the boundary of the County Road known as Bullfrog Road.

PARCEL R:

Lots 3A and 4A, as described and/or delineated on the face of that certain Survey recorded February 21, 1997, under Auditor's File No. 199702210003 and filed in Book 22 of Surveys, Page 178, records of Kittitas County, State of Washington; being a portion of the North Half of Section 32, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

AND

Lots 2A and 1C, as described and/or delineated on the face of that certain Survey recorded February 26, 2002, under Auditor's File No. 200202260030 and filed in Book 27 of Surveys, Page 91, records of Kittitas County, State of Washington; being a portion of the North Half of Section 32, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

The property now included in the UGA is described in the BLA between Peare and TW as a portion of Lot 2A, per the Boundary Line Adjustment filed under AFN 200202260030. The current Legal description contained in exhibit B includes that portion by referencing the filed Survey.

PARCEL S:

Lots 1A, as described and/or delineated on the face of that certain Survey recorded February 21, 1997, in Book 22 of Surveys, Page 177 under Auditor's File No. 199702210002, records of Kittitas County, State of Washington; being that portion of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 15 East, W.M., lying northwesterly of the northwesterly line of Primary State Highway No. 2 (I-90), in the County of Kittitas, State of Washington.

TAX PARCEL NUMBERS (12/11/2002):

20-14-11000-0007	20-14-11000-0008	20-14-11000-0009	20-14-11000-0010
20-14-11000-0005	20-14-11000-0013	20-14-11000-0006	20-14-11000-0014
20-14-11000-0004	20-14-11000-0015	20-14-11000-0003	20-14-11000-0012
20-14-13000-0001	20-14-13000-0007	20-14-13000-0002	20-14-13000-0008
20-14-13010-0002	20-14-13010-0004	20-14-13010-0003	20-14-13010-0005
20-14-13000-0003	20-14-13000-0009	20-14-13000-0004	20-14-13000-0010
20-14-13000-0005	20-14-13000-0011	20-14-13000-0006	20-14-14000-0001
20-14-14000-0009	20-14-14000-0002	20-14-14000-0010	20-14-14000-0003
20-14-14000-0011	20-14-14000-0004	20-14-14000-0012	20-14-14000-0005
20-14-14000-0013	20-14-14000-0006	20-14-14000-0014	20-14-14000-0007
20-14-14000-0008	20-14-15000-0002	20-14-15000-0005	20-14-15000-0004
20-14-15000-0006	20-14-23000-0001	20-14-23000-0006	20-14-23000-0002
20-14-23000-0007	20-14-23000-0003	20-14-23000-0004	20-14-23000-0008
20-14-24000-0002	20-14-24000-0001	20-14-24000-0005	20-14-24000-0003
20-14-24000-0006	20-14-24000-0004	20-14-24000-0007	20-14-25000-0001
20-14-25000-0009	20-14-25000-0006	20-14-25000-0013	20-14-25000-0007
20-14-25000-0014	20-14-25000-0008	20-14-25000-0002	20-14-25000-0003
20-14-25000-0010	20-14-25000-0004	20-14-25000-0011	20-14-25000-0005
20-14-25000-0012	20-15-18030-0002	20-15-18030-0008	20-15-18030-0003
20-15-18030-0009	20-15-18030-0004	20-15-18030-0010	20-15-18030-0005
20-15-18030-0011	20-15-18040-0005	20-15-18040-0011	20-15-18040-0012
20-15-19000-0005	20-15-19000-0004	20-15-19000-0001	20-15-19000-0012
20-15-19000-0006	20-15-19000-0014	20-15-19000-0007	20-15-19000-0015
20-15-19000-0008	20-15-19000-0016	20-15-19000-0002	20-15-19000-0011
20-15-19000-0017	20-15-19000-0009	20-15-19000-0010	20-15-19000-0003
20-15-19000-0013	20-15-20000-0010	20-15-20000-0015	20-15-20000-0011
20-15-20000-0016	20-15-20000-0012	20-15-20000-0001	20-15-20000-0004
20-15-20000-0002	20-15-20000-0007	20-15-20000-0008	20-15-20000-0009
20-15-20000-0003	20-15-20000-0013	20-15-20040-0003	20-15-20040-0005
20-15-20040-0008	20-15-20040-0012	20-15-20040-0009	20-15-20012-0001
20-15-20012-0002	20-15-20012-0003	20-15-20013-0001	20-15-20013-0002
20-15-20013-0003	20-15-20013-0004	20-15-20013-0005	20-15-20040-0004
20-15-20040-0006	20-15-20040-0013	20-15-20040-0010	20-15-20040-0002
20-15-20040-0011	20-15-20040-0007	20-15-21030-0022	20-15-21030-0046
20-15-21030-0045	20-15-21030-0044	20-15-28000-0005	20-15-28000-0015
20-15-29000-0001	20-15-29000-0009	20-15-29000-0002	20-15-29000-0004
20-15-30000-0002	20-15-30000-0006	20-15-30000-0016	20-15-30000-0008
20-15-30000-0011	20-15-30000-0007	20-15-30000-0017	20-15-30000-0009
20-15-30000-0018	20-15-30000-0010	20-15-30000-0019	20-15-30000-0012
20-15-30000-0001	20-15-30000-0003	20-15-30000-0013	20-15-30000-0004
20-15-30000-0014	20-15-30000-0005	20-15-30000-0015	20-15-30040-0001
20-15-30040-0003	20-15-30040-0004	20-15-30040-0008	20-15-30040-0005
20-15-30040-0009	20-15-31020-0003	20-15-31020-0002	20-15-21030-0041
20-15-27020-0016	20-15-28000-0012	20-15-28030-0001	20-15-28040-0005
20-15-29000-0005	20-15-29000-0006	20-15-29000-0007	20-15-29000-0008
20-15-30040-0006	20-15-30040-0007	20-15-30040-0010	20-15-31010-0002
20-15-31010-0003	20-15-31010-0001	20-15-32010-0001	20-15-32010-0002
20-15-32020-0009	20-15-32020-0011	20-15-30000-0020	20-15-32020-0012
20-15-32020-0007	20-15-32020-0010	20-15-33020-0006	

**SETTLEMENT AGREEMENT REGARDING
MOUNTAINSTAR MASTER PLANNED RESORT
CLE ELUM URBAN GROWTH AREA
AND
SUPPORTING INFRASTRUCTURE AND SERVICES**

This Settlement Agreement ("Agreement") is entered into this ____ day of September, 2001 by and between Trendwest Resorts, Inc. ("Trendwest Resorts"), an Oregon corporation registered to conduct business in the state of Washington, Trendwest Investments, Inc. ("Trendwest Investments"), a Washington corporation, Trendwest Properties, Inc. ("Trendwest Properties"), a Washington corporation, MountainStar Resort Resources, Inc., a Washington corporation, and RIDGE ("RIDGE"), a Washington non-profit corporation. Trendwest Resorts, Trendwest Investments, Trendwest Properties, and MountainStar Resort Resources, Inc. are sometimes collectively referred to herein as "Trendwest." Trendwest and RIDGE are sometimes collectively referred to herein as "the Parties."

RECITALS

A. WHEREAS Trendwest Investments is the owner of certain real property consisting of approximately 6,217 acres located within Kittitas County, Washington, which property is more particularly described in the legal description attached as EXHIBIT A and incorporated herein by reference, and which, as discussed in the Recitals below, is proposed for development by Trendwest Resorts as the MountainStar Master Planned Resort (the "MPR Property"). The MPR ("MountainStar" or "Resort") for purposes of this Agreement shall mean the Trendwest MountainStar properties (as shown in Exhibit "A" attached) or the MPR development as described in this Recital, or both, as the context shall determine. Trendwest Investments is a wholly owned subsidiary of Trendwest Resorts.

B. WHEREAS Trendwest Investments is also the owner of certain real property consisting of approximately 1,200 acres located within the City of Cle Elum's Urban Growth Area ("Cle Elum UGA") in Kittitas County, Washington, which property is more particularly described in the legal description attached as EXHIBIT B and incorporated herein by reference, and which, as discussed in the Recitals below, is proposed for development by Trendwest as part of Cle Elum's UGA. For purposes of this Agreement, "UGA" shall be defined as Trendwest's properties within the Cle Elum UGA. The MPR Property and the UGA are sometimes collectively referred to herein as the "Trendwest Property."

C. WHEREAS Trendwest Properties is pursuing development of the UGA property for urban development as part of Cle Elum's UGA ("Cle Elum UGA"). Cle Elum is presently preparing an Environmental Impact Statement ("EIS") pursuant to the State Environmental Policy Act ("SEPA"), ch. 43.21C RCW, regarding Trendwest's proposed Master Plan for the UGA. For the purposes of this Agreement, Master Plan for the UGA shall be defined as the Master Plan for the Trendwest Property in the Bullfrog

Subarea, the Development Standards for that property and the Development Agreement for that property, as approved by the City of Cle Elum. The Draft EIS for the Cle Elum UGA ("UGA DEIS") was published in March 2001. For purposes of this Agreement, the UGA EIS shall be defined as the UGA Final EIS and the UGA Draft EIS, and Supplemental EIS (SEIS) as incorporated into the UGA Final EIS as may be approved by the City of Cle Elum. The SEIS shall be defined as that document prepared by the Washington State Department of Ecology (Ecology) regarding Trendwest's Change Applications.

D. WHEREAS RIDGE is a community organization of long standing, based in Roslyn, Washington and incorporated in 1989, whose stated mission is "To educate the public regarding forestry and land practices in Upper Kittitas County; to be a voice for citizens on maintenance of a sustainable ecosystem and economy; to monitor and seek enforcement of the Growth Management Act and other environmental laws in Upper Kittitas County." RIDGE has since its inception maintained an active role in public processes related to the management and development of the lands now known as the MPR and UGA.

1. Whereas the lands upon which the MPR and UGA are located contain valuable natural resources and amenities which the people and creatures of Upper Kittitas County and others have, in the past enjoyed and that these lands are documented to be of value in providing connectivity of wildlife habitat north and south across I-90 between Alpine Lakes Wilderness and Mount Rainier and east and west between Cle Elum River Corridor and the Teanaway River Valley.

2. Whereas RIDGE has entered into this Settlement Agreement with the purpose of realizing environmental benefits that will support a sustainable ecosystem in Upper Kittitas County and the Yakima River watershed. RIDGE has sought to advance the overall goal of achieving environmental benefits. Terms of this Settlement Agreement pursue RIDGE goals that include the following: (a) Retain and improve in-stream flows on Yakima River and its tributaries for protection of salmon; (b) Establish and protect habitat corridors that enable and enhance connectivity north and south across I-90 between Alpine Lakes Wilderness and Mount Rainier and east and west between Cle Elum River Corridor and the Teanaway River Valley; (c) Establish and protect open space with public access in Upper Kittitas County and in the Cle Elum River Valley; (d) Manage timber and wildlife within protected open-space on sustainable basis; (e) Protect City of Roslyn watershed in Domerie Creek from encroachment; (f) protect City of Roslyn water right from impairment; (g) Conduct development according to the best available planning and environmental standards and practices; (h) Protect the water quality in Yakima and Cle Elum River from degradation that could result from resort development; and (i) Mitigate possible impacts of resort construction and operation to maintain existing levels of environmental quality in Upper Kittitas County.

3. Whereas RIDGE has long sought to realize a sustainable economy in Upper Kittitas County and has entered into this Settlement Agreement in order to advance that purpose. Terms of this Settlement Agreement pursue RIDGE goals that

include the following: (a) Limit the scale of Trendwest development in Upper Kittitas County so that such development may be in balance with existing communities; (b) Establish and support employment standards and civil rights for workers involved in the construction and operation of the MPR and UGA; (c) Increase local residents' opportunities for employment resulting from MPR and UGA development; and (d) Protect the City of Roslyn and other Upper County Communities from the possibility of negative fiscal impacts arising out of Trendwest's development of the MPR and UGA.

4. Whereas RIDGE has long supported the preservation of the historic character of Roslyn and other Upper Kittitas County communities. Terms of this Settlement Agreement pursue RIDGE goals that include the following: (a) Protect the historic character and forested perimeter of the Cities of Roslyn and Ronald; (b) Retain local historic assets and materials as a public trust; (c) Support efforts aimed at historic preservation of buildings and other historic features; (d) Maintain the rural character of Upper Kittitas County; and (e) Protect Upper Kittitas County communities from impacts of traffic resulting from MPR and UGA construction and operation.

E. WHEREAS in March 1997 Trendwest Resorts submitted an application to Kittitas County to develop the MPR Property pursuant to RCW 36.70A.360, and the Master Planned Resort Policies in Kittitas County's Comprehensive Plan (chapter 2.4), as the MountainStar Master Planned Resort, including, but not limited to, (i) golf courses and other on-site indoor and outdoor recreational amenities, (ii) conference centers, (iii) hotels, condominiums, time-share units, resort chalets and single-family residential residences (including vacation and second homes), (iv) equestrian facilities, (v) an interpretive center, and (vi) open space.

F. WHEREAS pursuant to SEPA Kittitas County prepared a Draft EIS and Final EIS analyzing the probable significant adverse impacts of Trendwest's proposed "Conceptual Master Plan" for MountainStar. For purposes of this Agreement the Conceptual Master Plan shall be the graphic representation of the MPR development approved by Kittitas County on October 10, 2000 as Exhibit "B" of the Development Agreement, and as may be amended under the terms of the MPR Development Agreement. Following Administrative Appeals the BOCC found that the EIS was legally adequate by adopting Resolutions No. 2000-79 and 2001-57. For purposes of this Agreement, MPR EIS shall be defined as the Final EIS and the Draft EIS as incorporated into the Final EIS found legally adequate by Kittitas County through adoption of Resolutions 2000-79 and 2001-57.

G. WHEREAS on October 4, 2000 the BOCC voted unanimously to approve the MPR Approvals, and on October 10, 2000 executed the MPR Approval Documents on behalf of Kittitas County. For purposes of this Agreement the Development Agreement shall be defined as a Development Agreement between Trendwest and Kittitas County regarding the development of MountainStar, which incorporates Ordinances No. 2000-12, 2000-13, 2000-14, 2000-15, 2000-17, MountainStar Resort Conceptual Master Plan and Additional Development Standards and Design Guidelines, all as referenced in the Development Agreement Exhibits.

H. WHEREAS on October 27, 2000 RIDGE filed a "Land Use Petition and Petition for Declaratory Judgment" in Yakima County Superior Court challenging the Development Agreement between Trendwest and the County for MountainStar, the Site-Specific Rezone, the MPR Development Permit, and the Planned Action Ordinance, as well as challenging the legal adequacy of the MPR EIS under SEPA for purposes of the County's adoption of those Ordinances. Yakima County Superior Court Judge Susan Hahn issued her "Memorandum Opinion re Appeal" on May 29, 2001 denying RIDGE's LUPA Petition in its entirety. RIDGE has filed a Notice of Appeal with the Court of Appeals, Division 3, seeking review of Judge Hahn's decision, which appeal is captioned RIDGE v. Kittitas County, et al., Court of Appeals Case No. 20318-2-III (the "LUPA Appeal").

I. WHEREAS on December 8, 2000 RIDGE filed a Petition for Review with the Eastern Washington Growth Management Hearings Board ("Eastern Board"), challenging the BOCC's compliance with the Growth Management Act ("GMA"), ch. 36.70A RCW, in adopting the MountainStar Subarea Plan and MPR Zoning District, and the County's compliance with SEPA related to the adoption of those ordinances. Following a hearing on the merits, the Eastern Board issued a Final Decision and Order on June 7, 2001 finding that the County complied with the GMA and SEPA in adopting the MountainStar Subarea Plan and MPR Zoning District, except to the extent the Eastern Board concluded that the County failed to "coordinate" the MountainStar Subarea Plan with the City of Roslyn's Comprehensive Plan. On June 8, 2001, Trendwest filed a Petition for Review in Kittitas County Superior Court seeking review of the Growth Board's determination that the County failed to "coordinate" with Roslyn's Comprehensive Plan, which appeal is captioned Trendwest Resorts, Inc., et al. v. Eastern Washington Growth Management Hearings Board, et al., Kittitas County Cause No. 01-2-00219-1. On July 5, 2001, RIDGE filed a Petition for Review in Thurston County Superior Court seeking review of the Growth Board's FDO, which appeal is captioned RIDGE v. Eastern Washington Growth Management Hearings Board, et al., Thurston County Superior Court Cause No. 01-2-01222-1. On July 6, 2001, Kittitas County filed a Petition for Review in Kittitas County Superior Court seeking review of the Growth Board's determination that the County failed to "coordinate" with Roslyn's Comprehensive Plan, which appeal is captioned Kittitas County v. Eastern Washington Growth Management Hearings Board, et al., Kittitas County Cause No. 01-2-0271-9 (the "County GMA Appeal"). Trendwest, RIDGE, and Kittitas County's respective appeals of the Growth Board's FDO are collectively referred to herein as the "GMA Appeal."

J. WHEREAS Trendwest is pursuing two water rights strategies for providing water supply to MountainStar. One strategy involves transfer of water rights acquired by Trendwest through the State water rights program. Change of use applications are currently pending before the Washington Department of Ecology ("Ecology") for water rights owned by Trendwest to allow those water rights to be used on the Trendwest Property (the "Change Applications"). The second strategy involves an Exchange Contract with the United States Bureau of Reclamation ("Reclamation"). Both water supply strategies are analyzed to an extent in the MPR EIS. The transfer of water

rights through approval of the Change Applications by Ecology is Trendwest's preferred water supply alternative. Ecology is presently in the process of preparing a Supplemental EIS for Trendwest's Change Applications. Trendwest intends that the Change Applications will also provide for water necessary for development of the UGA Property.

K. WHEREAS the Parties acknowledge various governmental agencies and Puget Sound Energy are planning infrastructure projects in the Upper County and that such projects will, in part, support development in the MPR and UGA, and that other infrastructure and services are necessary for the MPR and UGA. The following projects, facilities and services shall be referenced herein as the "Infrastructure and Services Supporting the MPR and UGA": Cle Elum water treatment plant, including its related intake, storage and conveyance systems; waste water treatment plant ("Waste Water Treatment Plant"), including its related conveyance and outfall systems; County and state road improvements; County improvements to or expansions of the Solid Waste Transfer Station and services; expansion of the Roslyn-Cle Elum School District facilities and services; expansion of Puget Sound Energy's electrical substation and natural gas lines; fire, police, hospital and emergency services communications facilities and services; and cable, fiber optic lines, and other telecommunications facilities and services. Such projects, facilities and services shall be referenced herein as the "Infrastructure and Services Supporting the MPR and UGA."

L. WHEREAS the purpose of this Agreement is to settle all past, and present claims and controversies, and to avoid future claims and controversies between the Parties to this Agreement regarding the MPR Approvals and Trendwest's development of MountainStar, as well as to settle all claims, counterclaims and controversies between the Parties asserted in the GMA Appeal and the LUPA Appeal, as well as to settle all past and present claims and controversies, and avoid future claims and controversies between the Parties regarding the Cle Elum UGA and the UGA Property, as well as to settle all past and present claims and controversies, and avoid future claims and controversies regarding the Infrastructure and Services Supporting the MPR and UGA.

M. WHEREAS the Parties recognize that this Agreement anticipates a long-term cooperative relationship between Trendwest and RIDGE, and the Parties agree that they will approach that relationship and their individual performances under this Agreement in good faith. Where additional agreements are contemplated or become necessary, the Parties will cooperatively pursue such further agreements or, if required, seek appropriate mediation in order to implement the letter, and spirit and intent of this Agreement.

AGREEMENT

NOW, WHEREAS, in consideration of the promises and mutual promises, covenants and undertakings herein, the Parties hereto have agreed and hereby agree as follows:

1.0 Trendwest's Obligations. Trendwest agrees to the following obligations (sometimes collectively referred to individually as a "Trendwest Obligation" or collectively as "Trendwest's Obligations"), which unless otherwise specified, below (including in Exhibit "H"), shall become effective upon the execution of this Agreement.

1.1 Reduction of MPR and Cle Elum UGA Footprints.

1.1.1 Trendwest will add approximately four hundred thirty-eight (438) acres of New Open Space to the MPR, as shown on the Binding Project Map attached hereto as EXHIBIT C and incorporated by reference, and will add approximately one hundred twelve (112) acres of New Open Space to the Cle Elum UGA as also shown on the Binding Project Map (collectively the "New Open Space"). Due to their irregular shape, the acreage for the New Open Space pursuant to this Paragraph may be defined geographically rather than by legal description. The exact delineation of the boundaries of New Open Space will be field adjusted by mutual agreement, and the acreage figures may be recalculated as necessary to reflect the area of New Open Space that is mapped. The New Open Space will be designated mutually by RIDGE and Trendwest prior to recording of the conservation easements called for under Paragraphs 1.1.2 (New Open Space) and 1.3.7 (Stream "C" Corridor), below, of this Agreement into one of the Open Space classifications as defined in EXHIBIT D attached hereto and incorporated by reference; provided, however, that the New Open Space for the Cle Elum UGA shall be designated as Managed Open Space pursuant to the definition thereof in EXHIBIT D. The Parties acknowledge that the New Open Space in the UGA will be designated Managed Open Space and that the Stream "C" Corridor will be managed and designated pursuant to the terms set forth in Paragraph 1.3.7, below. As to the designation of the remaining New Open Space within the boundaries of the MPR, it is the intent of the Parties that lands contiguous with the Cle Elum River Corridor (as defined in the Cooperative Agreement) will generally be designated as Natural Open Space. Lands that extend away from the Cle Elum River Corridor will generally be designated as Managed Open Space taking into account the following site-specific considerations that may condition the designations: habitat management; infrastructure placement; and recreational opportunities. Any of the New Open Space may, in whole or in part, become part of the MountainStar Conservation Trust ("MCT"), as established under the December 4, 2000 "Cooperative Agreement Between the Washington Department of Fish and Wildlife ("WDFW"), Yakama Nation and Trendwest Resorts, Inc." ("Cooperative Agreement"), and may be applied towards meeting Trendwest's requirements for providing Open Space under the Cooperative Agreement.

1.1.2 The New Open Space will be conveyed by a conservation easement(s) to the MCT or another mutually agreed upon entity. The conservation easement(s) shall be perpetual and irrevocable but may be subject to re-conveyance to Trendwest in the event of a prohibited RIDGE Legal Challenge or a Third-Party Legal Challenge pursuant to Paragraph 3.0, below, or in the event of termination of this Agreement pursuant to Paragraph 4.0, below. The conservation easement(s) shall be consistent with the applicable definitions for the various classes of Open Space set forth in EXHIBIT D. The Binding Project Map delineates the boundaries of Phases 1, 2 and 3

of the MPR, and the UGA. A conservation easement for the New Open Space contained within each respective phase of the MPR will be conveyed upon the recording of the first final plat for that phase (e.g. the New Open Space within the boundaries of Phase 1 will be conveyed upon the recording of the first final plat for Phase 1). The New Open Space within the UGA will be conveyed upon the recording of the first final plat for the UGA. RIDGE will have the right to approve the form of the conservation easement(s) conveyed for compliance with the terms and purposes of this Agreement, which approval cannot be unreasonably withheld.

The first final plat in the UGA or any phase of the MPR shall, for purposes of this Agreement, be defined as the first final plat recorded within that phase or the UGA, or the issuance of building permit or a certificate of occupancy for any hotel, shopping center or condominium or recreational vehicle park located within that phase or within the UGA, whichever should occur first, even if such hotel, shopping center, condominium or recreational vehicle park is not separately platted.

1.2 Reduction of MPR Units.

1.2.1 The Parties recognize that the Development Agreement and MPR Permit approved by the County for the MPR authorize Trendwest to develop 4,650 Master Planned Resort Accommodation Units (as that term is defined in Section 2.0 of the MPR Development Agreement), also referred to in this document as "Units" or "Accommodation Units." Trendwest agrees to reduce the number of Units for the MPR as follows:

Type of Unit	County Approved	Settlement Terms	Reduction	%
Single Family Lots	3250	2695	555	17
Condominiums	850	790	60	7
Hotel Units*	550	300	250	45
Totals	4650	3785	865	18.6

*If Hotel Units are subject to a condominium declaration, such Units may, for purposes of this Agreement, still be considered "Hotel Units" rather than "Condominiums."

The Parties have agreed to limit the maximum number of Units to 3,785 Units, and agreed upon a maximum number of Units per phase of MPR development as indicated on the Binding Project Map. The maximum number of Units per MPR phase shall be as follows: Phase 1 = 1,700 Units; Phase 2 = 1,400 Units; and Phase 3 = 1,400 Units. Trendwest is bound by the overall cap (3,785 Units) established under this Agreement and recognizes that it will not be able to develop one or more of the MPR phases to the maximum number of Units set forth above.

1.2.2 The Parties further acknowledge that under the MPR Development Agreement Trendwest had, prior to execution of this Agreement, the right to seek modifications to the Conceptual Master Plan approved by the County for the

MPR, which amendments may include increasing the density or number of Units for the MPR above the 4,650 Master Planned Resort Accommodation Units authorized by the County. In agreeing to reduce the number of MPR Units to 3,785 Master Planned Resort Accommodation Units, Trendwest agrees not to seek any approvals from the County for greater than 3,785 Units. Trendwest will request, consistent with Paragraph 2.0, below, that the County modify the MPR Development Agreement and/or MPR Permit to reflect the reduction of Units consistent with this Paragraph, and agrees to be bound by the reduction of Units set forth in this Paragraph in the event the County declines to approve the requested modifications to the MPR Development Agreement and/or MPR Permit relating to the number of Units.

1.2.3 The Parties acknowledge and agree that while Trendwest has agreed through this Agreement to provide New Open Space as provided in Paragraph 1.1, above, and to reduce the number of MPR Units as set forth in this Paragraph, and to all the other Trendwest Obligations under this Agreement, Trendwest otherwise retains complete control regarding the configuration and design of the MPR and UGA, including but not limited to, the timing of MPR and UGA development, the size of building footprints, lots sizes, and building sizes, as restricted only by the Applicable Law in the MPR Development Agreement, the MPR Permit and Conditions of Approval, any applicable provisions of this Agreement, any development agreement and/or permit approved by Cle Elum for the UGA, and any other legal or contractual requirements.

1.3 **Binding Project Map for the MPR and UGA.** Trendwest agrees to the following changes to the Conceptual Master Plan for the MPR approved by the County, and to the proposed master plan for the UGA to be approved by Cle Elum.

1.3.1 Trendwest agrees to the Binding Project Map for the MPR and UGA as shown in EXHIBIT C. The Binding Project Map reflects Trendwest's commitment to the designation and location of New Open Space for the MPR, which shall be designated by the Parties pursuant to Paragraph 1.1.1, above, as "Natural," "Managed" and "Perimeter Buffer" Open Spaces as defined in EXHIBIT D, and New Open Space for the UGA (to be designated as Managed Open Space). The Binding Project Map is binding with regard to the following: the identification of New Open Space as described in Paragraph 1.1, above; the delineation of the MPR phase boundaries for Phases 1, 2 and 3, and the developable areas for the MPR and the UGA; the maximum Unit caps for the MPR and each phase thereof as described in Paragraph 1.2, above; the location of MPR hotel sites as described in Paragraph 1.3.3, below; the limitation on a Cle Elum River bridge crossing in the Stream "C" Corridor as described in Paragraph 1.3.5, below; the trail alignment between Number 9 Mine Road and Stream "C" as described in Paragraph 1.3.2, below; the preferred new bridge crossing across the Cle Elum River in the vicinity of the Old Winston Bridge, as described in Paragraph 1.3.5, below; the road alignment from Phase 2 to Phase 3 as described in Paragraph 1.3.6, below; the primary MPR access road off of Bullfrog Road, the secondary access road off of SR 903 at Number 9 Mine Road, and the proposed construction/maintenance entrance at the former "Gun Club Road" location, all as described in Paragraphs 1.3.4.2 and 1.3.4.4, below; location of the proposed secondary MPR entrance to Phase 2 as described

in Paragraph 1.3.4.2, below; the boundaries of the Stream "C" Corridor as described in Paragraph 1.3.7, below; and the current delineation of the Bullfrog Pond wetland and its associated buffers as discussed in Paragraph 1.9.4, below. All other information contained on the Binding Project Map is for information purposes only and shall not be binding under this Agreement. Trendwest agrees that General Site Plans, Site Development Plans and subdivision applications for the MPR, and development proposals for the UGA, will be consistent with the Binding Project Map, and that the total number of Units in developed areas will not exceed 3,785 Master Planned Resort Accommodation Units consistent with Paragraph 1.2, above, and will incorporate the Unit number caps for each phase as shown on the Binding Project Map.

1.3.2 Trendwest agrees to locate the pedestrian/bike trail proposed for MPR Phase 1B in the road right-of-way from Number 9 Mine Road to the reservoir access road as shown on the Binding Project Map. West of the reservoir access road the pedestrian/bike trail will leave the right-of-way and follow behind the back lot lines (Lots 381-395 as identified on the date of this Agreement) until intersecting the Stream "C" open space. There shall be no trails constructed elsewhere in the buffers adjacent to the City of Roslyn between Number 9 Mine Road and Stream "C."

1.3.3 Trendwest commits to the hotel sites identified on the Binding Project Map, and no others. The Parties understand and agree that the hotel sites shown as "bubbles" on the Binding Project Map are general areas in which the hotels may be located and that the exact locations of the hotel sites within the "bubbles" will be determined by Trendwest.

1.3.4 Trendwest agrees that:

1.3.4.1 Condition B-44 of Kittitas County Ordinance 2000-15 MPR Permit Conditions of Approval for the MPR will apply to the Number 9 Mine Road;

1.3.4.2 The primary motor vehicle access to the MPR shall be off of Bullfrog Road. Trendwest will propose one secondary motor vehicle access at the Number 9 Mine Road. Trendwest will propose one secondary motor vehicle access road off of Bullfrog Road to serve the developable land between the Cle Elum River and the forty percent (40%) slope in Phase 1. Trendwest will propose only one (1) secondary motor vehicle access to MPR Phase 1 and Phase 2 from north of Ronald (as shown on the Binding Project Map). Trendwest will propose only one motor vehicle access to Phase 3 from Bullfrog Road. Such limitations and decisions on motor vehicle access are subject to agency approval. In the area described in this Paragraph, Trendwest shall actively oppose any motor vehicle access to the MPR other than emergency motor vehicle access and motor vehicle access described in this paragraph, 1.3.4.2. Trendwest will meet condition C-13 of MPR Development Agreement (Conditions of Approval). Trendwest agrees that neither it nor its contractors shall use Horvat Road for construction traffic.

1.3.4.3 In the event Number 9 Mine Road is developed as an unrestricted secondary access road, Trendwest shall, subject to appropriate agency review and approval, install a left turn lane from SR 903 onto Number 9 Mine Road in Year 4 after the recording of the first final plat for the MPR. If the Number 9 Mine Road is developed as an unrestricted secondary access road but Trendwest, due to County or agency action, is unable to or prevented from installing the left turn lane, Paragraph 2.0 shall apply to arrive at a functional equivalent.

1.3.4.4 Trendwest shall propose to Kittitas County a construction entrance at the former "Gun Club Road." After completion of construction, this entrance would be used during MPR operation only for employees, maintenance and emergency services, but shall not be used as an entrance for MPR guests and residents.

1.3.5 Trendwest will not propose a bridge location across the Cle Elum River in the Stream "C" Corridor area as shown on the Binding Project Map. Trendwest is unable to commit to the location of road and utility corridors between Phases 1 and 2 due to uncertainty regarding easement acquisitions. Trendwest will propose, advocate and actively support a new bridge crossing only at the old Winston Bridge site. RIDGE agrees to actively support agency approval of a new bridge crossing at the Winston Bridge site. The Parties recognize that decisions regarding the bridge locations are subject to Yakama Nation and WDFW, and other agency, review, and Trendwest must comply with any agency decisions. Subject to agency approval, the "old" Bullfrog Bridge may be used only for utilities, trails, and maintenance/emergency vehicle access.

1.3.6 In order to maximize the effectiveness of the wildlife corridor in the Dornier Creek basin, Trendwest will relocate the road as shown on the Binding Project Map at the time construction begins on the bridge crossing the Cle Elum. An underground utility corridor will cross this same general area to serve Phase 3 of MPR development.

1.3.7 Upon the recording of the first final plat for Phase 2 of the MPR, Trendwest shall record a conservation easement protecting the Stream "C" Corridor depicted on the Binding Project Map. The conservation easement shall be based upon the general terms, reservations and restrictions set forth below.

1.3.7.1 Nature of Easement. The easement shall be a perpetual and irrevocable recording on the property, dedicating the property to (i) habitat and (ii) passive recreation purposes that will have minimal adverse impact on habitat; provided, however, that the conservation easement may be subject to reconveyance in the event of a prohibited RIDGE Legal Challenge or a Third-Party Legal Challenge as set forth in Paragraph 3.0, below, or in the event of termination of this Agreement under Paragraph 4.0, below.

1.3.7.2 Ownership. The fee title to the land shall remain in the ownership of Trendwest or its assigns. The easement shall be conveyed to the MCT or another mutually agreed upon entity.

1.3.7.3 Public Access. Kittitas County residents shall have equal access to the Stream "C" Corridor along with MountainStar Resort guests and residents. The Recreational User Statute (RCW 4.24.200, 4.24.210) shall apply to the use of the Stream "C" Corridor by any non-guest or non-resident of the MPR.

1.3.7.4 Management. Trendwest at its expense will manage this easement as part of the MountainStar Resort, providing appropriate security and maintenance.

1.3.7.5 Habitat Restoration. Trendwest will work with RIDGE, WDFW, the Yakama Nation, MountainStar residents and guests, and others interested in habitat restoration of this land, to develop a stewardship plan for this purpose. This effort shall be strictly voluntary, and shall not obligate Trendwest to any financial commitment for this purpose. Final decisions on a stewardship plan shall, subject to any required agency approval, be made by Trendwest but shall be consistent with the purposes of this Agreement.

1.3.7.6 Open Space Classification. Prior to conveyance of the conservation easement, this land shall generally be managed as Natural Open Space (as defined in EXHIBIT D attached hereto) subject to the restrictions and reservations set forth below to be included in the easement, with the exception that certain management protocols and activities as identified in the land stewardship plan for the Corridor will be necessary for habitat restoration that would not occur in Natural Open Space, such as the Cle Elum River corridor.

1.3.7.7 Restrictions. The easement will include a specific list of deed restrictions that constrain the use of the Stream "C" Corridor to protect habitat and recreation values of the Corridor. These restrictions will prohibit the following:

(1) Structures, except those necessary for the operation of MPR infrastructure, such as utilities and storm drainage (but not structures for water storage); and those that are appropriate to the purposes of the easement, such as casual recreation structures (e.g. picnic or rest areas, outlooks or exhibits)

(2) Motorized vehicles or equipment, except for maintenance and security vehicles in the Corridor, and except for those vehicles using the main MPR access road connecting Phase 1 and Phase 2.

(3) Overnight camping.

(4) Fires.

- (5) Trails, except for one (1) trail as designated in the land stewardship plan for the area.
- (6) Removal of live vegetation, except for the purposes identified in the land stewardship plan for the area.
- (7) Impervious surfaces, except on the primary MPR access road.
- (8) Mining or gravel extraction.
- (9) Removal of dead or downed wood except for purposes of fire protection, public health and safety in conjunction with the land stewardship plan.
- (10) Off-leash domestic pets.
- (11) Stereos and radios audible to others beyond ten (10) feet) from the person with the stereo or radio.

1.3.7.8 Reservations. The conservation easement will reserve for Trendwest all rights accruing from its ownership of the land that are not restricted under the easement, and are not otherwise inconsistent with the purposes of the easement, including, but not limited to:

- (1) The right to manage this area in accordance with the land stewardship plan for this area and the MPR Permit Conditions of Approval in a manner that is consistent with the purposes of this easement.
- (2) The right to build structures necessary for the operation of the MPR infrastructure, such as utilities and storm drainage (but not water storage).
- (3) The right to build and maintain one (1) main hard surfaced road and associated utility corridor connecting Phase 1 and Phase 2 of the MPR and designated in the land stewardship plan for the area. The right to build and maintain one (1) trail within the Stream "C" Corridor.

1.3.7.9 Permitted Uses. The use of the Stream C Corridor will be reserved for MPR owners, guests, and Kittitas County residents for the uses listed below.

- (1) Hiking on designated trails.
- (2) Mountain biking.

- (3) Cross-country skiing.
- (4) Picnicking.
- (5) Mushroom hunting.
- (6) Fishing, subject to appropriate regulation.

The general public may be granted more limited access rights.

1.4 New Uses. Trendwest agrees not to seek or accept approval for, or amendments to, the MountainStar Conceptual Master Plan to allow any of the following described uses on the MPR Property: (i) recreational and entertainment uses that are not integrated into the MPR, and that are designed and sized larger than necessary to serve MPR residents and their guests, lodging guests, and prospective purchasers/renters of MPR Units, including, but not limited to: an amphitheater larger than that analyzed in the MPR EIS; mechanized vehicle race tracks; permanent amusement parks, excluding amusement activities in the MPR Resort Center; water slide parks; stadiums; equestrian facilities larger than those analyzed in the MPR EIS; and casinos; (ii) trailer parks and recreational vehicle parks larger than those analyzed in the MPR EIS, provided that sewage from any permitted park is conveyed to the treatment facility that serves the MPR and that individual trailer and recreational vehicle spaces are considered Units for purposes of this Agreement, but not excluding storage for MPR guests and residents; and (iii) uses that are not typically associated with a master planned resort including industrial parks; shopping centers that exceed in size and scope the retail uses allowed by the current MPR Approvals and the current County MPR Policies; and jails, except for any holding facility(ies) or similar facility(ies) that may be required by local law enforcement agencies. This Paragraph 1.4 is to be construed in the event of ambiguity consistent with Paragraph 21.0, below, and shall not be construed in favor of one Party or the other.

1.5 Water Supply. Trendwest agrees to the following terms regarding water supply:

1.5.1 Water Rights Processing. Trendwest is seeking expedited processing of the Change Applications. RIDGE agrees to prepare and submit a letter to Ecology during the public comment period for the SEIS supporting the expedited processing of the Change Applications and explaining the environmental benefits associated with this Agreement.

1.5.2 Reuse. It is Trendwest's position that consumptive uses associated with the use of reclaimed wastewater may represent an increase of consumptive use over the consumptive use related to the water rights transferred under the Change Applications. Trendwest agrees to provide appropriate mitigation, as determined by Ecology, for increases in the consumptive use of water resulting from use of reclaimed wastewater by Trendwest.

1.5.3 Water Demand.

1.5.3.1 Trendwest will reduce Master Planned Resort Accommodation Units in the MPR as described in Paragraph 1.2 of this Agreement, thereby reducing the consumptive use demand.

1.5.3.2 Trendwest will reduce the UGA golf course irrigated area from one hundred ninety (190) acres to ninety (90) acres. Trendwest will not propose any alternate project to a golf course that would *divert* more than 288.5 acre feet per year. This represents a reduction in diversion demand from the 403 acre feet per year analyzed (alternative 3) in the Site Engineering section of the UGA DEIS of 114.5 acre feet per year. This saved water may be used to maintain artificial lake circulation and will be directed to an infiltration facility. Total diversion quantity will be measured by metering. Trendwest agrees not to increase treated water diversion above the four hundred and fifty-two (452) acre feet per year identified in the UGA DEIS Alternative 3, as a result of such alternative project.

1.5.3.3 Trendwest will accelerate the purchase or transfer of water rights for in stream flows under the Yakama Nation/WDFW Cooperative Agreement. Instead of providing Twenty Five Thousand Dollars (\$25,000.00) of water rights each year over a twelve (12) year period, Trendwest will commit to providing Fifty Thousand Dollars (\$50,000.00) of water rights per year for six (6) years.

1.5.3.4 Trendwest will agree not to seek water rights or diversions from Domerie Creek.

1.5.3.5 Trendwest agrees not to divert water from the Cle Elum River when stream flows are at or below levels recommended by the Bureau of Reclamation, Yakima Field Office, in consultation with the System Operations Advisory Committee (SOAC) or three hundred cubic feet per second, whichever is less, or from locations that would adversely affect wetlands or other aquatic resources, including salmonid habitat, as determined by the appropriate regulatory agencies.

1.5.3.6 Trendwest will propose, advocate and actively support locating Cle Elum's municipal water intake on the Cle Elum River at a location having no adverse impacts on the Bullfrog Pond wetlands.

1.5.3.7 Trendwest will negotiate an agreement with the City of Roslyn that will provide Roslyn with an additional water right to provide for growth in the Roslyn-Cle Elum School District resulting from the MPR and the UGA. The Parties agree that the quantity of the additional water right will be based for the first five (5) years upon modeling used in the UGA EIS to measure such impacts, and thereafter shall be adjusted based upon actual impacts as determined by monitoring as required in the MPR Development Agreement and the UGA Master Plan. In the event the City of Roslyn and Trendwest have not executed the agreement described in this

Paragraph 1.5.3.7 prior to the recording of the first final plat of the MPR or UGA, the negotiation shall be remanded to RIDGE and Trendwest, and the provisions of Paragraph 17.0 shall apply to arrive at a functional equivalent to this provision.

1.5.3.8 Trendwest will negotiate an agreement with the City of Roslyn that will provide Roslyn with an additional water right to mitigate for increased water demands on Roslyn resulting from induced off-site development within Roslyn. The Parties agree that the quantity of the additional water right will be based for the first five (5) years upon modeling used in the UGA EIS to measure such impacts, and thereafter shall be adjusted based upon actual impacts as determined by monitoring as required in the MPR Development Agreement and UGA Master Plan. In the event the City of Roslyn and Trendwest have not executed the agreement described in this Paragraph 1.5.3.8 prior to the recording of the first final plat of the MPR or UGA, the negotiation shall be remanded to RIDGE and Trendwest, and the provisions of Paragraph 17.0 shall apply to arrive at a functional equivalent to this provision.

1.5.3.9 To the extent not already mitigated under the terms of the Cooperative Agreement or through other agreements which Trendwest may enter into regarding the use of Trendwest water, Trendwest agrees to provide additional mitigation for induced off-site housing impacts, which may include the transfer of water rights to Ecology's Yakima River Trust Water Program or such other mitigation agreed to by Trendwest and the appropriate regulatory agency, to mitigate for consumptive uses of water associated with induced off-site housing outside Roslyn's service area. The Parties agree that the quantity of the additional water right will be based for the first five (5) years upon modeling used in the UGA EIS to measure such impacts, and thereafter shall be adjusted based upon actual impacts as determined by monitoring as required in the MPR Development Agreement and UGA Master Plan. If the appropriate regulatory agency does not agree to measure impacts in this manner, Paragraph 17.0 shall apply to arrive at a functional equivalent to this provision.

1.5.3.10 Trendwest agrees not to transfer water rights to, or provide water service for, lands within the area identified in Paragraph 1.7 (Preservation of Off-Site Habitat and Open Space), below.

1.5.3.11 Trendwest will provide mitigation as determined by the appropriate regulatory agencies for impacts from the change in seasonality of water rights proposed for transfer by Trendwest.

1.5.4 Water Quality.

1.5.4.1 Trendwest will agree to monitor selected water quality parameters at selected baseline measuring stations as identified in Paragraph 1.5.4.2, below. If this monitoring demonstrates a degradation of these parameters between the two (2) monitoring locations identified in Paragraph 1.5.4.2 resulting from MPR and UGA development and operation, Trendwest will take corrective action to comply with all standards in the Washington Water Quality Standards (WAC 173-201a).

1.5.4.2 Trendwest has collected baseline surface water quality data from a number of monitoring locations on-site as part of its MountainStar EIS analysis. Ecology selected the surface water quality parameters used in the MountainStar EIS analysis. Trendwest will continue collecting and analyzing data described in the MountainStar EIS at two (2) locations where baseline data was previously collected. Specifically, data collection shall continue at Cle Elum River mile 1 (located on the Cle Elum River just north of Interstate 90) and at Cle Elum River mile 7 (located near the City of Cle Elum's current diversion, where the Cle Elum River enters the Trendwest Property).

1.5.4.3 The data collection specified in Paragraph 1.5.4.2, above, shall continue on a quarterly (i.e. seasonal) basis for a twenty (20) year period beginning with the recording of the first final plat for the MPR. Trendwest will make this monitoring data and any baseline information available to the public.

1.5.5 Water Conservation. Trendwest Agrees to:

1.5.5.1 meet or, to the extent determined by Trendwest, exceed applicable federal, state and local water conservation guidelines;

1.5.5.2 install and maintain water meters for all individual residential units and develop and implement a leak detection program for the MPR;

1.5.5.3 undertake water audits every six (6) years (consistent with water system planning requirements) to determine overall MPR water usage and make results available to the Cities of Cle Elum and Roslyn, and the Town of South Cle Elum; and

1.5.5.4 landscape plans should include drought-tolerant plantings at all public facilities, including golf courses.

1.5.5.5 utilize computerized irrigation controls and high efficiency irrigation technology for golf courses as described in Trendwest's Golf Course Management Plan.

1.5.6 Big Creek.

1.5.6.1 Trendwest will provide funding for upstream passage improvements at the Big Creek diversion as outlined in the WDFW proposal for Big Creek in an amount of Sixty Thousand Dollars (\$60,000.00); provided, however, that in lieu of a financial payment, Trendwest may substitute construction support as mutually agreed upon by Trendwest, RIDGE and WDFW. Upstream passage improvements include those intended to contribute to the restoration of fish runs in Big Creek. In the event these improvements cannot be pursued, the Parties may agree to substitute other identifiable measures to enhance tributary aquatic resources. Funds

and/or construction support will be disbursed as mutually agreed by the Parties and WDFW.

1.5.6.2 In consideration for RIDGE's waiver of appeal rights regarding future proposed water rights transfer applications, agreements or contracts as set forth in Paragraph 3.3.3.2, below, Trendwest will contribute Sixty Thousand Dollars (\$60,000) for performance-based enhancements on Big Creek as outlined in the WDFW proposal for Big Creek; provided, however, that in lieu of a financial payment, Trendwest may substitute construction support as mutually agreed upon by Trendwest, RIDGE and WDFW. Performance-based enhancements are those intended to contribute to the restoration of fish runs in Big Creek. In the event these improvements cannot be pursued, the Parties may agree to substitute other identifiable measures to enhance tributary aquatic resources. Funds and/or construction support will be dispersed as mutually agreed by the Parties and WDFW.

1.6 Reduction of Vesting Provisions. Trendwest agrees as follows regarding the vested rights for Trendwest's development of the MPR and Trendwest's development of the UGA Property. These provisions, consistent with the provisions of Paragraph 2.0, below, shall be controlling in the event of any conflict with the Development Agreement for the MPR, or the development agreement to be adopted by Cle Elum for the UGA Property:

1.6.1 MPR. The Parties acknowledge that the MPR Development Agreement (Sections 4.1(a), (c) and (f)) between Trendwest and the County establishes vested rights for a period of thirty (30) years. Trendwest agrees to reduce the vesting period for the MPR from thirty (30) years to twenty (20) years for all of the Applicable Law (as defined in Section 4.1(c) of the Development Agreement), except for the County's Critical Areas Ordinance (Exhibit I to the Development Agreement). For the Critical Areas Ordinance, Trendwest agrees to reduce the vesting period from thirty (30) to fifteen (15) years.

1.6.2 Cle Elum UGA. The Parties acknowledge that Trendwest anticipates entering into a development agreement with the City of Cle Elum pursuant to RCW 36.70B.170 through -.210. The development agreement will relate to Trendwest Properties' proposed development of the UGA Property. Trendwest agrees not to request, support or accept a vesting provision that exceeds fifteen (15) years for any development agreement entered into with Cle Elum regarding the UGA Property. In the event the term of any development agreement with Cle Elum regarding the UGA Property is extended beyond fifteen (15) years, Trendwest agrees not to request, support or accept any vested rights in such an extension that are inconsistent with this Agreement.

1.6.3 Trendwest agrees not to request, support or accept any amendment to the following vesting and no-conflicting enactment provisions of the MPR Development Agreement that would expand Trendwest's Vested Rights under that Agreement: Section 4.1(a) (Vested Rights); Section 4.1(c) (Applicable Law); Section 4.1(f) (No Conflicting Enactments); provided, however, the Parties recognize that this

does not preclude Trendwest or the County applying statutes, rules or regulations adopted after the effective date of the MPR Development Agreement. Trendwest further agrees not to request, support or accept any amendments to the same or equivalent provisions included in the initial development agreement entered into with Cle Elum for the UGA.

1.7 Preservation of Off-Site Habitat and Open Space.

1.7.1 Trendwest will contribute One Hundred Fifty Thousand Dollars (\$150,000.00) to a land conservation trust ("Conservation Trust") to be established by RIDGE (outlined in Paragraph 1.7.2, below). RIDGE and Trendwest will work together for the acquisition of lands, property interests, options or development rights (other than lands the City of Roslyn may seek to acquire in Section 17 of Township 20 North, Range 15 East, W.M.) to preserve in perpetuity forested lands adjacent to Roslyn and Cle Elum for open space and public recreation area, and to provide habitat connectivity between Easton Ridge, the Domerie Creek watershed, and the Teanaway watershed. The Conservation Trust retains authority to make final decisions on acquisitions taking into account the advice and recommendations of the advisory group as set forth in Paragraph 1.7.2, below.

1.7.2 An advisory group composed of RIDGE, Trendwest, other MCT participants, and the Cities of Cle Elum and Roslyn, subject to their agreement to participate, will advise and make recommendations to the Conservation Trust with respect to the acquisition of lands, property interests, options or development rights within the area described in Paragraph 1.7.2.1, below. The conceptual work plan for this advisory group shall include the following:

1.7.2.1 Prioritize lands for acquisition within the area shown on the map attached hereto as EXHIBIT I and incorporated by this reference. The advisory group shall consider the following factors, among others, in prioritizing potential acquisitions: biology, funders' priorities, and recreation/public access. Identify objectives and agenda towards potential acquisitions.

1.7.2.2 Identify funders and their protocols, structures, etc. Collect studies from different organizations. Conduct meetings with potential funders.

1.7.2.3 Formulate acquisition plan based on coordination of funders/supporters and Conservation Trust goals.

1.7.2.4 Raise funds, acquire lands/development rights.

1.7.3 Within sixty (60) days of the execution of this Agreement, RIDGE will establish the Conservation Trust, and Trendwest and RIDGE will begin work on formulation of the advisory group and the work plan outlined in Paragraph 1.7.2, above. Trendwest will contribute the above-specified \$150,000.00 to the Conservation Trust organized by RIDGE upon the recording of the first final plat for the MPR or the UGA, whichever is sooner. The \$150,000.00 contributed by Trendwest shall be used for

no purpose other than the acquisition of lands, property interests, options or development rights for lands within the area shown on EXHIBIT I.

1.7.4 In order to enable RIDGE to establish the Conservation Trust pursuant to this Paragraph, and to provide resources needed to arrange, plan, appraise and otherwise organize the purposes of the Conservation Trust, Trendwest agrees to make two contributions to the Conservation Trust each in the amount of Twenty Five Thousand Dollars (\$25,000.00). The first of these contributions will be made within sixty (60) days of the execution of this Agreement, and the second contribution will be made on or before April 22, 2002. The Conservation Trust will provide Trendwest with a budget and final report of the planned expenditures (by category) for the initial contributions made pursuant to this Paragraph. In addition to these contributions, Trendwest may offer RIDGE in-kind support to facilitate establishment of the Conservation Trust.

1.8 **Employment Practices and Standards.** Trendwest agrees as follows with regard to employment practices and standards associated with development of the MPR and the Cle Elum UGA.

1.8.1 Trendwest will promulgate and enforce, and require its contractors and each tier of subcontractors to promulgate and enforce, a policy of non-discrimination concerning a potential employee or contractor's union status and/or RIDGE affiliation.

1.8.2 Trendwest will advertise and give written notice at libraries and post offices in Easton, Cle Elum, South Cle Elum, Ronald and Roslyn, and recruit locally (Kittitas County), to fill opportunities for contracting and employment, and will prefer local applicants provided they are qualified, available, and competitive in terms of pricing.

1.8.3 In the event that a group of Trendwest employees should seek union representation, Trendwest will not engage in "captive audience" meetings with employees concerning unionization, and will refrain from conducting "one-on-one" meetings with employees intended to pressure employees not to seek unionization.

1.8.4 Apprenticeship Opportunities and Coordination between Trendwest and the Cle Elum/Roslyn High School ("High School"). Trendwest will coordinate with the Cle Elum/Roslyn Vocational Program and the Washington State Apprenticeship Council ("WSAC") to integrate vocational opportunities throughout the construction and operation of the MPR and UGA into the programs, subject to the approval of the Cle Elum/Roslyn School District.

(a) The work plan of this program shall be integrated into the High School's "Pathways to Preparedness" program, and shall be an extension of this program's Industrial Occupations Path and the High School's "School to Work

Program" or similar programs mutually agreed upon by the Parties in the event the current programs are terminated.

(b) Students will have classroom time, supplied by the High School's staff.

(c) Classroom time on the model of "Running Start" college programs will be utilized in order to support the curriculum required for the WAC program.

(d) The "Community Resource Training Program" (credit for unpaid time spent "job shadowing") may be utilized to expose students in their junior year to a trade they are pursuing.

(e) The Diversified Occupations Release Program will be utilized to place students in paid positions offering on-the-job training for high school credit. Attached hereto as EXHIBIT E and incorporated by this reference is information summarizing the programs discussed in this Paragraph.

These programs shall be focused on the building trades and other occupations associated with MPR and UGA construction and operation.

1.8.5 Trendwest and its contractors will pay its construction and operation workers according to prevailing wage standards for Kittitas County as established by the Washington Department of Labor and Industries.

1.8.6 Trendwest will encourage its contractors and each tier of sub-contractors to provide health and welfare benefits. It is understood by the Parties that in some cases this action might not be feasible for small contractors with short-term employees. It is further understood by the Parties that employer contributions toward health and welfare benefits are included with wages or salaries to meet the prevailing wage standards.

1.8.7 Trendwest agrees to continue its practice of providing medical benefits to all Trendwest employees who work thirty (30) or more hours per week.

1.9 Storm Water Management. Trendwest agrees as follows with regard to storm water management for the MPR and the Cle Elum UGA.

1.9.1 MPR. Trendwest will comply with standards detailed in the Final Draft 2001 Washington Department of Ecology Storm Water Management Manual for Western Washington prepared by Ecology, or as it might be amended by Ecology for application in Eastern Washington ("Manual").

1.9.2 *Cle Elum UGA.* Trendwest agrees that its development in the Cle Elum UGA will be designed to urban standards as defined in the Manual defined in Paragraph 1.9.1, above.

1.9.3 Trendwest will obtain a National Pollutant Discharge Effluent Standard ("NPDES") permits for construction of all phases of the MPR and the UGA.

1.9.4 To provide protection for the Bullfrog Pond (depicted on the Binding Project Map) from potential storm water contamination, Trendwest agrees to construct a storm water treatment system using the "Stormfilter System"® or equivalent on the sections of the Bullfrog Road within the geomorphic flood plain east of the Cle Elum River.

1.10 Protection of the Domerie Creek Watershed. The Parties recognize the importance of protecting the Domerie Creek Watershed, which provides the sole water supply for the City of Roslyn. The Domerie Creek Watershed is depicted on the map attached hereto as EXHIBIT F, which is incorporated by this reference. Accordingly, Trendwest agrees to take the following steps in order to facilitate protection of the Domerie Creek Watershed:

1.10.1 Trendwest will retain the parts of the Domerie Creek Watershed (EXHIBIT F) located in Section 11, 14 and 15 of Township 20 North, Range 15 East, W.M. of the Trendwest Property in an undeveloped Natural Open Space state (as defined in EXHIBIT D), except for an access road (as shown on EXHIBIT C) and its bridge (over Domerie Creek). The related utility corridor and trail shall be located by mutual agreement of the Parties within the sections named in this Paragraph 1.10.1.

1.10.2 Except as provided in Paragraph 1.10.1, above, and except for roads required for emergency access and/or access easements providing other property owners access across the Trendwest Property, Trendwest will terminate existing trails and roads that access the Domerie Creek Watershed at the Trendwest Property line in Sections 11 and 15 of Township 20 North, Range 15 East, W.M.

1.10.3 Trendwest will conduct an on-going educational effort for MPR guests, residents and employees to inform them of the protection and no-use policies in the City of Roslyn's watershed, including posting signs as necessary.

1.10.4 Trendwest and RIDGE will work in partnership on efforts to enhance the quality of the habitat in the Domerie Creek Watershed; provided, however, any Trendwest expense in this regard shall be at the discretion of Trendwest.

**1.11 Clarification of MPR and UGA Development Agreements
Regarding Proof of Water Availability.**

1.11.1 In the MPR and the UGA, the only building permits for buildings that require potable water that may be issued without proof of permanent potable water are for model homes, sales offices and construction offices. Certificates of water availability issued by purveyors subject to conditions shall not be deemed a lack of permanent potable water. These model homes, sales offices and construction offices shall not be occupied as residences until such time as they are connected to sewer systems and water supply systems. Consistent with Paragraph 2.0, below, Trendwest agrees to abide by this provision regardless of whether or not the County approves an amendment to Section 5.1(j) of the MPR Development Agreement, and regardless of whether or not Cle Elum incorporates language consistent with this Paragraph into any development agreement for the Cle Elum UGA.

1.11.2 Trendwest will not construct underground utilities or pave roads on the MPR or UGA in areas where water rights have not been transferred except for facilities associated with the Cle Elum water treatment plant, such as water supply and transmission lines and reservoirs.

1.12 Promotion of Historical Values of Roslyn. Trendwest will donate the sum of Three Hundred Thousand Dollars (\$300,000.00) to a trust fund to promote the understanding and preservation of local history, including the influence of various cultures. This shall be done by funding projects including, but not limited to, the restoration of historic buildings and sites, the development of video and oral histories, the collection and preservation of artifacts and documents, the development of exhibits, and the coordination of efforts between entities dedicated to the afore-mentioned purposes. Two Hundred Thousand Dollars (\$200,000.00) of this amount will be donated upon the recording of Trendwest's first final plat for the MPR. The remaining \$100,00.00 will be donated in two Fifty Thousand Dollar (\$50,000.00) payments to be made on the second and third anniversaries of the first recorded plat for the MPR. A four (4) member Board of Trustees shall administer this fund. Trendwest shall appoint two (2) Trustees, and RIDGE shall appoint two (2) Trustees. The Trustees will solicit proposals for projects to be undertaken in Upper Kittitas County and will fund those projects that meet with their approval. All of the actions of the Trustees must be approved by a majority of its members. All projects funded by this trust shall be in keeping with, and shall be historically accurate to, Upper Kittitas County before 1950. In the event that the Trustees have not allocated all of the \$300,000.00 within four (4) years of its receipt of the first \$200,000.00 donation, the unallocated balance inclusive of interest shall be donated to the Northern Kittitas County Historical Society ("NKCHS"). The NKCHS, if it should receive these funds, shall be required to use or allocate these funds for the purposes described at the beginning of this Paragraph. The NKCHS shall be required to allocate all funds within two (2) years of its receipt of the donation. If at this point any remaining funds have not been allocated, such funds shall be returned to Trendwest to be spent for the original intent.

1.13 Enhancement of Roslyn. Trendwest agrees to donate to the City of Roslyn the sum of Three Hundred Forty-Four Thousand Dollars (\$344,000.00) at the rate of Eighty Six Thousand Dollars (\$86,000.00) per year for four (4) years with the first payment to be made by Trendwest upon the first anniversary of the recording of the first final plat for the MPR. These funds shall be utilized by Roslyn for capital improvements. The improvements to be funded shall be selected by the City of Roslyn based on the results of a survey or poll of Roslyn citizens and business owners. Trendwest and RIDGE shall mutually determine the content and methodology for such a survey or poll, and the analysis and interpretation of the results. The cost of such polling or survey shall be borne by Trendwest and shall not be deducted from the \$344,000.00 total.

1.14 Roslyn Cemetery Buffering. The Parties recognize that Trendwest owns certain real property located within the Roslyn corporate limits and immediately adjacent to the Roslyn cemetery in Section 17 of Township 20 North, Range 15 East, W.M. ("Trendwest's Section 17 Property"), but outside the boundaries of the MPR, which property is more particularly depicted in the aerial photograph attached hereto as EXHIBIT J and incorporated by reference. As soon as it should become available and prior to the conveyance of Trendwest's Section 17 Property, Trendwest shall provide RIDGE with the legal description of Trendwest's Section 17 Property. Upon the recording of the first final plat for the MPR, Trendwest agrees to donate Trendwest's Section 17 Property to the City of Roslyn in order to provide additional buffer between MPR development and the cemetery. Prior to conveying Trendwest's Section 17 Property to Roslyn, Trendwest shall execute a conservation easement(s) that precludes residential and commercial use of Trendwest's Section 17 Property. Upon conveyance to Roslyn, Trendwest's Section 17 Property shall be dedicated to provide open space and buffer and shall not be developed for residential or commercial uses; provided, however, that Parcel B of Trendwest's Section 17 Property, as shown on EXHIBIT J, immediately adjacent to the Roslyn Cemetery may be made available for future cemetery expansion twelve (12) years following the recording of the first final plat for the MPR. Trendwest agrees that it will not sell Trendwest's Section 17 Property to any buyer other than the City of Roslyn prior to the recording of the first final plat for the MPR. In the event the MPR Development Agreement and MPR Permit are terminated prior to the recording of the first final plat for the MPR, Trendwest will convey Trendwest's Section 17 Property to the City of Roslyn upon the recording of the first final plat for the UGA.

1.15 Construction and Operation Impacts. Trendwest agrees to the following in order to mitigate construction and operation impacts related to Trendwest's development of the MPR and the UGA Property:

1.15.1 Trendwest will prohibit the burning of debris from individual lot clearing by contractors and lot owners. This prohibition shall also apply to any maintenance activities on individual lots.

1.15.2 Land clearing debris shall be disposed of by the following methods, with priority given to non-burning methods:

(a) As determined by Trendwest, wood debris of appropriate size shall be made available as fire wood for use in common areas of the MPR and for appropriate off-site users.

(b) Chipping of land clearing debris for use as mulch for trails and landscaping on-site, and/or made available for off-site use.

(c) Haul of land clearing debris off-site for use as pulp, or other allowable use.

(d) Pile and abandon some of the forest residue to provide for wildlife habitat.

(e) Burning.

1.15.3 Trendwest shall use the International Dark Sky Association ("IDA") Zone EI standards for the MPR and UGA. The IDA Zone EI standards are recommended for "Areas with intrinsically dark landscapes. Examples are national parks, areas of outstanding natural beauty, areas surrounding major astronomical observatories, or residential areas where inhabitants have expressed a strong desire that all light trespass be strictly limited." Trendwest shall incorporate the standards described in this Paragraph 1.15.3 in its MPR and UGA Design Guidelines and/or Covenants, Conditions and Restrictions.

1.15.4 Construction work hours for the MPR and UGA construction shall be from 7:00 a.m. until 7:00 p.m. Monday through Saturday. Work on Sundays will be on an emergency basis only. Equipment servicing and maintenance times will be unrestricted.

1.15.5 A path shall be constructed by Trendwest in the Cle Elum UGA to connect the SR 903 trail to the Bullfrog Road Bridge.

1.15.6 Trendwest will include SR 903 west of Roslyn and before Horvat Road in the traffic monitoring plan for the MPR and UGA.

1.15.7 Except for emergency work, no person shall, on or within five hundred (500) feet of any noise-sensitive property, operate or cause to be operated any equipment used in construction, repair, alteration, excavation, grading or demolition work on buildings, structures, streets, alleys or appurtenances thereto:

(a) with sound-control devices less effective than those provided on the original equipment; and

(b) with noise levels exceeding:

(i) 80 dB during any calendar day for more than three (3) consecutive or non-consecutive calendar days in a three hundred sixty five (365) day period. Noise determination tests shall be for at least ten (10) minutes, with any four (4) tests in consecutive or non-consecutive clock hours above the 80 dB level constituting an exceedance for that day; or

(ii) 90 dB during any clock hour for more than four (4) consecutive or non-consecutive clock hours. Tests shall be for at least ten (10) minutes, with any single test above the 90 dB level constituting an exceedance for that hour; or

(c) A noise sensitive property shall mean any non-Trendwest Property outside the MPR. The location for sound level measurements shall be on any receiving noise-sensitive property outside the MPR, provided that each test is taken from the same property, and the provisions in this section shall apply to that specific test location.

1.16 Path from UGA to SR 903. Trendwest and RIDGE shall work with the Cities of Roslyn and Cle Elum, Kittitas County, and the Washington State Department of Transportation ("WSDOT") to create a non-motorized path along the SR 903 corridor from Roslyn to the Cle Elum/Roslyn schools and the future site of the proposed community center. RIDGE and Trendwest will begin this work as soon as this Agreement is executed by the Parties by jointly initiating a collective meeting of the above-mentioned parties.

1.17 Maintenance of Public Recreation Facilities. Trendwest agrees to engage in cooperative efforts with public agencies and others to assist in the maintenance of public recreation facilities in Upper Kittitas County. To facilitate those efforts, Trendwest will encourage MPR staff and guests to volunteer in the maintenance of public recreation facilities in Upper Kittitas County. This provision does not create a financial or staffing obligation by Trendwest unless agreed to by Trendwest.

1.18 Roslyn Cemeteries. Trendwest will not promote the Roslyn Cemeteries in its materials or communications. Trendwest will not operate bus tours to the Roslyn Cemeteries.

1.19 Public Access. Trendwest shall comply with MPR Permit Conditions of Approval C-12, B-31, B-32, B-34, B-40 and B-41 with regard to public access. All Cle Elum River access shall be offered on an equal basis to all Kittitas County residents, and MPR and UGA residents and guests. The Recreational User Statute (RCW 4.24.200, 4.24.210) shall apply to the use of all Cle Elum River access by any non-guest or non-resident of the MPR or UGA.

1.20 Golf Courses.

1.20.1 In the event Trendwest should propose golf courses other than the two (2) golf courses already sited in Phase 1 of the MPR, the Trendwest Golf Course Management Plan, with advisory input from RIDGE, shall be revised to incorporate best management practices for golf course management that minimize use of chemicals and emphasize water conservation.

1.20.2 Trendwest will use electric (instead of gas) carts on all MPR and Cle Elum UGA golf courses. Trendwest may allow golfers to walk or use pull carts.

1.21 Construction of Paragraph 1.0. The Parties recognized that a fundamental and material condition to RIDGE's willingness to execute this Agreement and make the commitments specified herein, including among other things the waiver of appeals rights as set forth in Paragraph 3.0, is Trendwest's commitments to the Obligations set forth in Paragraph 1.0 of this Agreement. Accordingly, Paragraph 1.0 (with the exception of Paragraph 1.4), particularly Paragraphs 1.1 and 1.3.7 (New Open Space and the Stream "C" Corridor), Paragraph 1.19 (Cle Elum River access), Paragraph 1.5 (Water Supply), and Paragraph 1.9 (Storm Water Management), shall be broadly construed to protect RIDGE.

2.0 Amendments to MPR Approvals to Reflect Trendwest's Obligations.

2.1 The Parties recognize that certain of Trendwest's Obligations set forth in Paragraph 1.0, above, warrant modifications to the MPR Development Agreement and/or MPR Permit as previously approved by the County. Trendwest's Obligations in Paragraph 1.0, above, that warrant such modification include, but are not necessarily limited to: Paragraph 1.1 (Reduction of MountainStar Footprint); Paragraph 1.2 (Reduction of MountainStar Units); Paragraph 1.3 (Binding Project Map for the MPR); Paragraph 1.6 (Reduction of Vesting Periods/Provisions); Paragraph 1.9 (Storm Water Management); Paragraph 1.11 (Clarification of MPR and UGA Development Agreements Regarding Proof of Water Availability); and Paragraph 1.15.3 (IDA Zone E1 standards). The Parties may mutually agree that other Trendwest Obligations also warrant modification to the Development Agreement and/or MPR Permit. At least one hundred twenty days (120) prior to submission of the first preliminary plat application for the MPR, Trendwest agrees to submit a request to the Kittitas County Board of County Commissioners ("BOCC") to modify the MPR Development Agreement and/or MPR Permit to reflect Trendwest's Obligations. The Parties acknowledge that the BOCC retains discretion whether to approve any amendments to the MPR Development Agreement and/or MPR Permit. The BOCC's failure to approve any amendments requested by Trendwest shall not constitute a breach of this Agreement by Trendwest. This Agreement shall remain in full force and effect if the BOCC declines to amend the MPR Development Agreement and/or MPR Permit to reflect certain Trendwest Obligations under this Agreement.

2.2 Trendwest will comply with the requirements of this Agreement regardless of the BOCC's response (or lack thereof) to Trendwest's request for a conforming amendment. Except as otherwise provided in Paragraph 2.3, below, Trendwest shall comply with the Trendwest Obligations under this Agreement regardless of different terms or provisions in the MPR Development Agreement and MPR Conditions of Approval.

2.3 In the event that Trendwest's compliance with the MPR Development Agreement or MPR Conditions of Approval would compel a breach of one or more of its Obligations under this Agreement, or compliance with this Agreement would compel a breach of the MPR Development Agreement and/or MPR Conditions of Approval, and the County refuses to amend the MPR Development Agreement to remove or modify the conflicting provision from the MPR Development Agreement or MPR Conditions of Approval, then Trendwest shall comply with the provision of the MPR Development Agreement or MPR Conditions of Approval and the conflicting provision in this Agreement will be deemed invalid and the provisions of Paragraph 17.0 (Severability/Non-Severability), below, will be applied for the purpose of developing a functionally equivalent obligation to substitute for the invalid provision.

3.0 Dismissal of Pending Litigation; RIDGE's Waiver of Appeal Rights; Protections from Third-Party Legal Challenges. The Parties agree as follows:

3.1 Definitions.

3.1.1 "Legal Challenge." A "Legal Challenge" shall generally include any administrative appeals or judicial actions challenging an agency permit or agency approval related to MountainStar and/or the Cle Elum UGA development, whether brought against Trendwest, the County, Cle Elum, a State agency, or other service providers (as defined in Paragraph 3.1.3, below), including, but not limited to: planning decisions related to the MPR and UGA, water rights, Infrastructure and Services Supporting the MPR and UGA (as defined in Paragraph 3.1.3, below), and Subsequent Actions for the MPR as that term is defined in Section 4.1(e) of the Development Agreement between Trendwest and Kittitas County. A "Legal Challenge" does not include: (i) an administrative appeal or judicial action challenging an agency action or agency permit approving a transfer by Trendwest of any of its water rights to a Third-Party for use outside the MPR or UGA; and (ii) an action to enforce the terms of this Agreement pursuant to Paragraph 5.4, below.

3.1.2 "Third-Party." A "Third-Party" hereunder shall mean any organization, group, entity or person, other than RIDGE, the RIDGE related parties listed in paragraph 3.5.1, Trendwest, an owner of a real property interest within the MPR or UGA, the owner and/or operator of any MPR or UGA facilities (e.g. hotels, golf courses or other on-site MPR recreational amenities), or the owner and/or operator of any business located within the MPR or UGA.

3.1.3 "Infrastructure and Services Supporting the MPR and UGA." The Parties acknowledge various governmental agencies and Puget Sound Energy are planning infrastructure projects in the Upper County and that such projects will, in part, support development in the MPR and UGA, and that other infrastructure and services are necessary for the MPR and UGA. The following projects, facilities and services shall be referenced herein as the "Infrastructure and Services Supporting the MPR and UGA": Cle Elum water treatment plant, including its related intake, storage and conveyance systems; waste water treatment plant ("Waste Water Treatment Plant"), including its related conveyance and outfall systems; County and state road improvements; County improvements to or expansions of the Solid Waste Transfer Station and services; expansion of the Roslyn-Cle Elum School District facilities and services; expansion of Puget Sound Energy's electrical substation and natural gas lines; fire, police, hospital and emergency services communications facilities and services; and cable, fiber optic lines, and other telecommunications facilities and services. Such projects, facilities and services shall be referenced herein as the "Infrastructure and Services Supporting the MPR and UGA."

3.2 Dismissal of Pending Legal Challenges.

3.2.1 The Parties recognize that appeals regarding the GMA Appeal have been filed by Trendwest and Kittitas County in Kittitas County Superior Court, and by RIDGE in Thurston County Superior Court, and that RIDGE has sought review of the LUPA Appeal by the Court of Appeals, Division 3. Within seven (7) days after the full execution of this Agreement by the Parties, the Parties agree to dismiss with prejudice their respective appeals in the GMA Appeal and the LUPA Appeal.

3.2.2 The Parties further agree to seek jointly to persuade Kittitas County to dismiss its GMA Appeal, but also agree that dismissal of the Kittitas County appeal is not fundamental or necessary for this Agreement or its implementation. The Parties agree that if the County GMA Appeal is not dismissed, any RIDGE participation in that GMA Appeal and related appeal proceedings (including future judicial appellate proceedings or administrative proceedings related to any GMA statement of compliance prepared by the County) shall not be considered a RIDGE Legal Challenge that is prohibited by this Paragraph; provided, however, this exception to prohibited Legal Challenges applies only to the extent the County GMA Appeal issues are limited, as presently, to "coordination" and "consistency" between the County and Roslyn under RCW 36.70A.100. Trendwest agrees to continue discussions with Roslyn notwithstanding the fact the County GMA Appeal alleges that no further County "coordination" with Roslyn is required by the GMA.

3.3 Waiver of Future Appeal Rights. RIDGE hereby agrees to waive its future appeal rights as follows:

3.3.1 MPR.

3.3.1.1 RIDGE agrees not to bring, or to aid or abet any Third-Party to bring, any Legal Challenge relating to the MPR. RIDGE's waiver of appeal rights relating to the MPR shall include (i) any Subsequent Action (as defined in Section 4.1(e) of the Development Agreement), regardless of whether such Subsequent Action was analyzed in the MPR EIS, (ii) the construction of one new bridge crossing across the Cle Elum River, and the use of the old Bullfrog Bridge (according to Paragraph 1.3.5 of this Agreement), (iii) a third golf course (subject to the terms of Paragraph 1.20, above), and (iv) any request to modify the Conceptual Master Plan approved by the County consistent with the processes for such modifications set forth in Section 5 of the MPR Development Agreement and consistent with this Agreement. Trendwest agrees that any Subsequent Action must be consistent with the terms and conditions set forth in this Agreement. Trendwest further agrees, as provided elsewhere herein, not to seek or accept any modifications or amendments to the MPR Development Agreement or MPR Permit and Conditions of Approval that are inconsistent with the terms and conditions of this Agreement. Any alleged breach of the Trendwest commitments contained in this Paragraph must be addressed by RIDGE through the dispute resolution process set forth in Paragraph 5.0, below.

3.3.1.2 In further consideration for RIDGE's agreement to waive Legal Challenges, and in conjunction with the dispute prevention provisions set forth in Paragraph 5.0 of this Agreement, Trendwest agrees to conduct regular meetings with RIDGE. Such meetings shall start within sixty (60) days from the execution of this Agreement and occur quarterly until RIDGE and Trendwest mutually agree to less frequent meetings, but at least once a year during construction. Either Party may call for a meeting with reasonable written notice. The purpose of these meetings is to establish an open and collaborative process by which Trendwest will solicit comments from RIDGE regarding Trendwest's upcoming applications for General Site Plans, Site Development Plans, subdivisions, Subsequent Actions, and/or requests to modify the Conceptual Master Plan before such applications are submitted to the County for approval. Trendwest will consult with RIDGE regarding issues raised in any RIDGE comments submitted on the proposed applications. This process is not intended to be exclusive; Trendwest and RIDGE may include others in this process by mutual consent.

3.3.2 Cle Elum Urban Growth Area.

3.3.2.1 RIDGE agrees not to bring, or to aid or abet any Third-Party to bring, any Legal Challenge relating to Trendwest's master plan for the UGA that is adopted by Cle Elum and related infrastructure and services as analyzed in the UGA EIS, including, without limitation, but only by way of example, any Legal Challenge related to: (i) the legal adequacy of the EIS presently being prepared by the City of Cle Elum pursuant to SEPA related to Trendwest's proposed master plan for the Cle Elum UGA (the "UGA EIS"); (ii) any decisions by the City to annex all or portions of the Trendwest Property within the Cle Elum UGA, and any decisions by the Kittitas County Boundary Review Board related to such annexations; and (iii) any approvals or

land use permits for development proposals in the Cle Elum UGA, including, but not limited to, any development agreement executed by and between Cle Elum and Trendwest, subdivisions (including preliminary and final approval), re-subdivisions, building permits, certificates of occupancy, lot line adjustments, shoreline substantial development permits, forest practice permit applications, development of the Washington State Horse Park, expansion of the Roslyn/Cle Elum School District facilities, establishment of the community center, and establishment of a business park.

3.3.2.2 While RIDGE is prohibited from filing Legal Challenges related to those projects identified in Paragraph 3.3.2.1, above, Trendwest agrees that RIDGE retains the right to appeal any new proposal in the UGA not analyzed in the UGA EIS.

3.3.2.3 Trendwest agrees not to request, support or accept any development agreement or conditions of approval with Cle Elum for the UGA Property, or any future amendment to such a development agreement, that is inconsistent with the terms and conditions of this Agreement.

3.3.2.4 Trendwest acknowledges that RIDGE believes the existing MPR and UGA EISs do not adequately analyze the Washington State Horse Park, community center, expansion of the Roslyn/Cle Elum School District Facilities, or Puget Sound Energy's expansion or construction of the electrical substation and natural gas line, and further acknowledges that those projects will require separate environmental review. Trendwest agrees to take no position as to whether the MPR and UGA EISs are legally adequate for those separate projects.

3.3.2.5 For developments proposed by Trendwest within the Cle Elum UGA, and in conjunction with the dispute prevention provisions set forth in Paragraph 5.0 of this Agreement, Trendwest agrees to conduct a meeting(s) with RIDGE prior to submission of any such development applications. The purpose of the meeting(s) is to establish an open and collaborative process by which Trendwest will solicit comments from RIDGE regarding Trendwest's upcoming applications for development in the Cle Elum UGA. Trendwest will consult with RIDGE regarding issues raised in any comments submitted on the proposed application(s). This process is not intended to be exclusive; Trendwest and RIDGE may include others in this process by mutual consent.

3.3.3 *Trendwest Water Rights Actions.* The Parties acknowledge that Trendwest has identified two water supply strategies for providing potable water to MountainStar: Change Applications submitted to Ecology and an exchange contract with Reclamation. Trendwest is presently pursuing the water supply strategy through the Change Applications with Ecology. The Parties further recognize that these water supply strategies are also intended to provide water supply necessary for the development of Trendwest's UGA Property. Trendwest may pursue other or additional water rights transfers, contracts or agreements to provide water for the MPR and UGA. Accordingly, the Parties agree as follows:

3.3.3.1 In consideration for Trendwest's Obligations set forth in Paragraph 1.0, above, RIDGE agrees not to bring, or to aid or abet any Third-Party to bring, any Legal Challenge related to decisions by Ecology on the pending Change Applications identified in EXHIBIT G and incorporated by this reference.

3.3.3.2 In consideration for Trendwest's Obligations set forth in Paragraphs 1.0, especially including Paragraph 1.5.6.2, above, RIDGE also agrees not to bring, or to aid or abet any Third-Party to bring, any Legal Challenge regarding those future water rights transfer applications, agreements or contracts by Trendwest with state, federal, local entities or others that are necessary to supply the MPR and UGA as defined in the water balance set forth in the relevant EIS (MPR and/or UGA) as modified by this Agreement regarding the reduced number of units in the MPR and golf course acreage in the UGA.

3.3.4 *Infrastructure and Services Supporting the MPR and UGA.* Without limiting the generality of the list of Infrastructure and Services Supporting the MPR and UGA set forth in Paragraph 3.1.3, above, but subject to the exception described immediately below, RIDGE agrees not to bring, or to aid or abet any Third-Party to bring, any Legal Challenge related to Infrastructure and Services Supporting the MPR and UGA. As an exception to this waiver, RIDGE retains the right to file a Legal Challenge related to any expansion of sewer service areas outside existing service areas (as of the date of execution of this Agreement), the MPR, and existing designated urban growth areas and nodes as of the date of execution of this Agreement (including the Cle Elum and Roslyn urban growth areas, and the Ronald urban growth node), and service areas established through the planning processes for the regional wastewater treatment plant; provided, however, this exception shall become effective only after the Waste Water Treatment Plant has been permitted and is processing wastewater from either the MPR or the UGA, provided that any such Legal Challenge does not prohibit service to the other project (MPR or UGA).

3.4 **RIDGE's Retained Appeal Rights.** Trendwest agrees that notwithstanding the foregoing waiver of appeal rights, and in addition to the exception related to future service areas for a regional wastewater treatment facility described in Paragraph 3.3.4, above, RIDGE retains the following appeal rights:

3.4.1 In the event the MPR Development Agreement and MPR Permit are terminated and the MPR Zoning remains in effect, RIDGE retains the right to appeal any decisions or approvals related to subsequent MPR proposals on the MPR Property;

3.4.2 In the event the MPR Development Agreement and MPR Permit are terminated, and the County re-designates in its comprehensive plan and/or rezones the MPR Property to any comprehensive plan or zoning designation that is more intense than the comprehensive plan or zoning designations in effect immediately prior to

the adoption of the MPR Approvals, RIDGE retains the right to appeal such more intense designations.

3.4.3 In the event the MPR Development Agreement and MPR Permit are terminated and the County re-designates in its comprehensive plan and/or rezones the MPR Property to any other designation, RIDGE retains the right to challenge decisions and approvals related to subsequent development proposals under those designations.

3.4.4 RIDGE retains the right to appeal new proposals in the Cle Elum UGA that were not analyzed in the UGA EIS, as set forth in Paragraph 3.3.2.2, above.

3.4.5 The Parties recognize that it is not possible at the time this Agreement is executed to foresee and identify all potential Legal Challenges that in the future may affect development of the MPR and UGA, the Infrastructure and Services Supporting the MPR and UGA, or compliance with the development agreements and conditions of approval for those developments. Therefore, prior to instituting any Legal Challenge RIDGE believes in good faith is not within the appeal rights waived pursuant to this Agreement, RIDGE will consult with Trendwest. RIDGE agrees to consider Trendwest's opinion but may nonetheless elect to file its Legal Challenge. In such event, Trendwest may (i) submit the issue of whether the RIDGE Legal Challenge is consistent with this Agreement to the dispute resolution provisions set forth in Paragraph 5.0, below, and/or (ii) seek immediate dismissal of the Legal Challenge by the body to which the Challenge was submitted if the administrative or judicial rules for such appeal would require Trendwest to seek dismissal before the dispute resolution process under Paragraph 5.0, below, might be completed. If it is determined that RIDGE's Legal Challenge was precluded by this Agreement, Trendwest retains all of its remedies provided herein. If it is determined that RIDGE's Legal Challenge was allowed by this Agreement, this Agreement shall remain in full force and effect.

3.5 Trendwest Remedies in the Event of a Prohibited Legal Challenge by RIDGE. The Parties agree that if RIDGE brings any Legal Challenge prohibited under this Agreement, Trendwest may enforce the terms of this Agreement and may rely on this Agreement to seek dismissal of such Legal Challenge. Trendwest may also seek injunctive or other appropriate equitable relief. Alternatively, Trendwest may terminate this Agreement. In either event, damages or restitution may not be sought or recovered. In the event of termination of this Agreement as a result of a RIDGE Legal Challenge, Trendwest shall be deemed released of all Obligations hereunder and, in the event the County has modified provisions of the MPR Development Agreement and/or MPR Approvals as a consequence hereof, Trendwest may seek restoration of its vested rights and Unit allowances as originally approved by the County, and may further seek restoration of any other rights modified by the County as a consequence of this Agreement. Trendwest agrees not to seek repayment for any monetary payments made pursuant to Paragraphs 1.7 (Preservation of Off-Site Habitat and Open Space), 1.12 (Promotion of Historical Values of Roslyn), and 1.13 (Enhancement of Roslyn) of this

Agreement in the event of a Legal Challenge by RIDGE that is prohibited by this Agreement. However, in the event of a RIDGE Legal Challenge prohibited by this Agreement, if Trendwest elects to terminate this Agreement, Trendwest's Obligations under this Agreement shall be null and void and Trendwest shall be entitled to reconveyance of any New Open Space conveyed pursuant to Paragraph 1.1 of this Agreement, and Trendwest shall be entitled to seek full restoration of its rights as allowed under the MPR Development Agreement and MPR Permit. Further, in the event of any Legal Challenge by RIDGE prohibited by this Agreement, any recorded title memorandum, covenant, restriction or notice based on this Agreement shall be cancelled and removed from title through the sole request of Trendwest. In the event of a RIDGE Legal Challenge prohibited by this Agreement, Trendwest may also seek modifications to any development agreement with Cle Elum for the UGA that would have otherwise been in conflict with the terms and conditions of this Agreement.

3.5.1 A RIDGE Legal Challenge shall be any Legal Challenge brought by the corporate entity of RIDGE, any of its current Officers and Directors at the time of the filing of the appeal in their individual capacities, or any Legal Challenge brought from the date of the signing of this Agreement to a date twelve (12) years after the recording of the first final plat of the MPR by a person in his or her individual capacity who has served as a RIDGE negotiator of this Agreement, or as an Officer or Director of RIDGE, during that period. In the event of a Legal Challenge filed by any former Negotiator or Officer or Director in their individual capacities, Trendwest shall provide the then current Board of Directors of RIDGE with ninety (90) days written notice of its intent to terminate this Agreement during which time the RIDGE Board may seek dismissal of the Legal Challenge and Trendwest will support RIDGE's intervention in the Legal Challenge for the purpose of seeking dismissal of the Legal Challenge. Trendwest may not exercise its remedies under this Agreement until the end of the ninety (90) day period. Trendwest may exercise its remedies under this Agreement after the expiration of the ninety (90) day period if the RIDGE Legal Challenge has not been dismissed at the time Trendwest exercises its remedies. For purposes of this Paragraph, a RIDGE Negotiator is Douglas H. Kilgore, Ellie Belew, Larry Susich, and Edmund Januszkiewicz. Nothing in this Paragraph creates any individual liability on the part of the persons identified as the RIDGE Negotiating Team or any current or future officer(s) and director(s) of RIDGE. RIDGE retains the right to appeal as set forth in Paragraphs 3.2.2, (Kittitas County's existing GMA appeal) and 3.4 (RIDGE's Retained Appeal Rights).

3.5.2 If any Officer or Director of RIDGE, or anyone holding formal membership or affiliation in RIDGE files a prohibited Legal Challenge under this Agreement, the Board shall immediately terminate that Officer or Director from their position, and/or revoke any formal membership in and affiliation with RIDGE of anyone filing such Legal Challenge. RIDGE and Trendwest shall each annually provide to the other with a list of their respective Officers and Directors. The failure of either RIDGE or Trendwest to provide the corporate information identified in this Paragraph shall not constitute a breach of this Agreement.

3.6 Protections from Third-Party Appeals. The Parties recognize that they have mutual interests in avoiding any Third-Party Legal Challenges to the MPR or to the Cle Elum UGA, or to the Infrastructure and Services Supporting the MPR and UGA. In order to protect against Third-Party Legal Challenges, and to protect the mutual benefits to be derived by the Parties from this Agreement that would be jeopardized in the event of a Third-Party Legal Challenge, the Parties agree as follows.

3.6.1 In the event a Legal Challenge is brought by any Third-Party, Trendwest shall have the right at its sole discretion, but subject to the provisions of Paragraph 3.6.2, below, to terminate this Agreement, or some of its Obligations set forth in Paragraph 1.0, above, if Trendwest determines that the Third-Party Legal Challenge substantially impairs the ability of Trendwest to construct or sell all or portions of the MPR or UGA, including plats or phases within the MPR or UGA, or substantially impairs Trendwest's ability to operate all or portions of the MPR. As limited by Paragraph 3.6.3, below, with regard to the Phasing of Trendwest's Obligations for the MPR and UGA as set forth in EXHIBIT H, which is attached hereto and incorporated by reference, Trendwest may exercise its right to terminate this Agreement or some of the Trendwest Obligations by first providing RIDGE with written notice of termination.

3.6.1.1 To provide the Parties a reasonable opportunity to persuade the Third-Party to withdraw its Legal Challenge, or to obtain a dismissal or denial of the Legal Challenge, and subject to the exceptions set forth below, the right to terminate shall not be exercised by Trendwest for one hundred eighty (180) days after such notice.

(a) Provided, however, that for certain Third-Party Legal Challenges related to Trendwest's Water Rights Actions the right to terminate may only be exercised as follows: (i) for Third-Party Legal Challenges related to the Change Applications, the right to terminate shall not be exercised for a period of four hundred fifty five (455) days after notice from Trendwest following the filing of a Third-Party Legal Challenge from Ecology's decision regarding the Change Applications; (ii) for Third-Party Legal Challenges related to an Exchange Contract with Reclamation, the right to terminate shall not be exercised for a period of two (2) years following notice from Trendwest; and (iii) for Third-Party Legal Challenges related to any Trendwest Water Rights Action other than the Change Applications or Exchange Contract with Reclamation, including, but not limited to, applications for the temporary transfer of Trendwest water rights to Third-Parties, transfer applications other than the Change Applications identified in EXHIBIT G, or any other water right application, contract or agreement, the right to terminate shall not be exercised for four hundred fifty five (455) days following notice from Trendwest. The Parties expressly understand and agree that a Third-Party Legal Challenge filed by a downstream water user or any Reclamation water contract holder in the Yakima basin regarding the Change Applications or an Exchange Contract, or any Trendwest Water Rights Action other than the Change Applications or Exchange Contract with Reclamation, including, but not limited to, applications for the temporary transfer of Trendwest water rights to Third-Parties, transfer applications other

than the Change Applications identified in EXHIBIT G, or any other water right application, contract or agreement, shall not be deemed a Third-Party Legal Challenge that gives rise to Trendwest's right to terminate this Agreement or some of the Trendwest Obligations hereunder.

(b) Provided, further, that for certain Third-Party Legal Challenges that are to be heard in Federal Court the right to terminate may only be exercised by Trendwest for a period of two (2) years following notice from Trendwest.

The time periods contained in this Paragraph 3.6.1.1 shall be extended by an amount equal to any delays in the Legal Challenge stipulated to by Trendwest and accepted by the court or hearing body.

3.6.1.2 The Parties will attempt to persuade the Third-Party to withdraw its Legal Challenge, and Trendwest will expeditiously seek dismissal of the Legal Challenge and will not object to intervention by RIDGE on Trendwest's behalf in such proceeding. Trendwest may at its sole discretion agree to extend the period between giving notice and termination as set forth above if reasonable progress is being made to obtain the withdrawal, dismissal or denial of the Third-Party Legal Challenge. Subject to the provisions in Paragraphs 3.6.2 and 3.6.3, below, and the Phasing of Trendwest's Obligations identified in EXHIBIT H, if the Third-Party Legal Challenge is not withdrawn, dismissed or denied with finality within the time periods set forth above, or within the time period as extended by Trendwest, Trendwest may terminate this Agreement or some of the Trendwest Obligations as identified on the notice of termination, subject to Paragraphs 3.6.2 through 3.6.5, below.

3.6.2 Prior to exercising its right to terminate, and within the first sixty (60) days of the applicable time periods specified in Paragraph 3.6.1, above, Trendwest will, if requested by RIDGE, engage with RIDGE in mediation (but arbitration is not required) regarding the issue of whether and to what extent the Third-Party Legal Challenge substantially impairs the ability of Trendwest to construct or sell all or portions of the MPR or UGA, or substantially impairs Trendwest's ability to operate all or portions of the MPR, and the form, scope and timing of the Trendwest response to the Third-Party Legal Challenge. While the determination as to whether a Third-Party Legal Challenge substantially impairs Trendwest's ability to construct or sell all or portions of the MPR or UGA, or to operate all or portions of the MPR, as well as the decision to terminate this Agreement or some of the Trendwest Obligations, are within the sole discretion of Trendwest, Trendwest agrees to consider, prior to its decisions, the nature of the Third-Party Legal Challenge and its impact on the development of the MPR and/or the UGA, including but not limited to, the effect of the Legal Challenge on title, financing/lending, sales, permit processing, compliance with the MPR Conditions of Approval and any conditions of approval adopted by Cle Elum for the UGA, and provision of Infrastructure and Services Supporting the MPR and UGA. Subject to these considerations and as further limited below, Trendwest may choose, at its sole discretion, the form, sequence and timing of the termination of the Agreement or some of the Trendwest Obligations as deemed appropriate in light of the Third-Party Legal

Challenge. In the event Trendwest elects to terminate some of its Obligations under this Agreement in response to a Third-Party Legal Challenge and RIDGE believes that the Trendwest response is disproportionate to the impact of the Third-Party Legal Challenge on the development of the MPR or UGA, RIDGE may in its sole discretion terminate this Agreement. RIDGE's decision to terminate this Agreement would be subject to mediation as set forth in this Paragraph.

3.6.3 In the event Trendwest determines that the Third-Party Legal Challenge warrants termination of this Agreement relating to the MPR, or in the event of termination of this Agreement by RIDGE pursuant to Paragraph 3.6.2, above, only Trendwest's prospective Obligations, including prospective payments as scheduled in this Agreement, may be terminated consistent with the Phasing of Trendwest's Obligations set forth in EXHIBIT H. Following the sooner of the recording of the final plat for the last subdivision in any phase of the MPR, the recording of the first final plat in the succeeding phase, or the sale of seventy five percent (75%) of the Units in Phase 1, the Trendwest Obligations relating to that Phase shall not be revocable in the event of a Third-Party Legal Challenge. For purposes of this Agreement the following transactions shall be considered equivalent to the sale of a Unit: sale of lots, sale of parcels with an identified Unit count, issuance of occupancy permits, whichever should occur first. For example, conveyance of New Open Space, the Unit cap for Phase 1, and payments to the trusts and Roslyn associated with Phase 1 (as detailed above) may not be revoked due to a Third-Party Legal Challenge after the recording of the final plat for the last subdivision in Phase 1, or after seventy five percent (75%) of the Units in Phase 1 have been sold, whichever is sooner, but any or all such Obligations may be terminated for the remainder of the MPR development. The same limitation shall upon the sooner of recording of the final plat for the last subdivision or the sale of seventy five percent (75%) of the Units for Phases 2 and/or 3, respectively. In the event Trendwest records a first final plat for Phase 2 of the MPR before the final plat for the last subdivision in Phase 1 is recorded, Trendwest's Obligations tied to Phase 1 as identified in Exhibit H shall be irrevocable upon the sale of fifty percent (50%) of the Units in Phase 1. As discussed in Paragraph 3.5, above, financial payments made by Trendwest pursuant to Paragraphs 1.7 (Preservation of Off-Site Habitat and Open Space), 1.12 (Promotion of Historical Values of Roslyn), and 1.13 (Enhancement of Roslyn), above, made prior to a Third-Party Legal Challenge giving rise to termination of this Agreement shall not be revocable. The final plat in the UGA or any phase of the MPR shall for purposes of this Agreement be defined as the final plat recorded within that phase or the UGA which subdivides all or substantially all the remaining land subject to platting within that phase.

3.6.4 In the event Trendwest determines that the Third-Party Legal challenge warrants termination of some of Trendwest's Obligations relating to the MPR, Trendwest may only terminate prospective Obligations, including prospective payments as scheduled in this Agreement, consistent with the Phasing of Trendwest's Obligations set forth in EXHIBIT H (and in the manner generally described in Paragraph 3.6.3, above).

3.6.5 Trendwest agrees not to bring aid or abet, or to encourage, any Third-Party to bring a Legal Challenge regarding the MPR, the UGA, Trendwest Water Rights Actions, and Infrastructure and Services Supporting the MPR and UGA. In the event Trendwest terminates this Agreement as a result of a Third-Party Legal Challenge and it is determined that Trendwest aided or abetted the Third-Party Legal Challenge giving rise to termination, RIDGE may enforce the terms of this Agreement, and may seek injunctive relief or other appropriate equitable relief.

3.7 Construction of Paragraph 3.0. The Parties recognize that a fundamental and material condition to Trendwest's willingness to execute this Agreement and make the commitments specified herein, including among other things the reduction of Units for the MPR and the substantial financial contributions for property acquisitions and community improvements, is its ability to proceed with development of the MPR and the Cle Elum UGA without the threat of appeals or legal challenges from RIDGE or any Third-Party. Third-Party Legal Challenges could result in delays and increase the cost of development of the MPR and UGA to Trendwest thereby jeopardizing Trendwest's investment-backed expectations. Accordingly, this Paragraph and the definition of Legal Challenge shall be broadly construed to protect the MPR and the Cle Elum UGA, and Infrastructure and Services Supporting the MPR and UGA.

4.0 Termination. The Parties agree that this Agreement may be terminated in whole or in part only under, and subject to, the following circumstances and provisions:

4.1 This Agreement may be terminated in whole or in part by mutual agreement of the Parties.

4.2 This Agreement is terminated pursuant to Paragraph 3.0, above, as a result of a prohibited RIDGE Legal Challenge or a Third-Party Legal Challenge.

4.3 In the event the MPR Development Agreement and MPR Permit (which include the Conditions of Approval) are terminated, and any development agreement with Cle Elum, and development permits and conditions of approval for the UGA are terminated, this Agreement shall be deemed terminated. In the event of termination under this provision, the Phasing set forth in EXHIBIT H would apply and any Trendwest Obligations completed or due prior to the date of such termination would be irrevocable (e.g. open space conveyances and financial payments by Trendwest).

4.4 In the event the development agreement with Cle Elum, and any related development permit and conditions of approval for the UGA are terminated but Trendwest proceeds with development of the MPR, the provisions or portions of provisions of this Agreement relating to the UGA will be terminated but all other provisions of the Agreement will remain in full force and effect. The provisions of the Agreement related to the UGA that would be terminated include: Paragraph 1.1 (New Open Space within the Cle Elum UGA boundaries as shown on the Binding Project Map and as described in EXHIBIT H); Paragraph 1.5.3.2 (reduction of size of UGA golf

course); Paragraph 15.5.3 (water audits for UGA water usage); Paragraph 1.6.2 (reduction of vesting for UGA); Paragraph 1.9.2 (storm water management standards for UGA); Paragraph 1.11 (clarification of the UGA development agreement regarding proof of water availability for the UGA); Paragraph 1.15.3 (IDA Zone EI "dark sky" standards for UGA); Paragraph 1.15.4 (construction hours for UGA); and Paragraph 1.16 (Path from UGA to SR 903).

4.5 In the event the MPR Development Agreement and MPR Permit (which include the Conditions of Approval) are terminated, the provision of this Agreement related to the MPR shall be terminated but all other provisions or portions of provisions related to the UGA remain in full force and effect. The Trendwest Obligations for the UGA that would remain in full force and effect in such an event include those specifically listed in Paragraph 4.4, above, and those set forth on EXHIBIT H with regard to the UGA, which include the following provisions: Paragraph 1.7 (Preservation of Off-Site Habitat and Open Space); Paragraph 1.14 (Roslyn Cemetery Buffering); and Paragraph 1.15.5 (construction of path in Cle Elum UGA connecting SR 903 trail to the Bullfrog Road Bridge).

5.0 Dispute Prevention, Management and Resolution.

5.1 *Dispute Prevention Meetings.* Beginning before the first construction season for the MPR or UGA, Trendwest and RIDGE will meet quarterly, or at other mutually agreed upon times, to review and discuss the status of specific matters regarding the implementation of this Agreement. Such meetings are not intended to negotiate or re-negotiate the terms of this Agreement or any new items. In the event of then perceived, or forecasted, problems or disputes related to the terms and conditions of this Agreement, the Parties pledge to exercise all possible conciliatory efforts in cooperative problem solving activities consistent with the processes identified in this Paragraph.

5.2 *Informal Dispute Resolution.* In the event a Party, acting in good faith, believes the other Party has violated, or is preparing to violate, the terms of this Agreement, or in the event a Party identifies an unforeseen circumstance outside the control of the Parties that the Party in good faith believes directly and adversely affects the terms and conditions in this Agreement, the aggrieved Party shall give written notice detailing the alleged or anticipated breach or unforeseen circumstance outside the control of the Parties. Written notice shall be provided consistent with the provisions in Paragraph 9.0, below. This notice requirement is intended to invite and facilitate an informal resolution by the Parties of any dispute prior to the institution of litigation. The Parties agree to enter into collaborative negotiations and cooperative problem solving within four (4) days of the receipt of a Party's written notice. Each Party agrees to provide the other Party with that information necessary to determine whether or not there has been a violation of this Agreement. In the event the written notice relates to an alleged breach of this Agreement, the alleged offending Party shall have sixty (60) days from the receipt of the written notice in which to cure the alleged breach. The initial collaborative efforts to resolve alleged or anticipated breaches of, or to address

unforeseen circumstance outside the control of the Parties directly and adversely affecting, this Agreement shall be conducted at the lowest level(s) of the Parties' organization(s). If such initial efforts are unsuccessful, the Parties agree to expeditiously identify and arrange for person(s) at higher organizational levels with authority and knowledge to attempt to resolve the dispute expeditiously. It is the Parties intent that such collaborative efforts can and should be completed within thirty (30) days from the receipt of a written notice.

5.3 Formal Dispute Resolution. In the event that the informal collaborative negotiations set forth in Paragraph 5.2, above, are unsuccessful at resolving an alleged or anticipated breach of this Agreement or arriving at an agreeable response to an unforeseen circumstance outside the control of the Parties directly and adversely affecting this Agreement within thirty (30) days of receipt of a written notice, the Parties agree to meet and agree upon a formal dispute resolution process for attempting to expeditiously resolve any remaining dispute(s). The formal dispute resolution processes may include, but are not necessarily limited to, mediation, and binding arbitration; provided, however, that except as provided in Paragraph 17.0, below, neither Party can be required to enter into, or accept, binding arbitration. Where the Parties have agreed to submit a dispute to binding arbitration, the arbitrator's decision in such arbitration shall be final and binding on both Parties. The Parties will mutually select the potential mediators or arbitrators. It is understood and agreed that the only issues that may be addressed at such dispute resolution processes are those terms and conditions of this Agreement.

5.4 Legal Action to Enforce Agreement. Except as provided in this section, below, a lawsuit to enforce the terms of this Agreement shall not be filed until the later of (a) the end of the sixty (60) day cure period set forth in Paragraph 5.2, above, or (b) the conclusion of any formal dispute resolution process agreed to by the Parties pursuant to Paragraph 5.3, above, provided however the non-breaching Party shall have the right to immediately seek temporary or preliminary injunctive relief (but not permanent) to prohibit the alleged breach until the completion of the formal and informal dispute resolution processes.

Issues arising out of unforeseen circumstance outside the control of the Parties directly and adversely affecting this Agreement shall be subject to the informal and formal dispute resolution processes set forth above for which the Parties will actively and in good faith attempt to resolve. However, neither Party may commence a lawsuit regarding disputes arising from an unforeseen circumstance outside the control of the Parties and a Party's refusal to modify or amend this Agreement to account for such an unanticipated unforeseen circumstance outside the control of the Parties. A lawsuit may be commenced pursuant to this Paragraph only relating to alleged breaches of this Agreement that have not been resolved through the informal and formal dispute resolution processes called for in this Paragraph. Notwithstanding the above, however, nothing in this Agreement shall prohibit either Party from seeking injunctive relief as set forth in Paragraph 16.0.

5.5 Costs and Expenses. Each Party will be responsible for their own costs for attorneys and related expenses throughout the informal dispute resolution process set forth in Paragraph 5.2, above, any formal dispute resolution process agreed to by the Parties pursuant to Paragraph 5.3, above, and any subsequent litigation instituted consistent with Paragraph 5.4, above. However, the Parties will equally share the cost of any third-party mediator or arbitrator agreed upon pursuant to Paragraph 5.3, above.

6.0 Attorneys' Fees. In any proceedings brought by either Party to enforce this Agreement, each Party shall bear its own attorneys' fees and costs.

7.0 No Admission of Liability. This Agreement is intended to compromise and settle certain past, present and future claims between the Parties regarding the MPR, the Cle Elum UGA, Trendwest Water Rights Actions, and the Infrastructure and Services Supporting the MPR and UGA, and is not intended to be an admission by any Party as to any fact or legal principle, including those related to contentions made by the Parties in the GMA Appeal and the LUPA Appeal.

8.0 Agreement Not an Endorsement of MountainStar by RIDGE. Nothing in this Agreement constitutes an authorization for Trendwest to represent to any other person that RIDGE endorses any aspect of the MPR or the development of Trendwest's UGA Property; provided, however, that Trendwest is not prohibited from representing the fact that the Parties have entered into this Agreement to resolve certain past, present and future disputes regarding development of MountainStar, the Cle Elum UGA, Trendwest's Water Rights Actions, and the Infrastructure and Services Supporting the MPR and UGA. As provided in Paragraph 21.0, below, RIDGE retains all rights to express opinions, submit comments and otherwise advocate its position in administrative proceedings for permits and approvals relating to the MPR and the Cle Elum UGA.

9.0 Notices. Any notice or communication required by this Agreement between Trendwest and RIDGE must be in writing, and may be given either personally or by express delivery service, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or if delivery is made by express delivery service, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Trendwest Resorts, Trendwest
Investments, or Trendwest Properties:

c/o Trendwest Resorts, Inc.
109 S. First Street
P.O. Box 887
Roslyn, Washington 98941-0887
Attn: George Cockill
Telephone: (509) 649-3000
Facsimile: (509) 649-3059

With copies to:

Cairncross & Hempelmann, P.S.
Attn: John W. Hempelmann and
Brian L. Holtzclaw
524 Second Avenue
Suite 500
Seattle, Washington 98104-2323
Telephone: (206) 587-0700
Facsimile: (206) 587-2308

If to RIDGE:

RIDGE
PO Box 927
Roslyn, WA 98941

RIDGE Registered Agent
Douglas Kilgore
PO Box 622
Roslyn, WA 98941

RIDGE Contact Person
Edmund Januszkiewicz
PO Box 370
Roslyn, WA 98941
Telephone: (509) 649-2205

With copies to:

David Bricklin
Bricklin and Gendler
1424 Fourth St.
Suite 1015
Seattle, WA 98101
Telephone: (206) 621-8868
Facsimile: (206) 621-0512

10.0 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a signatory to this Agreement shall have any third-party beneficiary or other rights whatsoever under this Agreement. The Parties acknowledge that some benefits may be derived by the County, Cities of Cle Elum and Roslyn, and the citizens

of Upper Kittitas County, among others, from certain implementation of this Agreement. However, the Parties agree that the provisions of this Agreement do not create any third-party rights for persons or entities not signatories to this Agreement. No other person or entity not a Party to this Agreement may enforce the terms and provisions of this Agreement. RIDGE may, however, enforce the terms of this Agreement even where it is not the direct beneficiary of its terms, for example but not limited to with regard to payments to be made by Trendwest to third-parties.

11.0 Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporations and/or partnerships and/or organizations.

12.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their, successors and assigns; provided, however, that purchasers of individual lots (except for purchasers for which a Transfer Agreement requiring consent of Kittitas County must be approved pursuant to Section 9.2 of the MPR Development Agreement), and such purchasers, and their title companies and lenders, successors and assigns, shall have no rights or obligations arising from this Agreement and the terms of this Agreement shall not "run with the land" upon transfers or assignments to such purchasers; provided, further, that Trendwest agrees to record a covenant separate from this Agreement that shall make the following Trendwest Obligations covenants that "run with the land" and therefore binding on all successors and assigns, including purchasers of individual lots: Paragraphs 1.15.1 and 1.15.2 (prohibition on burning of debris from individual lots).

13.0 Recording. Trendwest shall record a Memorandum of this Agreement with the Kittitas County Auditor within ten (10) days following its complete execution by the Parties. Such Memorandum of this Agreement shall make clear that the Agreement does not apply to purchasers of individual lots, or such purchasers' successors or their title companies or lenders, or the successors and assigns of such title companies or lenders.

14.0 Complete Agreement. This Agreement represents the entire agreement and understanding between the Parties, supersedes all prior agreements and understandings between the Parties and may be amended only by a writing duly executed by each Party hereto. Any person or entity acquiring all or a portion of Trendwest's rights, obligations and responsibilities under the MPR Development Agreement (including the MPR Approvals and Subsequent Actions) for which a Transfer Agreement requiring consent of Kittitas County must be approved pursuant to Section 9.2 of the MPR Development Agreement, shall be a necessary party to any amendment of this Agreement."

15.0 Governing Law. Any dispute between the Parties relating to this Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

16.0 Enforceability. The Parties acknowledge that any willful and material breach of this Agreement will result in irreparable harm, and therefore, in addition to any other remedies that the Party would have, the non-breaching Party would be entitled to temporary, preliminary and permanent injunctions prohibiting the breaching Party from any such willful and material breach. The Parties agree that monetary damages from a breach of this Agreement would be difficult to ascertain and quantify and, therefore, specific performance is the proper remedy for any breach of this Agreement.

17.0 Severability/Non-Severability. The Parties view each and every provision of this Agreement as fundamental, material and necessary. If any provision is determined to be unlawful or unenforceable in any way or cannot be accomplished because of a mutual mistake of fact, impossibility, or other unforeseen circumstance outside the control of the Parties, the Parties will attempt to amend the Agreement to provide the functional equivalent of the Obligation that is unenforceable or which cannot be performed. If the Parties cannot reach agreement on a curative amendment, the matter will be submitted to the dispute resolution process set forth in Paragraph 5.0, above. Provided that if no resolution is arrived at by the parties using informal dispute resolution or mediation within one hundred twenty (120) days of written notice called for in Paragraph 5.2, then either Party may submit the matter to binding arbitration. Such binding arbitration shall utilize the following procedure. The Parties shall select an Arbitrator by mutual agreement. If a single arbitrator is not mutually selected the Parties shall request a list of five (5) available arbitrators from the Judicial Arbitration Mediation Service (JAMS) whereupon the Parties shall proceed to alternately strike one name from the list until only one name remains. That person shall be the Arbitrator selected. After selection of the Arbitrator, each Party shall submit one and only one proposed remedy. The Arbitrator shall select one (1) of the two (2) remedies proposed by the two Parties based on the Arbitrator's determination of the remedy which better provides the functional equivalent of the Trendwest Obligation which is unenforceable or which cannot be performed. If the provisions contained herein, specifically Paragraphs 3.0, above, through which RIDGE agrees that it will dismiss its current appeals and will not pursue or file certain future Legal Challenges, are determined to be unlawful or unenforceable in any way, those provisions will not be severed from this Agreement and this Agreement shall be null and void and no curative amendment shall be required, and any and all actions taken by the Parties to implement this Agreement shall be rescinded; provided, however, that if RIDGE elects to not file any such prohibited Legal Challenge, then despite a determination that the waiver of those appeal rights is unlawful or unenforceable, those provisions shall be deemed to be severed and this Agreement shall remain in full force and effect unless and until RIDGE files any such Legal Challenge.

18.0 Counterparts. This Agreement may not be signed in counterparts. Two (2) originals shall be executed, one each for RIDGE and Trendwest.

19.0 Headings Not Controlling. The paragraph headings included herein are included for reference only and are not a part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

20.0 Independent Legal Counsel. The Parties acknowledge that they have each entered into this Agreement after a full and complete opportunity to consult with and receive advice from their independent counsel as they deemed appropriate.

21.0 Public Participation. Consistent with Paragraph 8.0 (Agreement Not an Endorsement of MountainStar by RIDGE), above, the Parties agree that nothing in this Agreement shall be construed to limit the rights of RIDGE, and RIDGE formal and affiliated members, to make public comments, comment in public processes, contact and lobby public officials or otherwise make public statements. No such actions shall be considered "aiding and abetting" a Third-Party Legal Challenge wherever that phrase is used in this Agreement.

22.0 No Invalidation. Trendwest and RIDGE agree not to take any action to seek to invalidate or attempt to invalidate this Agreement, the Kittitas County Development Agreement and Conditions of Approval, the UGA Development Agreement, or UGA Conditions of Approval, provided, however, that Trendwest's termination of some or all of this Agreement pursuant to Paragraphs 3.0 and 4.0, and the exercise of RIDGE's appeal rights as set forth in Paragraphs 3.2.2 and 3.4, and RIDGE's right to terminate the entire Agreement as set forth in Paragraph 3.6.2, shall not constitute a breach of this Paragraph. Trendwest may seek or accept any modifications or amendments to the MPR and UGA Development Agreements and MPR and UGA Permits and Conditions of Approval consistent with the terms and conditions of this Settlement Agreement.

23.0 Equal Participation In Drafting. The Parties have participated, and had an equal opportunity to participate, in the drafting of this Agreement and the attached Exhibits. Any ambiguity shall not be construed against either Party based upon a claim that that Party drafted the ambiguous language.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Trendwest and RIDGE as of the day and year first written above.

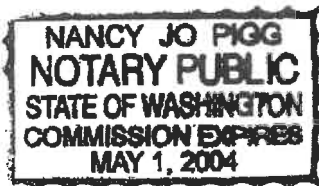
TRENDWEST RESORTS, INC., an Oregon
corporation

W.F. Peare
By: William F. Peare
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

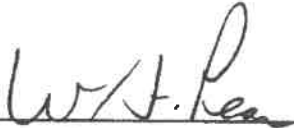
On this day personally appeared before me William F. Peare, to me
known to be President of Trendwest Resorts, Inc., the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that he is authorized to execute said instrument
and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 19th day of September,
2001.



Nancy Jo Pigg
Nancy Jo Pigg
(Print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma
My commission expires May 1, 2004

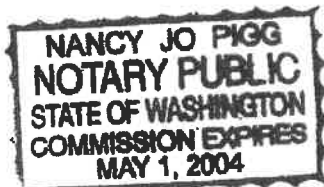
TRENDWEST INVESTMENTS, INC., a
Washington corporation

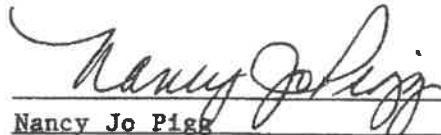

By: William F. Peare
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me William F. Peare, to me known to be President of Trendwest Investments, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 19th day of September, 2001.




Nancy Jo Pigg
(Print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma
My commission expires May 1, 2004

TRENDWEST PROPERTIES, INC., a
Washington corporation

W. F. Peare

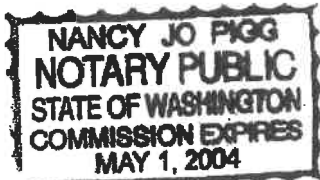
By: William F. Peare

Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me William F. Peare, to me known to be President of Trendwest Properties, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 19th day of September, 2001.



Nancy Jo Pigg

Nancy Jo Pigg

(Print name of notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma

My commission expires May 1, 2004

MOUNTAINSTAR RESORT
RESOURCES, INC., a Washington
corporation,

W. F. Pearce

By: William F. Pearce

Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me William F. Pearce, to me known to be President of Mountainstar Resort Resources, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 19th day of September, 2001.



Nancy Jo Pigg

Nancy Jo Pigg

(Print name of notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma

My commission expires May 1, 2004

RIDGE, a Washington non-profit
corporation

By: Douglas H. Kilgore
Its: Registered Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF Kittitas)

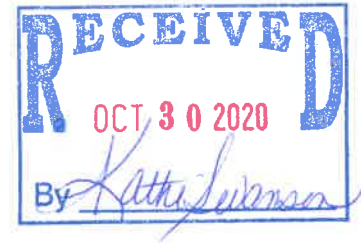
On this day personally appeared before me Douglas H. Kilgore, to me
known to be Registered Agent of RIDGE, the corporation that executed the within
and foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes therein mentioned,
and on oath stated that he is authorized to execute said instrument and that the seal
affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 22nd day of September,
2001.

Sandra L. Sutton
Sandra L. Sutton
(Print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Baslyn
My commission expires 9-19-02

SEPAResponsibleOfficial

From: Marc Kirkpatrick <marckirk@hotmail.com>
Sent: Friday, October 30, 2020 11:46 AM
To: Matthew Lundh; SEPAResponsibleOfficial
Subject: Proposed 47 North Project



Dear Councilman Lundh & SEPA Official,

Please accept this email as my public statement for this project during the SEIS comment process.

As a Cle Elum resident, business owner, Rotary Board member, and Cle Elum Downtown Board member, I would urge the City Council & Mayor demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

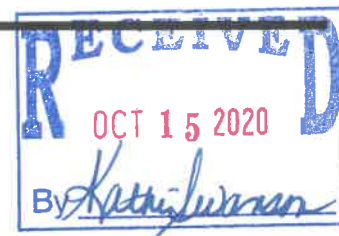
1

Thank you,

Marc Kirkpatrick
509-656-4176

SEPAResponsibleOfficial

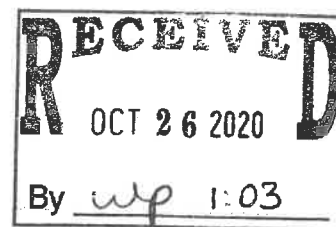
From: Rick Kurz <outlook_1BB10481D83FE4C1@outlook.com>
Sent: Thursday, October 15, 2020 1:28 PM
To: SEPAResponsibleOfficial
Subject: 2002 Bullfrog Flats Development Agreement



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled

1

Sincerely,
Rick Kurz
561 Big Sky Vista Drive
Cle Elum, WA 98922



From :

Ronda Lovejoy
3330 Airport Rd.
Cle Elum, WA 98922

In regards to Claire Nicholls
letter to the Editor in last Weeks
paper, I totally agree with her
opinion of what needs to be done.
A community center For all ages
is long overdue.

1

Thank-you
Ronda Lovejoy



Ronda Lovejoy
PO Box 313
Cle Elum, WA 98922



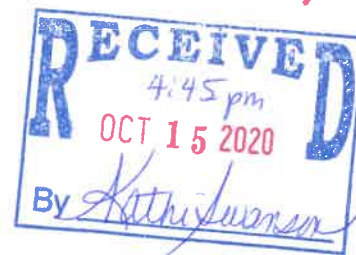
Seva Responsible Official
at City of Cle Elum
119 W. 1st Street
Cle Elum, WA 98922

RECEIVED
OCT 26 2020
By WJP 1:03



October 11, 2020

Attn: SEPA Responsible Official
City of Cle Elum
119 West First Street
Cle Elum, WA 98922



To Whom It May Concern:

It has come to our attention that back in 2002, a contract was made between the City of Cle Elum and Suncadia. In this contract Suncadia promised to give the City of Cle Elum twelve acres expressly for a community center for the residents of Upper Kittitas County. This contract included related amenities that I understand are valued by a third party at \$5.8 million. While both the City and Suncadia agree this obligation exists, Suncadia has not yet made good on its promise and the City of Cle Elum has not seen fit to demand action on this promise.

This contract was made eighteen years ago. It is time for the city to demand that Suncadia fulfill its obligations. This demand should be made immediately, in good legal form, stating that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring twelve acres of land and \$5.8 million, expressly for a community center for the residents of Upper Kittitas County, to the City of Cle Elum. All discussions regarding Bullfrog Flats must cease until this obligations if fulfilled.

1

This obligation is long overdue, and with the changes happening at Suncadia if we do not move on it now it may never happen. We know there is energy behind creating a community center in Cle Elum. With this land and the \$5.8 million in hand, we are confident our community will at long last have a center for all of upper county to enjoy. Please do not delay in making this demand of Suncadia now!

Sincerely,

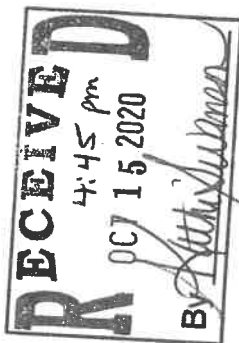
Kurt E. Lucke

Claire A. Lucke

2580 Hidden Valley Road
Cle Elum, WA 98922

509-857-2580

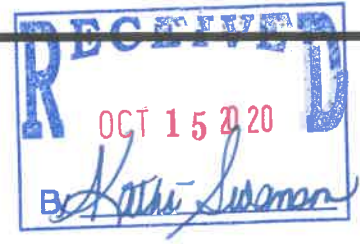
Kurt & Claire Lucke
2580 Hidden Valley Road
Cle Elum, WA 98922



SEPA Responsible Official
City of Cle Elum
119 West First Street
Cle Elum, WA 98922

SEPAResponsibleOfficial

From: Sandy Malcolm <malcfam@gmail.com>
Sent: Thursday, October 15, 2020 11:41 AM
To: SEPAResponsibleOfficial
Subject: Bullfrog Flats



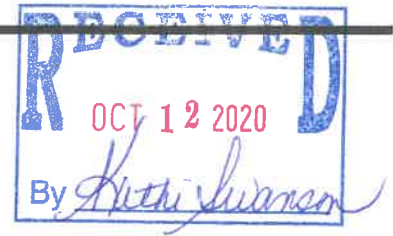
We implore the City of Cle Elum to step up and legally hold Suncadia responsible for fulfilling the terms of the 2002 Bullfrog Flats Development agreement to transfer 12 acres and 5.8 million dollars immediately to the City of Cle Elum for the promised Upper Kittitas County Community Center. 1

Regards,

Sandy and Doug Malcolm
Residents of Cle Elum

SEPAResponsibleOfficial

From: Chris Martin <chm.martin@gmail.com>
Sent: Monday, October 12, 2020 3:45 PM
To: SEPAResponsibleOfficial
Subject: 40 degrees north/Community Center



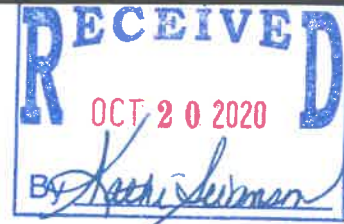
I am writing to request that the City of Cle Elum hold all action on any review/approvals of the 47 degrees north trailer park development until Suncadia meets its obligations under their original 2002 Bullfrog Flats development agreement to provide land and funding for a community center.

1

Chris Martin
PO Box 761
Roslyn, WA 98941
chm.martin@gmail.com
509-699-1163

SEPAResponsibleOfficial

From: Andrew McCaffrey <amccaffr@gmail.com>
Sent: Tuesday, October 20, 2020 10:06 AM
To: SEPAResponsibleOfficial
Subject: Citizen comment against Bullfrog Flats



As a member of the Cle Elum and Roslyn community, I'm writing in against the development of bullfrog flats.

1) Any development, but especially one of this size will destroy habitat of animals, and pressure them to come into the areas that are already inhabited with people. We should not force animals to habituate with our development, but rather protect the areas not developed and further develop in areas already developed. | 1

2) Instead of destroying parts of our woods, we should be creating incentives to further develop the cities, and protect the undeveloped areas. | 2

Andrew McCaffrey

SEPAResponsibleOfficial

From: Sharon Melbardis <sharon.melbardis@icloud.com>
Sent: Tuesday, October 27, 2020 4:55 PM
To: SEPAResponsibleOfficial
Subject: city of cle elum community center



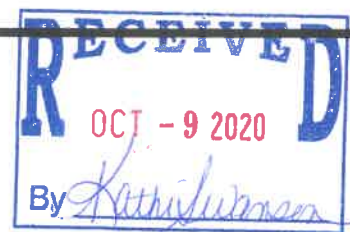
"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Sharon Melbardis
Cle Elum, WA resident
Sent from my iPhone

SEPAResponsibleOfficial

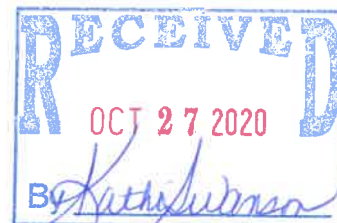
From: seth miller <sethjordanmiller@yahoo.com>
Sent: Friday, October 09, 2020 11:01 AM
To: SEPAResponsibleOfficial
Subject: Suncadia's promise



Hi my name is Seth Miller. I live off of exit 78. I am a business owner in the city of Cle Elum. I would like to see both the city and Suncadia act immediately on the community center as promised. I don't know what has been the hold up? Seems like more than enough time has already passed by.

SEPAREsponsibleOfficial

From: Rhonda Moe <rhondamoe490@gmail.com>
Sent: Tuesday, October 27, 2020 4:11 PM
To: SEPAREsponsibleOfficial
Subject: UKC basketball club



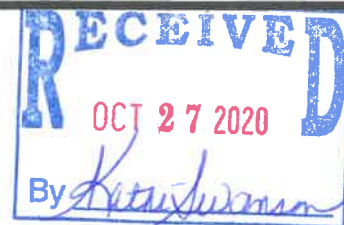
"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

If you could help us get this for our children that would be greatly appreciated. Thanks so much

1

SEPAResponsibleOfficial

From: Theresa Ellison <telovedesign@gmail.com>
Sent: Tuesday, October 27, 2020 9:41 AM
To: SEPAResponsibleOfficial
Subject: Community Center



"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Claude Montgomery
Cle Elum High School Alumni and Lifetime resident

SEPAResponsibleOfficial

From: Personal <najarrandi@hotmail.com>
Sent: Tuesday, October 27, 2020 5:22 PM
To: SEPAResponsibleOfficial
Subject: 2002 Bullfrog Flats Development Agreement



Hi,

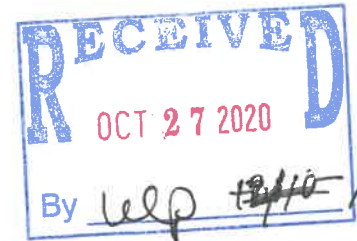
My name is Randi Najar. I live in Roslyn. I feel we are in desperate need for a community center for our area.

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

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Thank you for your time,

Randi



City of Cle Elum

SEPA Responsible Official

The City of Cle Elum must immediately demand in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum.

1

Bill and Sally Nelson

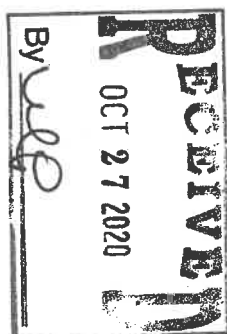
202 Reed Street

Cle Elum



Bill & Sally Nelson
202 Reed Street, Cle Elum, WA 98922

SEPA Official
City Cle Elum



SEPAResponsibleOfficial

From: Pam Nelson <pnelson7@inlandnet.com>
Sent: Monday, October 19, 2020 11:19 AM
To: SEPAResponsibleOfficial
Subject: SEPA review of the Sun Communities/Suncadia land Sale



"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Thank you,

Joe and Pam Nelson

--

Pam Nelson
Payroll Administrator
Accounting Support

(509) 644-2211 phone
(509) 644-5240 direct
(509) 644-3487 direct fax

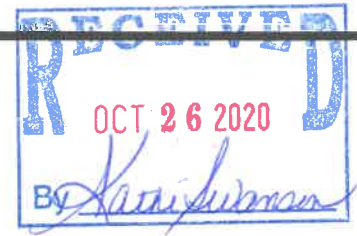


P.O. Box 171
103 S. 2nd St.
Roslyn, WA 98941
www.inlandnetworks.com

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SEPAResponsibleOfficial

From: Beau Nicholls <beaunicholls@gmail.com>
Sent: Monday, October 26, 2020 6:33 PM
To: SEPAResponsibleOfficial
Subject: Comments



To whom it may concern, City of Cle Elum must immediately demand in good legal form that Suncadia immediately fulfill its obligation under the 2002 bullfrog flats development agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center to the city of Cle Elum.

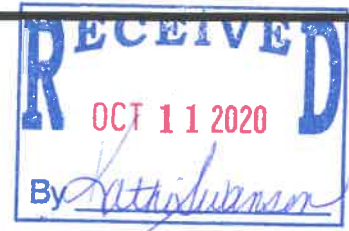
1

Beau Nicholls
3493 Airport Rd
Cle Elum WA, 98922

Sent from my iPad

SEPAREsponsibleOfficial

From: Claire Nicholls <clairenicholls@shoemakermfg.com>
Sent: Sunday, October 11, 2020 10:21 AM
To: SEPAREsponsibleOfficial
Subject: 47 North / Sun Communities SEIS comments



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled. 18 years is way too long – as elected officials that serve the citizens, it is your duty to make this happen now.

1

Claire Nicholls
Cle Elum



Claire Nicholls | Vice President
clairenicholls@shoemakermfg.com
Shoemaker Manufacturing Company

Office: 509.852.3047 | Fax: 509.317.9534
618 E First Street Cle Elum, WA 98922
www.shoemakermfg.com



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for a new [Customer Portal Account](#)*

SEPAResponsibleOfficial

From: Angelina Nicholson <angelina.c.nicholson@gmail.com>
Sent: Tuesday, October 27, 2020 9:24 PM
To: SEPAResponsibleOfficial
Subject: Suncadia Obligation



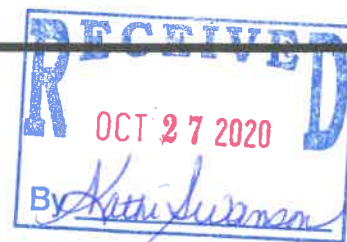
To Whom It May Concern:

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled. | 1

Angelina Nicholson
Cle Elum, WA

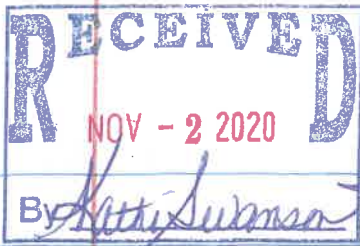
SEPAResponsibleOfficial

From: Tappy O'Cain <tappyocain@gmail.com>
Sent: Tuesday, October 27, 2020 9:55 AM
To: SEPAResponsibleOfficial
Subject: Suncadia Obligation



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Thank you,
Tappy O'Cain



Comments ON 47° North

Thank you for the opportunity to comment.

This proposal is quite different than the original proposal in 2002.

SUN Communities proposal OF MANUFACTURED homes on rented lots AND A LARGE RV PARK is not something good for our Area.

The Life OF A MANUFACTURED home is 35 to 55 years according to The Federal Dept of Housing. The sample designs look cheap AND ROOF'S TOO FLAT FOR SNOW COUNTRY.

SUN Communities Reputation OF high cost to Buy, ever increasing LOT rents AND poor maintenance WAS EASY TO FIND ONLINE.

What will this look like in 100 years? Something COLUMBIA is proud of?

This Document CLAIMS Less impact BECAUSE OF Less permanent housing.

The number of units is the same. The clearing is the same. The employment is a lot less jobs. Temporary jobs during construction from 2025 to 600 and permanent jobs from 1900 to 400. 50 acres less of open space than the original proposal.

This is not affordable housing but a predatory money making deal. There is less land for affordable housing.

The project was always a traffic nightmare but the 625 RU site will be a real nightmare of traffic impacts.

72,368 metric tons of CO₂

By 2051 more than today.

Explain that to your kids and grandkids why they don't get a future. No realistic discussion of the climate effects of removing the forest and adding all that additional CO₂.

No discussion of the adverse effects of RV chemicals on the city's activated sludge wastewater plant.

Regional Wastewater Plant

The capacity of the Regional wastewater plant is not unlimited

TABLE 3.6 - 3 Residences + Population Cumulative Impact Projects.

Shows 5,509 Approved units. Suncadia 4,400 units, City Heights 955, Cle Elum pines 154.

The 4th Amended Regional sewer Agreement Exhibit 10 Allocates ERU's (Equivalent Residential Units) AS FOLLOWS

MPR	3787
Bullfrog UGA	2206
Cle Elum	1184
Rosly/Ronald	1050
s Cle Elum	355
	<hr/>
	8582 TOTAL ERU'S

Cle Elum was over their Allocated ERU's in 2015. Cle Elum pines and City Heights projects were not included in the 4th Amended Regional Agreement. The developers did not pay for capacity at the treatment plant. Suncadia paid for the plant and each community was

Supposed to charge \$3,900 per hookup capital reimbursement charge to pay back SUNCADIA.

How many new connections have been paid. When 40% of capital costs are paid then the communities don't need to collect it any more since SUNCADIA + (Bullfrog UGA)

9 cont'd

~~are~~ ARE allocated 69.9% of the hookups. This capital reimbursement charge was \$3,900 when Roslyn hooked up in 2006.

How much has been paid to SUNCADIA so far?

In the past when questions of CLELUM being over allocation they have used the Bullfrog UGA

exceeded hookups in their column to show they were not over and could keep adding new development. If those ERU's are now needed for the Bullfrog (47° North) where is the extra capacity coming from?

10

* The Regional Plant Exceeded The Hydraulic Capacity in the 2009 Flood. Climate ^{change} CAN CAUSE further extreme weather events. Capacity is a serious

11

issues as is abiding by
the existing agreement
between regional partners.
What does the NPDES
permit say?

The city Heights EIS was
really flawed when it
came to wastewater
treatment costs + changes
and capacity. Please don't
approve another flawed SEIS.
Is the horse park connected
to the city of Cle Elum sewer
system? Will it be in the
future? Does SUNCAD
measure its wastewater flows
to the regional plant? If not
why not?

Capacity at the regional plant ~~should~~
should not exceed agreement. Also
this issue needs to be resolved!

Increased traffic, noise, pollution
fire danger, property taxes and
lower quality of life were all
~~the~~ impacts claimed by Roslyn when
the resort was in the EIS process.
The County EIS said the impacts on

Roslyn would be insignificant
and made up by increased
sales tax revenue. Now
working people are displaced
by wealthy buyers. No place
for locals or their kids,
unless you are selling real estate.
Still no affordable housing.
Still no real family income jobs.
Still no real plan for a sustainable
future for people and
families who live and
work here and who
love this area.

At the public hearing the
county commissioners said they
didn't favor impact fees. Do
you favor impact fees for increased
services for police, emergency, fire,
schools, parks, health care
systems? Don't transfer these
costs to the public. The developer
should pay!

When considering these proposals
you have the future of Upper County
in your hands. Think about
where we are in 2020. Think about

The Climate AND The Future
For your kids AND grand kids.
THINK ABOUT OUR WORKING
CLASS HERITAGE + VALUES
Imagine a clean + well planned
FUTURE neighborhood in OCEANUM
WHERE your kids COULD AFFORD
A home on A LOT they owned.
A new development with
SOLAR + WIND power +
Everything within walking
distance to minimize
vehicle traffic. - Development
THAT utilizes Low Impact
techniques THAT minimize Forest
Removal AND The creation of
impervious SURFACES. The project
could provide AFFORDABLE housing
for LOCAL people who work here.
AFFORDABLE housing WAS MISSING FROM
THE Resort EIS AND is reduced
in this plan. In our community
AFFORDABLE housing HAS BEEN
ELIMINATED in a REAL ESTATE FRENZY
BASED ON NOTHING. MY OWN HOME WAS
increased in Assessment from \$99,000 TO
\$217,000 in 2 years.

CONSIDER THE FOLLOWING

- ① A predatory real estate scheme where Buyers purchase manufactured homes at high prices on a lot they never own is not affordable housing. PLEASE DON'T ALLOW THIS TO HAPPEN.
- ② Climate Impacts need to be considered in a serious way. A giant RV park is also not what was intended in 2002. Future planning assumes that we have a future. IF we continue like this plan your kids and grandkids will not have one. Ask them if climate change is real.
- ③ "vested projects" like Cle Elum pines have no capacity in the Regional sewer plant. City Heights has no capacity in the Regional sewer plant. Do they have capacity in the water plant?
Developers need to pay for treatment plant capacity upfront. These costs

Are Being Shifted to the ratepayers without their knowledge or consent.

(4) Stop Approving Flawed Environment Assessments. City Heights EIS was a Bad Plan. The wastewater analysis claimed the treatment costs for wastewater from over 800 homes at \$8,000 annually. I wondered at the time why Roslyn + RONALD were being charged over \$100,000 per year for less homes. Now that plan is vested. The developer needs to pay for plant + infrastructure up front before construction starts.

(5) CleElum needs to Abide by signed Regional Agreements when considering these projects. Regional capacity as assigned by Exhibit 10 of the 4th Amendment Regional Agreement.

CleElum + 5 CleElum Exceeded their capacity in ERU's in 2015 or before.

EXHIBIT
10 PRO'S
RCE'S

This document
OF ACTUAL

SUNCADIA	3787	-	4400
BULLDOG VCA	2206		0
CLEELUM	1184		1247
5CLEELUM	355		383
ROSLY/ROVALD	1050		787
	8582		
city heights			955
CLEELUM pines			154

How CAN SUNCADIA Build 4400 units
with 3787 TOTAL RCE'S?

CLEELUM'S 2016 reported RCE'S
1247 When 1184 WAS ALLOTTED
AND NOW HAS "vested" 1109
more Homes without capacity
at the plant. The developers of
CLEELUM pines & city Heights PAID
NOTHING FOR Treatment PLANT
CAPACITY. How does this
work?

Current Reported RCE'S should
Be included in this ANALYSIS
OF CUMULATIVE IMPACTS.

Construction continues in all the
communities while PLANS ignore

The regional sewer Agreement
The LACK OF CAPACITY FOR
These "vested projects" AND THE
OVERRUN OF ALLOCATED RCE'S
BY CleElum AND S CleElum
NEEDS TO BE RESOLVED.
CleElum CANNOT CONTINUE TO
IGNORE ITS RESPONSIBILITY AS
OWNER/OPERATOR OF THE REGIONAL
WASTEWATER PLANT. Revised
ENGINEERING REPORTS ARE NOT
SIGNED LEGAL AGREEMENTS.
CleElum HAS LEGAL AND MORAL
OBLIGATIONS TO YOUR NEIGHBOR
IN THE LOCAL COMMUNITIES THAT
SIGNED THIS AGREEMENT.

THE BULLFROG UGA 47° NORTH PROJECT
AREA HAS 2206 HOOKUPS PAID
FOR BY SUNCADIA. THE AREA
WILL BE DEVELOPED. THE OTHER
PROJECTS DON'T HAVE HOOKUP CAPACITY AT
THE PLANT.

PLEASE DON'T APPROVE THIS PROJECT
WITH 30-50 YEAR HOMES OR RENTED CO
~~THE~~ ONLY APPROVED DEVELOPMENTS WITH A
SUSTAINABLE FUTURE THAT PROVIDE AFFORDABLE
HOUSING FOR YOUR KIDS & GRANDKIDS TO OWN

6) In 2020 Do we really want
To construct 1000's more
homes in pine forest land
along I 90 corridor - with
wind + wild fire dangers
growing each year from
climate change.

Should we risk the lives of
local firefighters to protect
thopy homes that should not
have been built in that
environment?

What can Roslyn or Ronald
residents do to prevent the
ever expanding UGA's and
"vested projects" that urbanize
the area that separates our
communities.

7) Imagine a future of 300 motorhomes
going thru the roundabout on
Bullfrog Rd and 903 at the
same time. Imagine it on
Memorial Day weekend with an
event at the horsepark.
What are we thinking about here?
How many metric tons of CO2

⑧ - PLANNING Decisions made
ALmost 20 years ago had A
MAJOR impact on our upper
county communities.

PLEASE don't Allow your
decisions To Be Based
SOLEly on money.

Do what is Best For
OUR FUTURE.

Joe Peck

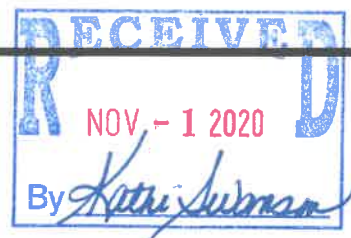
JOE Peck

Box 1

Roslyn, WA. 98941

SEPAResponsibleOfficial

From: kristijrainwater@gmail.com
Sent: Sunday, November 01, 2020 8:57 PM
To: SEPAResponsibleOfficial
Subject: Bullfrog Flats Development Agreement



The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

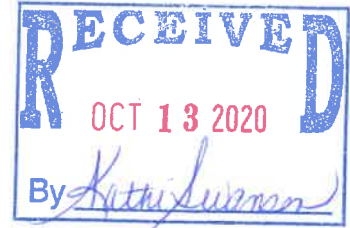
*Kristi Rainwater
South Cle Elum*

Sent from Mail for Windows 10

✓

SEPAREsponsibleOfficial

From: Jim Reed <jreedmd@msn.com>
Sent: Tuesday, October 13, 2020 7:02 PM
To: SEPAREsponsibleOfficial
Subject: Community Center for Upper Kittitas County



Dear Cle Elum City Council,

It has come to my attention that a promise of land and money given to Cle Elum by Suncadia has not been fulfilled.

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Please add this to your next meeting agenda and take action.

Sincerely,

James E. Reed, DDS, MD
3570 Summit View Rd.
Cle Elum, WA



SEPAResponsibleOfficial

From: Mike Reimer <cmreimer@hotmail.com>
Sent: Tuesday, October 13, 2020 3:17 PM
To: SEPAResponsibleOfficial
Subject: Community Center



Dear Mayor, City Council and others of Concern:

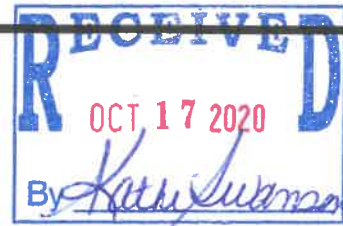
It's time that the City of Cle Elum enforce a previous agreement between Suncadia and the City. Suncadia must fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats and associated development must cease until this obligation is fulfilled. Thank for your consideration.

1

Mike Reimer, Property owner
Vistas at Cle Elum
253-606-9752 cell

SEPAResponsibleOfficial

From: annrisvold@aol.com
Sent: Saturday, October 17, 2020 4:50 PM
To: SEPAResponsibleOfficial
Subject: 47 Degrees North (Bullfrog Flats)



I have lived in the area only 3 years, but even so have heard a lot about the 12 acres and \$5.8 million promised to the City of Cle Elum from Suncadia in 2002. My understanding is that Suncadia now is hedging on that promise by tying the land and money to the sale of Sun Communities.

It makes no sense to me that the City would allow Suncadia to renege on the deal made so long ago. Their pending sale seems completely unrelated to the promises made in 2002.

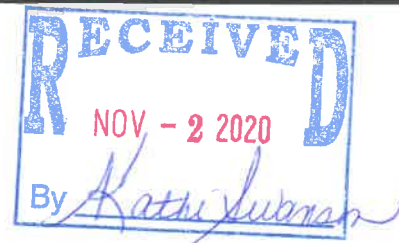
I would like to see the City bring an end to the stalling and insist that Suncadia fulfill its obligations immediately. Otherwise, if we lose out on this opportunity it's our own fault, which is inexcusable.

Thanks for your time.

- Ann Risvold
PO Box 37
South Cle Elum, WA 98943

SEPAResponsibleOfficial

From: Glenn Rudolph <glennrudolph46@gmail.com>
Sent: Monday, November 02, 2020 10:53 AM
To: SEPAResponsibleOfficial
Subject: bullfrog flats



To SEPA Responsible Official

I am a resident of Roslyn and I'm writing to express my concern about the impacts of the massive development planned at Bullfrog Flats. The project, which will double the size of Cle Elum, will also impact Roslyn and, in fact, is as close to downtown Roslyn as it is to downtown Cle Elum. 1

The developer, Sun Countries, is relying on a previously approved development proposal that differs significantly from their current one. The current Sun Countries project includes, in addition to a modular home community, a 600-space RV resort. This is substantially different from the previously approved conventional subdivision and should be considered separately from the modular home portion of the Sun Countries proposal. The RV resort is not a housing development—it is a private business. It will have impacts of a different nature than a housing development. I ask that the RV resort portion of this proposal be subject to a new and separate SEPA approval. 2

In proposing a project that will double the size of Cle Elum, the developer is subjecting our community to a wide array of impacts. We will need: more schools, more police, better roads, more firefighters, an expansion of our medical facilities, a larger garbage transfer station, and an assessment of our waste water treatment capacity. The developer does not address any of these issues—I assume that will fall on us, the taxpayers. I ask that the development be delayed until these problems have been studied and mitigated. 3

Our towns are subject to wildfire. The study linked here rates our area at HIGHER risk than the Camp Fire in Paradise, CA that took 85 lives and destroyed 19,000 buildings. <https://www.azcentral.com/in-depth/news/local/arizona-wildfires/2019/07/22/wildfire-risks-more-than-500-spots-have-greater-hazard-than-paradise/1434502001/> And in addition to local residents, in the summertime we also have large concentrations of people in the campgrounds up the road from us. If there's a fire, how can we all leave? The area at Bullfrog Flats will be blocked by traffic from a development equal in size to Cle Elum itself. This is unacceptable. If the development proceeds, there must be accommodation made for new access and exit routes. 4

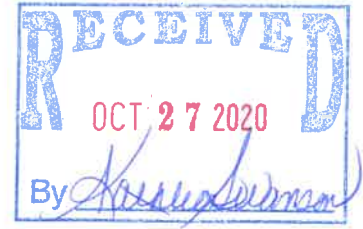
Please consider these objections and act accordingly.

Thank you,

Glenn Rudolph
 PO Box 601
 Roslyn, WA 98941

SEPAResponsibleOfficial

From: Michelle Santa <michelle@santainc.net>
Sent: Tuesday, October 27, 2020 3:56 PM
To: SEPAResponsibleOfficial
Subject: Bull Frog Flats Community Center



To whom it may concern:

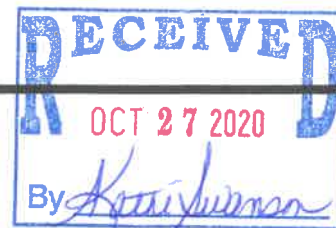
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled

1

Michelle Santa
1091 Big Creek Road
Cle Elum, WA 98922

SEPAResponsibleOfficial

From: Travis Santa <travis@santainc.net>
Sent: Tuesday, October 27, 2020 9:47 AM
To: SEPAResponsibleOfficial
Cc: ICE Michelle Santa
Subject: Require Suncadia Fulfill its Obligation to the City of Cle Elum



To whom it may concern:

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled

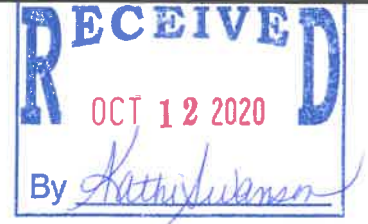
1

Travis Santa
1091 Big Creek Road
Cle Elum, WA 98922

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SEPAREsponsibleOfficial

From: Paul Schmitt <paulmschmitt@gmail.com>
Sent: Monday, October 12, 2020 9:37 AM
To: SEPAREsponsibleOfficial
Subject: support a community center



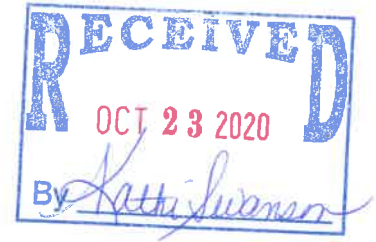
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Paul Schmitt
Roslyn

**SEPAResponsibleOfficial**

From: Lauren Segarra <laureneosegarra@gmail.com>
Sent: Friday, October 23, 2020 11:24 AM
To: SEPAResponsibleOfficial
Subject: 47 North proposed development comment



Hello,

I am a resident of Ronald, WA, and I am commenting in opposition to the 47 North development plan for the Bullfrog Rd area. Our small community is already so heavily impacted by outdoor tourism, it seems irresponsible to develop our beautiful open spaces with a 627-unit RV resort. Our town is already inundated by tourists during the summer and it has impacted locals' ability to enjoy the forests, rivers, wilderness, and natural areas that surround our beautiful home. Additionally, our upper county community's local resources are stretched to the breaking point with only having access to one grocery store (Safeway in Cle Elum), minimal hospital or healthcare access, and infrastructure that would not support an influx of community members.

1

The RV resort included in the plan is simply ridiculous and does not meet any needs of regular citizens of Upper Kittitas county.

2

Although housing is definitely scarce in Kittitas county, the minimal amount of affordable housing that is included in the 47 North plan would not accommodate the needs of regular citizens of the county. Incomes in our rural county are simply not high enough to afford the rising costs of housing which are being driven by wealthy folk purchasing second homes as vacation homes.

3

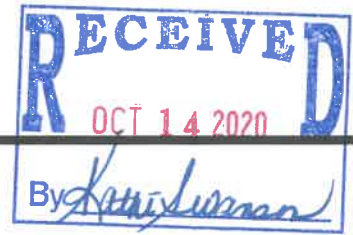
Please reconsider the development plan as it is not fit for the needs of Upper Kittitas county residents.

4

Thank you for your time!

Lauren Segarra

Ronald, WA
98940

**SEPAResponsibleOfficial**

From: SANDY SHOVLAIN <sandrawic@msn.com>
Sent: Wednesday, October 14, 2020 1:49 PM
To: SEPAResponsibleOfficial
Subject: Fw: Comments on 47 north RV RESort Residences development off of Bullfrog Road

Hope this goes thru. See message below. SAndra Shovlain

From: SANDY SHOVLAIN
Sent: Wednesday, October 14, 2020 1:45 PM
To: SEPAResponsibleOf-ficial@cityofcleelum.com <SEPAResponsibleOf-ficial@cityofcleelum.com>
Subject: Comments on 47 north RV RESort Residences development off of Bullfrog Road

My name is Sandra Shovlain, I live at 123 Pacific Ave. W Ronald, WA.

I did put in comments months ago responding to the development along the Bullfrog road.

The response I saw from this committee was dated in 2000 which was responds used for the Suncadia development.

I thought that response was outdated 20 years ago. My question now is what has been done to get ready for this huge development?

I do see by the garbage dump looks like new dump is being built. Is this true?

Please update me on the services that are needed to take place to accommodate all new residents to the area.

Update me on 1. School (any new school being built?)

2. Store-- Safeway is only store in town to serve Ronald, Rosyln and Cle Elum. Is there going to be another store being built?

3. Medical office for more medical providers

4. Another Medical ER.

5. Additional support from police and fireman?

6. Infrastructure? Widen Bullfrog road to accommodate increase in population use.

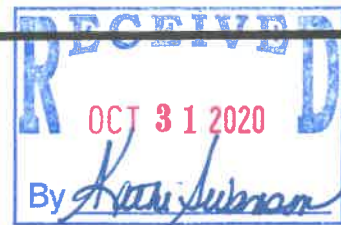
Sincerely,

Sandra Shovlain at sandrawic@msn.com phone 253 377-9286

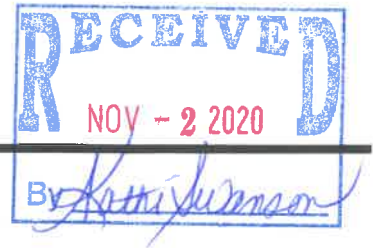
1
2
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7

SEPAREsponsibleOfficial

From: Lauren Shuck <bingshuck@inlandnet.com>
Sent: Saturday, October 31, 2020 12:14 PM
To: SEPAREsponsibleOfficial
Subject: 47 Degrees North SEIS



The proposed RV resort in both alternatives fails to adequately account for the impact of the RV population on our existing parks, trails and the Roslyn Urban Forest. | 1
Many RVers will not confine themselves to the proposed recreational amenities found on resort grounds and will seek other venues throughout the upper county. | 2
Many trail heads have inadequate parking for our existing population. Overflow parking creates traffic and environmental hazards which need to be addressed and mitigated. | 3

**SEPAResponsibleOfficial**

From: Veronica Soderstrom <soderstromvj@gmail.com>
Sent: Monday, November 02, 2020 1:57 PM
To: SEPAResponsibleOfficial
Cc: A-ICE (husband Mark); Virginia Soderstrom; Krystyne Soderstrom
Subject: Comments for Bullfrog Flats

Dear Ms. Temple,

This email with comments on the Bullfrog Flats development and Sun Communities is respectfully submitted for consideration by myself, Veronica Soderstrom and on behalf of my family, Mark, Virginia, and Krystyne Soderstrom. We are all registered voters in Cle Elum, and Virginia is a small business owner. I would like to include and endorse the comments of Tom Uren at the end of this email as well.

As the last few months of our lives have shown us, the ability to work and go to school remotely has allowed for traveling while working. Our communities were inundated with visitors even when vacation rentals, hotels, and designated campgrounds were closed. No longer do we deal with "weekend" traffic. This extra stress on our roads, emergency services, cell and wireless connectivity, and grocery availability should serve as a warning of what's to come if we don't properly prepare for the inevitable development in and around Cle Elum.

Of considerable concern to me is the developer, Sun Communities. Before we decide to go forward with this development, the City should contact local governments where Sun Communities has already established roots. How did the development impact the existing community? Did the Developer follow through with improvements identified before getting approval? Is having a development of this sort actually a benefit? Were there significant changes to their crime, public health, emergency services, and traffic stats? Any negative impacts? Positive impacts?

Having manufactured homes and RVs at such a large scale in our remote and forested community scares me. I do hope that the City will require fire suppression systems in these homes as the County has required of new homes built within our forests. If we are to strive to be a Fire Wise community, that should include all new developments. What happened in Paradise, CA is the stuff of nightmares. We dodged a bullet during the Jolly Mountain Fire, and we know it. Will wood burning fires be permitted? Inside or outside? Natural gas already runs to Suncadia/Tumble Creek. The City could require the Developer to hook into that line to serve the development.

As our roads exist now, Hwy 903 and Bullfrog Road are the ONLY emergency evacuation routes for Roslyn, Ronald, Suncadia/Tumble Creek, Pine Loch Sun, and all the homes and campgrounds along Lake Cle Elum and that entire upper valley. Adding about 1300 new homesites to that already stressed road system could prove disastrous. I encourage the City to require the Developer to look at connecting to Cle Elum via Douglas Munro Blvd at minimum. The intersection of Douglas Munro Blvd and 1st Street with the I-90 ramp feeding onto 1st Street is already very busy, but the City could insist the Developer pay for improvements to include traffic signals. This would result in another safe route should an emergency befall our community.

The following are the words of Tom Uren, and I would like to have them again considered as the words of myself and my family:

In my opinion the SEIS is not adequate and needs to address the hard questions of cost and required public funding vs benefits. Here are my comments:

Ms. Temple,

Below are my comments on the 47 Degree North SEIS and Technical Reports. Please enter these into the record for the project.

General Comments on the proposal

The approximate population of the Cle Elum, Roslyn, South Cle Elum regional area per the SEIS is 3,350 people. The approximate population of the City of Cle Elum is 2,200 people. Proposed Alternate 5 would add 2,809 people, increasing the area population by 84%. Proposed Alternate 6 is somewhat smaller, but would still add 2,430 people (or equivalents), increasing the area population by 73%. Either alternative would more than double the size of the City of Cle Elum alone.

This near doubling of the population will have significant impacts across the board to local facilities and services, even services and facilities that are not normally considered in detail in typical SEIS's. Doubling of a population tends to do that. For instance, as just a few examples: the police department will need to double in size, the Cle Elum transfer station will be over capacity and weekend queue lengths will likely be seriously congested, the local school system will be 30%+ over capacity and in addition to many new teachers, the schools themselves will need to be expanded and/or the children housed in portables. Every public infrastructure system in the region that will be expected to provide services to the project, whether City, County or special district, needs to be examined in detail, expansions or mitigations needed to service the proposal need to be detailed and all of the costs to expand services (personnel) and facilities (capital costs) need to be tabulated so that the public is informed of the actual cost and where costs will be assigned. Currently the SEIS does not do this. If some costs are to be borne by the public, either from general revenue, bonds and/or increased taxes this should be disclosed, to determine if they are significant impacts. If all costs are not disclosed then the SEIS will be inadequate (as it is currently).

At the present time, based on what I've read in the SEIS the developer does not appear to be proposing to fund any of the required infrastructure expansions, with the exception of a relatively small partial contribution to traffic mitigations that will not adequately fund needed improvements. This means either the improvements will not be made and levels of service for all services in the region will drop, or costs of making the necessary infrastructure improvements will be borne by the public. Obviously an expansion of the City's tax base will increase revenues, and details are provided in the SEIS. The fiscal analysis describes a generally positive picture for the City of Cle Elum, that revenues will go up faster than costs and therefore the project will be a net benefit, at least to the city (the school district and other special districts however look to be net losers). However, the fiscal analysis is misleading because it includes only increased personnel and operating costs but does not include costs for capital improvements/facility expansions that are needed to support the near doubling of the population. This is a significant deficiency of the SEIS. If funding by the public is required to expand facilities to accommodate the proposal it needs to be disclosed.

General Comments on RV Resort

The proposed Alternative 6a 627 space RV Resort would be the largest RV park facility in the state of Washington (based on internet research). The local RV park in Ellensburg (85 units) that is used to develop some of the statistical parameters to evaluate impacts for the proposal is only roughly 10% the size of the proposed RV resort and is not close to the same type of facility in terms of design, amenities and programming. The RV Resort will likely be a major regional attractor. To put the RV facility in perspective, during the summer and peak periods it will likely have a population equal to or greater than the City of Roslyn. There is no data or analysis in the documents to show why it is reasonable to extrapolate statistics from a small local RV park to apply to a massive RV resort project. Other statistical elements of the RV resort

provided in the SEIS (for instance occupancy rates, trip generation, assuming 941 equivalent population for the RV Resort) appear to be back of the envelope estimates with no data to back up the assumptions. Given the size and impact for this facility, the SEIS and technical reports should provide statistics on similar size and scope RV resort projects to justify assumptions used in the analyses, trip generation, occupancy rates, police call generation, etc. Without some level of backup data to support assumptions the results of the RV Resort impact analysis must be considered suspect and inadequate.

Having the RV Resort analyzed accurately (and separately) is critical because of its size and impacts, but also because it is a private business. Because it is a private business, no public funds should be used to support it. If the current SEIS analyses understates impacts of the business and as a result public funds are needed to correct impacts (for instance for improvements to Bullfrog Rd project entrances or for increased police service) these public expenditures would be wholly inappropriate.

All impacts, and revenues, resulting from the RV Resort should be tabulated so that they can be viewed separately from the larger Alternative 6 proposal. While it can be construed that there might be some legal mandate to support adding residential housing on this site because of past approvals and to meet WA state GMA targets, there is no legal mandate to allow any specific type of private business, particularly one as large as the proposed RV resort. Therefore, the public, and the City, should be able to easily compare the prospective benefits and impacts from this business proposal to inform all decisions.

General Comments on Bullfrog Flats View Corridor

The Bullfrog Flats corridor, and its visual characteristics, is a critical cultural and recreational feature for the Upper Kittitas County region. The road is the gateway to upper valley recreation, camping and tourist activities. It's the first (and last) thing visitors experience when they exit I-90 and proceed up-valley. Its forested character contributes significantly to the "mountain" experience which supports regional recreation and tourism, which are important aspects of the upper valley economy. The importance of the Bullfrog Rd corridor has long been recognized, as evidenced by the 400 to 600 ft buffer provided by the Suncadia Resort when it was approved. If the look and feel of this corridor is significantly diminished, if it is transformed into an urban type experience, the character, and possibly the economy of the upper valley, will be significantly adversely affected.

The developer is proposing a 100 ft buffer along most of the Bullfrog Rd. Corridor. The SEIS states that all but one location abutting the RV Resort "Views of proposed development on the site (e.g., RV resort uses) would be completely blocked by the density of the existing trees associated with the approximately 100-foot on-site forested buffer that would be retained along the perimeter of the site in this area". This is factually incorrect. Development on the site will not be completely blocked by a 100 ft buffer. Further discussion is provided in comments below. This is a significant adverse impact which can relatively easily be mitigated by the project by providing additional and appropriate buffer widths to obscure the development from view. On a site as large as this, sufficient area is available to do so without interfering with project objectives.

Comments on Public Services Section

For Alternative 5 (1,334 single family units, 2,809 new residents, commercial/industrial area) the SEIS shows that:

An additional 7 to 12 new police officers will be needed to serve the project (more than doubling of the current force). An Additional 3 full time professional fire fighters will be required. 6 new EMT's and 7 new paramedics will be needed. The local medical clinic will require an additional physician, 5 APC's and 6 RN's. For Schools, this alternative would add 337 new students, which would exceed current school capacity by about 35% and require 23 new teachers and 6 to 7 new buses. As the school is essentially now at capacity, additional classrooms will be required. The SEIS should provide detail on how these additional students will be housed.

For Alternative 6 (707 units (SF and MF), 1,489 new residents, 600+ unit RV Resort, commercial area) the SEIS shows that:

An additional 6 to 8 new police officers will be needed to serve the project (doubling of the current force). An Additional 3 full time professional fire fighters will be required. 4 new EMT's and 5 new paramedics will be needed. The local medical clinic will require an additional physician, 5 APC's and 4 RN's. For Schools, this alternative would add 177 new students, which would exceed current school capacity by about 20% and require 23 new teachers and 6 to 7 new buses. As the school is essentially now at capacity, additional classrooms will be required. The SEIS should provide detail on how these additional students will be housed.

For either alternative, the SEIS provides no actual detail on what improvements/expansions to facilities and equipment are needed to support the new officers, firefighters, EMT's, teachers, etc. that will be required by the project. The SEIS does recognize qualitatively that new facilities, classrooms, etc. will be required, but not in sufficient detail to estimate costs that can be included in the Fiscal Impacts and Economic Analysis. Costs for required public facility expansions (new police station, new classrooms, new fire fighting apparatus, etc.) could easily reach many tens of millions of dollars. From a land use process perspective at this point it may not be determined how exactly all of these costs will be funded, but they definitely need to be funded somehow and therefore they need to be included in the SEIS and Fiscal Analysis. This is a significant impact of the project and the absence of this information makes the SEIS fundamentally inadequate, preventing the public from seeing the full magnitude of project costs and impacts. Capital improvement and equipment costs need to be detailed, estimated and included.

Comments on Utilities Section 3,14

Solid Waste

the SEIS states "The Cle Elum Transfer Station is reported to be near capacity based on the number of cars queued at the station on Saturdays." Currently, other than this general statement the document contains no detailed analysis of impacts. This is inadequate because queue lengths at the Transfer Station are a direct impact to current residents and have a direct impact on the rate of illegal dumping on local roads. The SEIS should include a detailed analysis of the existing level of service (queue lengths) at the Transfer Station, the impact of the proposal on these queue lengths, measures to mitigate increases in queue length/capacity, who will pay for these mitigations and if they will be constructed concurrently with growth. Any costs to expand transfer facilities should be included in the fiscal analysis.

Sewer

The SEIS states "The City confirmed that the wastewater treatment demand is within the capacity of the City wastewater treatment plant, which was designed to accommodate the project," but no detailed data and tabulation of existing WWTP capacity, number of connections, residual capacity is provided. The City's WWTP serves Suncadia, Roslyn and Ronald in addition to the City's service area. By agreement these entities all have reserved capacity in the WWTP to serve their individual service areas, therefore there is wider interest in potential impacts to WWTP capacity than just within the city itself. A doubling of the City's population, and presumably a doubling of its flows to the WTP, is significant. A WWTP expansion, if it were ever needed to accommodate growth, would be extremely expensive. The City apparently has data that led it to conclude that sufficient capacity exists to serve the proposal. The SEIS should include this data.

Comments on Fiscal and Economic Analysis

The fiscal analysis does not include all of the costs needed to accommodate the proposal. It includes estimates of increased personnel and operating costs for the City and special purpose districts serving the area but does not include the cost of capital improvements/expansions/equipment needed to support the proposal. As examples (but not a complete list):

Per the SEIS between 10 and 15 intersections will need to be improved to meet level of service standards. The cost could easily reach \$10 to \$15 million (or more). The developer appears to be proposing funding a very small portion of this amount. If that is accurate, presumably the city/county will be required to fund the remainder, either from the general fund or via bonds (increased taxes). This is a significant cost which should be included so the public and decision makers can assess impacts. Per the SEIS school populations will increase by 20% to 30% exceeding the capacity of current school facilities. How will these new students (and the 12 to 23 new teachers) be housed? The SEIS provides no details. New schools or school expansions are very expensive (many millions of dollars, or tens of millions if new schools are required). This is a huge undisclosed impact. It appears the developer is not proposing to fund school expansion so presumably the public will need fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the school expansions or if a general tax increase is necessary. Per the SEIS the size of the police force will need to double. Facility improvements and equipment additions will likely be needed to accommodate a doubling of the police force, but no details or costs are included in the SEIS. It appears the developer is not proposing to fund police facility expansion so presumably the public will need to fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the police facility and equipment expansions or if a general tax increase is necessary. The SEIS Section 3.14 states that the Cle Elum transfer station is currently operating at capacity and the additional stream of solid waste (garbage) from Alt's 5 or 6 would exceed the current capacity requiring expansion of the facility. The cost of this expansion is not reported in the SEIS fiscal analysis. It appears the developer is not proposing to fund this expansion so presumably the public will need to fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the facility or if a general tax increase is necessary.

As this land use process progresses the City's responsible officials will determine what costs or improvements can be assigned to the project developer, which will be funded by the City's general fund, which will be funded by new bond issues (increased taxes), which will be funded by special purpose districts, etc. but unless all the capital facility and equipment costs are included and the bottom line cost accurately tabulated, the SEIS will not adequately disclose the true impacts and the public and city officials will not be adequately informed. The SEIS Fiscal analysis should include all costs required to serve the project.

Comments on TENW traffic report (Note: comments are provided on the transportation source document, but not specifically on the transportation section of the SEIS. However, all comments on the TENW traffic report should be construed to apply to the applicable sections of the SEIS proper)

General - The upper county is not a "typical" urban area. The economy, land use and traffic patterns of the upper county is primarily driven by recreational use and seasonal tourism. There are a number of statements in the Traffic report that imply that "standard" engineering assumptions for typical urban development are appropriate, and that busy weekend peak hours need not be mitigated because they are so short. Heavy seasonal and weekend recreational use IS the normal for the upper county against which impacts of the proposed project should be measured. I believe that the traffic impacts for weekday periods is somewhat overstated and that impacts during peak summer weekend periods are significantly understated. To the extent that the traffic analysis, and subsequent mitigation assumptions, are based on trip generation/distribution from "typical" urban areas that are non recreational/tourist oriented, they must be revised to focus on actual area patterns.

Page 5, paragraph 2: The report states "it is not standard traffic engineering practice to mitigate for traffic conditions that only occur for a few hours a week during the summer months". I don't believe this to be true, there are no specific engineering standards for mitigation. Requirements for mitigation vary by jurisdiction. The City of Cle Elum may (or may not) decide to mitigate specific project impacts after viewing the data. Regarding mitigation for short period impacts, if there was a standard or code as cited, then no stadium project, event, or other short but significant project would ever be required to mitigate its impacts. The report should remove references to engineering standards for mitigation.

Section 2.5 (1st paragraph) and Fehr memorandum (page 2) states the Kittitas County model was calibrated with 2019 weekday PM traffic counts, but the traffic counts, locations, dates and times gathered, do not appear to have been provided in the report. This information should be included for public review, as it is not possible to assess the validity of model predictions without this information. It is well known locally that there are intersections in the study area that currently operate at LOS F during peak summer periods when I-90 is at capacity. This does not appear to be reflected in the study as an existing baseline condition.

Section 2.5 (1st paragraph) states that traffic counts at intersections 21 - 24 were collected in December and then increased by 64 percent using WSDOT guidelines to estimate peak summer conditions. This is not accurate and significantly understates existing summer peak period traffic. Intersection 21 (Roslyn - Pennsylvania and 903) currently operates at LOS F during peak summer periods, not LOS C as shown. Current wait times significantly exceed the 17 to 20 sec stated in the report and so the impacts of the proposal in future years are understated. At peak times the traveling public uses local side streets to bypass congestion on 903 through Roslyn, causing impacts to Roslyn residents. The additional traffic from the proposed development will significantly worsen the situation. The SEIS consultant team should meet with City of Roslyn staff to verify existing conditions and update the models to accurately reflect existing conditions and accurately report project impacts.

Section 2.5 (1st paragraph) traffic counts at intersections 21 - 24: The upper county/Roslyn has numerous festivals, events and iconic businesses during the peak summer season that are major attractors that significantly affect traffic patterns, trip generation and parking needs during peak periods. These events have been going on for many years, some for decades, and are effectively part of the baseline. Surely the proposed development will similarly be attracted to these events and downtown Roslyn. The trip distribution in the SEIS does not appear to include this attractiveness, and the trip distribution to Roslyn during peak periods seems very understated. The SEIS consultant team should meet with City of Roslyn staff to verify existing model distributions and update to accurately reflect existing conditions and accurately report project impacts.

Section 2.5 Future 'Baseline' Traffic Volumes - The I-90 Snoqualmie Pass East widening project appears to be inducing more traffic and growth in the Upper County area (both permanent residents and recreational use), and with the next phase to Easton underway this is likely to accelerate. Do the traffic growth assumptions include this induced growth as baseline? What magnitude was assumed?

Section 2.6 Existing Intersection LOS, Table 7 - As noted above the LOS at intersection 21 is not LOS B. It frequently operates at LOS F during peak summer periods.

Section 2.6, Page 25 last paragraph - The report states "it is not standard traffic engineering practice to mitigate for traffic conditions that only occur for a few hours a week during the summer months". See comment above, this statement should be removed from the report.

Pages 28 & 29, Future baseline conditions - Intersection 21 currently operates at LOS F. Report should be revised accordingly

Sections 3.4 & 3.17, Trip Generation For both Alternatives 5 and 6 it appears that trip generation for the residential portion assumes typical Urban type development trip generation patterns where peak trips are to and from employment centers during PM peak hours. However, upper county does not follow typical Urban Development patterns as noted above. It is likely that either Alts 5 or 6 will contain significant amounts of "2nd houses" for weekend use and rental (unless prohibited by deed restriction). This weekend use pattern will drive up the trip generation to and from the site during the Friday and Sunday peak periods and so the analysis as currently completed may well understate the impacts of the proposal during these periods. The analysis should be revised accordingly.

For Alternative 6 RV resort see General Comments on RV Resort above. The parameters and statistics used to assess RV Resort impacts are based on much smaller RV parks. Additional data based on facilities of similar type and size should be provided to verify model assumptions.

For Alternative 6 RV resort, what is the basis for trip generation? I could not find a separate trip generation table for the RV resort in the report and it appears that weekend trips to the resort by RVs are understated. Unless specific studies are provided to the contrary, it would seem logical to assume that many, if not most, RV sites will turn over on weekends, significantly driving up the trips and impacts.

Before a new supermarket is built in the proposed commercial center (2031), the only full service supermarket in the upper county is Safeway at W 1st st and Douglas Munro Blvd. Being the only supermarket, it is a major traffic attractor and its "attractiveness" could be understated by standard ITE criteria. The effect is magnified by the recreational use patterns as many weekend visitors stop at the Safeway before continuing, to their ultimate destinations, particularly on Friday afternoon/evenings. Has this clearly known effect been included in the models? If the traffic analysis assumes that a supermarket in the commercial area will reduce offsite impacts then there should be a specific timeline and commitment by the developer to have the new supermarket constructed at a specific date. If the timing of a new supermarket will be allowed to be driven by market conditions, then the study should provide clear justification for any timing that is assumed.

Sections 3.2, 3.3, 3.14 & 3.15, Roadway Network, Site Access and Circulation While the site is located in the City's urban growth area, it is essentially "disconnected" from the City proper. The SEIS should study the possibility of extending a new arterial road from the residential portion of the site directly to Douglas Munro Blvd. to provide direct connectivity to the City's primary Urban Area, businesses, services, a second access to I-90 as well as access to the future low cost housing site (which currently has no access point shown on the site plan). It would also reduce impacts to Roslyn, Ronald and other residences along 903.

Sections 3.6, 3.7, Future Intersection Volumes / LOS - The impacts at Intersection 21 (903 and Pennsylvania in Roslyn) are understated - see above

Table 23, Page 57, Site Access LOS Summary - Table 23 shows that every project entrance will fail during summer peak periods. Bullfrog Rd and 903 are critical ingress/egress roads for the region, for both residents and weekend visitors that come and go from I-90 to up valley areas. It is the "Front Door" to up valley areas. The traffic report should detail what these LOS failures actually mean for the traveling public headed up valley but not going to the project, what level of congestion, length of queues and delays on the main road, etc, To the extent that new congestion on Bullfrog and 903 caused by the project makes it more difficult to proceed up valley this will result in significant impacts and should be disclosed (and mitigated). Congestion that degrades the experience of weekenders headed up valley WILL impact up valley towns and businesses.

Section 3.8 & 3.19 - Have WSDOT or Kittitas county been consulted about replacing stop controlled intersections on SR 903 and Bullfrog Rd with roundabouts to match existing facilities that abut the project? Current WSDOT guidelines generally show a preference for roundabouts at all new access points of major developments. Roundabouts at site access points should be included in the study.

Section 4 - Mitigation Measures - Impacts, and mitigations, for all weekend peak periods should be included (see above).

Contribution of funds based on the project's calculated proportional share of impacts is not adequate, or effective, mitigation unless the contribution is made to an actual Public Capital improvement project that is scheduled for construction prior to or concurrent with the timing of the impact (concurrency). Partial funding that does not result in road or intersection projects being caused to be built does not mitigate project impacts. To mitigate project impacts in fact and maintain a reasonable concurrency four options are available:

1. The project is responsible to construct the improvements necessary to maintain adequate levels of service on affected roads as the development is built out;
2. The project can partner with other developers or municipalities to construct necessary improvements in a timely way;
3. The project can wait until necessary improvements are constructed by others and road capacity actually exists to proceed;
4. If an affected jurisdiction has a Capital Improvement Plan that includes construction of necessary improvements, the project can contribute to it (and accelerate needed elements) so that improvements are concurrent with impacts. Note that any solution that includes the expenditure of public funds to construct improvements needed for the development to proceed and require new taxes to do so, constitutes a financial impact on the public that must be analyzed and disclosed in the SEIS.

The impacts to Intersection 21 (903 and Pennsylvania in Roslyn) are understated and mitigation by the project should be required. The developer and City should meet with the City of Roslyn officials to work out acceptable mitigation.

The project should be required to extend an arterial to Douglas Munro Blvd. to provide an alternative route from the project to the City center.

Table 23 shows that virtually every project entrance will fail to meet level of service criteria during summer peak periods causing significant congestion on adjacent roads, yet no mitigation is proposed. The project should be required to mitigate ALL impacts during peak periods. Roundabouts should be studied.

Comments on Sec 3.8 Aesthetics/Light & Glare

The developer is proposing a 100 ft buffer along most of the Bullfrog Rd. Corridor. For locations 3a, 3, 5 and 6 the SEIS states that views of the RV Resort ".... would be completely blocked by the density of the existing trees associated with the approximately 100-foot on-site forested buffer that would be retained along the perimeter of the site in this area". This is factually incorrect. Views of the RV site will not be completely blocked by a 100 ft buffer. Evidence to this fact is available by just driving the corridor and looking through the trees. Additional evidence is that the Suncadia golf course is visible from Bullfrog Rd, in part, even though Suncadia provided a buffer of 400+ ft. of similar density trees. A better reflection of the impact of a 100 ft. buffer between 47 degrees North and Bullfrog Rd. would be the existing development in the vicinity of the Fire District #7 fire station, which is clearly visible through the current 75 ft +/- tree buffer.

For locations #7 and #8 the SEIS states "Views of proposed development on the site (e.g., single-family residential uses) would be completely blocked from view by the intervening approximately 500-1,000-foot open space/buffer that would be retained along the perimeter of the site in this area. These view locations look across the 250 foot to 300 foot wide cleared power line corridor, so there is substantial reason to believe that this statement is factually incorrect. The SEIS should include a simulation or modelling of the view of the project from Bullfrog road in the vicinity of the power line crossing to accurately assess the impact on views.

The proposed 100 ft buffer cited in the mitigations section is not adequate to prevent adverse cultural and economic impacts. Additional buffer width and/or mitigation should be provided in the SEIS document.

Comments on Sec 3.11 Parks & Recreation

The SEIS Section 3.11-9 states:

RV resort visitors under SEIS Alternative 6 would also contribute to the need for regional, county, and local parks and recreational facilities, particularly because they are often coming specifically to use the area's recreational resources. However, since these visitors would not be permanent, year-round residents, and the entire proposed RV resort would be considered a recreational amenity, the RV resort visitors are not expected to place as great a demand on off-site recreational resources as the permanent population in the proposed housing.

The two sentences in this paragraph seem to be contradictory, if the RV visitors come specifically to use the area's recreational resources, why would they be expected to have less demand than the permanent population. Without backup data it could easily be argued that the reverse is true. The SEIS should provide specific analysis or data to determine the actual impacts of the RV Resort on area parks and recreational facilities.

Section 3.11 provides no analysis of impacts (and mitigations) on Roslyn and Ronald area recreation facilities, among which are Coal Miners Trail, the Roslyn Urban Forest Mountain Bike Trail system, the Towns to Teanaway trail system, as well as various Roslyn Festivals and events. Roslyn is a major tourist and recreational attractor amenity which will clearly be visited by the Residents and RV users in the proposed project. It is within the 1 mile radius, and the SEIS team made public commitments to analyze impacts to up valley towns. The SEIS should include analysis of these impacts. The developer and City should meet with the City of Roslyn officials to define the scope of analysis and impacts on Parks and Recreation facilities in Roslyn and discuss appropriate mitigation.

I appreciate the opportunity to make these comments. If you have any questions or need clarification please feel free to contact me.

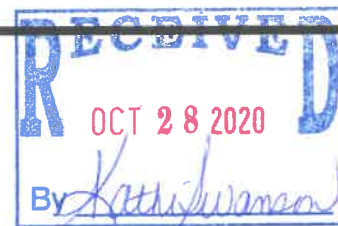
Respectfully submitted,
The Soderstrom Family
Mark, Veronica, Virginia, and Krystyne

--

Veronica Soderstrom
soderstromvj@gmail.com
509.304.5243

SEPAResponsibleOfficial

From: Davida St. Yves <davida0912@gmail.com>
Sent: Wednesday, October 28, 2020 11:35 AM
To: SEPAResponsibleOfficial
Subject: Request for a Community Center



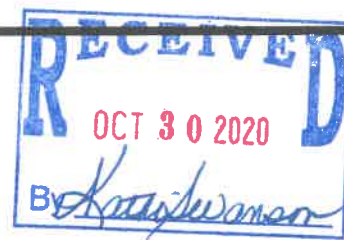
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

~ Davida St. Yves, Cle Elum, WA

SEPAResponsibleOfficial

From: Susan Stern Smith <sss@susansternsmith.com>
Sent: Friday, October 30, 2020 7:56 AM
To: SEPAResponsibleOfficial
Subject: Suncadia agreement



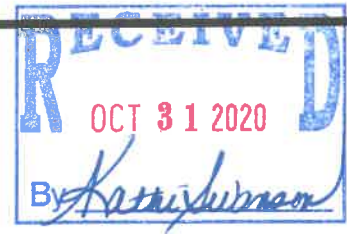
Please enforce the past agreement for a community center around Bullfrog flats. It is the city's responsibility to enforce this and provide this agreed on community center to our community.

1

Susan Smith
Cle Elum resident
206-930-9481

SEPAREsponsibleOfficial

From: Eliza Stephenson <elizasells@yahoo.com>
Sent: Saturday, October 31, 2020 3:30 PM
To: SEPAREsponsibleOfficial
Subject: 12 acres of land owed to CleElum



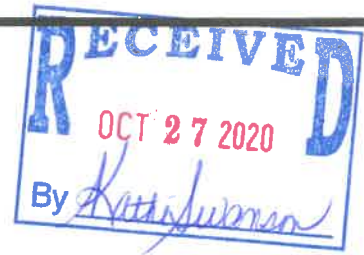
"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Eliza Stephenson
 Realtor, RSPS, ASP, GRI
 John L. Scott RE - Kittitas County
 2019 KCAR President
 Central Washington Regional Rep for
 Washington Realtors
 206-979-8216
 elizasells@yahoo.com
 CEDA board member

SEPAResponsibleOfficial

From: Matt Thompson <mcthompson2000@hotmail.com>
Sent: Tuesday, October 27, 2020 9:38 AM
To: SEPAResponsibleOfficial
Subject: Bull frog flats and Suncadia



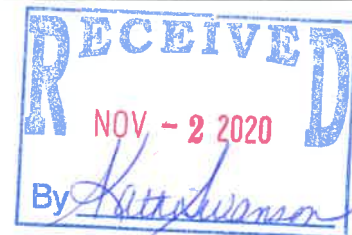
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Matthew C Thompson
2021 Hundley Rd
Cle Elum Wa 98922

SEPAResponsibleOfficial

From: tom.uren11 <tom.uren11@gmail.com>
Sent: Monday, November 02, 2020 10:57 AM
To: SEPAResponsibleOfficial
Cc: Richard Weinman
Subject: FW: 47 Degree North Draft SEIS comments



Ms. Temple, I am sending my comments to this email address as well. The comments are identical to the comments I sent to your other address.

Ms. Temple,

Below are my comments on the 47 Degree North SEIS and Technical Reports. Please enter these into the record for the project.

General Comments on the proposal

The approximate population of the Cle Elum, Roslyn, South Cle Elum regional area per the SEIS is 3,350 people. The approximate population of the City of Cle Elum is 2,200 people. Proposed Alternate 5 would add 2,809 people, increasing the area population by 84%. Proposed Alternate 6 is somewhat smaller, but would still add 2,430 people (or equivalents), increasing the area population by 73%. Either alternative would more than double the size of the City of Cle Elum alone.

This near doubling of the population will have significant impacts across the board to local facilities and services, even services and facilities that are not normally considered in detail in typical SEIS's. Doubling of a population tends to do that; magnify impacts that for small developments might be considered negligible. For instance, as just a few examples: the police department will need to double in size, the Cle Elum transfer station will be over capacity and weekend queue lengths will likely be seriously congested, the local school system will be 30%+ over capacity and in addition to many new teachers, the schools themselves will need to be expanded and/or the children housed in portables. Every public infrastructure system in the area that will be expected to provide services to the project, whether City, County or special district, needs to be examined in detail, expansions or mitigations needed to service the proposal need to be detailed, all of the costs to expand services (personnel) and facilities (capital costs) need to be tabulated, and plans/schedules for funding (either private or public) need to be disclosed so that the public is informed of the actual cost and where costs will be assigned. Currently the SEIS does not do this (see more below). If some costs are to be borne by the public, either from general revenue, bonds and/or increased taxes this should be disclosed, to determine if they are significant impacts. If public funding and/or publicly backed bond issues are required to mitigate project impacts, and if this information is not disclosed until after the SEIS period is over, or even after the project is approved, the City and public will have not had the critical information needed to evaluate the project and could be faced with a potentially untenable choice; either fund whatever improvements are needed or accept lower levels of service. This is a current fundamental inadequacy of the SEIS that must be corrected.

At the present time, based on what I've read in the SEIS the developer does not appear to be proposing to fund any of the required infrastructure expansions, with the exception of a relatively small partial contribution to traffic mitigations that will not adequately fund needed improvements, and there are no plans or schedules as to

how the funding would take place. This means either the improvements will not be made and levels of service for all services in the region will drop, or costs of making the necessary infrastructure improvements will be borne by the public at a later date. Obviously an expansion of the City's tax base will increase revenues, and details are provided in the SEIS. The fiscal analysis describes a generally positive picture for the City of Cle Elum, that revenues will go up faster than costs and therefore the project will be a net benefit, at least to the city (the school district and other special districts however look to be net losers). However, the fiscal analysis is misleading because it includes only increased personnel and operating costs but does not include costs for capital improvements/facility expansions that are needed to support the near doubling of the population. This is a significant deficiency of the SEIS. If funding by the public is required to expand facilities to accommodate the proposal it needs to be disclosed.

3
cont'd

Generally across the board, for offsite impacts (impacts that occur outside the project boundaries), the SEIS does not propose any meaningful mitigations. It does not propose that any offsite road projects be constructed, it does not propose that any additional classrooms be built, it does not propose that any new police cars, fire fighting apparatus or ambulances get purchased, it doesn't even propose that any meaningful funding be provided by the developer for off site impacts. This is a serious deficiency in the SEIS. The very purpose of the environmental process is disclose impacts and propose a menu of mitigations for decision makers to choose from. The SEIS fails to do this. In one place there is a vague reference to negotiating future mitigation agreements with special district service providers. This is not mitigation in any meaningful sense and would effectively leave public disclosure out of the process. Actual mitigation to address impacts discussed must be shown in the SEIS. This is a fundamental deficiency of the SEIS.

4

The SEIS does not address concurrency. Whatever the disposition of the project (approval, denial, approval with conditions) any required infrastructure improvements that are needed to accommodate development (intersections, road widening, school expansion, police expansion, etc.), whether the responsibility of the developer, the City, special districts or a partnership, required improvements should be constructed before or simultaneously with the staged buildout of the proposal. The proposal should not be allowed to pay and go without a specific actual funded and scheduled plan for fixing the problems that are caused. If the needed improvements are not constructed concurrent with development of the proposal, there will be unmitigated impacts from the project and this needs to be disclosed. Lack of analysis of concurrency in the SEIS is a fundamental deficiency.

5

General Comments on RV Resort

The proposed Alternative 6a 627 space RV Resort would be the largest RV park facility in the state of Washington (based on internet research). The local RV park in Ellensburg (85 units) that is used to develop some of the statistical parameters to evaluate impacts for the proposal is only roughly 10% the size of the proposed RV resort and is not close to the same type of facility in terms of design, amenities and programming. The RV Resort will likely be a major regional attractor. To put the RV facility in perspective, during the summer and peak periods it will likely have a population equal to or greater than the City of Roslyn. There is no data or analysis in the documents to show why it is reasonable to extrapolate statistics from a small local RV park to apply to a massive RV resort project. Other statistical elements of the RV resort provided in the SEIS (for instance occupancy rates, trip generation, assuming 941 equivalent population for the RV Resort) appear to be back of the envelope estimates with no data to back up the assumptions. Given the size and impact for this facility, the SEIS and technical reports should provide statistics on similar size and scope RV resort projects to justify assumptions used in the analysis, trip generation, occupancy rates, police call generation, etc. Without some level of backup data to support assumptions the results of the RV Resort impact analysis must be considered suspect and inadequate.

6

The project proponent, Sun Communities, is literally in the business of building mixed-use communities like the

Alternative 6 proposal all over the country; that is their business plan, it is what they do. I understand at least several of their past projects have been associated with other small towns like CleElum/ Roslyn. Actual results from these other Sun Communities projects, what impacts actually occurred, what mitigation actually worked, how Sun Communities performed, what other governments actually experienced, should all be incorporated in the SEIS. Before this proposal is acted on, actual data from similar Sun Communities projects should be included in the SEIS so the City and public knows what it's signing on to.

7

Having the RV Resort analyzed accurately (and separately) is critical because of its size and impacts, but also because it is a private business. Because it is a private business, no public funds should be used to support it. If the current SEIS analysis understates impacts of the business and as a result public funds are needed to correct impacts (for instance for improvements to Bullfrog Rd project entrances or for increased police service) these public expenditures would be wholly inappropriate.

8

All impacts, and revenues, resulting from the RV Resort should be tabulated so that they can be viewed separately from the larger Alternative 6 proposal. While it can be construed that there might be some legal mandate to support adding residential housing on this site because of past approvals and to meet WA state GMA targets, there is no legal mandate to allow any specific type of private business, particularly one as large as the proposed RV resort. Therefore, the public, and the City, should be able to easily compare the prospective benefits and impacts from this business proposal to inform all decisions.

9

General Comments on Bullfrog Flats View Corridor

The Bullfrog Flats corridor, and its visual characteristics, is a critical cultural and recreational feature for the upper Kittitas County region. The road is the gateway to upper valley recreation, camping and tourist activities. It's the first (and last) thing visitors experience when they exit I-90 and proceed up-valley. Its forested character contributes significantly to the "mountain" experience which supports regional recreation and tourism, which are important aspects of the upper valley economy. The importance of the Bullfrog Rd corridor has long been recognized, as evidenced by the 400 to 600 ft buffer provided by the Suncadia Resort when it was approved. If the look and feel of this corridor is significantly diminished, if it is transformed into an urban type experience, the character, and possibly the economy of the upper valley, will be significantly adversely affected.

10

The developer is proposing a 100 ft buffer along most of the Bullfrog Rd. Corridor. The SEIS states that all but one location abutting the RV Resort "Views of proposed development on the site (e.g., RV resort uses) would be completely blocked by the density of the existing trees associated with the approximately 100-foot on-site forested buffer that would be retained along the perimeter of the site in this area". This is factually incorrect. Development on the site will not be completely blocked by a 100 ft buffer. Further discussion is provided in comments below. This is a significant adverse impact which can relatively easily be mitigated by the project by providing additional and appropriate buffer widths to obscure the development from view. On a site as large as this, sufficient area is available to do so without interfering with project objectives.

11

Comments on Public Services Section

For Alternative 5 (1,334 single family units, 2,809 new residents, commercial/industrial area) the SEIS shows that:

An additional 7 to 12 new police officers will be needed to serve the project (more than doubling of the current force). An Additional 3 full time professional fire fighters will be required. 6 new EMT's and 7 new paramedics will be needed. The local medical clinic will require an additional physician, 5 APC's and 6 RN's. For Schools, this alternative would add 337 new students, which would exceed current school capacity by about 35% and require 23 new teachers and 6 to 7 new buses. As the school is essentially now at capacity, additional

12

classrooms will be required. The SEIS does not provide detail on how these additional service providers (and additional students) will be housed, what facilities, equipment and supplies are needed and how that will be funded. This is not adequate.

12
cont'd

For Alternative 6 (707 units (SF and MF), 1,489 new residents, 600+ unit RV Resort, commercial area) the SEIS shows that:

An additional 6 to 8 new police officers will be needed to serve the project (doubling of the current force). An Additional 3 full time professional fire fighters will be required. 4 new EMT's and 5 new paramedics will be needed. The local medical clinic will require an additional physician, 5 APC's and 4 RN's. For Schools, this alternative would add 177 new students, which would exceed current school capacity by about 20% and require 23 new teachers and 6 to 7 new buses. As the school is essentially now at capacity, additional classrooms will be required. The SEIS does not provide detail on how these additional service providers (and additional students) will be housed, what facilities, equipment and supplies are needed and how that will be funded. This is not adequate.

13

For either alternative, the SEIS provides no actual detail on what improvements/expansions to facilities and equipment are needed to support the new officers, firefighters, EMT's, teachers, etc. that will be required by the project. The SEIS does recognize qualitatively that new facilities, classrooms, etc. will be required, but not in sufficient detail to estimate costs that can be included in the Fiscal Impacts and Economic Analysis. Costs for required public facility expansions (new police station, new classrooms, new fire fighting apparatus, etc.) could easily reach many tens of millions of dollars. From a land use process perspective at this point it may not be determined how exactly all of these costs will be funded, but they definitely need to be funded somehow and therefore they need to be included in the SEIS and Fiscal Analysis. This is a significant impact of the project and the absence of this information makes the SEIS fundamentally inadequate, preventing the public from seeing the full magnitude of project costs and impacts. Capital improvement and equipment costs need to be detailed, estimated and included.

14

Comments on Utilities Section 3,14

Solid Waste

the SEIS states "The Cle Elum Transfer Station is reported to be near capacity based on the number of cars queued at the station on Saturdays." Currently, other than this general statement the document contains no detailed analysis of impacts. This is inadequate because queue lengths at the Transfer Station are a direct impact to current residents and have a direct impact on the rate of illegal dumping on local roads. The SEIS should include a detailed analysis of the existing level of service (queue lengths) at the Transfer Station, the impact of the proposal on these queue lengths, measures to mitigate increases in queue length/capacity, who will pay for these mitigations and if they will be constructed concurrently with growth. Any costs to expand transfer facilities should be included in the fiscal analysis.

15

Sewer

The SEIS states "The City confirmed that the wastewater treatment demand is within the capacity of the City wastewater treatment plant, which was designed to accommodate the project," but no detailed data and tabulation of existing WWTP capacity, number of connections, residual capacity is provided. The City's WWTP serves Suncadia, Roslyn and Ronald in addition to the City's service area. By agreement these entities all have reserved capacity in the WWTP to serve their individual service areas, therefore there is wider interest in potential impacts to WWTP capacity than just within the city itself. A doubling of the City's population, and presumably a doubling of its flows to the WTP, is significant. A WWTP expansion, if it were ever needed to

16

accommodate growth, would be extremely expensive. The City apparently has data that led it to conclude that sufficient capacity exists to serve the proposal. The SEIS should include this data.

16
cont'd

Comments on Fiscal and Economic Analysis

The fiscal analysis does not include all of the costs needed to accommodate the proposal. It includes estimates of increased personnel and operating costs for the City and special purpose districts serving the area but does not include the cost of capital improvements/expansions/equipment needed to support the proposal. As examples (but not a complete list):

17

Per the SEIS between 10 and 15 intersections will need to be improved to meet level of service standards. The cost could easily reach \$10 to \$15 million (or more). The developer appears to be proposing funding a very small portion of this amount. If that is accurate, presumably the city/county will be required to fund the remainder, either from the general fund or via bonds (increased taxes). This is a significant cost which should be included so the public and decision makers can assess impacts.

18

Per the SEIS school populations will increase by 20% to 30% exceeding the capacity of current school facilities. How will these new students (and the 12 to 23 new teachers) be housed? The SEIS provides no details. New schools or school expansions are very expensive (many millions of dollars, or tens of millions if new schools are required). This is a huge undisclosed impact. It appears the developer is not proposing to fund school expansion so presumably the public will need fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the school expansions or if a general tax increase is necessary.

19

Per the SEIS the size of the police force will need to double. Facility improvements and equipment additions will likely be needed to accommodate a doubling of the police force, but no details or costs are included in the SEIS. It appears the developer is not proposing to fund police facility expansion so presumably the public will need to fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the police facility and equipment expansions or if a general tax increase is necessary.

20

The SEIS Section 3.14 states that the Cle Elum transfer station is currently operating at capacity and the additional stream of solid waste (garbage) from Alt's 5 or 6 would exceed the current capacity requiring expansion of the facility. The cost of this expansion is not reported in the SEIS fiscal analysis. It appears the developer is not proposing to fund this expansion so presumably the public will need to fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the facility or if a general tax increase is necessary.

21

As the land use process progresses the City's responsible officials will determine what costs or improvements can be assigned to the project developer, which will be funded by the City's general fund, which will be funded by new bond issues (increased taxes), which will be funded by special purpose districts, etc. but unless all the capital facility and equipment costs are included and the bottom line cost accurately tabulated, the SEIS will not adequately disclose the true impacts and the public and city officials will not be adequately informed. The SEIS Fiscal analysis should include all costs required to serve the project.

22

Comments on TENW traffic report (Note: comments are provided on the transportation source document, but not specifically on the transportation section of the SEIS. However, all comments on the TENW traffic report should be construed to apply to the applicable sections of the SEIS proper)

General - The upper county is not a "typical" urban area. The economy, land use and traffic patterns of the upper county is primarily driven by recreational use and seasonal tourism. There are a number of statements in

23

the Traffic report that imply that "standard" engineering assumptions for typical urban development are appropriate, and that busy weekend peak hours need not be mitigated because they are so short. Heavy seasonal and weekend recreational use IS the normal for the upper county against which impacts of the proposed project should be measured. I believe that the traffic impacts for weekday periods is somewhat overstated and that impacts during peak summer weekend periods are significantly understated. To the extent that the traffic analysis, and subsequent mitigation assumptions, are based on trip generation/distribution from "typical" urban areas that are non recreational/tourist oriented, they must be revised to focus on actual area patterns.

23
cont'd

Page 5, paragraph 2: The report states "it is not standard traffic engineering practice to mitigate for traffic conditions that only occur for a few hours a week during the summer months". I don't believe this to be true, there are no specific engineering standards for mitigation. Requirements for mitigation vary by jurisdiction. The City of Cle Elum may (or may not) decide to mitigate specific project impacts after viewing the data. Regarding mitigation for short period impacts, if there was a standard or code as cited, then no stadium project, event, or other short but significant project would ever be required to mitigate its impacts. The report should remove references to engineering standards for mitigation.

24

Section 2.5 (1st paragraph) and Fehr memorandum (page 2) states the Kittitas County model was calibrated with 2019 weekday PM traffic counts, but the traffic counts, locations, dates and times gathered, do not appear to have been provided in the report. This information should be included for public review, as it is not possible to assess the validity of model predictions without this information. It is well known locally that there are intersections in the study area that currently operate at LOS F during peak summer periods when I-90 is at capacity. This does not appear to be reflected in the study as an existing baseline condition.

25

Section 2.5 (1st paragraph) states that traffic counts at intersections 21 - 24 were collected in December and then increased by 64 percent using WSDOT guidelines to estimate peak summer conditions. This is not accurate and significantly understates existing summer peak period traffic. Intersection 21 (Roslyn - Pennsylvania and 903) currently operates at LOS F during peak summer periods, not LOS C as shown. Current wait times significantly exceed the 17 to 20 sec stated in the report and so the impacts of the proposal in future years are understated. At peak times the traveling public uses local side streets to bypass congestion on 903 through Roslyn, causing impacts to Roslyn residents. The additional traffic from the proposed development will significantly worsen the situation. The SEIS consultant team should meet with City of Roslyn staff to verify existing conditions and update the models to accurately reflect existing conditions and accurately report project impacts.

26

Section 2.5 (1st paragraph) traffic counts at intersections 21 - 24: The upper county/Roslyn has numerous festivals, events and iconic businesses during the peak summer season that are major attractors that significantly affect traffic patterns, trip generation and parking needs during peak periods. These events have been going on for many years, some for decades, and are effectively part of the baseline. Surely the proposed development will similarly be attracted to these events and downtown Roslyn. The trip distribution in the SEIS does not appear to include this attractiveness, and the trip distribution to Roslyn during peak periods seems very understated. The SEIS consultant team should meet with City of Roslyn staff to verify existing model distributions and update to accurately reflect existing conditions and accurately report project impacts.

27

Section 2.5 Future 'Baseline' Traffic Volumes - The I-90 Snoqualmie Pass East widening project appears to be inducing more traffic and growth in the Upper County area (both permanent residents and recreational use), and with the next phase to Easton underway this is likely to accelerate. Do the traffic growth assumptions include this induced growth as baseline? What magnitude was assumed?

28

Section 2.6 Existing Intersection LOS, Table 7 - As noted above the LOS at intersection 21 is not LOS B. It frequently operates at LOS F during peak summer periods.

29

Section 2.6, Page 25 last paragraph - The report states "it is not standard traffic engineering practice to mitigate for traffic conditions that only occur for a few hours a week during the summer months". See comment above, this statement should be removed from the report. 30

Pages 28 & 29, Future baseline conditions - Intersection 21 currently operates at LOS F. Report should be revised accordingly 31

Sections 3.4 & 3.17, Trip Generation: For both Alternatives 5 and 6 it appears that trip generation for the residential portion assumes typical Urban type development trip generation patterns where peak trips are to and from employment centers during PM peak hours. However, upper county does not follow typical Urban Development patterns as noted above. It is likely that either Alts 5 or 6 will contain significant amounts of "2nd houses" for weekend use and rental (unless prohibited by deed restriction). This weekend use pattern will drive up the trip generation to and from the site during the Friday and Sunday peak periods and so the analysis as currently completed may well understate the impacts of the proposal during these periods. The analysis should be revised accordingly. 32

For Alternative 6 RV resort see General Comments on RV Resort above. The parameters and statistics used to assess RV Resort impacts are based on much smaller RV parks. Additional data based on facilities of similar type and size should be provided to verify model assumptions. 33

For Alternative 6 RV resort, what is the basis for trip generation? I could not find a separate trip generation table for the RV resort in the report and it appears that weekend trips to the resort by RVs are understated. Unless specific studies are provided to the contrary, it would seem logical to assume that many, if not most, RV sites will turn over on weekends, significantly driving up the trips and impacts. 34

Before a new supermarket is built in the proposed commercial center (2031), the only full service supermarket in the upper county is Safeway at W 1st st and Douglas Munro Blvd. Being the only supermarket, it is a major traffic attractor and its "attractiveness" could be understated by standard ITE criteria. The effect is magnified by the recreational use patterns as many weekend visitors stop at the Safeway before continuing, to their ultimate destinations, particularly on Friday afternoon/evenings. Has this clearly known effect been included in the models? If the traffic analysis assumes that a supermarket in the commercial area will reduce offsite impacts then there should be a specific timeline and commitment by the developer to have the new supermarket constructed at a specific date. If the timing of a new supermarket will be allowed to be driven by market conditions, then the study should provide clear justification for any timing that is assumed. 35

Sections 3.2, 3.3, 3.14 & 3.15, Roadway Network, Site Access and Circulation: While the site is located in the City's urban growth area, it is essentially "disconnected" from the City proper. The SEIS should study the possibility of extending a new arterial road from the residential portion of the site directly to Douglas Munro Blvd. to provide direct connectivity to the City's primary Urban Area, businesses, services, a second access to I-90 as well as access to the future low cost housing site (which currently has no access point shown on the site plan). It would also reduce impacts to Roslyn, Ronald and other residences along 903. 36

Sections 3.6, 3.7, Future Intersection Volumes / LOS - The impacts at Intersection 21 (903 and Pennsylvania in Roslyn) are understated - see above 37

Table 23, Page 57, Site Access LOS Summary - Table 23 shows that every project entrance will fail during summer peak periods. Bullfrog Rd and 903 are critical ingress/egress roads for the region, for both residents and weekend visitors that come and go from I-90 to up valley areas. It is the "Front Door" to up valley areas. The traffic report should detail what these LOS failures actually mean for the traveling public headed up valley but not going to the project, what level of congestion, length of queues and delays on the main road, etc, To the extent that new congestion on Bullfrog and 903 caused by the project makes it more difficult to proceed 38

up valley this will result in significant impacts and should be disclosed (and mitigated). Congestion that degrades the experience of weekenders headed up valley WILL impact up valley towns and businesses.	38 cont'd
Section 3.8 & 3.19 - Have WSDOT or Kittitas county been consulted about replacing stop controlled intersections on SR 903 and Bullfrog Rd with roundabouts to match existing facilities that abut the project? Current WSDOT guidelines generally show a preference for roundabouts at all new access points of major developments. Roundabouts at site access points should be included in the study.	39
Section 4 - Mitigation Measures: Impacts, and mitigations, for all weekend peak periods should be included (see above).	40
Contribution of funds based on the project's calculated proportional share of impacts is not adequate, or effective, mitigation unless the contribution is made to an actual Public Capital improvement project that is scheduled for construction prior to or concurrent with the timing of the impact (concurrency). Partial funding that does not result in road or intersection projects being caused to be built does not mitigate project impacts. To mitigate project impacts in fact and maintain a reasonable concurrency four options are available:	
<ol style="list-style-type: none"> 1. The project is responsible to construct the improvements necessary to maintain adequate levels of service on affected roads as the development is built out; 2. The project can partner with other developers or municipalities to construct necessary improvements in a timely way; 3. The project can wait until necessary improvements are constructed by others and road capacity actually exists to proceed; 4. If an affected jurisdiction has a Capital Improvement Plan that includes construction of necessary improvements, the project can contribute to it (and accelerate needed elements) so that improvements are concurrent with impacts. Note that any solution that includes the expenditure of public funds to construct improvements needed for the development to proceed and require new taxes to do so, constitutes a financial impact on the public that must be analyzed and disclosed in the SEIS. 	41
The impacts to Intersection 21 (903 and Pennsylvania in Roslyn) are understated and mitigation by the project should be required. The developer and City should meet with the City of Roslyn officials to work out acceptable mitigation.	42
The project should be required to extend an arterial to Douglas Munro Blvd. to provide an alternative route from the project to the City center.	43
Table 23 shows that virtually every project entrance will fail to meet level of service criteria during summer peak periods causing significant congestion on adjacent roads, yet no mitigation is proposed. The project should be required to mitigate ALL impacts during peak periods. Roundabouts should be studied.	44
Comments on Sec 3.8 Aesthetics/Light & Glare	
The developer is proposing a 100 ft buffer along most of the Bullfrog Rd. Corridor. For locations 3a, 3, 5 and 6 the SEIS states that views of the RV Resort ".... would be completely blocked by the density of the existing trees associated with the approximately 100-foot on-site forested buffer that would be retained along the perimeter of the site in this area". This is factually incorrect. Views of the RV site will not be completely blocked by a 100 ft buffer. Evidence to this fact is available by just driving the corridor and looking through the trees. Additional evidence is that the Suncadia golf course is visible from Bullfrog Rd, in part, even though Suncadia provided a buffer of 400+ ft. of similar density trees. A better reflection of the impact of a 100 ft. buffer between 47 degrees North and Bullfrog Rd. would be the existing development in the vicinity of the Fire District #7 fire station, which is clearly visible through the current 75 ft +/- tree buffer.	45

For locations #7 and #8 the SEIS states "Views of proposed development on the site (e.g., single-family residential uses) would be completely blocked from view by the intervening approximately 500-1,000-foot open space/buffer that would be retained along the perimeter of the site in this area. These view locations look across the 250 foot to 300 foot wide cleared power line corridor, so there is substantial reason to believe that this statement is factually incorrect. The SEIS should include a simulation or modelling of the view of the project from Bullfrog road in the vicinity of the power line crossing to accurately assess the impact on views.

46

The proposed 100 ft buffer cited in the mitigations section is not adequate to prevent adverse cultural and economic impacts. Additional buffer width and/or mitigation should be provided in the SEIS document.

47

Comments on Sec 3.11 Parks & Recreation

The SEIS Section 3.11-9 states:

RV resort visitors under SEIS Alternative 6 would also contribute to the need for regional, county, and local parks and recreational facilities, particularly because they are often coming specifically to use the area's recreational resources. However, since these visitors would not be permanent, year-round residents, and the entire proposed RV resort would be considered a recreational amenity, the RV resort visitors are not expected to place as great a demand on off-site recreational resources as the permanent population in the proposed housing.

48

The two sentences in this paragraph seem to be contradictory, if the RV visitors come specifically to use the area's recreational resources, why would they be expected to have less demand than the permanent population. Without backup data it could easily be argued that the reverse is true. The SEIS should provide specific analysis or data to determine the actual impacts of the RV Resort on area parks and recreational facilities.

Section 3.11 provides no analysis of impacts (and mitigations) on Roslyn and Ronald area recreation facilities, among which are Coal Miners Trail, the Roslyn Urban Forest Mountain Bike Trail system, the Towns to Teanaway trail system, as well as various Roslyn Festivals and events. Roslyn is a major tourist and recreational attractor amenity which will clearly be visited by the Residents and RV users in the proposed project. It is within the 1 mile radius, and the SEIS team made public commitments to analyze impacts to up valley towns. The SEIS should include analysis of these impacts. The developer and City should meet with the City of Roslyn officials to define the scope of analysis and impacts on Parks and Recreation facilities in Roslyn and discuss appropriate mitigation.

49

Lastly, I understand that the City proposes that comments to the SEIS will be addressed in the FSEIS. Considering the fundamental inadequacies in the SEIS outlined above, the lack of proposed mitigations, how mitigations will be funded, lack of data on elements of the project, etc, I request that the city do not proceed straight to FSEIS but rather that the City issue an amended SEIS for additional public review and comment. Given the size of the project, the magnitude of impacts to the region, the lack of clarity on proposed mitigations and who will fund them, it is only reasonable and fair for the public to have complete information on the proposal before it proceeds to the next step.

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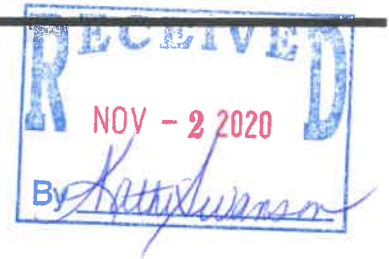
I appreciate the opportunity to make these comments, if you have any questions or need clarification please feel free to contact me. If you could drop a quick note to confirm the timely submittal I would greatly appreciate it.

Respectfully submitted,

Tom Uren, P.E.
103 N "E" St
Roslyn WA 98941
206-947-2566

SEPAResponsibleOfficial

From: Lucy Temple
Sent: Monday, November 02, 2020 10:58 AM
To: SEPAResponsibleOfficial
Subject: FW: 47 Degree North Draft SEIS comments



Comment below received by myself and Richard. Please save with all the other comments.

From: thomas uren [mailto:tom.uren11@gmail.com]
Sent: Monday, November 2, 2020 9:59 AM
To: Lucy Temple
Cc: RICHARD WEINMAN
Subject: 47 Degree North Draft SEIS comments

Ms. Temple,

Below are my comments on the 47 Degree North SEIS and Technical Reports. Please enter these into the record for the project.

General Comments on the proposal

The approximate population of the Cle Elum, Roslyn, South Cle Elum regional area per the SEIS is 3,350 people. The approximate population of the City of Cle Elum is 2,200 people. Proposed Alternate 5 would add 2,809 people, increasing the area population by 84%. Proposed Alternate 6 is somewhat smaller, but would still add 2,430 people (or equivalents), increasing the area population by 73%. Either alternative would more than double the size of the City of Cle Elum alone.

This near doubling of the population will have significant impacts across the board to local facilities and services, even services and facilities that are not normally considered in detail in typical SEIS's. Doubling of a population tends to do that; magnify impacts that for small developments might be considered negligible. For instance, as just a few examples: the police department will need to double in size, the Cle Elum transfer station will be over capacity and weekend queue lengths will likely be seriously congested, the local school system will be 30%+ over capacity and in addition to many new teachers, the schools themselves will need to be expanded and/or the children housed in portables. Every public infrastructure system in the area that will be expected to provide services to the project, whether City, County or special district, needs to be examined in detail, expansions or mitigations needed to service the proposal need to be detailed, all of the costs to expand services (personnel) and facilities (capital costs) need to be tabulated, and plans/schedules for funding (either private or public) need to be disclosed so that the public is informed of the actual cost and where costs will be assigned. Currently the SEIS does not do this (see more below). If some costs are to be borne by the public, either from general revenue, bonds and/or increased taxes this should be disclosed, to determine if they are significant impacts. If public funding and/or publicly backed bond issues are required to mitigate project impacts, and if this information is not disclosed until after the SEIS period is over, or even after the project is approved, the City and public will have not had the critical information needed to evaluate the project and could be faced with a potentially untenable choice; either fund whatever improvements are needed or accept lower levels of service. This is a current fundamental inadequacy of the SEIS that must be corrected.

At the present time, based on what I've read in the SEIS the developer does not appear to be proposing to fund

any of the required infrastructure expansions, with the exception of a relatively small partial contribution to traffic mitigations that will not adequately fund needed improvements, and there are no plans or schedules as to how the funding would take place. This means either the improvements will not be made and levels of service for all services in the region will drop, or costs of making the necessary infrastructure improvements will be borne by the public at a later date. Obviously an expansion of the City's tax base will increase revenues, and details are provided in the SEIS. The fiscal analysis describes a generally positive picture for the City of Cle Elum, that revenues will go up faster than costs and therefore the project will be a net benefit, at least to the city (the school district and other special districts however look to be net losers). However, the fiscal analysis is misleading because it includes only increased personnel and operating costs but does not include costs for capital improvements/facility expansions that are needed to support the near doubling of the population. This is a significant deficiency of the SEIS. If funding by the public is required to expand facilities to accommodate the proposal it needs to be disclosed.

Generally across the board, for offsite impacts (impacts that occur outside the project boundaries), the SEIS does not propose any meaningful mitigations. It does not propose that any offsite road projects be constructed, it does not propose that any additional classrooms be built, it does not propose that any new police cars, fire fighting apparatus or ambulances get purchased, it doesn't even propose that any meaningful funding be provided by the developer for off site impacts. This is a serious deficiency in the SEIS. The very purpose of the environmental process is disclose impacts and propose a menu of mitigations for decision makers to choose from. The SEIS fails to do this. In one place there is a vague reference to negotiating future mitigation agreements with special district service providers. This is not mitigation in any meaningful sense and would effectively leave public disclosure out of the process. Actual mitigation to address impacts discussed must be shown in the SEIS. This is a fundamental deficiency of the SEIS.

The SEIS does not address concurrency. Whatever the disposition of the project (approval, denial, approval with conditions) any required infrastructure improvements that are needed to accommodate development (intersections, road widening, school expansion, police expansion, etc.), whether the responsibility of the developer, the City, special districts or a partnership, required improvements should be constructed before or simultaneously with the staged buildout of the proposal. The proposal should not be allowed to pay and go without a specific actual funded and scheduled plan for fixing the problems that are caused. If the needed improvements are not constructed concurrent with development of the proposal, there will be unmitigated impacts from the project and this needs to be disclosed. Lack of analysis of concurrency in the SEIS is a fundamental deficiency.

General Comments on RV Resort

The proposed Alternative 6a 627 space RV Resort would be the largest RV park facility in the state of Washington (based on internet research). The local RV park in Ellensburg (85 units) that is used to develop some of the statistical parameters to evaluate impacts for the proposal is only roughly 10% the size of the proposed RV resort and is not close to the same type of facility in terms of design, amenities and programming. The RV Resort will likely be a major regional attractor. To put the RV facility in perspective, during the summer and peak periods it will likely have a population equal to or greater than the City of Roslyn. There is no data or analysis in the documents to show why it is reasonable to extrapolate statistics from a small local RV park to apply to a massive RV resort project. Other statistical elements of the RV resort provided in the SEIS (for instance occupancy rates, trip generation, assuming 941 equivalent population for the RV Resort) appear to be back of the envelope estimates with no data to back up the assumptions. Given the size and impact for this facility, the SEIS and technical reports should provide statistics on similar size and scope RV resort projects to justify assumptions used in the analysis, trip generation, occupancy rates, police call generation, etc. Without some level of backup data to support assumptions the results of the RV Resort impact analysis must be considered suspect and inadequate.

The project proponent, Sun Communities, is literally in the business of building mixed-use communities like the Alternative 6 proposal all over the country; that is their business plan, it is what they do. I understand at least several of their past projects have been associated with other small towns like CleElum/ Roslyn. Actual results from these other Sun Communities projects, what impacts actually occurred, what mitigation actually worked, how Sun Communities performed, what other governments actually experienced, should all be incorporated in the SEIS. Before this proposal is acted on, actual data from similar Sun Communities projects should be included in the SEIS so the City and public knows what it's signing on to.

Having the RV Resort analyzed accurately (and separately) is critical because of its size and impacts, but also because it is a private business. Because it is a private business, no public funds should be used to support it. If the current SEIS analysis understates impacts of the business and as a result public funds are needed to correct impacts (for instance for improvements to Bullfrog Rd project entrances or for increased police service) these public expenditures would be wholly inappropriate.

All impacts, and revenues, resulting from the RV Resort should be tabulated so that they can be viewed separately from the larger Alternative 6 proposal. While it can be construed that there might be some legal mandate to support adding residential housing on this site because of past approvals and to meet WA state GMA targets, there is no legal mandate to allow any specific type of private business, particularly one as large as the proposed RV resort. Therefore, the public, and the City, should be able to easily compare the prospective benefits and impacts from this business proposal to inform all decisions.

General Comments on Bullfrog Flats View Corridor

The Bullfrog Flats corridor, and its visual characteristics, is a critical cultural and recreational feature for the upper Kittitas County region. The road is the gateway to upper valley recreation, camping and tourist activities. It's the first (and last) thing visitors experience when they exit I-90 and proceed up-valley. Its forested character contributes significantly to the "mountain" experience which supports regional recreation and tourism, which are important aspects of the upper valley economy. The importance of the Bullfrog Rd corridor has long been recognized, as evidenced by the 400 to 600 ft buffer provided by the Suncadia Resort when it was approved. If the look and feel of this corridor is significantly diminished, if it is transformed into an urban type experience, the character, and possibly the economy of the upper valley, will be significantly adversely affected.

The developer is proposing a 100 ft buffer along most of the Bullfrog Rd. Corridor. The SEIS states that all but one location abutting the RV Resort "Views of proposed development on the site (e.g., RV resort uses) would be completely blocked by the density of the existing trees associated with the approximately 100-foot on-site forested buffer that would be retained along the perimeter of the site in this area". This is factually incorrect. Development on the site will not be completely blocked by a 100 ft buffer. Further discussion is provided in comments below. This is a significant adverse impact which can relatively easily be mitigated by the project by providing additional and appropriate buffer widths to obscure the development from view. On a site as large as this, sufficient area is available to do so without interfering with project objectives.

Comments on Public Services Section

For Alternative 5 (1,334 single family units, 2,809 new residents, commercial/industrial area) the SEIS shows that:

An additional 7 to 12 new police officers will be needed to serve the project (more than doubling of the current force). An Additional 3 full time professional fire fighters will be required. 6 new EMT's and 7 new paramedics will be needed. The local medical clinic will require an additional physician, 5 APC's and 6 RN's. For Schools,

this alternative would add 337 new students, which would exceed current school capacity by about 35% and require 23 new teachers and 6 to 7 new buses. As the school is essentially now at capacity, additional classrooms will be required. The SEIS does not provide detail on how these additional service providers (and additional students) will be housed, what facilities, equipment and supplies are needed and how that will be funded. This is not adequate.

For Alternative 6 (707 units (SF and MF), 1,489 new residents, 600+ unit RV Resort, commercial area) the SEIS shows that:

An additional 6 to 8 new police officers will be needed to serve the project (doubling of the current force). An Additional 3 full time professional fire fighters will be required. 4 new EMT's and 5 new paramedics will be needed. The local medical clinic will require an additional physician, 5 APC's and 4 RN's. For Schools, this alternative would add 177 new students, which would exceed current school capacity by about 20% and require 23 new teachers and 6 to 7 new buses. As the school is essentially now at capacity, additional classrooms will be required. The SEIS does not provide detail on how these additional service providers (and additional students) will be housed, what facilities, equipment and supplies are needed and how that will be funded. This is not adequate.

For either alternative, the SEIS provides no actual detail on what improvements/expansions to facilities and equipment are needed to support the new officers, firefighters, EMT's, teachers, etc. that will be required by the project. The SEIS does recognize qualitatively that new facilities, classrooms, etc. will be required, but not in sufficient detail to estimate costs that can be included in the Fiscal Impacts and Economic Analysis. Costs for required public facility expansions (new police station, new classrooms, new fire fighting apparatus, etc.) could easily reach many tens of millions of dollars. From a land use process perspective at this point it may not be determined how exactly all of these costs will be funded, but they definitely need to be funded somehow and therefore they need to be included in the SEIS and Fiscal Analysis. This is a significant impact of the project and the absence of this information makes the SEIS fundamentally inadequate, preventing the public from seeing the full magnitude of project costs and impacts. Capital improvement and equipment costs need to be detailed, estimated and included.

Comments on Utilities Section 3,14

Solid Waste

the SEIS states "The Cle Elum Transfer Station is reported to be near capacity based on the number of cars queued at the station on Saturdays." Currently, other than this general statement the document contains no detailed analysis of impacts. This is inadequate because queue lengths at the Transfer Station are a direct impact to current residents and have a direct impact on the rate of illegal dumping on local roads. The SEIS should include a detailed analysis of the existing level of service (queue lengths) at the Transfer Station, the impact of the proposal on these queue lengths, measures to mitigate increases in queue length/capacity, who will pay for these mitigations and if they will be constructed concurrently with growth. Any costs to expand transfer facilities should be included in the fiscal analysis.

Sewer

The SEIS states "The City confirmed that the wastewater treatment demand is within the capacity of the City wastewater treatment plant, which was designed to accommodate the project," but no detailed data and tabulation of existing WWTP capacity, number of connections, residual capacity is provided. The City's WWTP serves Suncadia, Roslyn and Ronald in addition to the City's service area. By agreement these entities all have reserved capacity in the WWTP to serve their individual service areas, therefore there is wider interest in

potential impacts to WWTP capacity than just within the city itself. A doubling of the City's population, and presumably a doubling of its flows to the WTP, is significant. A WWTP expansion, if it were ever needed to accommodate growth, would be extremely expensive. The City apparently has data that led it to conclude that sufficient capacity exists to serve the proposal. The SEIS should include this data.

Comments on Fiscal and Economic Analysis

The fiscal analysis does not include all of the costs needed to accommodate the proposal. It includes estimates of increased personnel and operating costs for the City and special purpose districts serving the area but does not include the cost of capital improvements/expansions/equipment needed to support the proposal. As examples (but not a complete list):

Per the SEIS between 10 and 15 intersections will need to be improved to meet level of service standards. The cost could easily reach \$10 to \$15 million (or more). The developer appears to be proposing funding a very small portion of this amount. If that is accurate, presumably the city/county will be required to fund the remainder, either from the general fund or via bonds (increased taxes). This is a significant cost which should be included so the public and decision makers can assess impacts.

Per the SEIS school populations will increase by 20% to 30% exceeding the capacity of current school facilities. How will these new students (and the 12 to 23 new teachers) be housed? The SEIS provides no details. New schools or school expansions are very expensive (many millions of dollars, or tens of millions if new schools are required). This is a huge undisclosed impact. It appears the developer is not proposing to fund school expansion so presumably the public will need fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the school expansions or if a general tax increase is necessary.

Per the SEIS the size of the police force will need to double. Facility improvements and equipment additions will likely be needed to accommodate a doubling of the police force, but no details or costs are included in the SEIS. It appears the developer is not proposing to fund police facility expansion so presumably the public will need to fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the police facility and equipment expansions or if a general tax increase is necessary.

The SEIS Section 3.14 states that the Cle Elum transfer station is currently operating at capacity and the additional stream of solid waste (garbage) from Alt's 5 or 6 would exceed the current capacity requiring expansion of the facility. The cost of this expansion is not reported in the SEIS fiscal analysis. It appears the developer is not proposing to fund this expansion so presumably the public will need to fund it, either from the general fund or via bonds. This cost should be included and analyzed to determine if increased revenues from the development will pay for the facility or if a general tax increase is necessary.

As the land use process progresses the City's responsible officials will determine what costs or improvements can be assigned to the project developer, which will be funded by the City's general fund, which will be funded by new bond issues (increased taxes), which will be funded by special purpose districts, etc. but unless all the capital facility and equipment costs are included and the bottom line cost accurately tabulated, the SEIS will not adequately disclose the true impacts and the public and city officials will not be adequately informed. The SEIS Fiscal analysis should include all costs required to serve the project.

Comments on TENW traffic report (Note: comments are provided on the transportation source document, but not specifically on the transportation section of the SEIS. However, all comments on the TENW traffic report should be construed to apply to the applicable sections of the SEIS proper)

General - The upper county is not a "typical" urban area. The economy, land use and traffic patterns of the upper county is primarily driven by recreational use and seasonal tourism. There are a number of statements in the Traffic report that imply that "standard" engineering assumptions for typical urban development are appropriate, and that busy weekend peak hours need not be mitigated because they are so short. Heavy seasonal and weekend recreational use IS the normal for the upper county against which impacts of the proposed project should be measured. I believe that the traffic impacts for weekday periods is somewhat overstated and that impacts during peak summer weekend periods are significantly understated. To the extent that the traffic analysis, and subsequent mitigation assumptions, are based on trip generation/distribution from "typical" urban areas that are non recreational/tourist oriented, they must be revised to focus on actual area patterns.

Page 5, paragraph 2: The report states "it is not standard traffic engineering practice to mitigate for traffic conditions that only occur for a few hours a week during the summer months". I don't believe this to be true, there are no specific engineering standards for mitigation. Requirements for mitigation vary by jurisdiction. The City of Cle Elum may (or may not) decide to mitigate specific project impacts after viewing the data. Regarding mitigation for short period impacts, if there was a standard or code as cited, then no stadium project, event, or other short but significant project would ever be required to mitigate its impacts. The report should remove references to engineering standards for mitigation.

Section 2.5 (1st paragraph) and Fehr memorandum (page 2) states the Kittitas County model was calibrated with 2019 weekday PM traffic counts, but the traffic counts, locations, dates and times gathered, do not appear to have been provided in the report. This information should be included for public review, as it is not possible to assess the validity of model predictions without this information. It is well known locally that there are intersections in the study area that currently operate at LOS F during peak summer periods when I-90 is at capacity. This does not appear to be reflected in the study as an existing baseline condition.

Section 2.5 (1st paragraph) states that traffic counts at intersections 21 - 24 were collected in December and then increased by 64 percent using WSDOT guidelines to estimate peak summer conditions. This is not accurate and significantly understates existing summer peak period traffic. Intersection 21 (Roslyn - Pennsylvania and 903) currently operates at LOS F during peak summer periods, not LOS C as shown. Current wait times significantly exceed the 17 to 20 sec stated in the report and so the impacts of the proposal in future years are understated. At peak times the traveling public uses local side streets to bypass congestion on 903 through Roslyn, causing impacts to Roslyn residents. The additional traffic from the proposed development will significantly worsen the situation. The SEIS consultant team should meet with City of Roslyn staff to verify existing conditions and update the models to accurately reflect existing conditions and accurately report project impacts.

Section 2.5 (1st paragraph) traffic counts at intersections 21 - 24: The upper county/Roslyn has numerous festivals, events and iconic businesses during the peak summer season that are major attractors that significantly affect traffic patterns, trip generation and parking needs during peak periods. These events have been going on for many years, some for decades, and are effectively part of the baseline. Surely the proposed development will similarly be attracted to these events and downtown Roslyn. The trip distribution in the SEIS does not appear to include this attractiveness, and the trip distribution to Roslyn during peak periods seems very understated. The SEIS consultant team should meet with City of Roslyn staff to verify existing model distributions and update to accurately reflect existing conditions and accurately report project impacts.

Section 2.5 Future 'Baseline' Traffic Volumes - The I-90 Snoqualmie Pass East widening project appears to be inducing more traffic and growth in the Upper County area (both permanent residents and recreational use), and with the next phase to Easton underway this is likely to accelerate. Do the traffic growth assumptions include this induced growth as baseline? What magnitude was assumed?

Section 2.6 Existing Intersection LOS, Table 7 - As noted above the LOS at intersection 21 is not LOS B. It

frequently operates at LOS F during peak summer periods.

Section 2.6, Page 25 last paragraph - The report states "it is not standard traffic engineering practice to mitigate for traffic conditions that only occur for a few hours a week during the summer months". See comment above, this statement should be removed from the report.

Pages 28 & 29, Future baseline conditions - Intersection 21 currently operates at LOS F. Report should be revised accordingly

Sections 3.4 & 3.17, Trip Generation: For both Alternatives 5 and 6 it appears that trip generation for the residential portion assumes typical Urban type development trip generation patterns where peak trips are to and from employment centers during PM peak hours. However, upper county does not follow typical Urban Development patterns as noted above. It is likely that either Alts 5 or 6 will contain significant amounts of "2nd houses" for weekend use and rental (unless prohibited by deed restriction). This weekend use pattern will drive up the trip generation to and from the site during the Friday and Sunday peak periods and so the analysis as currently completed may well understate the impacts of the proposal during these periods. The analysis should be revised accordingly.

For Alternative 6 RV resort see General Comments on RV Resort above. The parameters and statistics used to assess RV Resort impacts are based on much smaller RV parks. Additional data based on facilities of similar type and size should be provided to verify model assumptions.

For Alternative 6 RV resort, what is the basis for trip generation? I could not find a separate trip generation table for the RV resort in the report and it appears that weekend trips to the resort by RVs are understated. Unless specific studies are provided to the contrary, it would seem logical to assume that many, if not most, RV sites will turn over on weekends, significantly driving up the trips and impacts.

Before a new supermarket is built in the proposed commercial center (2031), the only full service supermarket in the upper county is Safeway at W 1st st and Douglas Munro Blvd. Being the only supermarket, it is a major traffic attractor and its "attractiveness" could be understated by standard ITE criteria. The effect is magnified by the recreational use patterns as many weekend visitors stop at the Safeway before continuing, to their ultimate destinations, particularly on Friday afternoon/evenings. Has this clearly known effect been included in the models? If the traffic analysis assumes that a supermarket in the commercial area will reduce offsite impacts then there should be a specific timeline and commitment by the developer to have the new supermarket constructed at a specific date. If the timing of a new supermarket will be allowed to be driven by market conditions, then the study should provide clear justification for any timing that is assumed.

Sections 3.2, 3.3, 3.14 & 3.15, Roadway Network, Site Access and Circulation: While the site is located in the City's urban growth area, it is essentially "disconnected" from the City proper. The SEIS should study the possibility of extending a new arterial road from the residential portion of the site directly to Douglas Munro Blvd. to provide direct connectivity to the City's primary Urban Area, businesses, services, a second access to I-90 as well as access to the future low cost housing site (which currently has no access point shown on the site plan). It would also reduce impacts to Roslyn, Ronald and other residences along 903.

Sections 3.6, 3.7, Future Intersection Volumes / LOS - The impacts at Intersection 21 (903 and Pennsylvania in Roslyn) are understated - see above

Table 23, Page 57, Site Access LOS Summary - Table 23 shows that every project entrance will fail during summer peak periods. Bullfrog Rd and 903 are critical ingress/egress roads for the region, for both residents and weekend visitors that come and go from I-90 to up valley areas. It is the "Front Door" to up valley areas. The traffic report should detail what these LOS failures actually mean for the traveling public headed up

valley but not going to the project, what level of congestion, length of queues and delays on the main road, etc, To the extent that new congestion on Bullfrog and 903 caused by the project makes it more difficult to proceed up valley this will result in significant impacts and should be disclosed (and mitigated). Congestion that degrades the experience of weekenders headed up valley WILL impact up valley towns and businesses.

Section 3.8 & 3.19 - Have WSDOT or Kittitas county been consulted about replacing stop controlled intersections on SR 903 and Bullfrog Rd with roundabouts to match existing facilities that abut the project? Current WSDOT guidelines generally show a preference for roundabouts at all new access points of major developments. Roundabouts at site access points should be included in the study.

Section 4 - Mitigation Measures: Impacts, and mitigations, for all weekend peak periods should be included (see above).

Contribution of funds based on the project's calculated proportional share of impacts is not adequate, or effective, mitigation unless the contribution is made to an actual Public Capital improvement project that is scheduled for construction prior to or concurrent with the timing of the impact (concurrency). Partial funding that does not result in road or intersection projects being caused to be built does not mitigate project impacts. To mitigate project impacts in fact and maintain a reasonable concurrency four options are available:

1. The project is responsible to construct the improvements necessary to maintain adequate levels of service on affected roads as the development is built out;
2. The project can partner with other developers or municipalities to construct necessary improvements in a timely way;
3. The project can wait until necessary improvements are constructed by others and road capacity actually exists to proceed;
4. If an affected jurisdiction has a Capital Improvement Plan that includes construction of necessary improvements, the project can contribute to it (and accelerate needed elements) so that improvements are concurrent with impacts. Note that any solution that includes the expenditure of public funds to construct improvements needed for the development to proceed and require new taxes to do so, constitutes a financial impact on the public that must be analyzed and disclosed in the SEIS.

The impacts to Intersection 21 (903 and Pennsylvania in Roslyn) are understated and mitigation by the project should be required. The developer and City should meet with the City of Roslyn officials to work out acceptable mitigation.

The project should be required to extend an arterial to Douglas Munro Blvd. to provide an alternative route from the project to the City center.

Table 23 shows that virtually every project entrance will fail to meet level of service criteria during summer peak periods causing significant congestion on adjacent roads, yet no mitigation is proposed. The project should be required to mitigate ALL impacts during peak periods. Roundabouts should be studied.

Comments on Sec 3.8 Aesthetics/Light & Glare

The developer is proposing a 100 ft buffer along most of the Bullfrog Rd. Corridor. For locations 3a, 3, 5 and 6 the SEIS states that views of the RV Resort ".... would be completely blocked by the density of the existing trees associated with the approximately 100-foot on-site forested buffer that would be retained along the perimeter of the site in this area". This is factually incorrect. Views of the RV site will not be completely blocked by a 100 ft buffer. Evidence to this fact is available by just driving the corridor and looking through the trees. Additional evidence is that the Suncadia golf course is visible from Bullfrog Rd, in part, even though Suncadia provided a buffer of 400+ ft. of similar density trees. A better reflection of the impact of a 100 ft.

buffer between 47 degrees North and Bullfrog Rd. would be the existing development in the vicinity of the Fire District #7 fire station, which is clearly visible through the current 75 ft +/- tree buffer.

For locations #7 and #8 the SEIS states "Views of proposed development on the site (e.g., single-family residential uses) would be completely blocked from view by the intervening approximately 500-1,000-foot open space/buffer that would be retained along the perimeter of the site in this area. These view locations look across the 250 foot to 300 foot wide cleared power line corridor, so there is substantial reason to believe that this statement is factually incorrect. The SEIS should include a simulation or modelling of the view of the project from Bullfrog road in the vicinity of the power line crossing to accurately assess the impact on views.

The proposed 100 ft buffer cited in the mitigations section is not adequate to prevent adverse cultural and economic impacts. Additional buffer width and/or mitigation should be provided in the SEIS document.

Comments on Sec 3.11 Parks & Recreation

The SEIS Section 3.11-9 states:

RV resort visitors under SEIS Alternative 6 would also contribute to the need for regional, county, and local parks and recreational facilities, particularly because they are often coming specifically to use the area's recreational resources. However, since these visitors would not be permanent, year-round residents, and the entire proposed RV resort would be considered a recreational amenity, the RV resort visitors are not expected to place as great a demand on off-site recreational resources as the permanent population in the proposed housing.

The two sentences in this paragraph seem to be contradictory, if the RV visitors come specifically to use the area's recreational resources, why would they be expected to have less demand than the permanent population. Without backup data it could easily be argued that the reverse is true. The SEIS should provide specific analysis or data to determine the actual impacts of the RV Resort on area parks and recreational facilities.

Section 3.11 provides no analysis of impacts (and mitigations) on Roslyn and Ronald area recreation facilities, among which are Coal Miners Trail, the Roslyn Urban Forest Mountain Bike Trail system, the Towns to Teanaway trail system, as well as various Roslyn Festivals and events. Roslyn is a major tourist and recreational attractor amenity which will clearly be visited by the Residents and RV users in the proposed project. It is within the 1 mile radius, and the SEIS team made public commitments to analyze impacts to up valley towns. The SEIS should include analysis of these impacts. The developer and City should meet with the City of Roslyn officials to define the scope of analysis and impacts on Parks and Recreation facilities in Roslyn and discuss appropriate mitigation.

Lastly, I understand that the City proposes that comments to the SEIS will be addressed in the FSEIS. Considering the fundamental inadequacies in the SEIS outlined above, the lack of proposed mitigations, how mitigations will be funded, lack of data on elements of the project, etc, I request that the city do not proceed straight to FSEIS but rather that the City issue an amended SEIS for additional public review and comment. Given the size of the project, the magnitude of impacts to the region, the lack of clarity on proposed mitigations and who will fund them, it is only reasonable and fair for the public to have complete information on the proposal before it proceeds to the next step.

I appreciate the opportunity to make these comments, if you have any questions or need clarification please feel free to contact me. If you could drop a quick note to confirm the timely submittal I would greatly appreciate it.

Respectfully submitted,

Tom Uren, P.E.
103 N "E" St
Roslyn WA 98941
206-947-2566

SEPAResponsibleOfficial

From: Nancy Van Wert <nancyvanwert@gmail.com>
Sent: Thursday, October 15, 2020 8:48 AM
To: SEPAResponsibleOfficial
Subject: Community Center

**City of Cle Elum:**

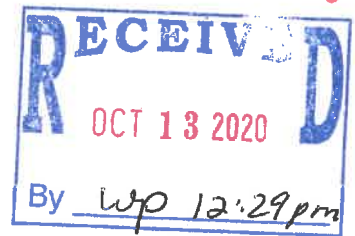
The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

1

Nancy Van Wert
3581 Summit View Road
Cle Elum, WA. 98922
509-656-4323

October 12, 2020 ✓

TO: SEPA Responsible Official
City of Cle Elum

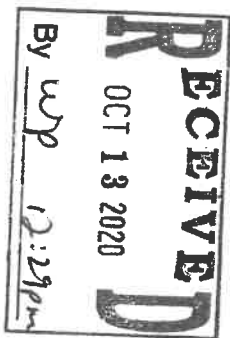
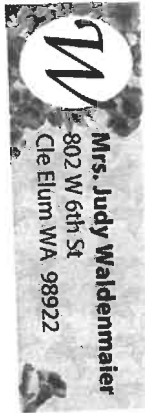


FROM: JUDY WALDENMAIER
802 W. 6TH ST.
CLE ELUM WA 98922

The City of Cle Elum must immediately demand, in legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats development agreement by transferring 12 acres of land and \$5.8 million, for a Community Center to the City of Cle Elum.

Thank you for your immediate consideration of this urgent request.

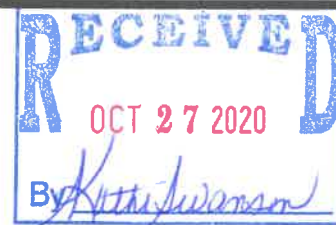
Judy Waldenmaier



SEPA Responsible Official @
City of Cle Elum
119 W. First St.
Cle Elum WA
98922

SEPAResponsibleOfficial

From: Joe and JoLynn Wallick <joe506@yahoo.com>
Sent: Tuesday, October 27, 2020 10:38 AM
To: SEPAResponsibleOfficial
Subject: Community center



"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

JoLynn Wallick
509-260-1681

Sent from Yahoo Mail on Android

SEPAResponsibleOfficial

From: Wersland <wersfam10@gmail.com>
Sent: Tuesday, October 27, 2020 11:53 AM
To: SEPAResponsibleOfficial
Subject: Community Center



To Whom it may concern,

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled. The need in our community is great. Do not let this go any longer.

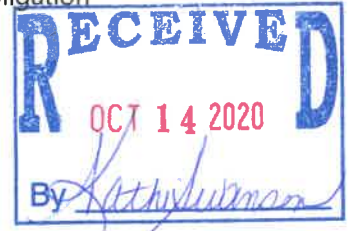
1

Sincerely,

Christy Wersland

Kathi Swanson

From: Beth Willams
Sent: Wednesday, October 14, 2020 11:39 AM
To: Kathi Swanson
Subject: Fwd: Upper County Community Center, and Suncadia's obligation



Sent from my U.S.Cellular© Smartphone
Get [Outlook for Android](#)

From: Liz Wise <YoungWise@inlandnet.com>
Sent: Tuesday, October 13, 2020 3:48:13 PM
To: jglondo@cityofcleelum.com <jglondo@cityofcleelum.com>; kenr@cityofcleelum.com <kenr@cityofcleelum.com>; beth@cityofcleelum.com <beth@cityofcleelum.com>; steveharper@cityofcleelum.com <steveharper@cityofcleelum.com>; ruston@cityofcleelum.com <ruston@cityofcleelum.com>; mholz@cityofcleelum.com <mholz@cityofcleelum.com>; Mlundh@cityofcleelum.com <Mlundh@cityofcleelum.com>
Subject: Upper County Community Center, and Suncadia's obligation

Dear City Council member,

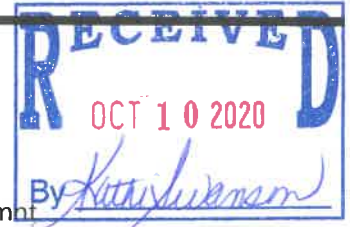
I am writing to communicate my belief that the City of Cle Elum must immediately demand, in good legal form, that Suncadia fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled.

Thank you for your attention,

Elizabeth Wise
206 W Fifth St
Cle Elum, WA 98922

SEPAResponsibleOfficial

From: Kathy Wyborski <wyborskikathy@yahoo.com>
Sent: Saturday, October 10, 2020 12:45 PM
To: SEPAResponsibleOfficial
Cc: Jay McGowan
Subject: Suncadia-City of Cle Elum Community Development Agreement



The city of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfil its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum.

1

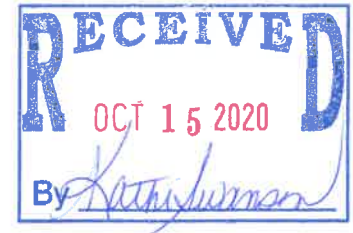
Thank you for your attention in this matter,

Kathy Wyborski
231 Sagebrook Lane
Cle Elum, WA 98922
810.580.1314



Kathi Swanson

From: Jack Young <jyoung3006@gmail.com>
Sent: Tuesday, October 13, 2020 10:48 AM
To: Kathi Swanson
Subject: Suncadia obligation



Hi Kathi,
Would you be so kind and forward this note to our city council members for me.
I could not find a group mailing option on the city website.
Thanks!
Jack Young

Dear council members,
Please represent me and my neighbors and demand that Suncadia fulfill its obligation for a transfer of land to the city for a new community center and amenities as agreed to. You may have already addressed this situation, but I did not see it in past meeting minutes. Thank you, and know that your community is watching.

1

Jack Young
Cle Elum resident

Kathi Swanson

From: Alexandra Kenyon <Alexandra@kenyondisend.com>
Sent: Friday, October 16, 2020 11:15 AM
To: Kathi Swanson
Subject: RE: Suncadia obligation

Yes, I think that's appropriate. Happy Friday!

From: Kathi Swanson <kathi@cityofcleelum.com>
Sent: Friday, October 16, 2020 11:10 AM
To: Alexandra Kenyon <Alexandra@kenyondisend.com>
Subject: FW: Suncadia obligation

Hi, Alex;

When I receive these types of emails, is it appropriate to distribute it to council as requested? Thanks.

Kathi Swanson
CITY CLERK



119 W First Street
Cle Elum, WA. 98922
(509) 674-2262 ext. 103
kathi@cityofcleelum.com
www.cityofcleelum.com

From: Jack Young [<mailto:jyoung3006@gmail.com>]
Sent: Tuesday, October 13, 2020 10:48 AM
To: Kathi Swanson <kathi@cityofcleelum.com>
Subject: Suncadia obligation

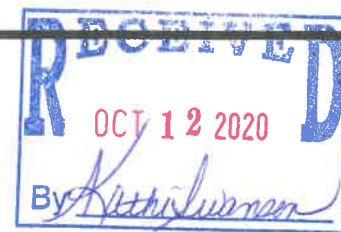
Hi Kathi,
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I could not find a group mailing option on the city website.
Thanks!
Jack Young

Dear council members,
Please represent me and my neighbors and demand that Suncadia fulfill its obligation for a transfer of land to the city for a new community center and amenities as agreed to. You may have already addressed this situation, but I did not see it in past meeting minutes. Thank you, and know that your community is watching.

Jack Young
Cle Elum resident

SEPAResponsibleOfficial

From: Jock Young <jock_y@yahoo.com>
Sent: Monday, October 12, 2020 12:50 PM
To: SEPAResponsibleOfficial
Subject: Community Center

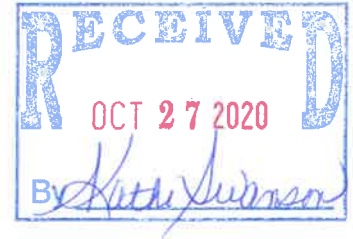


Please do what you can to see that the City of Cle Elum builds a community center on land from Suncadia with money from Suncadia. | 1

Jock Young
206 W 5th St
Cle Elum WA 98922
509 304 8447

SEPAResponsibleOfficial

From: Larissa Zepp <lstuder84@gmail.com>
Sent: Tuesday, October 27, 2020 12:43 PM
To: SEPAResponsibleOfficial
Subject: Community Center



"The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Elum. All discussions regarding Bullfrog Flats must cease until this obligation is fulfilled."

1

Larissa Zepp
Cle Elum

Betty J Zierke

706 W 5th St. Unit B

Cle Elum Wa. 98922

City of Cle Elum

119 W First St

Cle Elum, WA 98922

The City of Cle Elum must immediately demand, in good legal form, that Suncadia immediately fulfill it's obligations under the 2002 Bullfrog Flats Development Agreement by transferring 12 acres of land and \$5.8 million, expressly for a community center, to the City of Cle Elum .

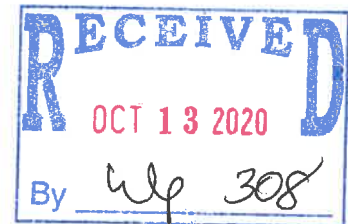
1

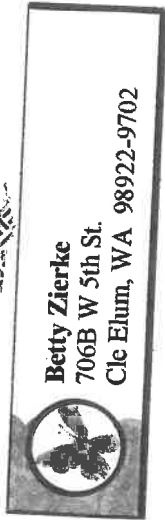
Sincerely,



Betty J Zierke

Property Owner





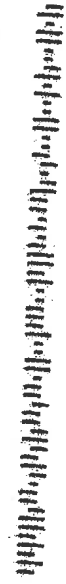
Betty Zierke
706B W 5th St.
Cle Elum, WA 98922-9702



*EPA Response Unit
City of Cle Elum
119 W First St
Cle Elum WA 98922*

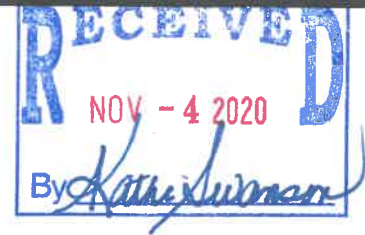


98922\$1105 C002



SEPAResponsibleOfficial

From: Mark Randleman <dr.randle1@icloud.com>
Sent: Tuesday, November 03, 2020 3:29 PM
To: SEPAResponsibleOfficial
Subject: Community Center



My name is Mark Randleman. 495 East 4th st. Cle Elum. We moved to Cle Elum in 1978 and raised our family here. I worked for the school district for 40 yrs. teaching the youth of our community. We need to negotiate very diligently as a city with Suncadia to perform on there responsibilities of land and monies for a community center. Quality operations are developed through trust in your people and community. There would be no better way to leave a positive impact on this community than to offer the opportunity of a community center. Suncadia knows this as they have been very generous in there support over the years. Let's make this work a priority and it will happen.

Thank you

Mark Randleman

Sent from my iPhone

Dedicated Phone Line Comments

VOICEMAIL TRANSCRIPT

Voicemail VM - 1

Trish Griswold

Hi, this is Trish Griswold. 203 Elk Haven Road Cle Elum Washington 98922. Griswoldtrish@gmail.com is my email and this may not be the appropriate place to do that but I tried to use the link on your site to email a response and it wouldn't send so I was gonna leave a message but then I just heard through this and maybe this is more of an opinion piece, but I am concerned over over-developing our area and we need trails close to the city and I'm thinking of those close to the cemetery in Cle Elum and also the Washington State horse park. They're well used. There was a grant that was advertised in the paper that we could've asked to purchase some. I contact both the city and I contact Suncadia and I wrote a letter to the editor and got no response from anyone but even at this time you know with COVID and all that, we really shouldn't be spending more time inside but raise opportunity outside so I'll be willing to do the Grant if somebody knew how to do that. Anyway I'm sorry if this is the wrong place to put this. Thanks bye.

1

Voicemail VM - 2

Jack Young

My name is Jack Young. I live at 307 North Wright Avenue in Cle Elum. My email address Jyoung3006@gmail.com. I am calling and asking the City of Clay Elum to demand that Suncadia fulfill its obligations under the 2002 Bullfrog Flats Development agreement and transfer the 12 acres of land and as well as the dollars that was indicated in that agreement for a Community Center here in Clay Elum. This project should not continue until that is done and that is my opinion and please stop this project and tell the Cle Elum, as agreed to, receives the acreage and the dollars. Thank you very much.

1

Voicemail VM - 3

Darryl Lester S. Chepoda

Hi, I'm Darryl Lester S Chepoda. I've lived here for over 82 years. 441 Pays Road. The reason I'm calling is in response to your ad in the paper concerning the community center. In the beginning, the community center where the location seems like it's awkward for town folks. It seems like it's more of an addition for Suncadia as opposed to the people of Cle Elum. I'm wondering in my own mind I'd like to see this development and I think it should be expediently handled and I can't understand why prior city attorneys didn't get that all transferred into the city as opposed to waiting this long. But anyway we're at that point now which I'd like to see it to get done like I said I don't think the spot for the community center is advantageous to us. Furthermore, I think Suncadia should develop themselves into their own city. They do have signage on the highway indicating Suncadia. I think they

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should develop that into a city, have their own Police Department, and fire department. They made a nuisance on Bullfrog cut off. They made a nuisance in Roslyn with drunkenness and that sort of stuff. I just feel that they need to incorporate themselves as a city. Thanks.

1
cont'd

Voicemail VM- 4

Carolyn Jones

Yes, my name is Carolyn Jones and I am a resident of 511 West 6th Street in Cle Elum and I have lived here for 38 years. I am calling regarding the 47 North Project and I would like to express that the City of Cle Elum must immediately demand in good legal form that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development agreement by transferring 12 acres of land and 5.8 million expressively for a community center to the City of Cle Elum. My email address is gdckjones@gmail.com. Thank you.

1

Voicemail VM - 5

Shelly Watson

Hi my name is Shelly Watson. My address is 306 South 2nd Street, Roslyn Washington. My email jazzgrrrl@hotmail.com. The City of Cle Elum must immediately demand in good legal form that Suncadia immediately fulfill its obligations under the 2002 Bullfrog Flats Development agreement by transferring 12 acres of land and \$5.8 million expressly for community center to the City of Cle Elum. Thank you and as far as bull frog flats that's very scary thing. I was evacuated three years ago with the fire and we only have one road in one road out. It is, that's a terrible thing to do to our community and water rights, where does that come from. Again, thank you very much. Bye bye.

1

Voicemail VM - 6

Jerry Hine

Yes, my name is Jerry Hine. I live at 615 East 3rd Street in Cle Elum and I want to make sure that before any action is taken on the EIS that be on the 47 North Development that Suncadia must live up to its developer agreement of 2002 and must surrender 12 acres and \$5.8 million to the city prior to any action on 47 North. Thank you.

1

Voicemail VM - 7

Cathy Hayes

My name is Cathy with a C, last name Hayes. My address 423 Wapiti Drive, Cle Elum, 98922. My email address cahayes1947@gmail.com. And I'm calling to comment on the Bullfrog Flats development. I think that the City of Cle Elum, well it's the agreement with Suncadia 12 for 12 acres back in 2002. I think that the City of Cle Elum should immediately move forward with Suncadia to get the funds to build the Community Center. Thank you and have a great day bye bye.

1

Voicemail VM - 8

Carla Scoon

Hi my name is Carla Scoon. I live at 811 Columbia Avenue North in Cle Elum, Washington. My phone number is 509-312-7000. My email address is wolfsave@hotmail.com. And my comment is with regards to the agreement that was entered into over 18 years ago between Suncadia and the City of Cle Elum to provide a community center to the city of Cle Elum. This agreement involves transferring 12 acres of land and 5.8 million dollars in order to facilitate this community center. I am in support of it. I have been waiting for this a long time. I think it would be of great benefit to our community because we have youths here specially that needs a place to come together and meet to avoid meeting at other places without supervision and some youths are not involved in sports or they may not excel at their studies. However, they need social interaction, a place where they can come and be together. Plus, this would also aid the community in providing a place for community events. So, I would like very much for the City of Cle Elum and Suncadia to move ahead now before any other major changes are made by Suncadia and to perform in a legal agreement what they have agreed to previously. It's been 18 years and it's time to do something now legally to keep this contractual agreement. So they need to perform. The parties need to perform. That's what I am saying. And I thank you very much for this opportunity to speak. Thank you, goodbye.

1

Public Meeting Comments

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Public Meeting

Supplemental Environmental Impact Statement

October 22, 2020



206.287.9066 | 800.846.6989
1325 Fourth Avenue, Suite 1840, Seattle, Washington 98101
www.buellrealtime.com
email: info@buellrealtime.com



CITY OF CLE ELUM, WASHINGTON

470 NORTH MASTER SITE PLAN AMENDMENT
SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT
PUBLIC MEETING

October 22, 2020

6:00 p.m. - 6:48 p.m.

REPORTED BY: CRYSTAL R. McAULIFFE, RPR, CCR 2121

1 CLE ELUM, WASHINGTON; OCTOBER 22, 2020

2 6:00 p.m.

3 -o0o-

4 MS. TOOMEY: Welcome to the 47o North Master
5 Site Plan Amendment, Supplemental Environmental Impact
6 Statement Public Meeting. We will begin shortly.

7 Good evening, everyone. Welcome to the
8 public meeting for the 47o North Master Site Plan,
9 Supplemental Environmental Impact Statement. My name is
10 Colleen Toomey, and I'm part of the project team
11 supporting the City of Cle Elum.

12 Before we begin the presentation, I would
13 like to walk through a few important items. We will
14 have three segments tonight. First, a short
15 presentation; second, a clarifying question-and-answer
16 session; and third, a public comment period.

17 To reduce background noise and make sure
18 things run smoothly, all attendees will be muted during
19 the presentation and the Q&A portions.

20 Tonight everyone is participating through
21 the Zoom platform. Here are the key features you need
22 to know about.

23 You can adjust volume by clicking on the
24 audio settings in the bottom left corner of your screen.
25 If you can't hear us, well, try turning up the volume.

1 If you have a clarifying question about the
2 supplemental EIS for our question-and-answer session,
3 you can submit it through the Q&A window here at the
4 bottom of your screen.

5 When you request a question, we request that
6 you use short, complete sentences. This helps when we
7 are reading the questions out loud for everyone.

8 If you are having technical issues with
9 Zoom, please send us a message from the chat window at
10 the bottom of your screen. We'll see if we can help fix
11 your issues.

12 Please use this for technical issues only.
13 Do not submit your questions or comments through this
14 window. Otherwise, we will not be able to capture them
15 for the public record.

16 We also have a call-in number for those who
17 wish to listen along; that number is (253) 215-8782.
18 Please use the meeting ID number 882-9008-2447.

19 We are -- if you are listening along or
20 watching on Facebook Live, we're glad you could join us.
21 We will not be able to take questions or comments from
22 call-in participants or from Facebook, but we encourage
23 you to submit comments through voicemail, mail, or
24 e-mail.

25 Finally, by participating in this event, you

1 are consenting to being recorded in accordance with City
2 law and public records practices. Any comments that are
3 made will become public information and all public
4 disclosure rules and regulations apply.

5 This meeting is one way you can provide
6 comment on the supplemental EIS. We will do our best to
7 give everyone a chance to comment through Zoom tonight;
8 however, if we run out of time, again, you can also do
9 so through the following way:

10 Leave a voicemail at our hotline at (509)
11 204-3035. The hotline will remain open through
12 October 30th.

13 You may also submit a written comment by
14 e-mail or mail. Written comments must be submitted by
15 Monday, November 2nd at 4:30 p.m. The e-mail address is
16 SEPA -- that's S-E-P-A -- Responsible Official at City
17 of Cle Elum dot com.

18 The mailing address is SEPA -- again,
19 S-E-P-A -- Responsible Official, City of Cle Elum, 119
20 West First Street, Cle Elum, Washington 98922.

21 Now, we would like to turn it over to
22 Cle Elum Major Jay McGowan, who will kick things off.

23 Okay. Mayor McGowan, are you with us?

24 MAYOR MCGOWAN: Yes, I'm with you. I don't
25 see myself on the screen, but that's okay.

1 Thank you, Colleen.

2 Hi. And I would like to thank all of you
3 that are participating in this virtual meeting about the
4 proposed 470 North Project.

5 I wish we could be meeting in person
6 tonight, but we can't. And your comments are important
7 to us, so we're going to try something new and
8 different.

9 Also, I wish to say that -- that the
10 Commission on Presidential Debate had consulted us
11 before we scheduled tonight's debate; so my apologies to
12 those of you that are missing this debate.

13 If friends or family members are missing
14 this meeting, please remind them that they can still
15 submit comments by phone, letter, or e-mail. This will
16 not be your only opportunity to comment on this project,
17 but it's an important opportunity. So let's give it a
18 try.

19 So thanks again. And now I think, Richard,
20 are you going to go over tonight's agenda?

21 MR. WEINMAN: Yes, I will. Thank you,
22 Mayor.

23 I would like to welcome everyone as well. I
24 will introduce the other members of the panel for
25 tonight's meeting, and then start moving us through the

1 agenda.

2 My name is Richard Weinman. I'm serving as
3 the City's designated SEPA-responsible official for the
4 470 North SEIS. My role is to ensure that the
5 requirements of the State Environmental Policy Act,
6 that's abbreviated as SEPA, are followed; and that the
7 Supplemental Environmental Impact Statement is thorough
8 and complete.

9 The other members of the panel -- of the
10 panel for tonight's meeting are, in alphabetical order,
11 Gretchen Brunner with the firm EA Engineering. Gretchen
12 is the project manager and the lead consultant for the
13 SEIS. Her role tonight is primarily to listen to your
14 comments.

15 Gregg Dohrn is a planning consultant and the
16 designated City Planner for the 470 North Project.
17 Gregg's role is to review the 470 North application when
18 it is submitted, to prepare a staff report, and to guide
19 the City through the review process for the project.

20 So tonight's meeting is focused on the SEIS
21 and your comments on that document.

22 We want to first give you some background
23 information about the proposal, about SEPA, and about
24 how the City's process for reviewing development
25 projects works. Gregg and I are going to present that

1 information.

2 Next we set aside 10 minutes for a
3 question-and-answer session to respond to questions
4 about the SEIS or the proposal, and that will be
5 followed by a short break.

6 Then Colleen will describe the mechanics for
7 using Zoom to comment at tonight's meeting.

8 When you give your comments, we ask that you
9 be as specific as you can and tell us if you think
10 anything is missing from the SEIS. If there are any
11 errors or things that need to be corrected.

12 The final EIS, which I'll describe a little,
13 will respond to all comments about the SEIS received
14 tonight and received by mail or e-mail.

15 We do appreciate that you likely have
16 opinions about the proposal, itself, and about lots of
17 other things. And we want to assure you that there will
18 be future opportunities in the form of meetings, public
19 hearings, and opportunities to comment on the proposal
20 itself.

21 I'll now turn it over to Gregg Dohrn.

22 MR. DOHRN: Great. Thank you very much.

23 Some of you may recall, but it was back in
24 2002 when the City Council approved a Master Site Plan
25 for what at that time was called the "Bullfrog Flats

1 UGA" or Urban Growth Area.

2 But in 2002, the City Council approved a
3 Master Site Plan. They approved a development
4 agreement, and those two documents were supported by an
5 Environmental Impact Statement that was prepared.

6 And since that time, the -- the Master Site
7 Plan largely sat vacant or idle. And only in the last
8 couple of years did it kind of come back to life. And
9 Suncadia approached the City to say that they looked at
10 selling a substantial portion of the property and the
11 project to a -- another party, and that they would
12 become development partners.

13 The City was subsequently introduced to Sun
14 Communities, and Sun Communities then advised the City
15 that they were looking at making or proposing
16 modifications to the Master Site Plan. And the
17 modifications were essentially to change the type and
18 composition of housing in the project.

19 The original development called for the
20 construction of up to 1,334 housing units, and Sun
21 Communities had advised the City that they were looking
22 at making revisions so that there would be in the
23 vicinity of 707 housing units and 627 RV pads that would
24 be within an -- an RV resort. So that was the basic
25 changes that were being proposed.

1 And if we go to the next slide, then,
2 please.

3 So this is a schematic of how that revised
4 development might look. It includes, once again, the
5 same areas along the river preserved as open space.
6 You'll see that there is still the areas for housing
7 over and near State Route 903. But the significant
8 difference would be in the middle of the project in the
9 area which would contain then an RV park resort. It
10 would include a number of amenities and -- and,
11 otherwise, the project is largely the same.

12 We should note that Suncadia would retain
13 ownership of the area to be developed as a business
14 park. And that's kind of the basic framework.

15 And so if we can go to the third slide,
16 then.

17 And looking at the slides. Once again,
18 you'll see the 1,334 units under the approved project.
19 The proposed revisions, and you'll also note that in the
20 process it has further been proposed that the area set
21 aside for business parking, commercial development would
22 be reduced.

23 When the City was advised that Sun
24 Communities was looking at proposing these revisions,
25 the -- the City -- reviewed the -- the scope of them,

1 went back to the development agreement that was approved
2 in 2002, and concluded that those proposed revisions
3 would constitute major revisions to the proposed
4 development. And as a result, would have to submit an
5 application for those -- for those revisions to the
6 City. And it would go through a public review process
7 and ultimately would be subject to review and approval
8 by the City Council.

9 The City staff further concluded that given
10 the -- the magnitude of the -- the potential changes and
11 the fact that the original Environment Impact Statement
12 was now, you know, 15, 16, 17, 18 years old, that it
13 would be appropriate to have the original Environmental
14 Impact Statement updated and then the proposed revisions
15 evaluated, which has led to now to the preparation of
16 this Supplemental Environmental Impact Statement that
17 Richard described.

18 And so, Richard, do you want to continue the
19 discussion, then?

20 MR. WEINMAN: Sure will.

21 So I would like to briefly explain what
22 an -- what a supplemental EIS is, how it's going to be
23 used, and how it fits into the City's process for
24 reviewing a development project.

25 So some basics about the State Environmental

1 Policy Act, which is abbreviated as SEPA. What is it
2 and what does it do?

3 SEPA is a 50-year-old state law that applies
4 to all state agencies and applies to almost all
5 decisions that they make, including development projects
6 and most types of planning documents.

7 The purpose of SEPA is to require state
8 agencies, including city councils and other decision
9 makers to consider the environmental affects of the
10 decisions that they are going to make before they act,
11 what -- what impacts will occur from taking a particular
12 action to the natural and built -- and human
13 environments, and how can those impacts be avoided or
14 reduced?

15 An Environmental Impact Statement or
16 Supplemental EIS is a document that helps to answer
17 those questions. It compiles and analyzes information
18 about the type and extent of impacts to the environment
19 that would occur as a result of taking action.

20 Most basically, it's a source of
21 information. It's a source of information that city
22 councils and other decision makers must consider before
23 they approve condition or deny a project.

24 The SEIS itself, however, is not a decision.
25 It doesn't approve or allow anything to happen, and it

1 does not need to be approved or certified. It is a
2 source of information for making decisions.

3 So this graphic on the screen summarizes the
4 basic steps in preparing an Environmental Impact
5 Statement.

6 The first couple of steps represented by the
7 gray and the green boxes are the decision by a SEPA
8 responsible official and issuance of notice that an EIS
9 or SEIS needs to be prepared. And it also requests
10 comments from the public and agencies and tribes about
11 the scope or what should be studied in that document.

12 That occurred for this project in October of
13 2019. And that included a scoping meeting that was held
14 at the middle school and an opportunity to provide
15 written comments.

16 After that the City issued a scoping
17 summary, which identified all the comments that were
18 received and the major issues that were raised in the
19 comments, based on that, the City, as Gregg mentioned,
20 determined that all environmental issues that were
21 originally considered in the 2002 EIS for the UGA and
22 Bullfrog Flats needed to be re-evaluated and updated
23 because of the extent -- the amount of time that had
24 passed, and that a supplemental EIS was the appropriate
25 document to do that in.

1 The second step, which is where we are now,
2 in the middle of the graphic, is preparation and
3 issuance of the draft SEIS document, and then obtaining
4 public comment on the document.

5 The SEIS was published September 17th, and
6 the comment period extended for 45 days and ends on
7 November 2nd.

8 So the final step is preparation of a final
9 supplemental SEIS, which is the second document. Two
10 documents, draft and final, together constitute the SEIS
11 for the project. And that is the document that will
12 accompany the project application in the land use
13 approval process and will be reviewed by the City
14 Council.

15 So the final EIS primarily responds to the
16 comments that are submitted by agencies and the public,
17 tonight, and in writing. It can also provide additional
18 information, if that's appropriate, or correct errors in
19 the Draft EIS. It can modify the proposal and add or
20 modify alternatives or -- or add new alternatives.

21 But the prime part of that document is a
22 response to your comments. So the Final EIS is expected
23 to be issued this winter, 20 -- probably early 2021.

24 So the next slide shows the relationship of
25 SEPA, which is shown in green on the right, to the land

1 use review process, which is in blue on the left. And
2 what this shows is how the SEIS is really part of and
3 integrated into the City's land use review.

4 In -- for this project as well, the
5 information in the SEIS will become information that's
6 used by the applicant to actually prepare an
7 application. So he will be able to -- the applicant
8 will be able to see the impacts and mitigation measures
9 that are identified in the SEIS and will have the
10 ability to adjust its site plan and focus its
11 application in a way that can, you know, avoid and
12 address the impacts in the -- identifying the SEIS.

13 So the other key part of the land use review
14 process is that -- to note, is that there will be
15 additional public hearings, additional notices on the
16 application is submitted, and additional opportunities
17 to comment.

18 MR. DOHRN: Richard?

19 MR. WEINMAN: Yes.

20 MR. DOHRN: If I could just add one thing
21 and -- and further clarify.

22 Going back to the point, the City Council
23 approved the Bullfrog Flats Master Site Plan in 2002.
24 What Sun Communities is proposing is modifications to
25 that Master Site Plan, and the Supplemental

1 Environmental Impact Statement will help us evaluate
2 those proposed modifications.

3 The important point to keep in mind is that
4 the Master Site Plan that was approved remains in effect
5 until such time that the City Council approves
6 modifications to it. And if the Council does not
7 approve modifications to it, it remains in effect.

8 The development agreement, which is a
9 contract between the City and Suncadia, remains in
10 effect and is only changed if the City Council approves
11 changes to it.

12 If the modifications that are proposed
13 are to be approved, there would then be a new
14 development agreement executed between the City and Sun
15 Communities, which would be a contract that would
16 obligate Sun Communities to perform certain measures as
17 they implement the Master Site Plan, and there may be
18 modifications to the development agreement with Suncadia
19 to recognize that they have a reduced role.

20 But nothing changes with respect to the
21 contract and, more importantly, to the development
22 agreement until such time that the City Council
23 indicates a willingness to potentially approve the
24 proposed modifications.

25 So I want to kind of make sure that

1 everybody understands that the contract in place stays
2 in place and only is changed if there is an -- an
3 agreement by the City Council to do so. And -- and that
4 will be important as we -- as we go forward.

5 And to reiterate, Richard, what you said,
6 once Sun Community finalizes their plans using the
7 information from the Supplemental Environmental Impact
8 Statement, we will then go through a formal process,
9 starting at the staff level, of reviewing and evaluating
10 the proposed modifications.

11 There will be an opportunity for the public
12 comment to comment then. And then following the
13 preparation of a staff report that will be made
14 available, the public will have another opportunity to
15 review and comment. There will be a public hearing.
16 And all of that information will be a part of the record
17 that goes to the City Council.

18 So, Richard, your comment about this is an
19 opportunity to -- to comment but not the only
20 opportunity to comment; wanted to underscore that,
21 because there will be at least two more opportunities,
22 if not more, as we proceed.

23 MR. WEINMAN: Yeah. And just to tie what
24 Gregg just said back to the SEIS.

25 For those of you who have taken a look at

1 that, one of the alternatives that is evaluated in the
2 SEIS is a continuation of the -- and development of the
3 site according to the currently approved Master Site
4 Plan and development agreement. So that is -- so that
5 is a possibility, and one that we're comparing to
6 development of the site according to the modified Master
7 Site Plan.

8 So with that, I'll turn it back over to
9 Colleen to get us started with some questions from the
10 attendees.

11 MS. TOOMEY: Thanks, Richard.

12 Okay. We will now take clarifying questions
13 on the EIS, the land approval processes, and on the 47o
14 North proposal. So please focus your questions on these
15 topics.

16 You can, again, submit your questions
17 through the Q&A window at the bottom of your screen.
18 Please use complete sentences that are succinct.

19 Again, we're going to take your comment now,
20 and then we will do public comment afterward. So please
21 hold off on final comments until we get to the last part
22 of the (audio disruption).

23 So Richard is going to read questions as
24 they come through, and then the project team will
25 answer.

1 We may not be able to answer every question,
2 but please know that our Zoom platform automatically
3 documents every question, so we will have a record of
4 it.

5 MR. WEINMAN: Before we get into the -- the
6 question that was submitted, let me -- I'd like to
7 briefly address one comment and question that we've been
8 hearing and receiving, you know, for the past several
9 days.

10 You may have read or heard -- well, there's
11 a lot of interest in the community of questions about
12 what's happening with the recreation center, you know,
13 where -- where's that site? Where's the project?
14 What's happening? And we know there's a high interest
15 and concern about that in the community.

16 And, coincidentally, just yesterday, I
17 believe, the City did receive communication and a -- I
18 guess I'll call it an offer from Suncadia for a way to
19 proceed with that. We do not know the details of that.
20 That is still confidential. The City Council will be
21 discussing that next week, I believe, in an executive
22 session. And as soon as they are able to communicate
23 what the status of -- what the substance of that offer
24 is and what the status of that requirement of the
25 existing development agreement is, they will communicate

1 it to residents. But we do not have any additional
2 information about that.

3 MR. DOHRN: And, Richard, if I could just
4 clarify. Just to be clear, actually, the City has not
5 formally received the letter in the proposal yet. It
6 has been described to the -- to the Mayor, in general
7 terms, but the City hasn't received the letter yet.

8 So we really -- we don't want to get out
9 ahead of Suncadia or the Mayor and the Council. But, in
10 fairness, the Council hasn't even -- the City hasn't
11 received it; so the Council hasn't even had a chance to
12 review it.

13 But as soon as we get the letter, which we
14 understand is forthcoming, the Council and the Mayor
15 will immediately review it and will use the City's
16 website to keep everybody posted on -- on the
17 developments.

18 But I just wanted to be clear that it's --
19 it has been described but not received. And so we don't
20 want to -- to get ahead of ourselves yet.

21 MR. WEINMAN: Okay. Moving on to the first
22 question.

23 What will happen with my comments and when
24 will responses to my comments be provided?

25 So, the Final EIS is the vehicle for

1 responding to all comments that are received on the
2 draft. So the -- the comment letter or transcript of
3 this meeting containing a -- a comment -- I'm not sure
4 if we mentioned at the beginning that we have a court
5 reporter who is recording this meeting and will prepare
6 a transcript of the meeting that will become part of the
7 Final EIS. The recording of this meeting will also be
8 available for viewing on the City's website.

9 So the comment, itself, will physically be
10 included in the final EIS. There will be a picture, a
11 PDF, of the comment letter. And if it contains one
12 comment, there will be a response, either on a facing
13 page or somewhere in the document that will respond to
14 that comment.

15 It may respond to that specific comment
16 individually. It will respond to Ms. Smith, comment
17 about police service. And we'll provide an answer to
18 the question if we can.

19 I mean, it can respond to specific questions
20 that relate to information in the SEIS.

21 It can't respond to expressions of opinion
22 about the project. I mean, if the comment is I don't
23 like this project, it should go somewhere else. Or I
24 love this project, build it faster. Those are not SEIS
25 issues.

1 We can respond to questions or comments
2 about transportation, about any of the environmental
3 issues that are included in the SEIS.

4 So that will appear in the final SEIS
5 document, itself. We're not going to -- we don't reply
6 to those or respond to those individually as they come
7 in. We do it all at one time. And it's all published
8 in the Final SEIS document, which we expect to be issued
9 in -- sometime during the winter.

10 Any other questions to start?

11 Okay. Colleen, do you want to take it? Do
12 you want to leave it open for a few more minutes or move
13 on?

14 MS. TOOMEY: Well, if we don't have any more
15 questions, I think what we can do is go ahead and take a
16 five-minute break.

17 If you are registered to give public comment
18 tonight, please be ready to give your comment when we
19 return. Just as a reminder, you can submit your
20 comments by voicemail, e-mail, or mail.

21 You'll see we have a timer going on here on
22 the screen for five minutes. So we'll take a break and
23 we'll come back and do our public comment period.

24 (A break was taken from to 6:35 p.m. to 6:39 p.m.)

25 MS. TOOMEY: Okay. Welcome back.

1 We are moving to the public comment period.
2 We will be able to take comment until 8:30 p.m. If we
3 run out of time, again, you can provide your comments
4 through voicemail, e-mail, or mail.

5 So here's how we're going to do things
6 tonight. Participants have preregistered to provide
7 comment. You must be logged into the Zoom platform so
8 we can first identify speakers and then unmute and mute
9 speakers for comment.

10 I will call your name, and then I'm going to
11 note who is next in line.

12 So a member of our team is going to invite
13 you to speak. You will get a notification on your
14 screen similar to what you are seeing here on the
15 PowerPoint slide to unmute yourself. You need to first
16 unmute yourself before you can speak. You will have
17 three minutes to speak.

18 Please start by providing your full name and
19 your physical address for the record. There will be a
20 timer on the screen. When three minutes -- when time is
21 up, we will move on to the next speaker.

22 So we start with those who have checked the
23 box for public comment on their meeting registration.
24 We pulled this list at 5:30. So if you registered after
25 5:30, we may not have your name on the list yet.

1 But that's okay. When we get through
2 everyone, we will be able to take additional comments,
3 and we'll give you some guidance on how to raise your
4 hand to do that when we get to that point.

5 So again, this meeting is being recorded in
6 accordance with City law and public records practices.
7 Any comments that are made will become public
8 information, and all public disclosure rules and
9 regulations apply.

10 Okay. So we'll move to the next slide. I
11 am pulling up our registrant list. So the first person
12 that we are looking for tonight for public comment is
13 Linda Wood. We are looking for Linda on our registrant
14 list. You were the first speaker.

15 Linda, if you are there, can you send us a
16 chat to let us know. We'll come back to you. But you
17 are not seeing you on our list yet.

18 Okay. So the next person is Roger Beck.
19 And then after Roger Beck will be Nicolas Webb.

20 Okay. So, Roger, you are being unmuted.

21 Please state your name and your physical
22 address first. And your time begins as soon as you
23 start speaking.

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24 MR. BECK: Roger Beck, 420 Black Nugget,
25 Cle Elum.

1 Actually, Gregg covered the main comment
2 that we wanted to make, which is that we have reached an
3 agreement between Sun Communities and Suncadia to -- to
4 work with the City and try and -- not try, but to make
5 an offer to get us through the planning process for
6 both -- both 470 North and also the recreation center.

7 I'd say there is still a -- a bridge that
8 needs to -- a gap that needs to be bridged in order for
9 us to -- to -- to provide funding, but we're -- I think
10 that we have made a reasonable offer to the City or in
11 the process of making a reasonable offer to the City.

12 So I wanted to get that one -- that issue
13 moving forward, and -- and with Sun Communities'
14 cooperation and hopefully with the cooperation,
15 presumably with the cooperation of the City, I think
16 we'll be able to get there.

17 So thank you.

18 MS. TOOMEY: Thank you, Roger.

19 Okay. The next person on our list that we
20 were looking for is Nicolas Webb. Nicolas, we are
21 looking for you on the Zoom registrant list here. If
22 you are on here, please shoot us a note in the chat so
23 that we know you are here.

24 So we have three people pre-registered.

25 Thanks, Roger, again for your comments.

1

1 Hopefully, we'll get to hear from Nicolas.

2 If anyone else would like to give comments
3 right now who hasn't been named, what you can do is use
4 the raised hand feature that is either next to your name
5 or at the bottom of your screen.

6 So will you just use the same process. I'm
7 going to call on you as I see you on the list with the
8 raised hand. Our team will invite you to speak. You'll
9 unmute yourself, and you will have three minutes.

10 So just give us a minute for us to check our
11 list to see if we see some raised hands.

12 Okay. Well, it does not look like we have
13 any hands raised for public comment. And doesn't look
14 like we have Nicolas on the meeting with us.

15 So with that, I will just turn to it back
16 over to Richard and Gregg, if you have any closing
17 comments that you want to say about the project. And
18 then I'll just do a final reminder of how people can
19 comment on the project. We're going to leave that
20 information up for you.

21 So Richard and Gregg, anything that you
22 would like to share.

23 MR. WEINMAN: Are there any additional
24 questions out there, since we have some time, about the
25 SEIS?

1 MR. DOHRN: Richard, I would just like to
2 reiterate that in addition to the different ways to
3 comment, that we will be updating the -- the website or
4 web page on a regular basis, and that will be the best
5 ongoing source for information.

6 So as new information is submitted to the
7 City, or there are new developments or activities, those
8 will be posted on the web page. So if you're accustomed
9 to that, that will be the best source of information.

10 Some of you, like myself, who have
11 challenges using computers and all these new
12 technologies, you can always leave a telephone message
13 or send an e-mail to City Hall and -- and somebody can
14 answer your questions as well on an ongoing basis.

15 But we'll do our best to use the web page as
16 the primary way of keeping everybody informed as we
17 proceed.

18 MR. WEINMAN: Well, thank you for attending,
19 for making a difficult choice between this and anything
20 else. And we look forward to your comments and
21 addressing them in the Final SEIS.

22 MR. DOHRN: Yes, thank you.

23 MS. TOOMEY: Okay. Thank you, Richard,
24 Gregg, all of our panelists. And thank you to all of
25 you participants for being here.

1 That concludes our evening. We will leave
2 up the public comment information on the slide for a
3 couple more minutes.

4 We just want to thank you for your patience
5 with this project, being a part of the public process.
6 And hope you have a good night and stay healthy.

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9 (Public Meeting concluded at 6:48 p.m.)

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C E R T I F I C A T E

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I, CRYSTAL R. McAULIFFE, a Certified Court
Reporter in and for the State of Washington, do hereby
certify that the foregoing transcript of the
videoconference public meeting on OCTOBER 22, 2020, is
true and accurate to the best of my knowledge, skill and
ability.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal this 4th day of November, 2020.

Crystal McAuliffe



CRYSTAL R. McAULIFFE, RPR, CCR #2121