



May 13, 2025

Port of Seattle  
Attn. Stephen Metruck, CEO  
2711 Alaska Way  
Seattle, WA 98121

Re: North SeaTac Park

CEO Metruck, Port Commissioners:

As Mayor Mohamed Egal reflected during last week’s State of the City Address, at times, the relationship between our respective entities has been complicated. Over the last three-quarters of a century, some of the most economically vulnerable residents of King County have moved to SeaTac for the promise of living-wage jobs and convenient transit. But the lived experience of our residents has been clouded by the adverse secondary impacts of life within an airport city.

Our residents’ lives have been impacted by persistent noise and air pollution which contribute to health disparities. Fortunately, these impacts have historically been mitigated through the sanctuary offered by North SeaTac Park: nearly 214 acres of parks and recreation space, representing the very essence of climate justice for members of our shared community.

Earlier this year, the SeaTac City Council listened with interest as the Port pledged a “Teal New Deal” that envisions a ‘Port for the Future.’<sup>1</sup> The City of SeaTac shares the Port’s interest in making tangible investments that will benefit our region for generations to come. In contemplating the future protection of our shared community, there is no single element to such a ‘deal’ that could ever rival the importance of preserving, beautifying, and increasing the accessibility of North SeaTac Park. Port Commissioners recognized the importance of preserving North SeaTac Park through its partnership advocating for amendments to the FAA Reauthorization Act, and more recently, by adopting Order No. 2024-12 which directs the development and return of options for permanent preservations of this space as parkland.

The City of SeaTac respectfully submits that North SeaTac Park is not only surplus to the Port’s aeronautical needs, but vital to our shared community’s health, welfare, and future enjoyment of life. To assist in realizing your vision of a Port for the Future, accompanying this letter, the City of SeaTac has attached an offer that – if accepted – would fulfill the elements of Port Order No. 2024-12.

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<sup>1</sup> 2025 State of the Port Address referencing *inter alia* sustainable industrial uses in Seattle’s SODO neighborhood.

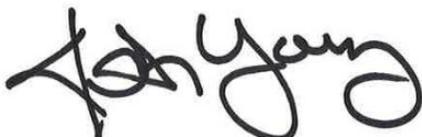
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By way of summary, the enclosed offer includes:

- Twenty (20) million dollars in future investments that will enhance the beauty, accessibility, and useful enjoyment of North SeaTac Park;
- Establishment of a 501(c) non-profit foundation in the Port's name that will direct the allocation of the above funding in accordance with established park plans;
- Installation of attractive trail amenities that will help tell the story of the Port of Seattle's commitment to health and wellbeing of the residents of our community; and
- Development of a statement of appreciation/support for the Port of Seattle's climate sustainability efforts to be presented to the SeaTac City Council.

We look forward to your response.

Respectfully,



Jonathan Young  
City Manager

Enclosure: Letter of Intent

CC: Port of Seattle Commissioners  
SeaTac City Council  
Arif Ghouse, Interim Airport Managing Director  
Dave Kaplan, Government Relations

## LETTER OF INTENT

May 13, 2025

Port of Seattle  
Attn: Stephen Metruck, CEO  
2711 Alaskan Way  
Seattle, WA 98121

**RE: Letter indicating the City of SeaTac's intent to acquire from the Port of Seattle 213.864 acres of real property commonly known as "North SeaTac Park" and "Pat Ryan Field" located in the City of SeaTac, Washington.**

**Preamble:** The Port of Seattle, a Washington special-purpose municipal corporation (the "**Port**") owns North SeaTac Park and Pat Ryan Field which together total approximately 213.864 acres of land. During the Port's ownership of North SeaTac Park, the City of SeaTac, a Washington municipal corporation ("**City**") has acted as a partner to the Port and as a steward of North SeaTac Park. Dating back to 1991, the City, through its Parks and Recreation Department, has developed and operated portions of North SeaTac Park as a community park, incorporating among other things, a community center, botanical garden, ballfields, 27-hole disc golf course, BMX track, RC car track, mountain bike and walking trails and open space, serving approximately 650,000 visitors annually.

Pat Ryan Field was part of the original lease with the City and removed in the renegotiation of the 1994 lease with the Port. Pat Ryan Field is home to the Kangaroo Rugby Club for the club's practices and games and with the Port's permission, Kangaroo Rugby Club sub-leases the field to the mountain bike community for the staging of community mountain biking events.

The City has long been interested in acquiring North SeaTac Park and Pat Ryan Field in order to preserve vital green space for the community and further develop the park's facilities for use by the public. In May 2022, the SeaTac City Council passed Resolution 22-009 which explored the feasibility of acquiring all or a portion of North SeaTac Park. More recently, the SeaTac City Council has expressed a strong desire to ensure that North SeaTac Park and Pat Ryan Field are preserved as a community park open to the public and officially designated as park and recreation space. The City strongly believes that North SeaTac Park and Pat Ryan Field have the potential to be developed as a first-class city park capable of serving the residents of SeaTac and surrounding communities for many years to come. Significantly, however, that potential can only be realized through a sizable investment in time and money, an undertaking the City is committed to doing. Ownership of the property itself will greatly aid in the City's ability to utilize City funds and grants on needed park improvements and infrastructure.

With the foregoing in mind, this Letter of Intent ("**Letter**") sets forth the proposed terms and conditions of a transaction in which the City acquires North SeaTac Park and Pat Ryan Field from the Port ("**Transaction**") and shall govern the relationship between the City, as buyer, and the Port, as seller, until replaced by a definitive, formal agreement addressing the same transaction and subject matter ("**Purchase Agreement**"). The Transaction considered in this Letter and in the Purchase Agreement to be formulated with the following terms:

1. **BUYER.** City of SeaTac, a Washington municipal corporation, with a mailing address of 4800 South 188<sup>th</sup> Street, SeaTac, WA 98188.
2. **SELLER.** Port of Seattle, Washington special purpose municipal corporation, with a mailing address of 2711 Alaskan Way, Seattle, WA 98121.
3. **PROPERTY.** The property consists of the real property commonly known as “North SeaTac Park” and “Pat Ryan Field” which is a combination of thirty-two (32) tax parcels as depicted on Exhibit “A” outlined in heavy colored borders (“**Property**”).
4. **PROPERTY INSPECTION.** For a period of one hundred eighty (180) days following the date on which the Purchase Agreement is fully executed (“**Due Diligence Period**”), the City shall be entitled to conduct such title review, feasibility studies and/or tests as determined by the City, including without limitation, engineering studies, surveys and soils tests. If the Purchase Agreement is terminated prior to Closing for any reason other than a default on the part of the Port, upon request by the Port, the City shall promptly deliver to the Port all due diligence materials previously provided by the Port to the City related to its due diligence, together with copies of all non-proprietary due diligence materials prepared by or for the City.
5. **CONSIDERATION.** In lieu of a payment made at Closing (as defined below), the City will utilize, on an annual basis, funds from the City’s Capital Improvement Fund (which funds are derived in part from taxes collected from the Port’s construction projects) to construct needed infrastructure and capital replacements on the Property in the aggregate amount of \$20,000,000 calculated as follows: up to \$2,000,000.00 per year for a period of ten (10) years. (The City expects to spend far more per year on capital improvements.) The City will establish, in the Port’s name, a 501(c)(3) foundation to both fundraise and recommend use of the foregoing funds to improve access and improvements to the park, in a manner consistent with guiding policy and Council direction.
6. **DEED RESTRICTION.** At Closing, a deed restriction will be placed on the entirety of the Property which shall (i) prohibit commercial building development and similar commercial uses; and (ii) restrict use of the real property solely for public park and recreation uses such as and not limited to community gatherings, trail networks, supporting park infrastructure, such as restrooms, picnic shelters or park related public parking and to support the recreational interests of community, to be operated and maintained by the City in perpetuity. The Deed Restriction shall provide for continuing compliance with FAA grant assurances and applicable outer safety zones applicable to the real property.
7. **CLOSING.** The Closing shall occur on a date mutually agreeable to both parties but in no event longer than thirty (30) days following the expiration of the Due Diligence Period (“**Closing**”).
8. **POSSESSION.** Possession of, and legal title to, the Property shall be delivered to the City at Closing subject to any existing leases.
9. **SIGNAGE.** The City and the Port will work together to develop appropriate signage referencing the Port’s long-time ownership and stewardship of North SeaTac Park and Pat Ryan Field and the fulfillment of its commitment to preserving this area as open space.
10. **CITY’S SUPPORT OF PORT.** The City will direct its staff to formulate a statement recognizing the Port’s role in this transaction and indicating support with respect to the Port and Port

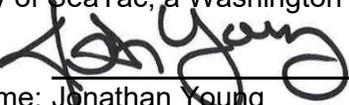
activities, which may be evidenced by a resolution, letter of support or statement released to the public.

- 11. COMMISSIONS; CLOSING COSTS.** The Port and the City represent and warrant to each other that neither is represented by a broker, and no commissions shall be due to any third party in connection with the transactions contemplated in this Letter of Intent. Except as otherwise described in this Section or in the Purchase Agreement, each party shall be responsible for its own costs and expenses incurred at any time in connection with this Letter, the Purchase Agreement, or the transactions contemplated hereby or thereby.
- 12. STANDSTILL AGREEMENT.** Following the execution of this Letter, and until Closing, the Port shall not market or negotiate for the sale of any Parcels outlined in Exhibit "A", the Property with any other party unless either of the Parties agree in writing to terminate this Letter, or the Parties fail to sign Purchase Agreement(s) on or before June 30, 2026.
- 13. INTENTION OF THE PARTIES.** Following execution of this Letter, the Parties shall use reasonable efforts to negotiate, in good faith, a Purchase Agreement with respect to all matters herein.
- 14. BINDING AND NON-BINDING PROVISIONS.** The Parties acknowledge that, except for the provisions of paragraphs numbered 11, 12, 13, 14 and 15 (all of which are binding obligations of the parties and fully enforceable between them), this Letter is, and shall be construed only as, a non-binding summary of the terms currently under discussion by the Parties and not as an offer to purchase or commitment to sell the real property referenced herein, and that the respective rights and duties of the Parties shall be defined in the Purchase Agreement, into which this Letter and all prior discussions shall merge. Notwithstanding the foregoing, the parties acknowledge and agree that the provisions of paragraphs numbered 11, 12, 13, 14 and 15 shall be and remain fully enforceable between the Parties upon their execution of this Letter of Intent. In no event shall this Letter of Intent be deemed to create any joint venture between the City and the Port.
- 15. GOVERNING LAW.** This Letter shall be governed under the laws of the State of Washington.

Executed as of the date first above written.

**CITY:**

City of SeaTac, a Washington municipal corporation

By:   
Name: Jonathan Young  
Its: City Manager

**AGREED TO THIS DAY OF \_\_\_\_\_, 2025:**

**PORT:**

Port of Seattle, a Washington special purpose municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

DEPICTION OF NORTH SEATAC PARK AND PAT RYAN FIELD

