



Northwest Region  
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April 25, 2018

J. Richard Aramburu  
Aramburu & Eustis, LLP  
720 Third Avenue, Suite 2000  
Seattle, WA 98104

Subject: SR 520 MP 10.74 (NE 51<sup>st</sup> St Interchange vic)  
Anjuman E Burhani (AEB) Mosque

Dear Mr. Aramburu:

This letter is in response to your letter dated March 23, 2018, requesting that the Washington State Department of Transportation (WSDOT) deny any proposal for revised access to the AEB Mosque, located at 15252 N.E. 51<sup>st</sup> St. in Redmond, Washington. For the reasons set forth below, the decision to grant or deny a revised access to this property lies with the City of Redmond, not WSDOT.

In your letter, you reference a Right of Way Agreement, dated August 7, 1969, between WSDOT and the City of Redmond. WSDOT and the City assume three primary obligations in this Agreement. First, the City became responsible for the maintenance, repair, and reconstruction of certain roads and cul-de-sacs in this area. Second, the City agreed to "protect the control of access" in this area. Finally, WSDOT agreed to give the City title to the right of way within one year of full execution of the Agreement.

As to the third obligation, WSDOT conveyed title to the property on March 12, 1991. *See* Quitclaim Deed attached as Exhibit A. The deed required that the City "maintain the control of ingress and egress to, from and between the lands herein conveyed and the lands adjacent thereto." The deed also provided reasonable ingress and egress to the state highway for residential purposes.

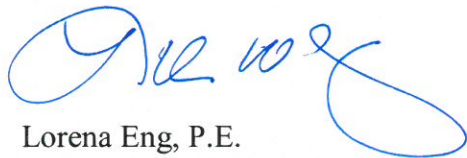
The issue as to whether WSDOT or the City maintains the limited access in this area came up in the March - August 2012 timeframe, when WSDOT met with an engineering firm representing the AEB Mosque. In WSDOT's letter to the City, dated August 24, 2012, WSDOT affirmed that in accordance with the Quitclaim Deed (1991) and the Right of Way Agreement (1969), the City was responsible for protecting the control of access and was "obligated to follow design requirements concerning existing limited access facilities." The letter goes on to state certain requirements that WSDOT would follow if it were responsible for issuing a decision on a new access due to a change in use. *See* letter attached as Exhibit B.

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In this letter, I also want to respond to your reference to a series of emails in the June 2014 timeframe between WSDOT and the Office of the Attorney General. It is clear from those emails that neither WSDOT nor the City can grant commercial access from this property onto a fully controlled limited access facility. However, it is the City's decision as to whether the mosque constitutes a commercial activity, in accordance with all applicable laws, codes, and policies. I encourage you to inquire with the City of Redmond to see if they consider the use commercial in nature. If the City does not, then as part of the application process, the City will need to decide if the use fits another type of access, such as a Type C (Special Purpose) approach.

If you have any further questions that are within WSDOT's authority, please feel free to contact Ramin Pazooki, the Utilities and Development Services Manager at (206) 440-4710 or pazookr@wsdot.wa.gov.

Sincerely,



Lorena Eng, P.E.  
Northwest Region Administrator

Enclosures: 3-12-91 Quitclaim Deed (Exhibit A)  
WSDOT 8-24-12 Letter (Exhibit B)

cc: Ramin Pazooki, Utilities and Developer Services Manager  
LeRoy Patterson, Access & Hearings Manager  
Sarah Pyle, City of Redmond Senior Planner