

**SECOND REVISED PROJECT AGREEMENT
GRADE CROSSING PROTECTIVE FUND**

Docket No.: TR-071945

Commission Approval Date: December 27, 2007

RECEIVED
STATE OF WASHINGTON
UTILITY AND TRANSPORTATION
COMMISSION
2009 JAN 12 AM 10:13

A. PARTIES OF THE AGREEMENT

This second revised project grant agreement (agreement) is entered into between the Washington Utilities and Transportation Commission (UTC), P.O. Box 47250, Olympia, Washington 98504-7250 and Washington State Parks and Recreation Commission, and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF THE AGREEMENT

This second revised agreement sets out the terms and conditions by which grants are made from the Grade Crossing Protective Fund. These grants are administered by the UTC to the grantee for Docket No. TR-071945, identified above.

C. DESCRIPTION OF PROJECT

TR-071945 involves a proposal by the grantee for the second phase of a three-phase pedestrian bridge project at Larrabee State Park. The second phase involves design and permitting and will include bridge type, site and location design study and detailed geotechnical investigations to begin permitting and stakeholder review. The completed project will provide a pedestrian bridge across the existing BNSF Railway mainline tracks and construct a gravel pathway for access to Clayton Beach at the park.

D. PERIOD OF PERFORMANCE

The second revised project reimbursement period shall begin on December 27, 2007, and end May 30, 2009. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this agreement.

E. PROJECT FUNDING

Total grant funding awarded by the UTC for these projects shall not exceed \$50,000.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this second revised agreement are subject to this agreement and its attachments, including the grantee's application, commission orders, and the general provisions, all of which are attached and incorporated into this agreement.

Except as provided, no alteration of any of the terms or conditions of this second revised agreement will be effective unless provided in writing. All alterations must be signed by both parties.

The grantee has read, fully understands and agrees to be bound by all terms and conditions in these documents.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND UTC POLICIES

This second revised agreement is governed by, and the grantee shall comply with, all applicable state and federal laws and regulations, including RCW 81.53.281, the published agency rules in 480-62 WAC, and the commission's order in this matter which are incorporated by this reference as if fully set forth.

H. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the grantee under this agreement will be addressed and delivered to:

Washington State Parks & Rec Comm
~~Ferni Heikkala~~
~~7150 Clearwater Drive SW~~
~~P.O. Box 43650~~
~~Olympia, WA 98504-3650~~

Utilities and Transportation Commission
Kathy Hunter
1300 S. Evergreen Park Dr. SW
P.O. Box 47250
Olympia, WA 98504-7250

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

I. ENTIRE AGREEMENT

This second revised agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this agreement shall exist or bind any of the parties.

J. EFFECTIVE DATE

This second revised agreement shall be effective upon signing by all parties.

State of Washington
Utilities and Transportation Commission

By: 
(Executive Director and Secretary)

Date: 11/25/08

Washington State Parks and Recreation Commission

By:  P.O. [unclear]

Date: 12/4/08

Title: POWELL FINANCIAL SERVICES

Approved as to form:

By: /s/
Assistant Attorney General