

**TRAFFIC MITIGATION AGREEMENT BETWEEN THE  
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE  
CITY OF INDUSTRY, AND THE CITY OF DIAMOND BAR**

This TRAFFIC MITIGATION AGREEMENT ("Agreement"), is made and effective as of ~~June~~ <sup>July</sup> 17, 2018 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body ("Agency"), the City of Industry, a municipal corporation ("Industry"), and the City of Diamond Bar, a municipal corporation ("Diamond Bar"). Agency, Industry and Diamond Bar are hereinafter collectively referred to as the "Parties", and individually as "Party".

**RECITALS**

**WHEREAS**, the Agency is the owner of certain real property generally located at Grand Avenue and the intersections of State Routes 60 and 57, in the City of Industry and as depicted in Attachment 1, which is incorporated herein by reference ("Property"); and

**WHEREAS**, in or about 2000, Industry certified an Environmental Impact Report ("IE EIR") pursuant to the California Environmental Quality Act (Cal. Pub. Resources Code §§ 21000, *et seq.*) ("CEQA") for the Industry East ("IE") Project, for the development of an industrial park at the Property; and

**WHEREAS**, as part of the IE EIR, in or about 2000, Industry adopted a Mitigation Monitoring Program ("IE MMP") for the IE Project to ensure the implementation of measures to mitigate the environmental impacts of the IE Project; and

**WHEREAS**, in or about 2004, Industry certified an Environmental Impact Report ("IBC EIR") pursuant to CEQA for the Industry Business Center East ("IBC") Project, for the development of industrial, retail and office space at the Property; and

**WHEREAS**, in or about 2004, Industry adopted a Mitigation Monitoring Program ("IBC MMP") for the IBC Project, to ensure the implementation of measures to mitigate the environmental impacts of the IBC Project; and

**WHEREAS**, in or about April 2005, the Agency entered into a lease agreement with Industry East Land, LLC. ("Lease") for the Property, which permits Industry East Land, LLC to manage and develop the IE and IBC Projects at the Property; and

**WHEREAS**, pursuant to the terms of the Lease, the Agency is required to provide the mitigation identified in the IE and IBC EIRs, to satisfy the requirements of CEQA, the EIRs and the MMPs; and

**WHEREAS**, the IE and IBC EIRs set forth various traffic improvements to be constructed within Diamond Bar and the fair share cost percentages to be paid by the IE and IBC Projects for the construction of other traffic improvements ("Projects' Traffic Mitigation"), which Projects' Traffic Mitigation is set forth in Attachment 2, entitled "List of Traffic Mitigation Measures", and is hereby incorporated herein by reference; and

**WHEREAS**, Attachment 2 sets forth the fair share payments to be made by the IE and IBC Projects for implementation of the Projects' Traffic Mitigation, which payments total \$6,551,544 (hereafter, "Projects' Mitigation Payment"); and

**WHEREAS**, the Parties desire to enter into this Agreement to fulfill the Projects' Traffic Mitigation requirements, through a lump sum payment to Diamond Bar of the Projects' Mitigation Payment, and completion of those traffic improvement projects by the Agency in Section 3 below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, Agency, Industry and Diamond Bar agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

**2. AGENCY'S RESPONSIBILITIES**

As fulfillment of its percentage of mitigation responsibilities located in Diamond Bar for the IE and IBC Projects, Agency is responsible for the following items:

(a) Agency shall pay to Diamond Bar the Projects' Mitigation Payment within 30 days following the approval of this Agreement by the California Department of Finance. The Projects' Mitigation Payment shall serve as full satisfaction of all payments required by the IE and IBC EIRs and as further identified in Attachment 2.

(b) Construction of the following projects shall satisfy the Agency's corresponding required Projects' Traffic Mitigation set forth in Attachment 2:

- i. Lemon Avenue Ramps Project (currently under construction) shall satisfy the following Projects' Traffic Mitigation -- Nos. 5, 22 and 23 of IBC and Nos. 5, 6 and 7 of IE.
- ii. Grand Avenue at SR-60 WB Off-ramp Project (currently under construction) shall satisfy the following Projects' Traffic Mitigation -- Nos. 9 and 10 of IE and Nos. 30 and 31 of IBC.
- iii. Grand Avenue at SR-60 WB On-ramp Project (currently under construction) shall satisfy the following Projects' Traffic Mitigation -- Nos. 9 and 10 of IE and Nos. 30 and 31 of IBC.
- iv. Grand Avenue at Golden Springs Road (Currently under final design as an early phase of SR 57/60 Confluence Project) shall satisfy the following Projects' Traffic Mitigation -- No. 19 of IBC and No. 8 of IE.

### **3. DIAMOND BAR'S RESPONSIBILITIES**

(a) By signing this Agreement Diamond Bar agrees that upon payment of the Projects' Mitigation Payment and construction of the projects identified in Section 3 above, that the Projects' Traffic Mitigation as set forth in the IE and IBC EIRs is fully satisfied and Agency and Industry shall then be relieved of any further CEQA mitigation obligations located in Diamond Bar related to the IE and IBC Projects.

(b) Upon acceptance of the Projects' Mitigation Payment, Diamond Bar shall be responsible for the planning, design, and construction of all projects listed in Attachment No. 2 which identify a fair share project obligation.

### **4. FULFILLMENT OF OBLIGATIONS UNDER CEQA**

The Parties hereby acknowledge and agree that upon receipt of the Projects Mitigation Payment and the Agency's construction of the Construction Projects identified in Section 3 above, Agency and Industry shall be deemed to have fully satisfied, and completed, all of its mitigation measures located in Diamond Bar for the IE and IBC projects, as memorialized in Attachment 1. Agency and Industry shall then be relieved of any further CEQA mitigation obligations located in Diamond Bar related to the IE and IBC Projects.

### **5. TIME OF PERFORMANCE; TERMINATION**

(a) In the event that any Party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon 30 days written notice or exercise any other remedy it may have under applicable law, including specific performance.

### **6. RELEASE OF CLAIMS**

In consideration of this Agreement, the Parties, which includes their respective officials, employees and agents, hereby release and forever discharge each other, including, without limitation, the First District Consolidated Oversight Board for the County of Los Angeles and its board members, from any and all claims, losses, liabilities, damages, fines, penalties, actions, causes of action, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) (collectively "Claims") the Parties may have under CEQA or any other legal theory relating to fulfillment of the Projects' Traffic Mitigation. The Parties expressly agree that this Agreement fulfills and fairly mitigates all traffic impacts from the IE and IBC Projects within Diamond Bar and any mitigation measures located in Diamond Bar and that they shall not assert or encourage any third parties to assert any Claims to the contrary; provided that Diamond Bar does not waive any Claims it may have if the IE or IBC Projects are modified in a manner that creates additional significant traffic impacts to Diamond Bar not addressed in the IE and/or IBC EIRs or MMPs. To the extent applicable, each of the Parties expressly waives any rights or benefits under Civil Code § 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

In connection with this waiver, each of the Parties acknowledges that Claims and facts in addition to or different from those which are now known or believed to exist may hereafter be discovered with respect to the subject matter of this Agreement or the other Parties hereto.

## **7. INDEMNIFICATION**

Diamond Bar shall indemnify, protect, defend and hold harmless the Agency and Industry, and any and all of their officials, employees and agents including, without limitation, the First District Consolidated Oversight Board for the County of Los Angeles and its board members (collectively, “Oversight Board” and collectively with the Agency and Industry “Indemnified Parties” and each individually an “Indemnified Party”) from and against any and all claims, losses, liabilities, damages, fines, penalties, actions, causes of action, judgments, costs and expenses (including, without limitation, attorneys’ fees and costs) (collectively “Claims”) arising out of or relating to the Projects Mitigation Payment. If any action or proceeding is brought against the Indemnified Parties, arising out of or relating to the Projects Mitigation Payment, Diamond Bar, upon notice from the any Indemnified Party, must defend the Indemnified Parties, at Diamond Bar’s expense by counsel acceptable to the Agency and Industry, such acceptance not to be unreasonably withheld, provided that the indemnity and defense obligations shall not apply to any claim that the Projects Mitigation Payment was unlawful. The indemnity obligations of Diamond Bar in this Section 7 will survive the expiration or termination of this Agreement.

## **8. NOTICES**

Any notices which any Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency/Industry:	Successor Agency to the Industry Urban Development Agency 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: Executive Director/City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Diamond Bar:	City of Diamond Bar

21810 Copley Drive  
Diamond Bar, CA 91765  
Attention: City Clerk

With a Copy To:

David DeBerry, City Attorney  
Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626

**9. ASSIGNMENT**

The rights and obligations of the Parties under this Agreement may not be assigned or transferred without the prior written consent of the other party or Parties, which consent may be withheld in such Party's reasonable discretion due to the unique, personal rights and obligations under this Agreement.

**10. GOVERNING LAW/ATTORNEYS' FEES**

The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**11. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

**12. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**13. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**14. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**15. WAIVER**

The waiver by Agency, Industry or Diamond Bar of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Agency, Industry or Diamond Bar unless in writing.

**16. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

**17. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement represent and warrant that he/she has the authority to execute this Agreement on behalf of his/her respective party, and has the authority to bind his/her respective party to the performance of its obligations hereunder.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**"AGENCY"**

Successor Agency to the Industry Urban-Development Agency

By:   
Mark D. Radecki, Chairman

**"DIAMOND BAR"**


City of Diamond Bar

By:   
Ruth M. Low, Mayor

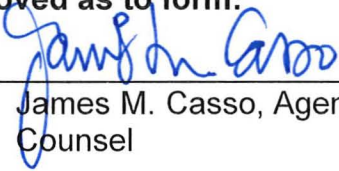
**Attest:**

By:   
Diane M. Schlichting, Agency Secretary

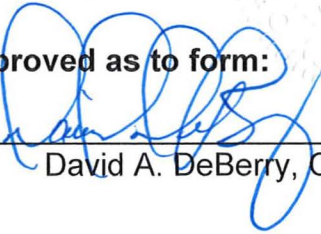
**Attest:**

By:   
Tommye A. Cribbins, City Clerk

**Approved as to form:**

By:   
James M. Casso, Agency General Counsel

**Approved as to form:**

By:   
David A. DeBerry, City Attorney

**"INDUSTRY"**

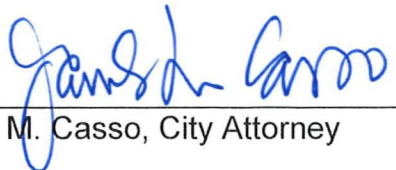
City of Industry

By:   
Mark D. Radecki, Mayor

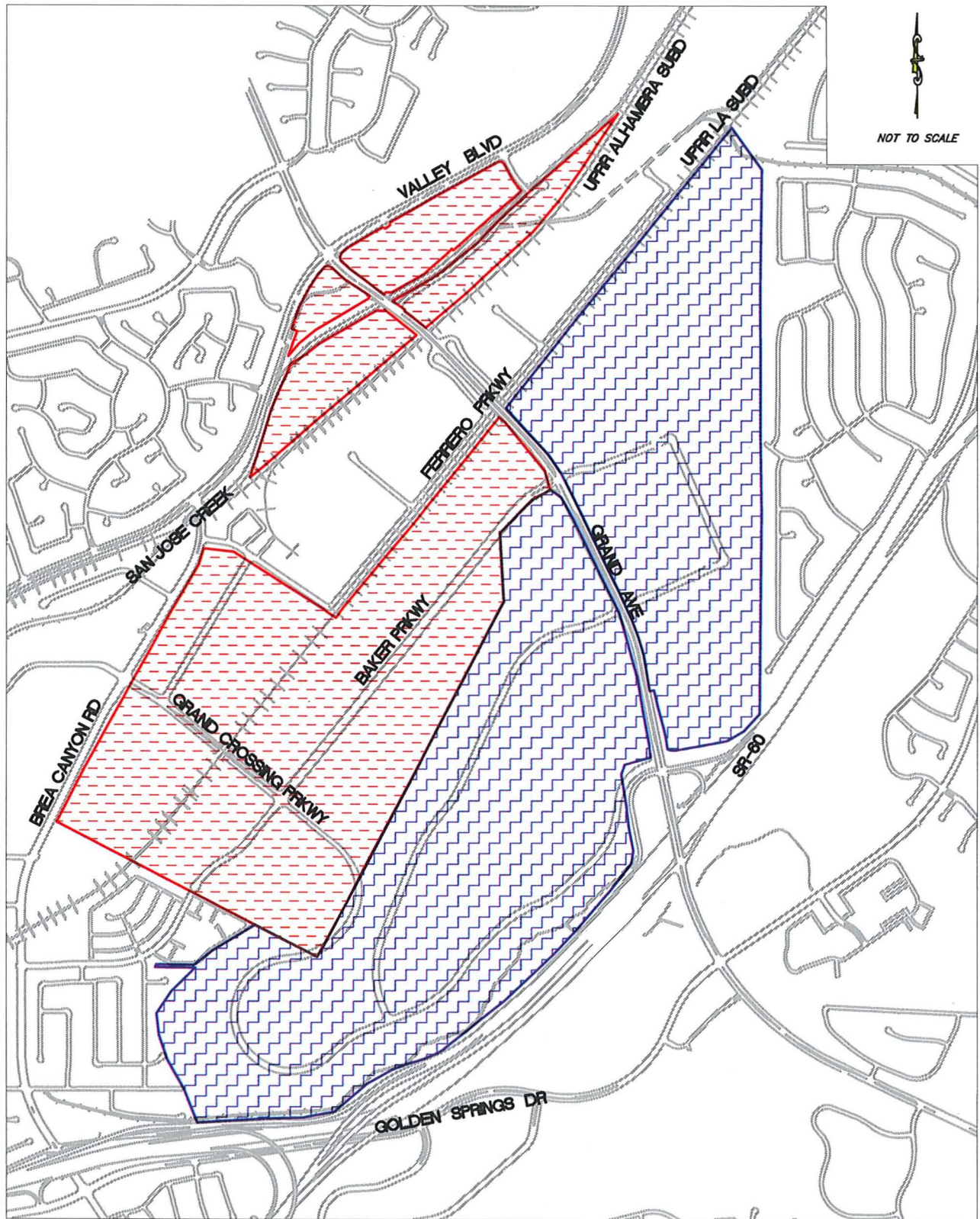
**Attest:**

By:   
Diane M. Schlichting, City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney


K:\GISPROJ\001\_003\_INDUSTRY\_EAST\_TRAFFIC\_MITIGATIONS\ENGINEERING\PROJECT\_LOCATION\MAP\_09-31#65\_LOCATION\_MAP.DWG 6/15/2016 3:23:23 PM USER: 1 (8.50 X 11.00 INCHES) DWG TO PDF.PCS ACAD2011.CTB



**Legend**

-  Industry East (400 Acres)
-  Industry Business Center (600 Acres)

**ATTACHMENT #1**

Prepared by:  
  
**CNC**  
 ENGINEERING  
 Consulting Civil Engineers - Surveyors

255 N. Hoolenda Blvd., Ste. 222  
 City of Industry, Ca. 91744  
 Phone (626) 333-0338  
 Fax (626) 336-7078

**TRAFFIC MITIGATION FOR IE AND IBC**

**AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE  
 INDUSTRY URBAN-DEVELOPMENT AGENCY,  
 THE CITY OF INDUSTRY AND THE CITY OF DIAMOND BAR**

DRAWN BY: RLJ	CHECKED BY: U.J.	JOB NO. MP 99-31#65	SHT. 1 OF 1
DATE: JUNE 2016			



## ATTACHMENT 2

### LIST OF TRAFFIC MITIGATION MEASURES

#### Traffic Mitigation as part of Industry East (IE):

- 1) **Grand Avenue at Diamond Bar Boulevard**
  - Synchronize with adjacent signals.
  - Add 1 NB thru, right turn overlap phasing on Grand Avenue.
  - Add 2 SB thru lanes with right turn overlap on Grand Avenue, 1 EB thru, free right turn on Diamond Bar Boulevard.
  - Add 1 WB thru lane with right turn overlap phasing on Diamond Bar Boulevard.
  - Total Project Cost: \$13,221,000.00
  - Project Obligation: 8.24%=\$1,089,410.40.
  
- 2) **Brea Canyon Road at Lycoming Road**
  - Install protected phasing and synchronize with adjacent signals.
  - Add 1 NB left turn, 1 thru lane on Brea Canyon Road.
  - Add 1 SB thru lanes on Brea Canyon Road.
  - Add 1 WB left turn lane on Lycoming Road.
  - Add 1 EB right turn lane on Lycoming Road.
  - Total Project Cost: \$4,616,000.00
  - Project Obligation: 48.85%=\$2,254,916.00.
  
- 3) **Brea Canyon Road at Pathfinder Road**
  - Add 1 EB left turn Lane on Pathfinder Road.
  - North/South Split Phase.
  - Total Project Cost: \$398,000.00
  - Project Obligation: 15.05%=\$59,899.00.
  
- 4) **Brea Canyon Road at Washington Street**
  - Add 1 NB right turn overlap phasing on Brea Canyon Road.
  - Add 1 SB thru on Brea Canyon Road.
  - Add 1 WB left turn lane and right turn overlap phasing on Washington North/South protected phasing and signal coordination.
  - Project Obligation: Grade separated as part of Brea Canyon Road Grade Separation Project.
  
- 5) **Brea Canyon Road at SR-60 Westbound Ramps**
  - Add 1 SB thru, 1 free right turn lane on Brea Canyon Road.
  - Add 1 WB free right turn lane on the WB Ramp.
  - Signal Coordination.
  - Project Obligation: Mitigated by the Lemon Avenue Ramps project.

- 6) **SR-60 Eastbound Ramps at Golden Springs Drive**
- Add SB left turn on EB ramp, 1 EB left turn lane on Golden Springs Drive.
  - Add 1 WB thru, 1 right turn lane with right turn overlap on Golden Springs Drive.
  - Signal Coordination.
  - Project Obligation: Mitigated by the Lemon Avenue Ramps project.
- 7) **Brea Canyon Road at Golden Springs Drive**
- Add 1 NB left turn, right turn overlap phasing, add 1 SB right turn overlap phasing on Brea Canyon Road.
  - Add 1 EB thru lane on Golden Springs Drive.
  - Add 1 WB left turn, 1 thru, 1 right turn with overlap phasing on Golden Springs North/South Protected Phasing.
  - Project Obligation: Mitigated by the Lemon Avenue Ramps project.
- 8) **Grand Avenue at Golden Springs Drive**
- Add 1 NB thru, *1 right turn lane on Grand Avenue\**.
  - Add 1 SB thru\*, *1 right turn lane on Grand Avenue\**.
  - Add 1 EB left turn, *1 thru lane\**, 1 right turn lane with right turn overlap on Golden Springs Road.
  - Add 1 WB left turn\*, 1 thru, 1 right turn lane with right turn overlap on Golden Springs Road.
  - Signal Coordination.
  - Project Obligation: Mitigated by the SR 57/60 Confluence Project and the Grand Avenue at Golden Springs Road Construction Project. *\*Italicized and starred items were determined to not be needed due to the construction of the full SR57/60 Confluence Project*
- 9+10) **Grand Avenue at SR-60 WB Ramps**
- Add 2 NB thru lane on Grand Avenue with signal coordination.
  - Add 1 SB thru, 1 right turn lane on Grand Avenue.
  - Add 1 EB right turn, right turn overlap phasing.
  - Add 1 WB left turn, 1 thru, 1 right turn on WB off ramps.
- Grand Avenue at SR-60 EB Ramps**
- Add 2 NB thru, 1 right turn lane on Grand Avenue.
  - Add 1 SB left turn, 1 thru lane on Grand Avenue.
  - Add 1 EB left turn, 1 right turn lane on SR-60 EB off ramp.
  - Signal Coordination.
  - Project Obligation: These two intersection mitigations would require the widening of the Grand Avenue bridge over the SR 57/60. This widening is not technically feasible until the full SR 57/60 Confluence Project is constructed.

So the alternative mitigation is for the Agency to pay for the design and construction of the construction projects noted in Section 3 (b) of this Agreement using bond proceeds and available grant funds. Any remaining bond proceeds will be used to further the design of the SR 57/60 Confluence Project.

**Traffic Mitigation as part of Industry Business Center (IBC):**

- 1) **Diamond Bar Boulevard at Grand Avenue**
  - 2015: Restripe the NB approach to provide two left-turn lanes, three through lanes, and one free-flow right-turn lane. Widen the EB departure to accommodate the NB free-flow right-turn lane. Additional ROW (11 feet) is required from the existing parking lot on the south side of Grand Avenue.
  - 2025: None.
  - Total Project Cost: \$79,000.00.
  - Project Obligation: 9.2%=\$7,268.00.
  
- 2) **Brea Canyon Road West at Pathfinder Road**
  - 2015: None.
  - 2025: Widen the WB approach to provide a second right-turn lane. Additional ROW (11 feet) is required from the existing parking lot on the north side of Pathfinder Road.
  - Total Project Cost: \$575,000.00.
  - Project Obligation: 49.6%=\$285,200.00.
  
- 3) **SR-57 Southbound Ramps at Sunset Crossing Road**
  - 2015: Install traffic signal.
  - 2025: Install traffic signal.
  - Total Project Cost: \$390,000.00.
  - Project Obligation: 5.7%=\$22,230.00.
  
- 4) **Diamond Bar Boulevard at Golden Springs Drive**
  - 2015: Restripe the NB approach to provide a second left-turn lane, and modify the median. Widen the WB approach to provide an exclusive right-turn lane. Widen on the EB approach to provide an exclusive right-turn lane. Widen on the EB approach to provide a second left-turn lane. Additional ROW (7 feet) is required from the existing gas station on the north side of Golden Springs Drive. Additional ROW (9 feet) is required from the existing middle school on the south side of Golden Springs Drive.
  - 2025: Restripe the NB approach to provide a second left-turn lane, and modify the median. Widen on the SB approach to provide a second right-turn lane. Widen the EB approach to provide a second left-turn lane. Additional ROW (15 feet) is required from the existing middle school on the south side of Golden

Springs Drive. Additional ROW (9 feet) is required from the existing landscaping on the west side of Diamond Bar.

- Total Project Cost: \$2,472,000.00
- Project Obligation: 12.2%=\$301,584.00.

**5) Brea Canyon Road at Golden Springs Drive**

- 2015: Widen the WB approach to provide an exclusive right-turn lane. Widen the EB approach to provide a third left-turn lane and exclusive right-turn lane. Additional ROW (11 feet) is required from the existing gas station on the north side of Golden Springs Drive. Additional ROW (21 feet) is required from the existing landscaping on the south side of Golden Springs Drive.
- 2025: Widen the NB approach and departure to provide a third through lane. Widen the WB approach to provide a second right-turn lane. Widen the EB approach to provide an exclusive right-turn lane. Additional ROW (11 feet) is required on the existing gas station on the east side of Brea Canyon Road. Additional ROW (11 feet) is required from the existing gas station on the north side of Golden Springs Drive. Additional ROW (11 feet) is required from the existing landscaping on the south side of Golden Springs Drive.
- Project Obligation: Mitigated by the Lemon Avenue Ramps project.

**6) Grand Avenue at Diamond Bar Villas (Lavender Drive)**

- 2015: Convert the NB and SB right-turn lanes to provide a third through lane in each direction. Restripe the NB and SB departures to receive the third through lane.
- 2025: Same as 2015.
- Total Project Cost: \$384,000.00
- Project Obligation: 51.1%=\$196,224.00.

**7) Montefino Avenue at Grand Avenue**

- 2015: Restripe the WB approach and departure to provide a third through lane. Convert the EB right-turn lane to a shared through/right-turn lane. Restripe the EB departure to receive the third through lane.
- 2025: Same as 2015.
- Total Project Cost: \$26,000.00
- Project Obligation: 61.6%=\$16,016.00.

**8) Rolling Knoll Road at Grand Avenue**

- 2015: Restripe the WB approach and departure to provide a third through lane. Convert the EB right-turn lane to a shared through/right-turn lane. Restripe the EB departure to receive the third through lane.
- 2025: Same as 2015.
- Total Project Cost: \$233,000.00
- Project Obligation: 32.9%=\$76,657.00.

- 9) **Shotgun Lane at Grand Avenue**
- 2015: Restripe the EB and WB approaches and departures to provide a third through lane in each direction, and modify the median.
  - 2025: Same as 2015.
  - Total Project Cost: \$452,000.00
  - Project Obligation: 32%=\$144,640.00.
- 10) **Summitridge Drive at Grand Avenue**
- 2015: Restripe the EB and WB approaches and departures to provide a third through lane in each direction, and modify the median.
  - 2025: Same as 2015.
  - Total Project Cost: \$434,000.00
  - Project Obligation: 34.2%=\$148,428.00.
- 11) **Diamond Bar Boulevard at Montefino Avenue**
- 2015: Restripe the EB approach to provide an exclusive right-turn lane, and remove on-street parking.
  - 2025: Same as 2015.
  - Total Project Cost: \$26,000.00
  - Project Obligation: 6.9%=\$1,794.00.
- 12) **Diamond Bar Boulevard at Quail Summit Drive**
- 2015: Restripe the NB approach to convert the exclusive right-turn lane to a shared through/right-turn lane. Restripe the NB departure to accommodate the third through lane. Restripe the SB approach and departure to provide a third through lane, and remove the bike lane.
  - 2025: Same as 2015.
  - Total Project Cost: \$299,000.00
  - Project Obligation: 6.5%=\$19,435.00.
- 13) **Diamond Bar Boulevard at Mountain Laurel**
- 2015: Convert the NB right-turn lane to a shared through/right-turn lane. Restripe the NB departure to accommodate the third through lane. Restripe the SB approach and departure to provide a third through lane, and remove the bike lane.
  - 2025: Same as 2015.
  - Total Project Cost: \$851,000.00
  - Project Obligation: 6.7%=\$57,017.00.
- 14) **Diamond Bar Boulevard at Kiowa Crest Drive**
- 2015: Restripe the EB approach to provide an exclusive left-turn lane and a shared through/right-turn lane. Remove on-street parking.
  - 2025: Same as 2015.
  - Total Project Cost: \$554,000.00
  - Project Obligation: 3.4%=\$18,836.00.

- 15) **Diamond Bar Boulevard at Pathfinder Road**
- 2015: Restripe the NB approach and departure to provide a third through lane. Remove the bike lane. Restripe the WB approach to provide a shared left-turn/through lane, and an exclusive right-turn lane.
  - 2025: Same as 2015.
  - Total Project Cost: \$573,000.00
  - Project Obligation: 19.2%=\$110,016.00.
- 16) **Brea Canyon Road at Diamond Bar Boulevard**
- 2015: Restripe the EB approach to provide an exclusive right-turn lane, and remove the bike lane.
  - 2025: Restripe the SB approach to provide a second left-turn lane. Restripe the EB approach to provide an exclusive right-turn lane, and remove the bike lane.
  - Total Project Cost: \$1,280,000.00
  - Project Obligation: 3.8%=\$48,640.00.
- 17) **Brea Canyon Road at Silver Bullet Drive**
- 2015: Restripe the NB and WB approaches to provide an exclusive right-turn lane. Remove on-street parking.
  - 2025: Same as 2015.
  - Total Project Cost: \$26,000.00
  - Project Obligation: 5.2%=\$1,352.00.
- 18) **Brea Canyon Road at Washington Street**
- 2015: Convert the NB right-turn lane to a shared through/right-turn lane. Restripe the NB departure to receive the third through lane.
  - 2025: Same as 2015.
  - Project Obligation: Mitigation completed.
- 19) **Grand Avenue at Golden Springs Drive (DB)**
- 2015: Widen the NB approach and departure to provide a fourth and fifth through lane. Widen the SB approach and departure to provide a fourth through lane and a free-flow right-turn lane. Widen the WB approach to provide two right-turn lanes. Widen the EB approach to provide a second right-turn lane. Additional ROW (22 feet) is required on the east side of Grand Avenue from the existing gas station. Additional ROW (22 feet) is required on the west side of Grand Avenue from the existing landscaping. Additional ROW (22 feet) is required from the existing parking lot on the north side of Golden Springs Drive. Additional ROW (11 feet) is required from the existing landscaping on the south side of Golden Springs Drive.
  - 2025: Same as 2015, plus widen the NB approach to provide an exclusive right-turn lane. Additional ROW (11 feet) is required from the existing gas station on the east side of Grand Avenue.
  - Project Obligation: Mitigated by SR 57/60 Confluence Project and the Grand Avenue at Golden Springs Road Construction Project.

- 20) **Diamond Bar Boulevard at Sunset Crossing Road**
- 2015: Restripe the NB approach and departure to provide a third through lane. Remove the bike lane on the NB departure.
  - 2025: Same as 2015.
  - Total Project Cost: \$299,000.00
  - Project Obligation: 49.5%=\$148,005.00.
- 21) **Diamond Bar Boulevard at Gentle Springs Lane Palomino Drive**
- 2015: None.
  - 2025: Restripe the WB approach to provide an exclusive right-turn lane, and remove on street parking.
  - Total Project Cost: \$26,000.00
  - Project Obligation: 60.2%=\$15,652.00.
- 22) **Lemon Avenue at Golden Springs Drive**
- 2015: None.
  - 2025: Convert WB right-turn lane to a shared through/right-turn lane, and remove the bike lane.
  - Project Obligation: Mitigated by the Lemon Avenue ramps project.
- 23) **SR-60 EB Ramps at Golden Springs Drive**
- 2015: None.
  - 2025: Convert the EB right-turn lane to a shared through/right-turn lane. Widen the EB departure to receive the fourth through lane. Additional ROW (11 feet) is required from the existing parking lot on the south side of Golden Springs Drive.
  - Project Obligation: Mitigated by the Lemon Avenue ramps project.
- 24) **Longview Drive at Grand Avenue**
- 2015: None.
  - 2025: Restripe the WB approach to provide a third through lane.
  - Total Project Cost: \$26,000.00
  - Project Obligation: 34.2%=\$8,892.00.
- 25) **Brea Canyon Road at Lycoming Street**
- 2015: Convert the SB right-turn lane to a shared through/right-turn lane. Widen the SB departure to receive the fourth through lane. Additional ROW (11 feet) is required from the existing landscaping on the west side of Brea Canyon Road.
  - 2025: Same as 2015.
  - Total Project Cost: \$1,503,000.00
  - Project Obligation: 44.1%=\$662,823.00
- 26) **Diamond Bar Boulevard at SR-57 NB Ramps**
- 2015: None.
  - 2025: Restripe the SB approach and departure to provide a third through lane. Remove the bike lane on the SB departure.

- Total Project Cost: \$26,000.00
  - Project Obligation: 46.1%=\$11,986.00
- 27) **Diamond Bar Boulevard at SR-60 WB Ramps**
- 2015: None.
  - 2025: Restripe the NB approach and departure to provide a third through lane, and remove the bike lane. Widen the WB approach to provide a second right-turn lane. Additional ROW (11 feet) is required on the north side of the SR-60 WB off-ramps.
  - Total Project Cost: \$589,000.00
  - Project Obligation: 56.9%=\$335,141.00
- 28) **Diamond Bar Boulevard at SR-60 EB Ramps**
- 2015: Restripe the SB approach to provide a second left-turn lane, and remove the bike lane.
  - 2025: Same as 2015.
  - Total Project Cost: \$26,000.00
  - Project Obligation: 60.2%=\$15,652.00
- 29) **Brea Canyon Road at SR-60 WB Ramps**
- 2015: Widen the NB approach and departure to provide a third through lane. Additional ROW (11 feet) is required on the east side of the SR-60 WB ramps.
  - 2025: Same as 2015.
  - Total Project Cost: \$930,000.00
  - Project Obligation: 53.1%=\$493,830.00
- 30&31) **Grand Avenue at SR-60 WB Ramps**
- 2015: Widen the NB approach to provide a second left-turn lane. Convert the SB right-turn lane to provide a fourth through lane. Widen the SB departure to receive the fourth through lane. Widen the WB approach to provide a third left-turn lane. Widen the EB approach to provide a second left-turn lane and a free-flow right-turn lane. Widen the SB departure further to accommodate the EB free-flow right-turn lane. Additional ROW (10 feet) is required on the east side of Grand Avenue. Additional ROW (22 feet) is required on the west side of Grand Avenue. Additional ROW (10 feet) is required on the north side of the SR-60 WB ramps. Additional ROW (21 feet) is required on the south side of Old Brea Canyon/Grand Crossing.
  - 2025: Widen the NB approach to provide a second left-turn lane. Convert the NB right-turn lane to provide a fifth through lane. Widen the NB departure to receive the fifth through lane. Convert the SB right-turn lane to provide a fourth through lane. Widen the SB departure to receive the fourth through lane. Widen the EB approach to provide a second left-turn lane, second through lanes, and a free-flow right-turn lane. Widen the WB approach to provide a third left-turn lane. Widen the SB departure further to accommodate the EB free-flow right-



turn lane. Additional ROW (10 feet) is required on the east side of Grand Avenue. Additional ROW (22 feet) is required on the west side of Grand Avenue. Additional (10 feet) is required on the north side of the SR-60 WB ramps. Additional ROW (21 feet) is required on the south side of Old Brea Canyon/Grand Crossing.

**Grand Avenue at SR-60 EB Ramps**

- 2015: Widen the SB approach to provide a third left-turn lane. Widen the EB departure to receive the third SB left-turn lane. Restripe the EB approach to provide three left-turn lanes and one right-turn lane. Additional ROW (11 feet) is required on the SR-60 EB on-ramp.
- 2025: Restripe the EB approach to provide three left-turn lanes and one right-turn lane.
- Project Obligation: These two intersection mitigations would require the widening of the Grand Avenue bridge over the SR 57/60. This widening is not technically feasible until the full SR 57/60 Confluence Project is constructed. So the alternative mitigation is for the Agency to pay for the design and construction of the construction projects noted in Section 3 (b) of this Agreement using bond proceeds and available grant funds. Any remaining bond proceeds will be used to further the design of the SR 57/60 Confluence Project.