

Exhibit 1.1-Existing Conditions e/o Fidelia

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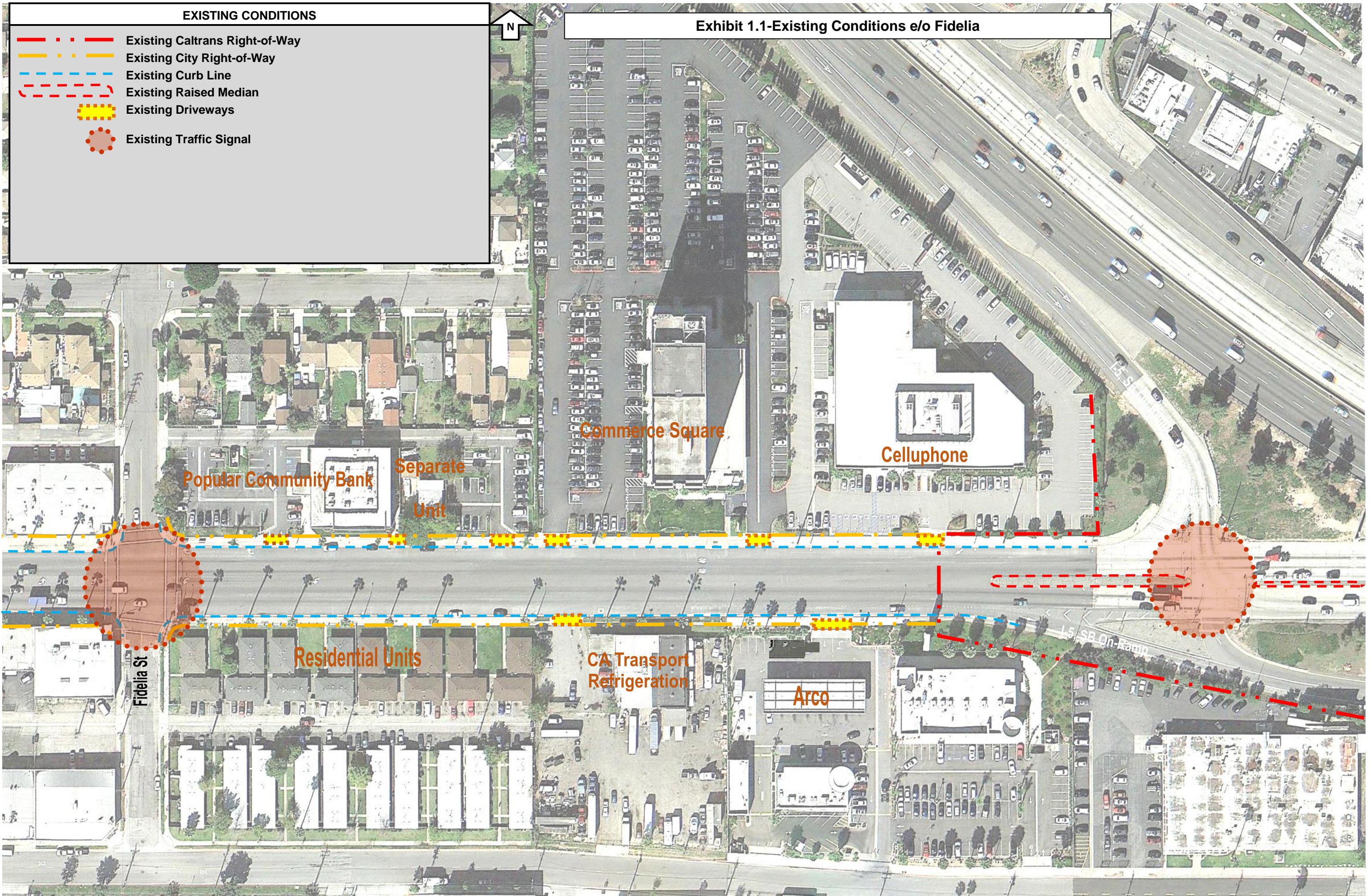


Exhibit 1.2-Proposed Conditions e/o Fidelia

LT ACCESS CONCEPT AT ARCO AND COMMERCE SQUARE DRIVEWAYS

- Existing Caltrans Right-of-Way
- Existing City Right-of-Way
- Proposed Curb Line
- Proposed Raised Median Curb
- Existing Traffic Signal
- Proposed Access to ARCO and COMMERCE SQUARE (left-in, right-in, right-out, NO left-out)
- Existing Driveway Access to be reconstructed per proposed curb line (Install RT only signs at all driveways)
- Location of new Driveway at Arco (existing driveway to be relocated to the west side of property)

Exhibit 1.2A-Proposed Conditions e/o Fidelia (Graphic Representation on Aerial)

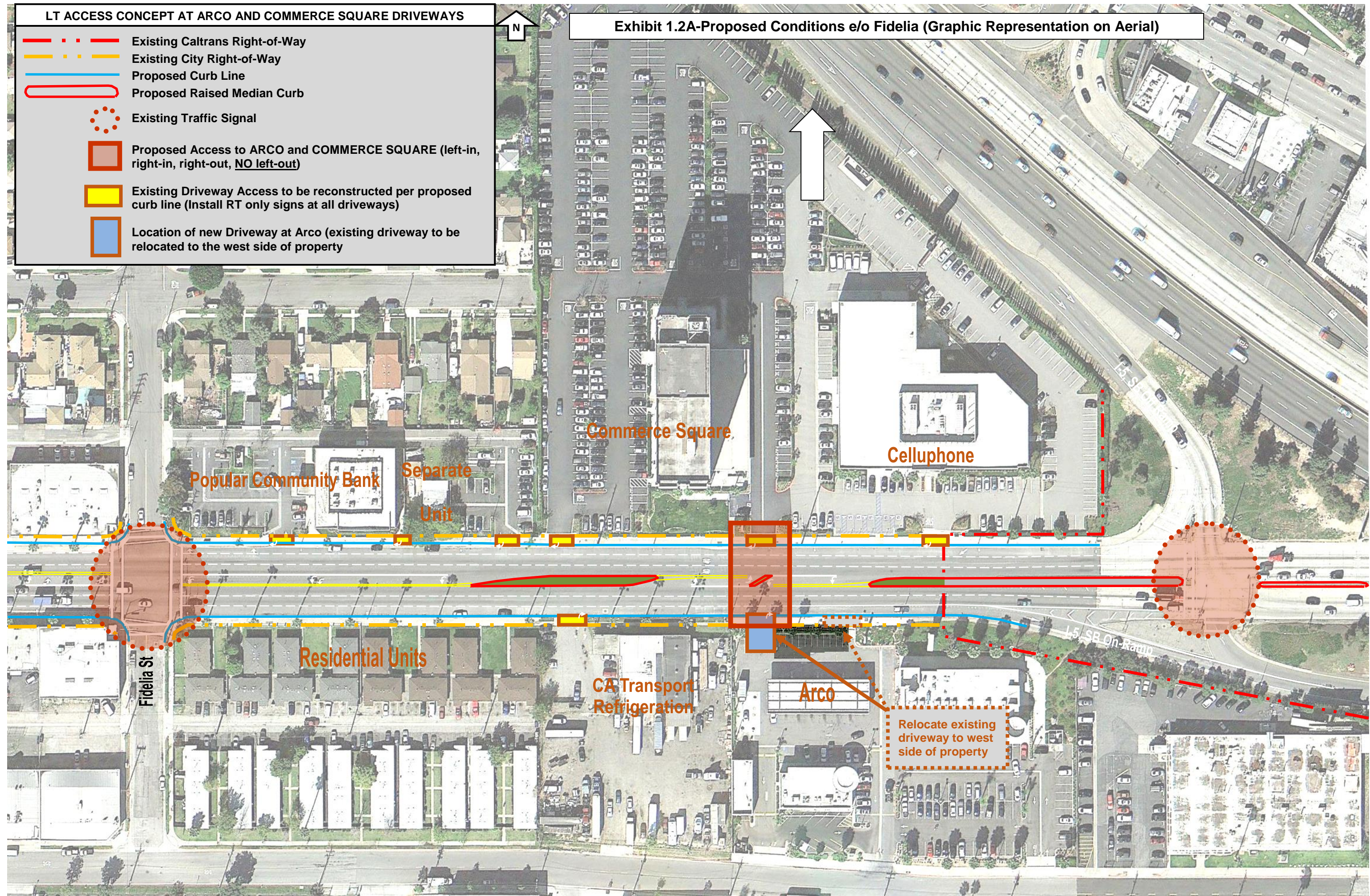


Exhibit 1.2B-Proposed Conditions e/o Fidelia (Striping and Street Plan)

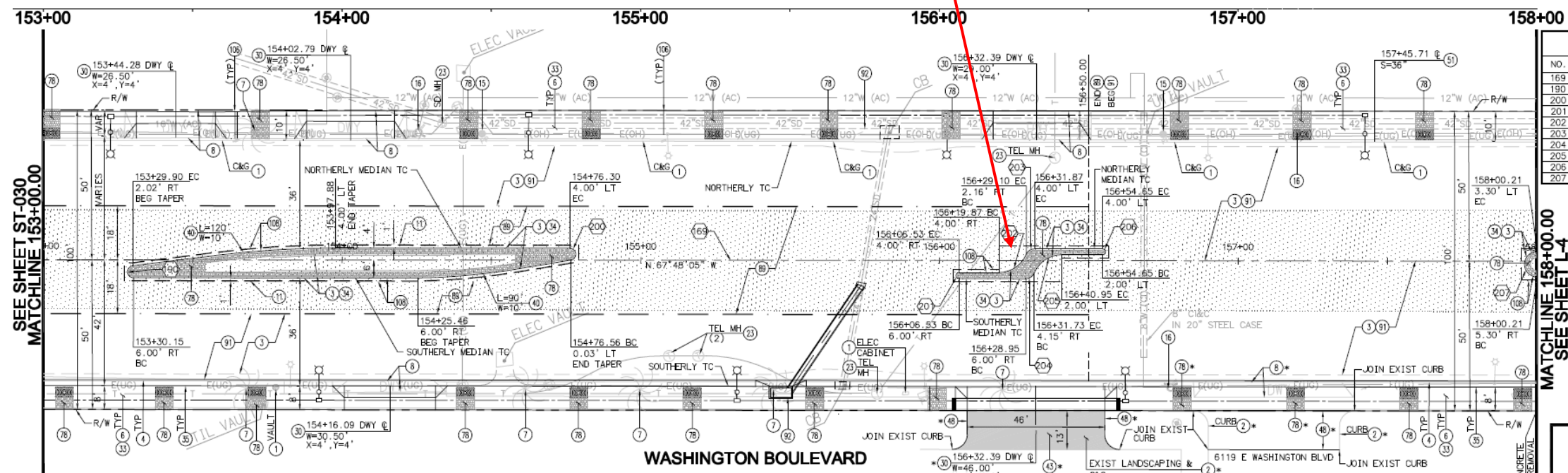
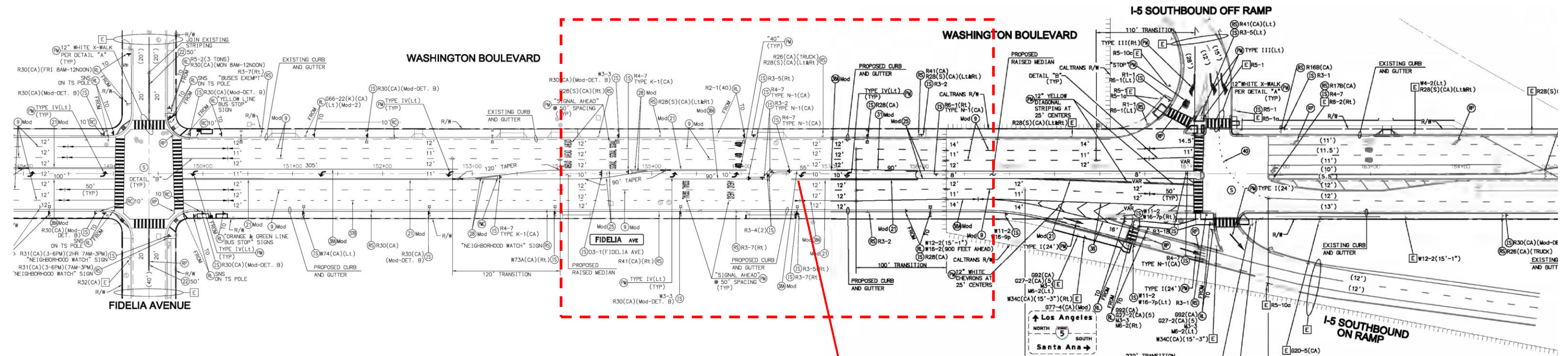


Exhibit 1.3-Temporary Construction and Access Easement Agreement at ARCO

**AGREEMENT FOR TEMPORARY CONSTRUCTION AND ACCESS
EASEMENT AND FOR CERTAIN SITE IMPROVEMENTS**

This Agreement for Temporary Construction and Access Easement and For Certain Site Improvements ("Agreement") is entered into this 1st day of ~~April~~ 2015, by and between Octane Plus, Inc., doing business as ARCO ("ARCO") and the City of Commerce (the "City").

RECITALS:

WHEREAS, ARCO owns two improved real properties commonly known as 6100 E. Washington Blvd., Commerce, 90040 (APN 6334-026-011) and 6126 E. Washington Blvd., Commerce, 90040 (APN 6334-026-012) (the "Premises"). The Premises are depicted in Exhibit "A" which is attached hereto; and

WHEREAS, the Premises consist of approximately 161,466 square feet of land and are improved with an ARCO Gas Station, two price signs, a car wash and an AM/PM Mini-Mart. The Premises also include a retail center that contains two American fast food restaurant franchises—Subway and Del Taco, and Boost Mobile, a wireless mobile service store; and

WHEREAS, the City is pursuing the Washington Boulevard Widening and Reconstruction Project ("Project"). The Project will replace aging infrastructure damaged by heavy traffic and is of local and regional importance. The Project consists of improvements along the 2.8 miles of Washington Boulevard, from the Santa Ana (5) Freeway to the City's westerly boundary at Indiana Street. The Project has received federal and state funding, as well as funding from the County of Los Angeles, the Los Angeles County Metropolitan Transportation Authority and the City; and

WHEREAS, the City must gain access to the Premises in order to prepare the Premises to accommodate the work on and adjacent to the Premises in connection with the Project. ARCO agrees to provide the City, its agents, employees, contractors and their subcontracts, with a temporary access easement on the Premises for such purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARCO and the City hereby agree as follows:

AGREEMENT

SECTION 1 (TEMPORARY ACCESS EASEMENT AREA)

ARCO grants to the City, for the sole benefit of the City, a non-exclusive, non-assignable construction access easement to enter upon the Premises for the purpose of designing and constructing improvements agreed upon by the City and ARCO on and adjacent to the Premises in connection with the construction of the Project. Easement Area is described as follows: the real properties commonly known as 6100 E. Washington Blvd., Commerce, 90040 (APN 6334-026-011) and 6126 E. Washington Blvd., Commerce, 90040 (APN 6334-026-012) which consist of approximately 161,466 square feet of land.

SECTION 2 TERM

The term of this Temporary Construction, Access Easement shall commence on May 1, 2015 and shall automatically terminate on March 31, 2017. Upon the expiration of the Temporary Construction Access Easement, the City shall surrender the access and have all improvements completed on the Premises to the satisfaction of ARCO, fully operational, clean and free of debris.

SECTION 3 WORK TO BE PERFORMED

3.1 The City will pay for the installation and costs associated with the following tasks, subject to ARCO design approval and construction coordination:

1. Provide all architectural design, engineering and permit application and approval;
2. Relocate the existing 45 Foot East Driveway on the Premises to the West. The City will install a 55 foot approach;
3. The City will install a new drain at the new West approach. The existing drain at the East Driveway will be retained;
4. Air & Water Station to be relocated to south of AM/PM mini-mart;
5. Relocate existing light standard and install a new light standard;
6. Maintain the existing 45'x1'0"driveway drain and add a new 55 driveway approach drain with brick pavers;
7. Remove trees and re-landscape with new irrigation system to match existing;
8. Install "Exit" signs at Sheila Street;

9. Provide directional arrow at far west property wall to direct traffic to Sheila Street denoting "FOR WESTBOUND TRAFFIC";
10. Install new 6'0 landscape (Washington Boulevard) Buffer with compact spaces located at the former East Driveway;
11. Install new A/C paving at new construction;
12. Provide "Keep Clear" street markings on Washington Blvd. between property and median; and
13. Provide ground level directional arrows on "ARCO" Premises toward Sheila Street.

3.3 The general scope of work on the Premises is depicted in Exhibit B, which is attached hereto and incorporated herein by reference.

3.4 ARCO agrees to maintain price signs at their current locations.

3.5 The work performed by the City will not interfere with the daily operations of the businesses on the Premises. The City will work with ARCO to maintain access and operations for all businesses during the term of this Agreement.

3.6 The City shall, at its expense, obtain any required permits for the work to be performed pursuant to this Section.

3.7 The City shall comply with all applicable federal, state and local laws, regulations and orders with respect to the work to be performed pursuant to this Section.

SECTION 4 **INDEMNIFICATION**

The City agrees and acknowledges that its use of the Easement Area is at its sole risk and hereby waives, releases and absolves ARCO, its parent company affiliates, shareholders, officers, agents, employees, and ARCO's invitees (the "ARCO Parties") from any and all cost, loss, damage, expense, and liability, whether foreseeable or not, from any cause whatsoever, that the City may suffer to its personal property located anywhere in the Easement Area. The City shall also indemnify, defend, protect, and hold the ARCO Parties harmless from and against any loss, cost (including, but not limited to, attorneys' fees), damage, liability, expense, claim, or action or cause of action of any third party (including, but not limited to, employees, agents, contractors and invitees), whether foreseeable or not, resulting as a consequence of City's negligence during the use of the Easement Area or access areas to the Easement Area. The City's indemnification obligations hereunder shall survive the expiration of this Agreement.

SECTION 5 **INSURANCE**

5.1 **Commercial General Liability.** The City or its contractor must maintain Commercial General Liability Insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations in connection with its activities under this Agreement. Such insurance shall, at a minimum, provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate.

5.2 **Worker's Compensation.** The City and its contractors and their subcontractors shall maintain Worker's Compensation Insurance as required by law.

SECTION 6 **MISCELLANEOUS**

6.1 Time is of the essence for this Agreement and each of its provisions.

6.2 This Agreement shall be construed and enforced in accordance with the laws of the State of California.

6.3 In the event of any litigation between the parties respecting this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its reasonable attorneys' fees and costs as part of the judgment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized individuals effective as of the date first written above.

ARCO:

OCTANE PLUS, INC.



Jacques Massachi, President

5/1/15
Date



Michael Amimpour, Vice President

5-1-15
Date

THE CITY:

THE CITY OF COMMERCE

By: _____
_____ Lilia Leon, Mayor

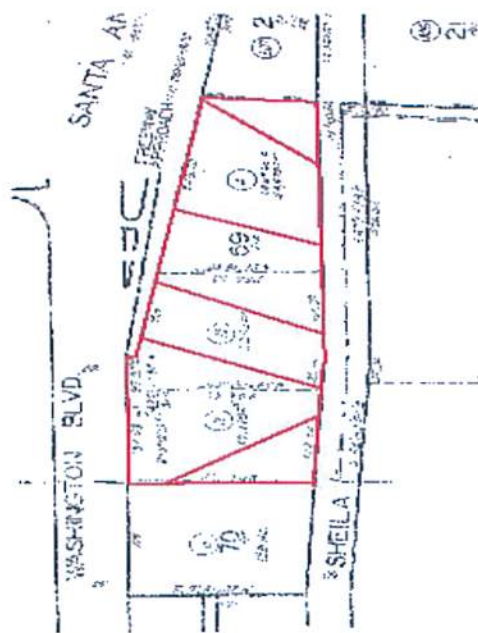
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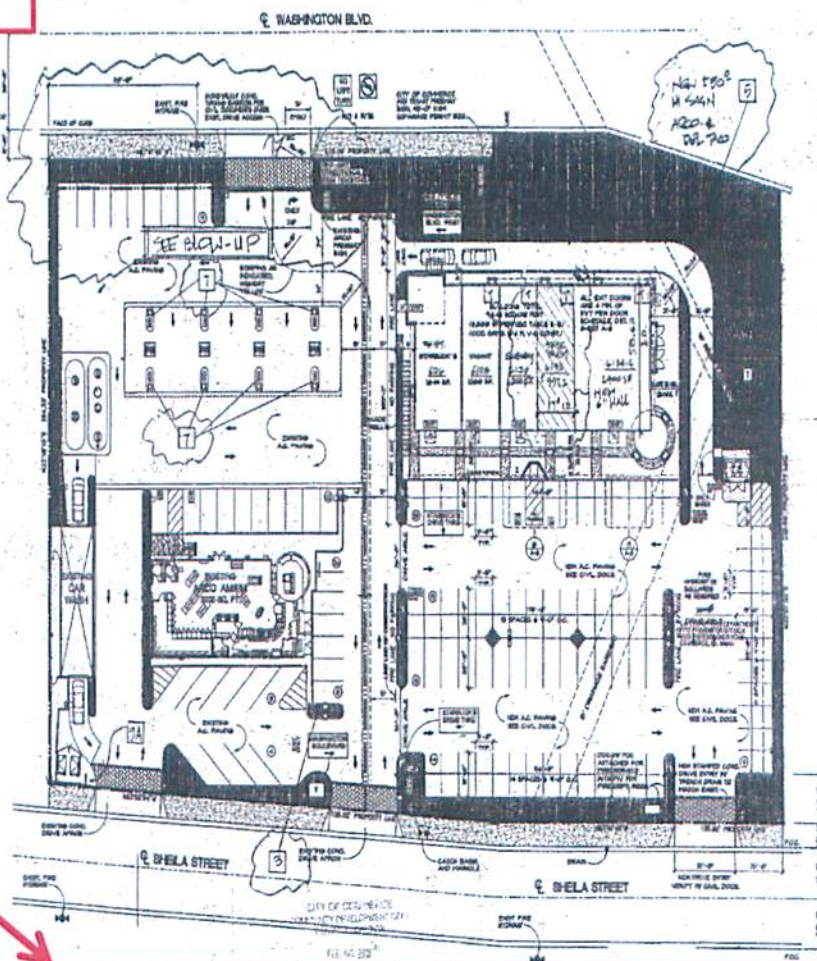
Approved as to Form:

By: _____
Eduardo Olivo, City Attorney

EXHIBIT A

The real properties commonly known as 6100 E. Washington Blvd., Commerce, 90040, with an Assessor's Parcel Number of 6334-026-011 and 6126 E. Washington Blvd., Commerce, 90040, with an Assessor's Parcel Number of 6334-026-012 are depicted below:





LEGAL DESCRIPTION

PARCEL 2

THAT PORTION OF LET 84 OF THE RANCHO LA BREA, SO-CALLED, IN THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN COURT IN CASE NO. 8-0000 SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES AND ATTACHED TO PUAL, SOURCE OF PARTITION IN SAID ACTION. A CERTIFIED COPY OF SAID DECLARATION WAS FILED IN SUCH COURT PAGE 1 OF DECLARATION OF SAID COURT, DESCRIBED AS FOLLOWS:

[illegible]

EXCEPT THAT PORTION LYING SOUTHERNLY OF A STRAIGHT LINE THAT EXTENDS FROM A POINT IN THE NORTHEASTLY CORNER OF THE ABOVE DESCRIBED LOT THAT IS 20 FEET THEREIN SOUTH 87° 50' EAST 100 FEET FROM THE WEST NORTHEASTLY CORNER OF SAID LAND AND THENCE PARALLEL THEREAFTER TO THE NORTHEASTLY CORNER OF SAID LAND THAT IS 20 FEET THEREIN SOUTH 87° 50' EAST 100 FEET FROM THE NORTHEASTLY CORNER OF SAID LAND.

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video camera. The target is a light source that is controlled by a computer. The subject's hand is positioned over the target. The distance between the hand and the target is 10 cm. The target is a light source that is controlled by a computer. The subject's hand is positioned over the target. The distance between the hand and the target is 10 cm.

ACTIVITY 2. 1-645
ANALYST FOR 2.2.1.1
TOTAL 1.4.1.1.1

1. EXIST. 45' DRIVEWAY TO BE RELOCATED WEST. 85' 0" APPROACH
2. RELOCATE EXIST. DRIVE 60' TO EAST.
3. AIR & WATER STATION TO BE RELOCATED SOUTH OF HWY/PM.
4. RELOCATE PRICE SIGN PROPORTIONATELY
5. NEW 250 HI. FREQUENCY VIBRATOR SIGN AT NEW EXIST. CORNER OF PROPERTY (ACCO & 22ND AVE)
6. RELOCATE LIGHT SIGNAGE
7. ADD NEW DIESEL PUMPS TO EACH STATION.
8. RELOCATE EXIST. 45' 0" DRIVEWAY DRIVING TO NEW 85' 0" DRIVEWAY APPROACH. DRIVING BACK PAVED.
9. REMOVE TREES & RE-LANDSCAPE W/ NEW IRRIGATION SYSTEM.
10. EXIST. SUN AT SIGLA ST.
11. PROVIDE DIRECTIONAL ARROW AT FAR WEST PROPERTY. PULL TO DIRECT TRAFFIC TO SIGLA ST. PHOTOSHOP "FOR FURTHER TRAFFIC"
12. NEW 6" LANDSCAPE (GRASS OR) PLANTED W/ CONCRETE SPACES.
13. NEW A/C PAVING AT NEW CORNER.
14. PROVIDE & KEEP CLEAR STREET MARKING BETWEEN SAND PROPERTY & MEDIAN
15. PROVIDE DIRECTIONAL ARROW ON ACCO PROPERTY TOWARD SIGLA ST.
- NOTE: FINAL LOCATIONS TO BE VERIFIED BY SURVEYOR
- 20'
- north

NOTE
FINAL LOCATIONS TO
BE VERIFIED BY OWNER

REFERENCE SITE PLAN

COMMERCE FREEWAY CENTER
Retail Shop Building
6612 E. Washington Boulevard
Commerce, Calif. 90040

REFERENCE
SITE PLAN

AR-1

OWNERS REQUEST

Notes

ACTIVITY 8: FIELD
APPROVED FOR SUBMITTAL
DATE: 1/11/2021

1. EXIST 45' DRIVEWAY TO BE RELOCATED WEST. 55' 0" APPROACH
2. RELOCATE EXIST DRAIN 40' TO EAST.
3. AIR & WATER STATION TO BE RE-LOCATED SOUTH OF AM/PM.
4. RELOCATE PRICE SIGN PROPORTIONATELY.
5. NEW 150 HI FREEWAY VISIBLE SIGN AT FAR EAST CORNER OF PROPERTY (ARCO & DEL TACO)
6. RELOCATE LIGHT STANDARDS
7. ADD NEW DIESEL PUMPS TO EACH STATION.
8. RELOCATE EXIST 45' x 10' DRIVEWAY DRAIN TO NEW 55' 0" DRIVEWAY APPROACH DRAIN & BRICK PAVING.
9. REMOVE TREES & RE-LANDSCAPE W/ NEW IRRIGATION SYSTEM.
10. PROVIDE DIRECTIONAL ARROW AT FAR WEST PROPERTY WALL TO DIRECT TRAFFIC TO SHEILA ST DENOTING "FOR WEST BOUND TRAFFIC"
11. NEW 6' 0" LANDSCAPE (VASH 96) BUFFER W/ COMPOST SPACES.
12. NEW A/C PAVING AT NEW CONST.
13. PROVIDE "KEEP CLEAR" STREET MARKING BETWEEN SAID PROPERTY & MEDIAN
14. PROVIDE DIRECTIONAL ARROW ON "ARCO" PROPERTY TOWARD SHEILA ST.



NOTE

FINAL LOCATIONS TO BE V/22 FIELD BY OWNER



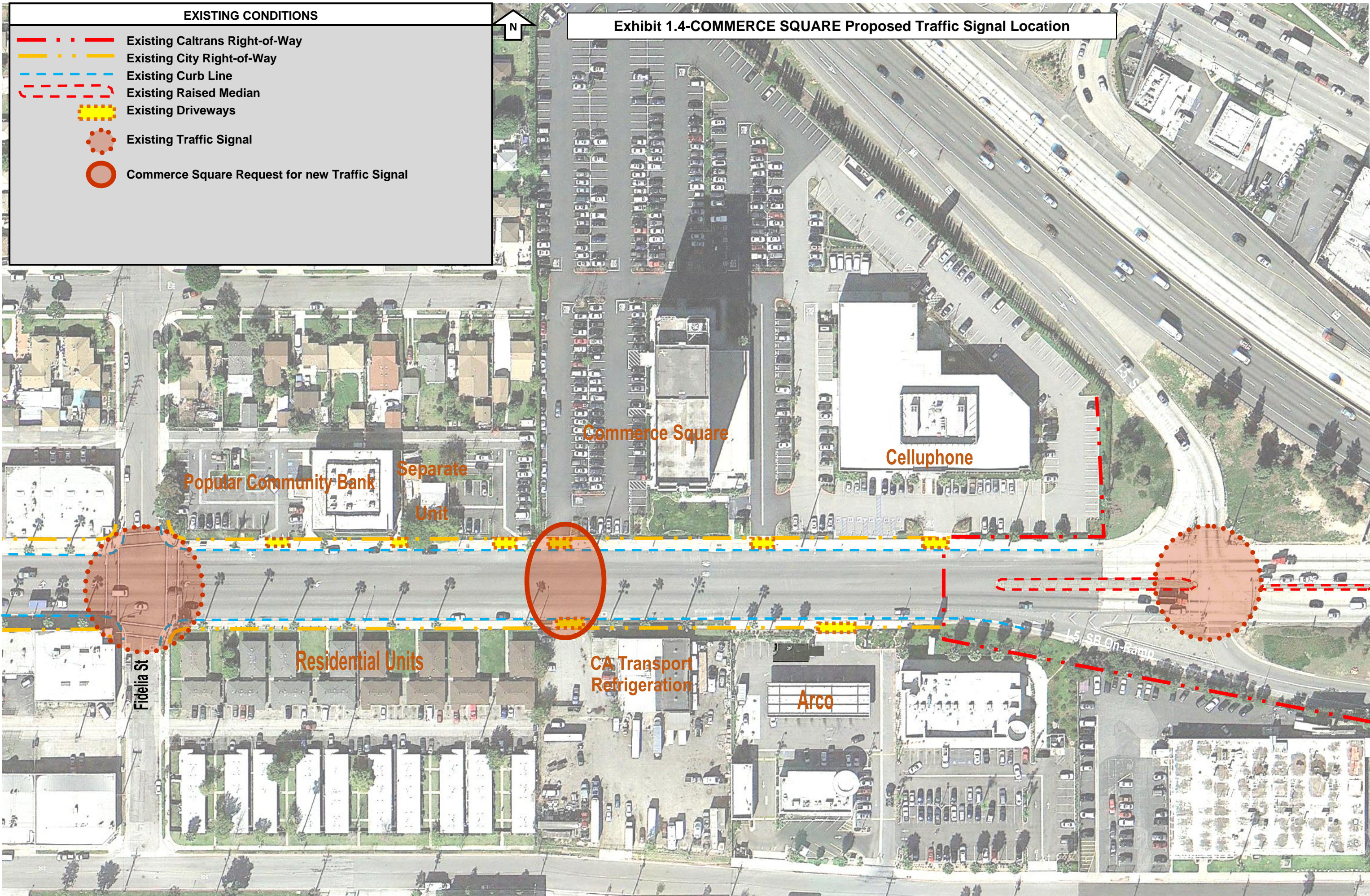
CLARIFICATIONS ON OWNERS REQUEST NOTES:

NOTE 4. RELOCATE PRICE SIGN PROPORTIONATELY. THIS WORK IS THE RESPONSIBILITY OF THE OWNER, AND NOT PART OF THIS AGREEMENT BETWEEN ARCO AND THE CITY.

NOTE 5. NEW +/- 50' FREEWAY VISIBLE SIGN AT FAR EAST CORNER OF PROPERTY (ARCO & DEL TACO). THIS WORK IS THE RESPONSIBILITY OF THE OWNER, AND NOT PART OF THIS AGREEMENT BETWEEN ARCO AND THE CITY.

NOTE 7. ADD NEW DIESEL PUMPS TO EACH STATION. THIS WORK IS THE RESPONSIBILITY OF THE OWNER, AND NOT PART OF THIS AGREEMENT BETWEEN ARCO AND THE CITY.

Exhibit 1.4-COMMERCE SQUARE Proposed Traffic Signal Location



EXISTING CONDITIONS

- Existing Caltrans Right-of-Way
- Existing City Right-of-Way
- Existing Curb Line
- Existing Raised Median
- Existing Driveways
- Existing Traffic Signal
- Commerce Square Request for new Traffic Signal

Exhibit 1.4-COMMERCE SQUARE Proposed Traffic Signal Location

Commerce Square

Celluphone

Popular Community Bank

Separate Unit

Residential Units

CA Transport Refrigeration

Arco

Fidela St

L5 SB On-Ramp