

my wings

02:12 PM
\$ 100.00

**AGREEMENT BETWEEN CITY OF MANHATTAN BEACH
AND MANHATTAN BEACH HISTORICAL SOCIETY FOR
THE TEMPORARY STORAGE OF A STRUCTURE AT THE
CITY YARD**

THIS AGREEMENT is made and entered into on this 28th day of September, 2012 ("Effective Date") by and between the City of Manhattan Beach, a municipal corporation ("City") and the Manhattan Beach Historical Society, a non-profit public benefit corporation ("Society").

RECITALS

A. City and Society have a mutual interest in preserving as an historic structure one of the earliest real estate offices in the City, known as the Historic Real Estate Office ("Structure"), described in further detail in Exhibit A of this Agreement.

B. Society proposes to move the Structure to the City Yard located at 3621 Bell Ave., Manhattan Beach, California ("Premises") and store the Structure temporarily at the Premises at no cost to the City.

C. City desires to allow Society to use a portion of the City Yard temporarily for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

Section 1. Premises. City shall allow Society to store the Structure at the Premises.

Section 2. Term of Agreement. This Agreement shall commence on the Effective Date and shall terminate one year from the Effective Date, unless sooner terminated by City.

Section 3. Payment. For the rights granted hereunder, Society shall pay City \$1.00 per year, to be paid upon the execution of this Agreement and on the anniversary of the Effective Date for each year thereafter.

Section 4. City's Obligation. City's sole obligation is to provide adequate space upon the Premises for Society's storage of the Structure. City shall not be obligated to pay for or be liable for any damages related to: the relocation of the Structure from its current location to the Premises; any costs associated with the restoration of the Structure; or the relocation of the Structure from the Premises to any future location.

Section 5. Use of Premises.

(a) Society shall use the Premises only for the purpose of storing the historic Structure, pending relocation to another site.

(b) Society shall not damage the Premises.

(c) City shall not be obligated to provide any parking on the Premises for Society, its officers, agents, or volunteers.

(d) Society shall maintain the Premises in a good, safe, neat, and sanitary condition to the satisfaction of the City.

(e) Society shall not use the Premises for any immoral or unlawful purpose, and shall comply with all Local, State, and Federal laws and regulations.

(f) On or before the termination or expiration of this Agreement, Society shall vacate the Premises, remove the Structure and any other incidental property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of City.

Section 6. Limitation on Liability. City shall not be held liable for any damage to or destruction of the Structure that may result from the delivery of the Structure to the Premises, the storage of the Structure at the Premises, subsequent restoration of the Structure, or the removal of the Structure from the Premises, unless caused by City's willful misconduct.

Section 7. Insurance.

(a) Society shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as provided in the Certificate of Liability Insurance, attached hereto as Exhibit B.

(b) Society shall require each of its sub-contractors (if any) to maintain insurance coverage equivalent to that required by subsection (a) of this Section 7.

(c) The City's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph (a) herein. In such case, Society shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide.

(e) Society agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Society's expense, the premium thereon.

(f) At all times during the term of this Agreement, Society shall maintain on file with the City Clerk a certificate or certificates of insurance on the form approved by the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Society shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance and vehicle insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Society shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Society shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 8. Indemnification. Society shall defend, indemnify, and hold City, and its elected officials, officers, agents and employees free and harmless from all claims for damage to persons or property by reason of the acts, omissions or negligence of the Society, Society's employees, agents, volunteers, guests, or invitees in connection with Society's use of the Premises. Society shall defend City, with counsel of City's choice, at Society's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Society shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing the indemnity herein provided. Society's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Society or City. All duties of Society under this Section shall survive termination of this Agreement.

Section 9. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon 30 calendar days' written notice to Society.

(b) In the event of termination or cancellation of this Agreement by City, Society agrees to remove the Structure and all incidental property from the Premises within 30 calendar days of receipt of such notice.

Section 10. Assignment. This Agreement shall not be assigned, in whole or in part, by Society without the prior written approval of City. Any attempt by Society to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 11. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

If to City: City Hall
 1400 Highland Avenue
 Manhattan Beach, California 90266
 Attn: David Carmany, City Manager

If to Society: Manhattan Beach Historical Society
 1601 Manhattan Beach Boulevard
 Manhattan Beach, California 90266
 Attn: Gary McAulay, President

Section 12. Attorneys' Fees. If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the losing Party all of its attorneys' fees and other costs incurred in connection therewith.

Section 13. Entire Agreement; Amendment. This Agreement represents the entire integrated agreement between City and Society, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Society.

Section 14. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 15. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Society.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

[Signatures Begin Next Page]

EXECUTED on the date first written above in Manhattan Beach, California.

CITY OF MANHATTAN BEACH



DAVID N. CARMANY
City Manager

ATTEST:

 10-23-12

LIZA TAMURA
City Clerk

APPROVED AS TO FORM



QUINN M. BARROW
City Attorney

SOCIETY:



Name: GARY D. MCAULAY
Title: PRESIDENT

Name:
Title:

EXHIBIT A

DESCRIPTION AND PHOTOS OF THE STRUCTURE



A Proposal for the Gray Shed, i.e., The Historic Real Estate Office
By Gary McAulay
(with added clarification by Steve Meisenholder)
June 20, 2012

This proposal deals with the old gray shed that currently sits in the storage yard of Ricks Rain Gutters and Advance Painting immediately to the south of Von's Market in Manhattan Beach. This property has been sold to Vons and plans are to convert the property to an employees parking lot. The Manhattan Beach Historical Society believes that this historical building should be restored and preserved in Polliwog Park so that future generations can view it.

As reported in the Easy Reader, this shed is "allegedly one of the first real estate offices in Manhattan Beach, likely dating back to the early 1900s, according to Clayton Shepherd, who heard it from Marshall Kuhn." Kuhn, of course, was the owner of Kuhn Construction, which had occupied the site since the early days of town. The current owners reported that they found old real estate records in it when they took over the space in 1975. One of the owners, Rick Mirabito said that there were all kinds of real estate brochures and ephemera in the shed when he was a kid, but unfortunately, he did not keep any of the old papers, and he cannot recall the name of the realty company on them.

Meticulous research (by use of an old Sanborn Map) by Steve Meisenholder, president of the Manhattan Beach Historical Society (MBHS), revealed that the shed stood a few yards away at 410 Center Street (now Manhattan Beach Blvd.) when the 1928 "Sanborn map" was surveyed and drawn (our copy of the Sanborn map is dated "Jan. 1928" with the additional notation "Corr. July 1930"). Steve found that, of the ten buildings mapped on Center, Highland, and Marine Avenue, and marked as an "office," it was the only building that also fit the 12' x 14' dimensions of the gray shed.

The shed has all of the characteristics of an early real estate office, of which there were several in the early 1900's. It appears to be of pre-1930s construction, being built of studs that are a full 2" x 4". This was standard prior to the 1930's, according to Steve Meisenholder.

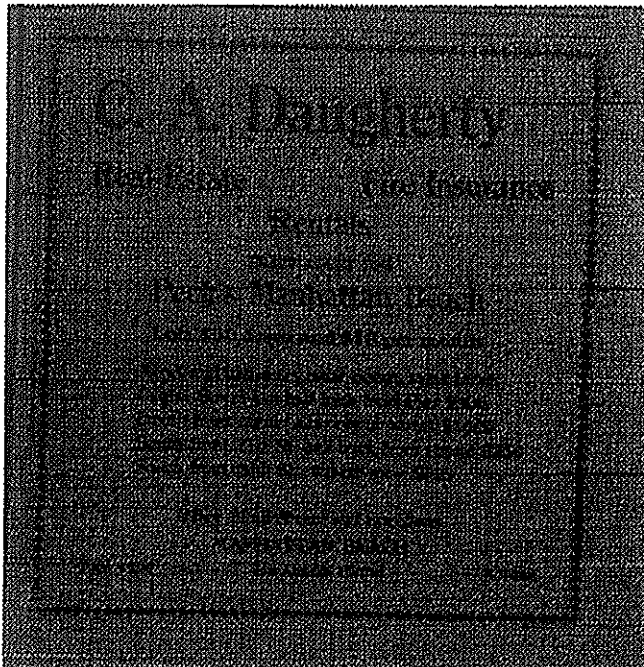
The shed is of a footprint of 12 x 14 feet. It essentially a mirror image of C.A. Daugherty's real estate office that was located at 22nd and Speedway (Marine and Ocean) in 1912. However, so far we have been unable to locate the gray shed in any photographs, although it could always possibly turn up.

The next earlier directory, 1927, lists 408 Center as "Kuhn Bros," but does not list the 410 address. Steve Meisenholder measured the building on the Sanborn map, at 408 Center, as having a 22.5' x 17.5' footprint.

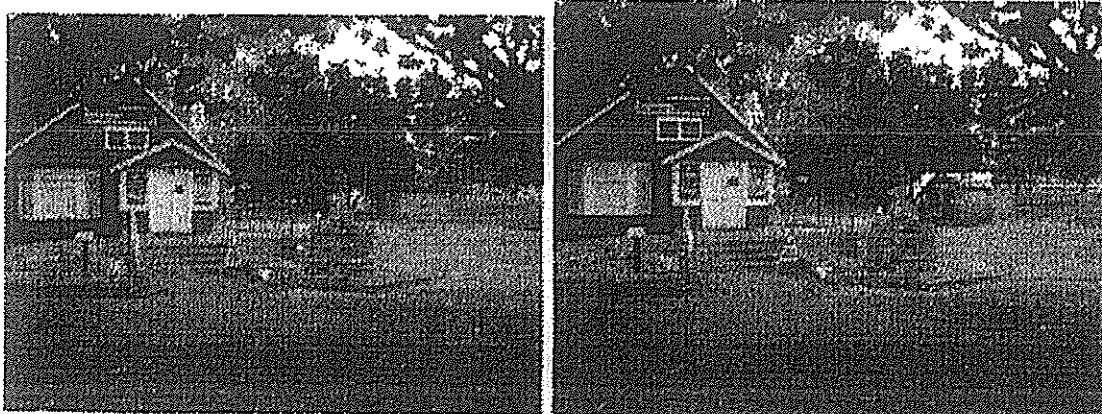
It is conjectured that the shed was once a real estate office at a different location and that it was merely dragged to 410 Center at a later time as other buildings were constructed downtown. Moving buildings for reuse elsewhere was not unheard of; as late as 1953 a building reported to have been both a real estate office and an early home of American Martyrs was moved out of town from its location at 4th and Ingleside.

I have gone through the City Directories to compare the various addresses listed as real estate offices and attempted to narrow down the possibilities of real estate sheds that may have been moved.

If the address is also listed as the real estate agent's residence, for example, it was eliminated, as the shed is obviously much too small to be a home. Sadly, it seems that not all of the realtors were listed, leaving the possibility that the shed housed a realtor that isn't in the directory; e.g., Cooper-Cullen, which was in the Daugherty office, or Stewart & Tinklepaugh, who were named in an early newspaper.



I would imagine that the likelihood of a shed being moved and reused would increase based on how recently it was last used and how close it is to 410 Center, but those are not the only factors. Still, on that criteria, and



Proposed location of The Real Estate Office

(Sorry. No photo shop skills, and the apparent size of the shed on the right is a rough estimate).

The street-facing and museum-facing sides of the shed would be painted to represent a typical 1912 real estate office. The opposite (and restored) side would have an interpretive sign and photos to describe the buildings' documented and reported history.

The restoration would be done as an Eagle Scout project. I am already in talks with an eagle candidate and his father, who are very excited to get started. One aspect of the eagle project would be to obtain funding from the numerous real estate agents and companies in town. Part of the interpretive signage would be to emphasize the key role of the real estate industry and developers that had the foresight to envision Manhattan Beach as a resort and beachside community. It could also thank and recognize sponsors for the support.

We do not have documentation to recreate the interior of a real estate office, so I suggest that the interior of the shed be completely sealed for use as a storage area for the MBHS's growing collection of materials; not historical documents, which require special care, but for signage, pottery, and other larger objects, as well as for furniture that has rotated usage. It would be a secured storage facility with no HVAC.

I have just started to look at the actual physical move of the building. It appears to be of solid construction, and for all I know it could be simply winched up onto a ramp truck.

Manhattan Beach was begun and built by the real estate developers. The "Sun, Sand, and Sea" of our town are its greatest assets, making it a desirable place to live or vacation. While we have not yet been able to document that the gray shed actually served as a real estate office (and we may not ever be able), the shed can be shown to be one of our town's oldest

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2012

PRODUCER (323) 934-8160 (323) 934-8170 SHOMER INSURANCE AGENCY 4221 WILSHIRE BLVD #222 LOS ANGELES, CA 90010		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Beach Cities Chabad, Jewish Community Center of the Southbay, Friendship Circle of the Southbay 2108 Vail Avenue Redondo Beach, CA 90278		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Philadelphia Indemnity Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK783552	10/13/2012	10/13/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	PHPK783552	10/13/2012	10/13/2013	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO: Manhattan Beach Spin Challenge 5/19/2013

POLICY SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

City of Manhattan Beach
Parks and Recreation
1400 Highland Avenue
Manhattan Beach, CA 90266

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266
(310) 802-5000

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This agreement is issued in consideration of the City approval of the sponsor's application. The named insured must still provide a Certificate of Insurance, naming the City as an additional insured and meet the City's required minimum limits of insurance. An additional insured endorsement shall also be provided and signed by the insurance carrier.

The named insured agrees to the following:

1. Indemnification Clause. The named insured shall indemnify and save harmless the City of Manhattan Beach including its elected officials, officers agents and employees against any and all claims, liability, judgments, costs or expense resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and clean-up dates):
2. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.

This agreement is effective September 30, 2012 at 12:01 a.m.

Named Insured Pancreatic Cancer Action Network

I, ERIKA COSPY (print/type name), warrant that I have authority to bind the above listed sponsor and by my signature hereon do so bind this sponsor.

By 
Signature of Authorized Representative

Approved _____
City Risk Manager Date



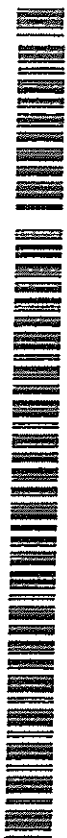
IMPORTANT NOTICE TO OUR POLICYHOLDERS

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. YOU SHOULD RETAIN ALL OF THESE DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

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MANHATTAN BEACH HISTORICAL

P.O. BOX 3355

MANHATTAN BEACH CA 90266

RE: Policy Type: BUSINESS OWNERS
Policy Number: 57 SBM AW2841

Renewal Date: 07/30/12

Thank you for being a loyal customer of The Hartford.

Enclosed are renewal documents for your BUSINESS OWNERS policy, which is scheduled to renew on 07/30/12. Along with a new Declarations Page, which details the coverages provided by your BUSINESS OWNERS policy, we are enclosing important policy documents. Please be aware that you will receive an invoice for the new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

Should you have questions about your policy, please feel free to contact us at (866) 467-8730. We are available Monday – Friday; 7 am to 7 pm CST. For your convenience, you can also pay your bill and request certain documents, such as Certificates of Insurance and Auto Identification cards online, any time, day or night. To learn more about our Online Service capabilities, visit the Business Service Center at www.thehartford.com/servicecenter where you also have access to tips, tools and coverage information designed to help protect the business you've worked so hard to build.

On behalf of **DOHRMANN INSURANCE AGENCY/PHS** and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,

Your Hartford Team

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Direct Bill Information

You will soon receive your first bill from The Hartford. Please do not make any payment until you receive your bill.

Your insurance policy is in force as of the effective date shown on the policy. (If you do not wish to continue your coverage with The Hartford, you must contact your Hartford agent or broker immediately. In addition, you must either return your policy to The Hartford or submit to The Hartford a signed "Lost Policy Release" form, which you can obtain from your agent or broker.)

Here's how you will be billed:

- o Your total premium is displayed on the front of your policy. You will be billed according to the payment plan under which you are enrolled.
- o Please pay the exact amount of the "minimum due" shown on your bill or you may choose to pay your total premium in full. Please note that a nominal service fee is added to each billing installment. To save on service fees, you may prepay future installments if you wish. To avoid late payment fees, please pay the "minimum due" so that it is received by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you are on the installment billing plan and a credit or additional premium is due as the result of a change made to your policy, the credit or additional premium will be spread equally over the future billing installments.
- o If you are currently enrolled in our Electronic Funds Transfer (EFT) program, changes to your premium will result in changes to the amount that will be automatically withdrawn from your bank account. **You can find the new draw amounts listed on your next billing statement.** If you have any questions regarding this change, or if you need to adjust or stop your next scheduled EFT withdrawal, please call us at 1-866-467-8730 at least 3 days prior to the scheduled draw date.
- o For your convenience, more than one policy may be combined on a single monthly bill. This means you can add eligible policies to your billing account at any time.

Options for Making a Payment:

Repetitive EFT

Want a fast and easy way to make your scheduled payments to The Hartford? By having your payments automatically deducted from your bank account, you don't have to write and mail a check or worry about your payment being received on time. To learn more about EFT and to signup today for this time saving service:

- o Call customer service, toll-free at 1-866-467-8730
- o Press 2 for "Payment or Billing Account Information"
- o **Pay by Phone** Call toll-free at 1-866-467-8730 to make a one-time payment.
- o **Mail Check** Send in a check with your remittance stub in the envelope enclosed with your bill.

If you have any questions about your bill, please call The Hartford's Customer Service toll-free number 1-866-467-8730.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN
RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK
INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts):

\$ \$4.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of such insured losses that exceeds the applicable insurer deductible.

However, if aggregate insured losses attributable to certified acts of terrorism under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to certified acts of terrorism under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under TRIA, we shall not be liable for the payment of any portion of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

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41 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any
28 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
AW insurance company of The Hartford Insurance Group shown below.
SBM

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

Policy Number: 57 SBM AW2841 DX



SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: MANHATTAN BEACH HISTORICAL
(No., Street, Town, State, Zip Code) SOCIETY
P.O. BOX 3355
MANHATTAN BEACH CA 90266

Policy Period: From 07/30/12 To 07/30/13 - 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: DOHRMANN INSURANCE AGENCY/PHS
Code: 129692

Previous Policy Number: 57 SBM AW2841

Named Insured is: NON PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP

Countersigned by

Christine R. Gjer

Authorized Representative

05/16/12
Date

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM AW2841

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
BUSINESS LIABILITY OPTIONAL COVERAGES	
HIRED/NON-OWNED AUTO LIABILITY	\$1,000,000
FORM: SS 04 38	

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SPECTRUM POLICY DECLARATIONS (Continued)
POLICY NUMBER: 57 SBM AW2841

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Form Numbers of Forms and Endorsements that apply:

SS 00 01 04 93	SS 00 05 12 06	SS 00 08 04 05	SS 00 45 12 06
SS 01 21 07 08	SS 04 38 09 09	SS 05 47 09 01	SS 05 64 12 10
SS 50 94 09 10	SS 40 23 03 00	SS 50 19 01 08	IH 99 40 04 09
IH 99 41 04 09	SS 83 76 01 08		
IH 12 00 11 85 ADDITIONAL INSURED - MANAGER/LESSOR			

COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period, and up to three years afterward.

E. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. And we do not represent or warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or

QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS and COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

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COMMON POLICY CONDITIONS

c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

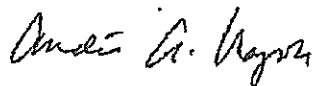
L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Terence Shields, Secretary



André A. Napoli, President

POLICY NUMBER: 57 SBM AW2841



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

05878

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA. 90266

*1100257AW28410113





Named Insured: MANHATTAN BEACH HISTORICAL

Policy Number: 57 SBM AW2841

Effective Date: 07/30/12

Expiration Date: 07/30/13

Company Name: DOHRMANN INSURANCE AGENCY/PHS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

05879

*1100257AW28410113

