

**RESIDENT CURATORSHIP AGREEMENT
SAMPLE**

This Curatorship Agreement (hereinafter the "Agreement" or this "Curatorship Agreement") entered into on the _____ day of _____, 20____ by and between the

STATE OF DELAWARE

DELAWARE DIVISION OF PARKS AND RECREATION

hereinafter referred to as "DPR"

and

hereinafter jointly (if more than one) referred to as "the Curators"

WHEREAS, DPR owns the historic structure known as _____ described fully in Appendix A, attached and incorporated herein (hereinafter the "curatorship structure"), and deems the preservation of the curatorship structures to be of benefit to the citizens of the state of Delaware (hereinafter "the State");

WHEREAS, the curatorship structure is presently in need of significant restoration and the Curators wish to donate to the State for the use of DPR an irrevocable gift in an amount sufficient to restore, rehabilitate and renovate the curatorship structures;

WHEREAS, the curatorship structure is located upon that certain real property consisting of approximately _____ acres \pm , as more particularly described in Appendix A (hereinafter the "curatorship grounds") which are located within _____ State Park (the "Park"), (hereinafter the curatorship structure and the curatorship grounds are sometimes referred to collectively herein as the "Premises");

WHEREAS, the curatorship structure is deemed to be significant to the heritage of the State as stated in Appendix B, attached and incorporated herein, and the preservation and restoration, rehabilitation, renovation, and maintenance of the curatorship structures are a benefit to the people of the State;

WHEREAS, the Curators represent that they are qualified to do the proposed restoration, rehabilitation, renovation and maintenance as shown by the resume(s), attached and incorporated herein as Appendix C, and represent that they are financially able to

undertake the proposed restoration, rehabilitation, renovation and maintenance as shown by the financial statement attached and incorporated herein as Appendix D;

NOW THEREFORE, DPR and the Curators hereby agree that the Curators will restore, rehabilitate, renovate and maintain the curatorship structure and maintain the curatorship grounds as a gift to the State of Delaware, (i) following and in compliance with *The Secretary of Interior's Standards for Rehabilitation* (as may be amended from time to time by the Secretary of the Interior), and summarized in Appendix E, attached and incorporated herein, and (ii) under the following terms and conditions:

A. Scope of Agreement

1. The Curators propose and agree to complete the restoration, rehabilitation and renovation work as set out in the Restoration Work Plan, attached and incorporated as Appendix F, and to finish the work within five (5) years of the commencement of this Agreement.
2. Because final restoration, rehabilitation and renovation costs are subject to change, the Curators cannot state precisely the amount of their gift to the State, but agree that in no event shall their contribution be less than \$_____ or the amount which may have been expended in the restoration, rehabilitation and renovation at the time of the death of the survivor of them. In calculating this amount the Curators have included estimates of their expenditure for goods, services and an estimate of the value of their labor, if any, towards the completion of the work as set out in the Restoration Work Plan (Appendix F).
3. Upon completion of the work listed in the Restoration Work Plan (Appendix F), the Curators shall continue to repair, and maintain the Premises, including the curatorship structure and the curatorship grounds, on an as needed basis during the term of the Curatorship Agreement. These services will be provided without charge and will be performed for the duration of the Curatorship. The Curators may occupy the Premises as their residence in order to perform these services, unless another use is approved in writing by the DPR. DPR reserves the right to inspect the Premises upon reasonable notice to the Curators as provided in Section B. Paragraph 5. Below.
4. Subject to Park's rights to operate and control the Park and the Premises, the Curators shall open the Premises to the public a minimum of two days each year, as arranged in cooperation with DPR once the restoration, rehabilitation and renovation have been completed.
5. The Curators will develop and maintain the curatorship grounds in accordance with a landscape plan approved by DPR, this landscape plan must be completed within two years of the execution of this agreement. No tree removal is permitted except as indicated in the landscape plan or with permission of the Park Administrator or Superintendent. The Curators are encouraged to use native species wherever feasible and required to remove invasive non-native species. A list of non-native invasive

species that must be removed, and a list of native species often used in landscaping are found in Appendix H.

6. The Curators acknowledge that the property surrounding the curatorship structure, as state park lands and/or public lands, may be open for public recreational use, subject to rules and regulations imposed by DPR, and that the property surrounding the Premises is subject to future facility development for recreational or other use by the public. The Curators also acknowledge that DPR, its employees, agents, contractors, tenants, subtenants, licensees, and invitees (including but not limited to the general public) reserve the right to enter and use the existing roads, trails and paths, if any, which lie within the curatorship grounds for ingress and egress to other portions of the Park or lands of DPR, and in addition DPR reserves the right to reasonably relocate any such roads, trails or paths to another reasonable location on the Premises. The Curators further acknowledge that DPR, its employees and agents reserve the right to enter the curatorship grounds at any time for the purposes of fulfilling any duties or obligations which DPR has as an agency of the State.
7. The Curators agree that there shall be no hunting of any kind on the Premises by the Curators, their guests or invitees. Resident Curatorship does not grant any special hunting privileges by Curators, their guests, or invitees. Any hunting must be in accordance with Park Regulations.

B. Restoration and Renovation Requirements

1. If DPR has not already provided such map to the Curator, within ninety (90) days of execution of this Curatorship Agreement, DPR will provide an accurate map of the Premises and all work, including landscaping, must be within those boundaries. In the event that DPR determines, at any time during the term of this Curatorship Agreement, that DPR has need for a more accurate plat of the Premises, DPR shall have such a plat prepared at DPR's sole cost and expense and for DPR's sole benefit. DPR and the Curators agree to amend this agreement in order to attach such plat as a new Appendix to this Agreement, which shall more particularly describe the curatorship grounds.
2. Prior to undertaking any excavation on the Premises, the Curators shall contact the Cultural Heritage Program (Program), DPR, which will be permitted to inspect the excavation area. The Curators agree to abide by recommendations made by the Program to mitigate anticipated disturbance of archaeological deposits caused by work done to the Premises by the Curators, provided that such recommendations are received in writing by the Curators within twenty-one (21) calendar days from the date the Curators first contact the office. Mitigation may include, but is not limited to, the following general courses of action: avoidance, survey and reconnaissance, test pits, total excavation, and archival research. The Curators shall bear, as part of their gift to the State, any expenses associated with archaeological mitigation to the Premises. The disposition of any artifacts recovered will be in accordance with Title 7 Delaware Code Chapter 53.

3. All contracts entered into for restoration, rehabilitation, renovation and maintenance services shall be made in the Curators' names. Prior to the commencement of any such contract work, the Curator shall have the Contractor sign the "Notice of Work Performed on State Property" (Notice) form attached and incorporated herein as Appendix G. The Curators shall keep Notices on file and will provide copies to DPR upon request. The Curator must request a certificate of insurance from the contractor and provide a copy to DPR. The Curator may not waive subrogation rights.
4. Restoration, rehabilitation and renovation of the Premises shall be undertaken in accordance with the Restoration Work Plan, attached and incorporated herein as Appendix F. DPR acknowledges that the nature of historic restoration work is such that strict adherence to the work plan may not always be possible. DPR will permit the Curators to make reasonable adjustments as work progresses, without prior approval, so long as the adjustments do not substantially alter the original intent and scope of the Restoration Work Plan. The Curators shall point out such adjustments to DPR during regularly scheduled inspections so the adjustments may be noted in writing on the inspection report. Should adjustments substantially alter the original intent and purpose of the Restoration Work Plan, the Curators shall seek written approval of DPR prior to effecting the adjustments. DPR reserves the right to require the Curators to correct any unapproved adjustments which, in DPR opinion, substantially alter the original intent and scope of the Restoration Work Plan. The Curators may, in consultation with DPR, and subject to his/her approval, prepare written revisions to the Restoration Work Plan from time to time as deemed necessary by DPR. The Restoration Work Plan shall provide at a minimum a current detailed plan for restoration, rehabilitation, renovation and/or maintenance for the upcoming year and a general plan for the upcoming five years.
5. DPR reserves the right to inspect the restoration, rehabilitation and renovation work after providing at least fourteen (14) days notice to the Curators, provided however, that in an emergency situation DPR may inspect without notice. If the work is not completed as approved, as determined by DPR, corrective steps must be taken at the Curators' expense, as part of the gift to the State, within a time limit set by DPR.
6. The Curators shall obtain all permits, inspections and approvals required in connection with the obligations undertaken by the Curators under the Curatorship Agreement and the restoration, rehabilitation, renovation, improvement, maintenance and use of the Premises.

C. Donation Documentation

1. The Curators' contribution to the State will be in the form of the Curator's materials and services and their time and labor used in the restoration, rehabilitation and renovation of the Premises. Complete records of funds expended and time/labor invested shall be kept by the Curators and forwarded to DPR on or before March 15 of each year. Upon final acceptance by DPR of the renovation work, DPR shall accept receipt of the amount expended by the Curators and shall issue a written acknowledgement to the Curators of

the amount contributed and received by the State. When the restoration is complete, DPR shall prepare for the signature of the Director, Division of Parks and Recreation (hereinafter the "Director"), and addressed to the Curators, a letter acknowledging completion of the restoration as a gift to the State.

2. The Curators shall thoroughly document all of their restoration, rehabilitation and renovation work with photographs or video records. Prior to the commencement of any task of restoration or renovation work as set out in the Restoration Work Plan, and again upon completion of that work, the Curators shall photograph or otherwise visually record the area to be worked on. At a minimum, the Curators shall take ten (10) photographs/slides every six months to document the condition of the Premises. The Curators shall provide DPR with copies of the photographs/slides at the Curators expense upon request. The first such record shall be made within one month of completion of this Curatorship Agreement.
3. The Curators understand that the State has not made any assertions or representations as to the tax treatment which their gift to the State will receive from the federal, state or local authorities. It is the Curators' intent that the gift be effective and complete regardless of the tax consequences, and that the tax liability, if any, arising from any part of this Curatorship shall be solely the Curators' responsibility.

D. Insurance and Liability

1. The Curators shall, at their sole cost and expense, maintain property coverage on any and all of their own furnishings and other personal property placed by them on or in the Premises. This policy shall include coverage for additional living expenses in the event of an occurrence making the Premises uninhabitable. The Curators shall submit annual certificates of insurance for such coverage to DPR. The Curators acknowledge that they understand the curatorship structures and all improvements the Curators make to the curatorship structures as part of their gift to the State are, as real property owned by the State, covered against loss by fire, flood or other hazard by the State's self-insurance trust fund. The State may, but is not required to, rebuild state-owned structures that are damaged or destroyed by fire or otherwise. The Curators acknowledge that reconstruction with funds from the State's self-insurance trust is subject to a \$500 deductible amount to be paid by the property's using agency. In the event that the using agency elects not to pay the deductible amount, the Curators may elect to pay it. The Curators may seek to purchase, at the Curators sole expense, additional hazard insurance for the curatorship structures provided that any such policy shall name the State as co-insured.

The Curators shall maintain, at their sole cost and expense, comprehensive personal liability coverage insuring against loss or liability in connection with bodily injury, death, property damage or destruction arising out of the use of the Premises by the Curators or their family, agents, contractors, licensees, personal guests or invitees under a policy or policies of insurance having such limits as are reasonably required by DPR from time to time.

Such comprehensive personal liability coverage shall (a) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by DPR or the State or their successors and assigns, (b) by its terms provide at least thirty (30) days prior written notice to DPR before cancellation, non-renewal or material change to the policy, and (c) be issued by an insurer of recognized responsibility licensed to issue such policy in Delaware. The Curators shall deliver to DPR an original or signed duplicate copy of such policies (or at DPR's option a certificate thereof) and at least thirty (30) days before any such policy expires, the Curators shall deliver to DPR an original or signed duplicate copy of a replacement thereof (or at DPR's option, a certificate thereof).

2. The Curators agree that they shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Curators, their employees, and invitees on or about the premises and which arise out of the Curators' performance, or failure to perform as specified in this Curatorship Agreement.
3. The Curators accept the complete Premises which includes the curatorship structures in an "as-is" condition. The Curators acknowledge that restoration, rehabilitation, renovation, and maintenance of the curatorship structures may result in exposure to hazardous and toxic substances. Such substances may include, but are not necessarily limited to, the following: lead, asbestos, alkali, methylene chloride, mineral spirits, turpentine, methanol, benzene, toluene, epoxies, paraffin, pentachlorophenol, creosote, chromated copper arsenate, and wood dust. The Curators shall bear sole responsibility for the mitigation of all harmful and toxic substances on the Premises according to currently acceptable standards including those standards (if any) as promulgated by federal, state or local authorities. The Curators shall indemnify and hold the State, DPR, its officers, agents, representatives, contractors of the Curators, subcontractors, and all other third parties, harmless from any claims by themselves, their family, personal guests, invitees or licensees, for any damage to person or property resulting from any defect or condition in or about the Premises or other use of the Premises by the Curators under this Curatorship Agreement.

E. Termination and Transferability

1. Except as otherwise provided in this Agreement, this Curatorship Agreement shall continue in effect throughout the lives of the Curators named herein, including the life of one surviving the death of the other. In no event shall this Curatorship Agreement continue beyond the date of the death of the surviving Curator. The Curator may terminate this Curatorship Agreement after providing sixty (60) days notice to the Director, with a copy to DPR.
2. This Curatorship Agreement may not be transferred, assigned or otherwise alienated by the Curators. Any such transfer, assignment or alienation shall be considered null and void.

3. If the Curators fail to comply with any and/or all of the terms and conditions of this Curatorship Agreement, or fail to correct a defect after receiving notice as provided herein above (Section B. Paragraph 5.), DPR may terminate the Curatorship Agreement upon sixty (60) days notice. Failure of DPR to put the Curators on notice does not act as a waiver by DPR to do so.
4. All permanent improvements, alterations, and appliances shall remain the property of the State of Delaware, Division of Parks and Recreation, upon termination of the Curatorship Agreement. The Curators shall be responsible for the curatorship structures being in the best condition, to which they had restored them, at such time as this Curatorship Agreement terminates, normal wear and tear excepted.

F. Miscellaneous

1. This Curatorship Agreement contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Curatorship Agreement.
2. This Curatorship Agreement may be amended, but only in writing signed by both the Curators and DPR.
3. Any notice, demand, consent, approval, request or document to be provided hereunder to a party hereto shall be in writing and shall be deemed to have been given and received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) if given by telecopy, when the telecopy is transmitted to compatible equipment in the possession of the recipient and confirmation of complete receipt is received by the sending party during normal business hours or on the next business day if not confirmed during normal business hours, or (d) five (5) business days after it is posted with the United States Postal Service, if given by certified mail, postage prepaid, return receipt requested. Any notice, demand, consent, approval, request or document to be provided hereunder shall be provided to the recipients at the addresses shown below or to such other recipients or addresses in the United States as the party changing its recipient or address may designate from time to time by notice to the other party:

If to Landlord:

State of Delaware
Division of Parks and Recreation
Attention: Resident Curatorship Program
152 South State Street
Dover, Delaware 19901

With a copy to the Park Superintendent or Park Administrator at:

If to the Curators:

4. This Agreement shall become effective upon and only upon its execution and delivery by each party hereto, and upon receipt of approval by the Secretary, Department of Natural Resources and Environmental Control. Notwithstanding anything herein to the contrary, if this Agreement has not been approved by the Secretary, Department of Natural Resources and Environmental Control, on or before _____, this Agreement shall not commence and there shall be no Agreement.
5. This Curatorship Agreement shall be interpreted according to the laws of the State of Delaware.
6. All Appendices, exhibits, plats, and maps referred to herein are hereby incorporated by reference into this Agreement as if they were fully set forth herein.

THE PARTIES HERETO, enter into this Curatorship Agreement as acknowledged by the signatures below.

Curator:

(Date)

Curator:

(Date)

Secretary, Department of Natural Resources and Environmental Control

(Date)

SUMMARY OF APPENDICES

Standard Curatorship Agreements normally have eight appendices, which are inserted at the time the curatorship agreement is negotiated. Those appendices are as follows:

Appendix A: Description of Curatorship Premises

This appendix includes a list of the historic structure(s) which are to be part of the curatorship Premises, using the same names as used in page 1 of the Agreement in the first Whereas paragraph, and a Property Description of the curatorship grounds with maps providing a legally sufficient description of the curatorship grounds. An exact boundary line will be prepared by DPR after the Agreement is approved.

Appendix B: History of the Curatorship Premises

This will be a history of the Curatorship Premises outlining the general history of the property and specifying why it is historically significant. This will usually be the National Register nomination for the premises.

Appendix C: Resume(s)

The Resume(s) provided by the curator(s) and/or their contractor highlighting any particular experience or qualifications they may have in the field of historic preservation.

Appendix D: Financial Disclosure Statement

The Financial Disclosure Statement provided by the curator(s) may include standard forms (available from any bank or lending institution) on which they list all assets and liabilities, or, if curator(s) have a Certified Public Accountant familiar with their financial affairs, a letter from that person on business letterhead stating that curators have the financial wherewithal to undertake the curatorship. The intent is for curator(s) to demonstrate their ability to make the necessary expenditures.

Appendix E: Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards for Rehabilitation is inserted here as a basic guideline to be used in the restoration. A copy of the Standards has been provided as part of the request for proposals package.

Appendix F: Restoration Work Plan

The Restoration Work Plan, the single most important appendix, gives a task-by-task breakdown, work schedules for completing the tasks, cost estimates for each task of the proposed preservation, restoration, rehabilitation, and renovation showing which tasks are to be accomplished in each year (up to five years) of the project. Samples supplied upon request. Floor plans and elevations may be required, as determined by the Committee.

Appendix G: Notice of Work Performed on State Property

This appendix explains that state law prohibits the placing of a mechanic's lien on state property and provides a notice to contractors that must be signed before contracting work on curatorship structures.

Appendix H: Planting Guidelines

This appendix includes a list of non-native invasive species which must be removed from the curatorship grounds as part of any landscaping plan or which cannot be included in any landscaping on the curatorship grounds, as well as a list of native species which the Division encourages curator(s) to use in any landscaping plan.

Appendix A

DESCRIPTION OF CURATORSHIP PREMISES

To be added when curatorship contract is signed

Appendix B

HISTORY OF CURATORSHIP PREMISES

To be added when curatorship contract is signed

Appendix C

RESUMES

To be added when curatorship contract is signed

Appendix D
FINANCIAL DISCLOSURE STATEMENT

Personal Financial Statement

Important: Read these directions before completing this Statement. Check the appropriate box.

- If you are relying solely on your own income or assets, and not the income or assets of another, complete only Sections 1 and 3.
- If you are relying on the income or assets of another person, complete all Sections, providing applicable information below about the joint party.

Section 1 – Individual Information (Type or Print)		Section 2 – Joint Party Information (if applicable to this Statement)	
Name	Date of Birth	Name	Date of Birth
Residence Address		Residence Address	
City, State and ZIP Code	Years at Address	City, State and ZIP Code	Years at Address
Position or Occupation	Social Security #	Position or Occupation	Social Security #
Residence Phone ()	Business Phone ()	Residence Phone ()	Business Phone ()

Financial statement as of: _____ Asset Ownership: J = Joint*
I = Individual Only

Section 3 – Statement of Financial Condition					
Assets (Do not include Assets of doubtful value)	In Dollars (Omit Cents)	J/I	Liabilities	In Dollars (Omit Cents)	J/I
			Notes payable to banks – see Schedule D		
Cash in banks					
Marketable Securities – see Schedule A			Due to brokers – see Schedule D		
Non-Marketable securities – see Schedule B					
			Amounts payable to others – see Schedule D		
Partial interest in real estate investments - See Schedule B					
			Loans on life insurance policy(s) – see Schedule E		
Real estate owned – see Schedule C					
			Real estate mortgages payable - see Schedule B and C		
Loan receivable					
			Other debts - itemize		
Cash value life insurance – see Schedule E					
Net worth of business owned - (attach Financial Statement)					
IRA's, pensions, Keogh, profit sharing					

Other assets – itemize:				
			Total Liabilities	
			Net Worth (Total Assets Minus Total Liabilities)	
Total Assets			Total Liabilities and Net Worth	

**Please provide name(s) if jointly owned:*

Cash Income and Monthly Housing Expense			
Cash Income for the Year Ended:	Individual	Joint Party	Total
Salary, bonuses, and commissions			
Other income: (Income from alimony, child support, or separate maintenance income need not be revealed if the applicant or co-applicant does not wish to have it considered as a basis for repaying this obligation)			
Total Income			
Monthly Housing Expense			
(Mortgage payments, taxes, and insurance, or rent)			

Schedule A – Investments in Stocks and Bonds				
Number of Shares or Face Value (Bonds)	Description	In Name of	Are these pledged?	Market Value

Schedule B – Investments in Real Estate. Unregistered (i.e., Non-Marketable) Securities, Etc.					
Location/Description of Investment / % Owned	Investment Year	Investment Cost	Owned By	Current Value or Net R/E Equity	Mortgages

Schedule C – Real Estate Owned							
Address	Titled in Name(s) of	Date Bought	Cost	Market Value	Mortgages		
					Owing Now	Maturity Date	Held By

Schedule D – Notes Owing Banks, Brokers, Finance Companies and Others				
Owing To	Balance Due	Repayment Terms	Date of Final Payment	Secured by

Schedule E – Life Insurance						
Name of Insurance Company	Owner of Policy	Beneficiary	Type*	Face Amount	Policy Loans	Cash Surrender Value

*W – Whole Life *T – Term E – Endowment A – Annuity G – Group O – Other

Schedule F – Banks or Finance Companies Where Credit has been Obtained					
Name & Address of Lender	Credit in the Name of	Secured or Unsecured	Original Date	High Credit	Year Paid

Contingent Liabilities

- Are you a guarantor, co-maker or endorser for any debt not shown above? Yes No
- Are you a party to any claim or lawsuit? Yes No
- Are you contingently liable for any lease or contract? Yes No
- Are any of your taxes past due? Yes No

Please provide details if you answered yes to any of the questions above _____

Please provide the date your Income tax returns are filed through _____

Representations and Warranties; Further Inquiries

I represent and warrant that the information provided is true, correct and complete in all respects, and you are authorized to make all inquires you deem necessary or appropriate to verify the accuracy of the information provided by me in this personal Financial Statement and to determine my creditworthiness.

Date	Signature (Individual)	Signature (Joint Party)
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Appendix E

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

To be added when curatorship contract is signed

Appendix F

RESTORATION WORK PLAN

To be added when curatorship contract is signed

Appendix G

NOTICE OF WORK PERFORMED ON STATE PROPERTY

Appendix G

NOTICE OF WORK PERFORMED ON STATE PROPERTY

State law prohibits the placing of mechanic’s liens on state property. This means if you hire contractors to perform work on your curatorship and fail to pay them, they are prohibited by law from having liens placed on the property. The curatorship agreement requires you to have each contractor sign a document known as the “Notice of Work Performed on State Property.” By signing this document, contractors acknowledge that they can not place liens on the property if you fail to pay them. If they wish to secure some other security for payment, they will have to work that out with you.

Attached are two copies of the Notice. One has numbers filled in the blanks to correspond with the following directions for completing the form. The other is blank so you can make copies for your own use.

<u>Blank No.</u>	<u>Information to be Entered</u>
1.....	Date of your curatorship agreement
2.....	Your full name(s)
3.....	Name and address of curatorship
4.....	Your last name(s)
5.....	Contractor’s business name
6.....	Your full name(s)
7.....	Date of your curatorship agreement
8.....	Name of property
9.....	Your last name(s)
10.....	Your full name(s)
11.....	Name of curatorship premises
12.....	Your full name(s)
13.....	Name of signature
14.....	Name of signature

You should keep signed notices on file for possible audit by state officials.

NOTICE OF WORK PERFORMED ON STATE PROPERTY

WHEREAS, by the terms of a gift dated _____ (1) _____ from _____ (2) _____ to the State of Delaware for the construction, renovation, and restoration of the State's property known as: _____ (3) _____

Notice is hereby given and by this presence acknowledged that the property upon which the work is to be performed as part of the _____ (4) _____ gift is real property owned by the State of Delaware, and thus as, a matter of state law, no mechanic's lien of any sort may attach to state-owned property; and

WHEREAS, _____ (5) _____ (hereinafter "Contractor") and _____ (6) _____, has (have) entered into a contract dated _____ (7) _____, to which this Notice of Work Performed on State property is incorporated by reference, for a portion of the construction, renovation and restoration work on the _____ (8) _____;

NOW, THEREFORE, in order to meet the conditions imposed by the terms of the _____ (9) _____ gift to the State, and thereby be able to enter into the construction, renovation, and restoration contract with _____ (10) _____.

THE CONTRACTOR HEREBY EXPRESSLY ACKNOWLEDGES THAT HE/SHE HAS BEEN INFORMED THAT NO MECHANIC'S LIEN OF ANY SORT MAY ATTACH TO THE STATE'S REAL PROPERTY KNOWN AS _____ (11) _____ UPON WHICH WORK IS PERFORMED BY THE CONTRACTOR UNDER HIS CONTRACT WITH _____ (12) _____.

I/WE HAVE READ THE FOREGOING NOTICE OF WORK PERFORMED ON STATE PROPERTY AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this _____ day of _____, 20____.

AUTHORIZED AGENT CONTRACTOR

NOTICE OF WORK PERFORMED ON STATE PROPERTY

WHEREAS, by the terms of a gift dated _____ from _____ to the State of Delaware for the construction, renovation, and restoration of the State's property known as _____

notice is hereby given and by this presence acknowledged that the property upon which the work is to be performed as part of the _____ gift is real property owned by the State of Delaware, and thus, as a matter of state law, no mechanic's lien of any sort may attach to state-owned property; and

WHEREAS, _____ (hereinafter "Contractor") and _____, has (have) entered into a contract dated _____, to which this Notice of Work Performed on State Property is incorporated by reference, for a portion of the construction, renovation and restoration work on the _____;

NOW, THEREFORE, in order to meet the conditions imposed by the terms of the _____ gift to the State, and thereby be able to enter into the construction, renovation, and restoration contract with _____.

THE CONTRACTOR HEREBY EXPRESSLY ACKNOWLEDGES THAT HE/SHE HAS BEEN INFORMED THAT NO MECHANIC'S LIEN OF ANY SORT MAY ATTACH TO THE STATE'S REAL PROPERTY KNOWN AS

_____ UPON WHICH WORK IS PERFORMED BY THE CONTRACTOR UNDER HIS CONTRACT WITH _____.

I/WE HAVE READ THE FOREGOING NOTICE OF WORK PERFORMED ON STATE PROPERTY AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this _____ day of _____, 20_____.

AUTHORIZED AGENT CONTRACTOR

Appendix H
PLANTING GUIDELINES

Invasive Plant Species in Delaware

William A. McAvoy, Botanist, Delaware Natural Heritage Program
December 2001

This list contains **65** species and varieties of alien vascular plants considered to be invasive in the state of Delaware. These species are, or have extreme potential to be detrimental to natural systems, i.e., displace native vegetation and disrupt ecological processes. This list is based on personal knowledge, consultation with knowledgeable individuals, and the literature.

Species highlighted in bold are considered to be the most damaging to natural areas in the state. These species are usually shade tolerant, many have a perennial habit, many reproduce and spread primarily by seed and/or spread rapidly through vegetative means, many occur in a variety of habitat types, and many are currently widespread and abundant in the state or have high potential to become widespread.

The purpose of this list is not regulatory, it is to serve only as a reference, advising those who have an interest in alien plant species in Delaware.

SCIENTIFIC NAME	COMMON NAME	HABIT	HABITAT
Acer platanoides	Norway maple	deciduous tree	Upland forests and slopes
Acer pseudoplatanus	sycamore maple	deciduous tree	Escape from cultivation
Ailanthus altissima	tree-of-Heaven	deciduous tree	Disturbed woods, roadsides, fields
Akebia quinata	five-leaf akebia	woody vine	Cultivated and occasionally escaping
Alliaria petiolata	garlic mustard	biennial herb	Moist woods and floodplains
Ampelopsis brevipedunculata	porcelain-berry	woody vine	Moist woods, slopes and thickets
Arthraxon hispidus	joint-head arthraxon	annual grass	Disturbed areas, edges, old fields, roadsides, ditches
Berberis thunbergii	Japanese barberry	deciduous shrub	Escape from cultivation, woods and thickets
Bidens polylepis	tickseed sunflower	annual herb	Marshes, wet meadows, depressions, ditches
Cabomba caroliniana	Carolina fanwort	aquatic herb	Ponds and quiet waters
Carex kobomugi	sedge	perennial sedge	Planted on coastal dunes
Celastrus orbiculata	Oriental bitter-sweet	woody vine	Woods, floodplains, thickets
Cirsium arvense	Canada thistle	perennial herb	Meadows and old fields
Clematis terniflora	Japanese virgin's-bower	herbaceous vine	Stream and river banks, thickets, moist woods
Commelina communis	Asiatic dayflower	annual herb	Disturbed areas, edges, old fields, roadsides, ditches
Conium maculatum	poison-hemlock	biennial herb	Disturbed areas, edges, old fields, roadsides, ditches
Convolvulus arvensis	field bindweed	herbaceous vine	Meadows and old fields
Duchesnea indica	Indian mock-strawberry	perennial herb	Disturbed areas, edges, old fields, roadsides, lawns
Egeria densa	Brazilian water-weed	aquatic herb	Ponds and quiet waters
Eichhornia crassipes	water hyacinth	aquatic herb	Rare in ponds and quiet waters
Elaeagnus umbellata	autumn olive	deciduous shrub	Woods and thickets
Eragrostis curvula	weeping love-grass	perennial grass	Disturbed areas, edges, old fields, roadsides
Euonymus alata	winged euonymus	deciduous shrub	Moist woods and slopes
Festuca pratensis	meadow fescue	perennial grass	Disturbed areas, edges, old fields, roadsides, ditches
Galanthus nivalis	snow-drops	perennial herb	Escape from cultivation
Hedera helix	English ivy	woody vine	Thin woods, edges and thickets
Hemerocallis fulva	orange daylily	perennial herb	Floodplains and moist woods
Humulus japonicus	Japanese hop	perennial herb	Disturbed areas, edges, old fields, roadsides, ditches
Humulus lupulus	common hop	perennial herb	Disturbed areas, edges, old fields, roadsides, ditches
Hydrilla verticillata	hydrilla	aquatic herb	Ponds and quiet waters
Iris pseudacorus	yellow iris	perennial herb	Fresh water tidal marshes
Leucojum aestivum	summer snowflake	perennial herb	Escape from cultivation
Ligustrum vulgare	European privet	deciduous shrub	Woods and thickets
Lonicera japonica	Japanese honeysuckle	woody vine	Woodlands throughout the state

Lonicera maackii	amur honeysuckle	deciduous shrub	Woods, thickets, old fields, edges
Lonicera morrowii	Morrow's honeysuckle	deciduous shrub	Woods, thickets, old fields, edges
Lonicera tatarica	Tartarian honeysuckle	deciduous shrub	Woods, thickets, old fields, edges
Ludwigia peploides	floating seedbox	perennial herb	Ponds, slow shallow streams, impoundments, ditches
ssp. <i>glabrescens</i>			
<i>Lysimachia nummularia</i>	creeping Jennie	perennial herb	Disturbed areas, edges, old fields, roadsides, ditches
Lythrum salicaria	purple loosestrife	perennial herb	Tidal and nontidal marshes, stream banks, wet meadows
Microstegium vimineum	Japanese stilt grass	annual grass	Moist woods and floodplains
Murdannia keisak	marsh dewflower	perennial herb	Marshes, ponds, ditches
<i>Myriophyllum aquaticum</i>	parrot feather	aquatic herb	Ponds and quiet waters
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	aquatic herb	Ponds and quiet waters
Pachysandra terminalis	pachysandra	perennial herb	Garden escape to woodlands
Phalaris arundinacea	reed canary grass	perennial grass	Fresh and brackish, tidal and nontidal marshes and streams
Phragmites australis	common reed	perennial grass	Widely established in wetlands
Pinus thunbergiana	Japanese black pine	evergreen tree	Coastal dunes
<i>Pistia stratiotes</i>	water lettuce	perennial herb	Rare in ponds and quiet waters
<i>Poa trivialis</i>	rough bluegrass	perennial grass	Disturbed areas, edges, old fields, roadsides, ditches
<i>Polygonum caespitosum</i>	tufted knotweed	annual herb	Disturbed areas, edges, old fields, roadsides, ditches
<i>Polygonum cuspidatum</i>	Japanese knotweed	perennial herb	Roadsides, thickets, thin moist woods, edges
Polygonum perfoliatum	mile-a-minute	annual herb	Thin moist woods, floodplains, swales and marshes
<i>Pseudosasa japonica</i>	bamboo	perennial grass	Edge of woods and roadsides
<i>Pueraria montana</i>	kudzu	herbaceous vine	Roadsides, edges of woods
Ranunculus ficaria	lesser celandine	perennial herb	Floodplains and moist woods
<i>Rhodotypos scandens</i>	jetbead	deciduous shrub	Cultivated and occasionally escaping
Rosa multiflora	multiflora rose	deciduous shrub	Meadows, old fields, thickets, edges
Rubus idaeus ssp. strigosus	red raspberry	deciduous shrub	Old fields, thickets, edges, hedgerows
Rubus phoenicolasius	wineberry	deciduous shrub	Disturbed areas, edges, old fields, roadsides, ditches
<i>Sorghum halepense</i>	Johnson grass	perennial grass	Crop land, meadows, moist swales
<i>Trapa natans</i>	water chestnut	aquatic herb	Rare in ponds and quiet waters
Urtica dioica	stinging nettle	perennial herb	Disturbed areas, edges, old fields, roadsides, ditches
Vinca minor	periwinkle	perennial herb	Thin woods, edges and thickets
<i>Wisteria floribunda</i>	Japanese wisteria	woody vine	Roadside thickets and abandoned gardens, old homesites

NATIVE ALTERNATIVES FOR CERTAIN INVASIVE PLANTS

Species	Native Alternatives
TREES	
<i>Acer platanoides</i>	<i>Acer rubrum / saccharinum / saccharum</i> (red / silver / sugar maple), <i>Carya alba / glabra</i> (mockernut / pignut hickory), <i>Fagus grandifolia</i> (American beech), <i>Liquidambar styraciflua</i> (sweetgum), <i>Nyssa sylvatica</i> (black gum), <i>Populus deltoides / grandidentata</i> (Eastern cottonwood / large-tooth aspen), <i>Tilia americana</i> (American basswood)
<i>Acer pseudoplatanus</i>	same as <i>A. platanoides</i>
SHRUBS	
<i>Elaeagnus umbellata</i>	<i>Alnus serrulata</i> (smooth alder), <i>Aronia arbutifolia</i> (red chokeberry), <i>Baccharis halmifolia</i> (groundsel tree), <i>Clethra alnifolia</i> (sweet pepperbush), <i>Cornus amomum</i> (silky dogwood), <i>Ilex glabra</i> (inkberry), <i>Ilex verticillata</i> (winterberry holly), <i>Itea virginica</i> (Virginia willow), <i>Kalmia latifolia</i> (mountain laurel), <i>Lindera benzoin</i> (spicebush), <i>Lyonia ligustrina</i> (maleberry), <i>Myrica pensylvanica</i> (Northern bayberry), <i>Rhus copallinum / glabra / hirta</i> (winged / smooth / staghorn sumac), <i>Rosa palustris</i> (swamp rose), <i>Rubus allegheniensis</i> (common blackberry) , <i>Sambucus canadensis</i> (common elderberry), <i>Vaccinium corymbosum</i> (highbush blueberry), <i>Viburnum acerifolium / dentatum / nudum / prunifolium</i> (mapleleaf viburnum / Southern arrowwood / possumhaw viburnum / smooth blackhaw)
<i>Euonymus alatus</i>	same as <i>E. umbellata</i>
<i>Ligustrum vulgare</i>	same as <i>E. umbellata</i>
<i>Lonicera maackii</i>	same as <i>E. umbellata</i>
<i>Lonicera morrowii</i>	same as <i>E. umbellata</i>
<i>Rosa multiflora</i>	same as <i>E. umbellata</i>
<i>Rubus phoenicolasius</i>	same as <i>E. umbellata</i>
VINES	
<i>Celastrus orbiculata</i>	<i>Amphicarpaea bracteata</i> (American hog-peanut), <i>Apios americana</i> (American groundnut), <i>Campsis radicans</i> (trumpet creeper), <i>Clematis virginiana</i> (Virginia virgin's-bower), <i>Lonicera sempervirens</i> (trumpet honeysuckle), <i>Menispermum canadense</i> (Canada moonseed), <i>Mitchella repens</i> (partridge-berry), <i>Parthenocissus quinquefolia</i> (Virginia creeper), <i>Passiflora lutea</i> (yellow passion-flower), <i>Vitis spp.</i> (grapes)
<i>Lonicera japonica</i>	same as <i>C. orbiculata</i>
<i>Polygonum perfoliatum</i>	same as <i>C. orbiculata</i> ????
<i>Vinca minor</i>	same as <i>C. orbiculata</i>
FORBS	
<i>Alliaria petiolata</i>	<i>Asarum canadense</i> (Canada wild ginger), <i>Aster novae-angliae</i> (New England aster), <i>Athyrium filix-femina</i> (lady fern), <i>Dryopteris intermedia / marginalis</i> (evergreen / marginal wood fern), <i>Geranium maculatum</i> (wild crane's-bill), <i>Polystichum acrostichoides</i> (Christmas fern), <i>Thelypteris noveboracensis</i> (New York fern)
<i>Lythrum salicaria</i>	<i>Asclepias incarnata</i> (swamp milkweed), <i>Chelone glabra</i> (white turtlehead), <i>Eupatorium fistulosum / perfoliatum</i> (hollow Joe-Pye weed / common boneset), <i>Iris versicolor</i> (blueflag iris), <i>Lobelia cardinalis</i> (cardinal flower), <i>Mimulus ringens</i> (squarestem monkeyflower), <i>Verbena hastata</i> (blue vervain), <i>Vernonia noveboracensis</i> (New York ironweed)
<i>Polygonum cuspidatum</i>	same as <i>A. petiolata</i>
<i>Ranunculus ficaria</i>	same as <i>A. petiolata</i>

GRASSES	
Microstegium vimineum	same as <i>P. arundinacea</i> ????
Phalaris arundinacea	<i>Andropogon gerardii / glomeratus / virginicus</i> (big bluestem / bushy bluestem / broom sedge), <i>Elymus virginicus</i> (Virginia wild-rye), <i>Leersia oryzoides / virginica</i> (rice / virginia cutgrass), <i>Panicum virgatum</i> (switch panic grass), <i>Schizachyrium scoparium</i> (little bluestem), <i>Sorghastrum nutans</i> (yellow Indiangrass), <i>Tripsacum dactyloides</i> (Northern gamagrass)
Phragmites australis	<i>Spartina spp.</i>
Pseudosasa japonica	same as <i>P. arundinacea</i>

Species highlighted are not listed in *Delaware Native Plants for Landscaping and Restoration* and therefore may be difficult to obtain.