

CURATORSHIP DONATION OF RESTORATION AGREEMENT

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

STATE OF MARYLAND

DEPARTMENT OF NATURAL RESOURCES

hereinafter referred to as "DNR"

and

John Q. Public

hereinafter referred to as the "Curator"

WHEREAS, DNR owns the historic structure(s) and other structures, if any, known as Historic Old House described fully in Exhibit A, attached and incorporated herein (hereinafter the "Curatorship Structures"), and deems the preservation of the curatorship structures to be of benefit to the citizens of the State of Maryland (hereinafter "the State");

WHEREAS, the curatorship structures are presently in need of significant restoration and the Curator wishes to donate to the State for the use of DNR an irrevocable gift in an amount sufficient to restore, rehabilitate and renovate the Curatorship Structures;

WHEREAS, the Curatorship Structures are located upon that certain real property consisting of approximately 0.45 acres +/-, as more particularly described in Exhibit A (hereinafter the "Curatorship Grounds") which are located within State Park (the "Park"), (the Curatorship Structures and the Curatorship Grounds are collectively referred to hereinafter as the "Premises");

WHEREAS, the Curatorship Structures are deemed to be important to the heritage of the State as stated in Exhibit 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 Curator is qualified to do the proposed restoration, rehabilitation, renovation and maintenance as shown by the resume(s), attached and incorporated herein as Exhibit D, and is financially able to undertake the proposed restoration, rehabilitation, renovation and maintenance as shown by the financial statement attached and incorporated herein as Exhibit E;

NOW THEREFORE, DNR and the Curator hereby agree that, the Curator will restore, rehabilitate, renovate and maintain the Curatorship Structure(s) and maintain the Curatorship Grounds as a gift to the State of Maryland, (i) following and in compliance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (as may be amended from time to time by the Secretary of the Interior)' and summarized in Exhibit F, attached and incorporated herein, and (ii) under the following terms and conditions:

A. Scope of Agreement

1. The Curator proposes and agrees to complete the restoration, rehabilitation and renovation work as set out in the Schedule of Restoration Work and Estimated Costs (the "Schedule"), attached and incorporated as Exhibit G, and to finish the project within five (5) years of the commencement of this Agreement.

2. Because final restoration, rehabilitation and renovation costs are subject to change, the Curator cannot state precisely the amount of her gift to the State, but agrees that in no event shall his contribution be less than \$175,000 or the amount which may have been expended in the restoration, rehabilitation and renovation at the time of his death. In calculating this amount the Curator has included estimates of his expenditures for goods, services and an estimate of the value of his labor, if any, on the project.

3. Upon completion of the work listed in Exhibit G, the Curator shall continue to restore, rehabilitate, repair, and maintain the Premises, including the Curatorship Structures and the Curatorship Grounds, as necessary on a continuous basis during the term of the Curatorship Agreement. These services will be provided without charge and will be performed continuously while the Curatorship is in effect.

4. Subject to DNR's rights to operate and control the Park and the Premises, the Curator shall open the Premises to the public three days each year, as arranged in cooperation with DNR once the restoration, rehabilitation and renovation have been completed.

5. The Curator may not commence any work unless said work is done in compliance with the terms of a lease, license, or other document executed by all required representatives of the State of Maryland and DNR.

B. Tax Treatment and Recording Requirements

1. The Curator understands that the State has not made any assertions or representations as to the tax treatment which his gift to the State will receive from the federal, state or local authorities. It is the Curator's 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 Curator's responsibility.

2. The Curator's contribution to the State will be in the form of both payment for materials and services purchased by him and his 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 Curator and forwarded to the DNR Manager of Curatorships (the "Manager") annually on or before March 15 of each year. Manager shall forward Curator written confirmation of the receipt of Curator's annual report.

C. Termination and Transferability

1. Except as otherwise provided in this Agreement, this Curatorship Agreement shall continue in effect throughout the life of the Curator. In no event shall this Curatorship Agreement continue beyond the date of the death of the Curator. If a license, lease, or other document is in effect with regard to the Curator's use and occupancy of the Premises (the "Occupancy Agreement") during the term of this Curatorship Agreement, this Curatorship Agreement and the respective rights of the parties hereto regarding default and termination of this Curatorship Agreement shall be governed by and subject to the same provisions contained in the Occupancy Agreement. It is the intention and agreement of the parties hereto that any default or termination of such Occupancy Agreement shall also result in a default and termination of this Curatorship Agreement.

2. All permanent improvements, alterations, and appliances shall remain the property of the State of Maryland, Department of Natural Resources, upon termination of the Curatorship Agreement. The Curator 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.

D. 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 Agreements.

2. In the event of a conflict between the terms of this Curatorship Agreement and the terms of the Occupancy Agreement, the terms of the Occupancy Agreement shall prevail.

3. This Curatorship Agreement may be amended, but only in a writing signed by both the Curator and DNR.

4. 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 if given by telecopy, when the telecopy is transmitted to compatible equipment in the possession of the recipient and confirmation proof of complete receipt is received by the sending party during normal business hours, or 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:
Department of Natural Resources
Attention: Manager of Curatorships
Tawes State Office Building, E-4
580 Taylor Avenue
Annapolis, MD 21401

With a copy to the Area Manager at:
Patapsco Valley State Park
8020 Baltimore National Pike
Ellicott City, MD 21043

If to the Curator:
100 Main Street
Anytown, MD

5. This Agreement shall become effective upon and only upon its execution and delivery by each party hereto.

6. This Curatorship Agreement shall be interpreted according to the laws of the State of Maryland.

7. All appendices, exhibits, plats, and maps referred to herein are hereby referred to herein are hereby incorporated by reference into this Agreement as if they were fully set forth herein. They are attached to the Agreement of Lease document, but are referenced in this Curatorship Donation of Restoration Agreement.

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

WITNESS:

DEPARTMENT OF NATURAL RESOURCES

_____ (SEAL)

By: _____

Kristin Saunders Evans
Assistant Secretary

WITNESS:

CURATOR:

_____ (SEAL)

John Q. Public