

Agreement to Permit Archaeological Fieldwork (Research)
and Execute Agreements with Individual Landowners

Between:

Indian Camp Ranch Homeowners Association (ICRHOA), PO Box 411, Cortez, CO 81321

and

Crow Canyon Archaeological Center (Crow Canyon), 23390 Road K, Cortez, CO 81321

WHEREAS, the Amended Declaration of Protective Restrictions #3 and Articles of Association of an Incorporated association referred to as the Indian Camp Ranch Homeowners Association creates an Archaeological Preserve dedicated to the protection of all sites known or unknown, and further provides for research and preservation of said sites; and

WHEREAS, the Indian Camp Ranch Homeowners Association Board of Directors has the authority under the “Procedures for the Adoption and Amendment of Policies, Procedures and Rules” to create, adopt, enforce, and amend policies, procedures, rules and regulations (the 'Rules and Regulations') that it deems appropriate for Indian Camp Ranch; and

WHEREAS, the Indian Camp Ranch Homeowners Association is committed to making the results of all research conducted on the ranch available to the public at local, national, and international levels; and

WHEREAS, The ICRHOA Board of Directors has adopted a resolution that gives Crow Canyon Archaeological Center permission to conduct archaeological field research on Basketmaker III sites within the ranch, and releases Crow Canyon and individual landowners upon whose property Crow Canyon will conduct research from the archaeological restrictions in Section 3 of the Amended Declaration of Protective Restrictions #3 and Articles of Association, with the full knowledge that such work will be subject only to restrictions imposed by the individual landowners, the Society for American Archaeology code of ethics, and the Register of Professional Archaeologists Code of Conduct and Standards of Research Performances; and

WHEREAS, the ICRHOA Board of Directors endorses the nomination of archaeological sites within the ranch as a National and/or State Registered Historical District; and

WHEREAS, this agreement will be of substantial benefit to Indian Camp Ranch because archaeological research conducted by Crow Canyon at Indian Camp Ranch, the publication and dissemination of that research, and the better understanding of and appreciation for cultural resources that results from this work can be expected to enhance the desirability of residence within Indian Camp Ranch; and,

WHEREAS, this agreement will be of substantial benefit to Crow Canyon Archaeological Center because conducting site-specific archaeological excavations with public involvement is central to its mission; because Crow Canyon’s public programs are essential for the continued operation and funding of the institution; and because Crow Canyon advertises its annual programs for months and years ahead of time; and,

WHEREAS, the Indian Camp Ranch Homeowners Association and the Crow Canyon Archaeological Center concur to the conditions and restrictions contained here within;

NOW, THEREFORE, the Indian Camp Ranch Homeowners Association and Crow Canyon Archaeological Center execute this agreement, which describes the terms under which archaeological fieldwork will be undertaken.

(1) CROW CANYON ARCHAEOLOGICAL CENTER agrees:

(a) To execute an agreement approved by the ICRHOA as well as Crow Canyon with each individual landowner(s) that describes the terms under which archaeological fieldwork will be undertaken within the boundaries of that landowner(s) physical property as well as conveying the ownership of recovered materials and data.

(b) That this agreement allows Crow Canyon to continue research on Basketmaker III sites on the ranch until completion with an understanding that such activity will not continue beyond December 31, 2014 without the written consent of the ICRHOA Board of Directors to extend this agreement to a later date.

(c) To carry a minimum of \$1,000,000 general liability insurance to cover Crow Canyon's activities on Indian Camp Ranch.

(d) To acknowledge Indian Camp Ranch in any and all media releases related to research conducted within the development, and to indicate that Indian Camp Ranch is a "private residential community" so as to respect the privacy of landowners.

(e) To respect the privacy of landowner(s) and make a good-faith effort to disturb the landowner(s) daily life as little as possible.

(f) That any tents, trailers, shelters, temporary toilets or any other temporary structures will be limited to properties covered by agreements with individual landowners.

(g) That all vehicles, equipment, staff and participants necessary for the conduct of the fieldwork will remain on the individual landowner(s) property at all times, other than for the purposes of ingress and egress to said property by use of Indian Camp Ranch roads.

(h) To confine their activities to the immediate area of the site(s).

(i) To work with individual landowner(s) to establish areas on their property for ingress and egress to the sites upon which fieldwork is being conducted, as well as the placement of any temporary structures necessary for the fieldwork.

(j) To have a Registered Professional Archaeologist supervise the fieldwork at all times

(k) That all visits to any site by staff, participants, and the public will include a Crow Canyon staff member who is aware of the terms under which the fieldwork is being undertaken.

(l) To make all annual, interim, and final reports resulting from work conducted on properties within Indian Camp Ranch available to the ICRHOA upon completion of said reports; to grant the ICRHOA the right to provide a link to said reports from the ICRHOA website to the CCAC website; and to include the words "Indian Camp Ranch" in the titles of said reports.

(m) To prepare a National and/or State Historic District Nomination incorporating archaeological sites within Indian Camp Ranch.

(n) To work in good faith with the ICRHOA to resolve any issues which may arise, whether or not they are specified by other terms in this agreement, to the satisfaction of both parties.

(o) To mediate and arbitrate any disputes which may arise between the two parties so that this agreement may be carried out as nearly as possible to the terms set forth.

(2) The INDIAN CAMP RANCH HOMEOWNERS ASSOCIATION agrees:

(a) To permit Crow Canyon Archaeological Center and its staff to conduct archaeological research on Indian Camp Ranch according to the terms outlined within this agreement.

(b) To allow Crow Canyon to execute agreements with individual landowner(s) that define the terms concerning fieldwork to be conducted on that property as approved by the ICRHOA Board of Directors.

(c) To allow the use of the Indian Camp Ranch roads for ingress and egress to individual landowner(s) property, however, it is the responsibility of the individual landowner(s) to provide ingress and egress, parking and the placement of any temporary structures that are necessary for the conduct of the fieldwork.

(d) To allow Crow Canyon to bring vehicles, equipment, staff and participants necessary for the conduct of the fieldwork onto Indian Camp Ranch under the terms previously stated within this agreement.

(e) That this agreement allows Crow Canyon to continue research on Basketmaker III sites on the ranch until completion with an understanding that such activity will not continue beyond December 31, 2014 without the written consent of the ICRHOA Board of Directors to extend this agreement to a later date.

(f) That Crow Canyon will take full possession and ownership of all artifacts and materials recovered through archaeological research governed by this agreement, and will have the full authority to make arrangements for the disposition, storage and curation of said materials in an appropriate facility.

(g) That it is expressly understood that the individual landowner(s) have the right to negotiate more restrictive rules at their discretion.

(h) That all annual, interim, and final reports following from work conducted on Indian Camp Ranch will be available to the ICRHOA upon completion of said reports, with the understanding that said reports are provided with the right to include the publication for public distribution in either print or electronic form.

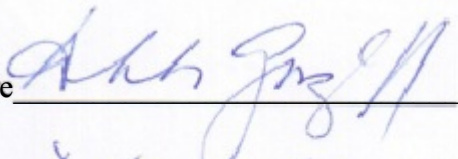
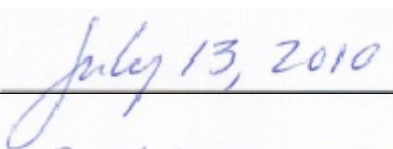
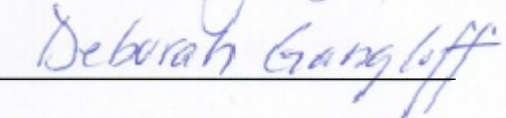
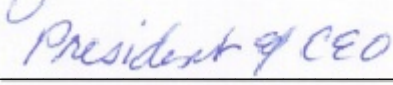
(i) That Crow Canyon may erect and maintain all necessary or convenient tents, trailers, shelters, temporary toilets or any other temporary structures which are commonly used in archaeological excavation at all times when an excavation is underway and at other times when reasonably necessary to conduct archaeological research and education, and subject only to restrictions imposed on said structures by individual landowner agreements.

(j) To work in good faith with Crow Canyon to resolve any issues which may arise, whether or not they are specified by other terms in this agreement, to the satisfaction of both parties.

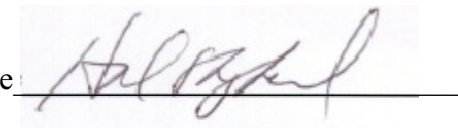
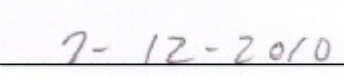
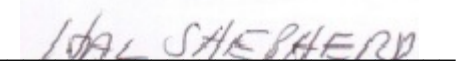
(k) To mediate and arbitrate any disputes which may arise between the two parties so that this agreement may be carried out as nearly as possible to the terms set forth.

The effective date of this agreement shall be the date it is fully executed. This agreement will be binding upon all heirs, assigns and successors to the undersigned.

CROW CANYON ARCHAEOLOGICAL CENTER agrees to the terms and conditions of this agreement:

Signature:  Date: 
Name:  Title: 

The INDIAN CAMP RANCH HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS agrees to the terms and conditions of this agreement:

Signature:  Date: 
Name:  Title: 