Agreement to Permit Archaeological Fieldwork (Research) and Conveyance of Archaeological Materials Recovered

Between:

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

and

Jane Dillard (the Landowner), 21720 Road K, Cortez, CO 81321

WHEREAS, Crow Canyon is a 501(c)(3) not-for-profit organization whose mission is to advance knowledge of the human experience through archaeological research, education programs, and collaboration with American Indians; and

WHEREAS, Crow Canyon is committed to making the results of its research available to the public at the local, national, and international levels; and

WHEREAS, Crow Canyon is committed to curating the materials collected through its research for public appreciation and future study by researchers; and

WHEREAS, archaeological research on private lands is essential to understanding the ancient peoples of the U.S. Southwest, and painstaking scientific study of the materials recovered from such sites will further our understanding of the deep history of this region and expand our knowledge of the human experience overall; and

WHEREAS, the willingness of private landowners to allow archaeological research at sites on their land and convey the recovered materials demonstrates their interest in the ancient peoples of the U.S. Southwest and their willingness to share new knowledge of these peoples with all Americans; and

WHEREAS, the Indian Camp Ranch Homeowners Association has given Crow Canyon permission to conduct archaeological field research on Basketmaker III (A.D. 600–920) sites (in the "Agreement to Permit Archaeological Fieldwork [Research] and Execute Agreements with Individual Landowners," fully executed July 13, 2010); and

AND WHEREAS, the Landowner owns the Dillard property on which the archaeological sites specified in this agreement occur;

NOW, THEREFORE, Crow Canyon and the landowner execute this agreement, which describes the terms under which archaeological fieldwork will be undertaken at specified sites, and permanently conveys the ownership of all recovered materials and data to Crow Canyon.

(1) The Landowner(s) agrees:

(a) To permit the Crow Canyon Archaeological Center and its staff to conduct archaeological research, including, but not limited to, remote sensing, surface collection, and excavation of all or portions of the following sites:

5MT10647, Basketmaker III habitation with public architecture
5MT2032, Basketmaker III habitation
5MT10643, Basketmaker III habitation
5MT10711, Basketmaker III habitation

(b) To allow the continuation of such research on the above described site(s) until completion with an understanding that such activity will not continue beyond December 31, 2014 without the Landowners' and the Board's written consent.

(c) To allow Crow Canyon to bring the vehicles, equipment, staff and participants necessary for the conduct of the fieldwork onto their property.

(d) To work with Crow Canyon staff to establish routes of ingress and egress to the sites, to define rest areas for staff and participants, and to establish areas where temporary structures for equipment storage, temporary shelters for staff and participants, and temporary toilet facilities and may be placed for the duration of the fieldwork.

(e) To work with Crow Canyon staff to protect fieldwork at sites on their land from damage or disruption due to trespass, vandalism, fire, and livestock grazing.

(f) To release Crow Canyon from all liability associated with unaccompanied visits by the landowner(s) and their friends and/or associates to the sites during the period of fieldwork.

(g) To unconditionally convey to Crow Canyon, for scientific and educational purposes and for permanent curation, all archaeological materials and data recovered during research at the above sites.

(h) To work in good faith with Crow Canyon staff to resolve any issues which may arise that are not specified by other items in this agreement to the satisfaction of both parties.

(2) CROW CANYON ARCHAEOLOGICAL CENTER agrees:

(a) To conduct all archaeological fieldwork at the sites specified above in accordance with current professional standards, as defined by the Society for American Archaeology Code of Ethics and the Register of Professional Archaeologists Code of Conduct and Standards of Research Performance.

(b) To have a Registered Professional Archaeologist (RPA) administer the fieldwork.

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

(d) To complete archaeological fieldwork in a timely manner and not later than December 31, 2014, without the written consent of the Landowner to extend the terms of this agreement to a later date. This document expires December 31, 2014.

(e) To carry a minimum of $1,000,000 general liability insurance to cover CROW CANYON'S activities at the sites(s).

(f) To confine our activities to the immediate area of the site(s).

(g) To keep the fieldwork area tidy and to keep the overall impact of our activities to a minimum.

(h) To remove all equipment from the site(s) prior to the completion of fieldwork.

(i) To backfill and recontour the site(s), with landscaping fabric placed at the base of the excavated units, to blend with surrounding terrain and facilitate re-exposure of the excavations if the landowner(s) or future researchers so desire.

(j) To reseed the site with native plants upon completion of the research.

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

(l) To welcome the landowner(s) to visit the sites while fieldwork is underway for an explanation of progress and research findings.

(m) To clean, sort, analyze, document, and package all conveyed materials according to current professional standards, as defined by the Standards of Research Performance established by the Register of Professional Archaeologists, and the Guidelines for Collection Organization, Packaging and Delivery established by the Anasazi Heritage

Center.

(n) To take full responsibility for permanent curation of the conveyed materials at an appropriate facility.

(o) To make all reports following from work conducted at the site(s) available to the landowner(s) and the Indian Camp Ranch HOA upon completion of said reports.

(p) To work in good faith with the Landowner(s) to resolve any issues which may arise that are not specified by other items in this agreement to the satisfaction of both parties.

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.

I the Landowner agree to the terms and conditions of this agreement:

Signature Jane H Dillard Date 11-18-2010

Name Jane W. Dillard

Signature _____ Date _____

Name _____

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

Signature Gayle L. Prior Date 11/18/10

Name Gayle L. Prior Title Vice President, Finance + Administration

OK
OK Sarah Hatch
OK
OK