

MINUTE ITEM

This Calendar Item No. C18  
was approved as Minute Item  
No. 18 by the State Lands  
Commission by a vote of 2  
to 0 at its 6/21/84  
meeting.

CALENDAR ITEM

A 75

S 40, 39

C18 4

06/21/84  
W 22935  
PRC 6145.9  
J. Ludlow  
J. Sekelsky

APPROVAL OF AGREEMENT BETWEEN THE  
STATE LANDS COMMISSION AND  
SAN DIEGO STATE UNIVERSITY HISTORY RESEARCH CENTER  
FOR CUSTODY OF HISTORICAL ARTIFACTS RECOVERED IN  
SAN DIEGO BAY, BALLAST POINT, SAN DIEGO COUNTY

BACKGROUND:

By Minute Item 1, approved by the State Lands Commission on August 26, 1982, the State issued to the Fort Guijarros Museum Foundation, Inc., a Salvage Permit, P.R.C. 6145.9, to conduct marine archaeological research and non-commercial recovery of historical artifacts over and upon tidelands and submerged lands adjacent to Ballast Point in San Diego County. Pursuant to the issuance of the salvage permit, the Foundation did, in fact, recover certain historical artifacts described and attached as Exhibit "A".

The artifacts remained on display at various public showrooms in the San Diego area together with other items recovered from adjacent public land which was determined to be the remains of an 18th Century Spanish fort called "Guijarros".

On January 12, 1983, the Foundation transferred a portion of the artifacts to San Diego State University History Research Center for custody and on February 14, 1984, transferred the remaining artifacts to the University.

CURRENT STATUS:

In order for the State of California to ensure proper control and protection of the artifacts, an "Agreement for Custody of Historical Artifacts" has been prepared which states the terms and conditions agreed upon between the State Lands Commission and San Diego State University History Research Center.

The Agreement provides for the Center to:

- 1) Maintain the artifacts for public display and use by qualified scholars and students;
- 2) Preserve and maintain all artifacts, using the latest technology and provide for adequate insurance as a self-insured entity.
- 3) Assume full responsibility for all expenses incurred in the restoration, preservation, maintenance and protection of the artifacts;
- 4) Return all artifacts to the possession of the State within sixty (60) days if the Center should cease its operation or existence for any reason;
- 5) Partially credit the State of California, State Lands Commission, in literature form, at all public displays involving any or all of the artifacts;
- 6) Allow recognized specialists in the fields of history, archaeology, etc., who meet the approval of the State Lands Commission, the right to examine any and all of the artifacts at reasonable times;
- 7) Keep books, documents and records of all operations relating to and transfers of, all or any of the artifacts. Records shall be open to inspection by the State's representatives;
- 8) Supply the State Lands Commission with an annual report of all operations related to the artifacts;

- 9) Recognize the State of California as being the legal owner of the artifacts and the return of the artifacts to the custody of the State, State Lands Commission upon sixty (60) days written notice by the State;
- 10) Return the artifacts to the custody of the State, State Lands Commission, upon sixty (60) days written notice by the Center.

The Agreement shall be effective beginning February 14, 1984, and shall remain in effect until terminated pursuant to its terms.

AB 884: N/A.

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA because the activity is not a "project" as defined by CEQA and the State CEQA Guidelines.

Authority: P.R.C. 21065 and 14 Cal. Adm. Code 15378.

EXHIBITS:

- A. Inventory of Historical Artifacts.
- B. Agreement for Custody of Historical Artifacts.
- C. Site Map.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. ADM. CODE 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY P.R.C. 21065 AND 14 CAL. ADM. CODE 15378.
2. APPROVE THE AGREEMENT FOR CUSTODY OF HISTORICAL ARTIFACTS BETWEEN THE STATE LANDS COMMISSION AND SAN DIEGO STATE UNIVERSITY HISTORY RESEARCH CENTER, HAVING AN EFFECTIVE DATE OF FEBRUARY 14, 1984, AND REMAINING IN EFFECT UNTIL TERMINATED PURSUANT TO ITS TERMS.

## EXHIBIT "A"

**SDSU**

W 22935

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SAN DIEGO HISTORY RESEARCH CENTER  
 UNIVERSITY LIBRARY  
 SAN DIEGO STATE UNIVERSITY  
 SAN DIEGO, CA 92182 -0400

(714) 265-5751

27 January 1983

Fort Guijarros Underwater Artifacts, Site SDi-8897, on Deposit in the San Diego History Research Center, San Diego State University

Metate	feldspathic quartzite	29.8 cm. long 26.2 cm. wide 15.6 cm. thick
Metate	sandstone	25.8 cm. long 20.4 cm. wide 7.6 cm. thick
Bone fragment	Domestic Cow distal end of right tibia	12.7 cm. long 9 cm. wide
Bone fragment	Domestic Cow distal end of left femur	12.5 cm. long 5 cm. wide
Bone fragment	California Gray Whale section of nasal plate	24.8 cm. long 6 cm. wide

14 February 1984

Fort Guijarros Underwater Artifacts, Site SDi-8897, second deposit in the Center for Regional History (formerly the San Diego History Research Center), San Diego State University

Rosarie (FG5527)	Camphor or olive wood beads (59) (small, 0.8 cm. diameter; large, 1.0 cm. diameter) on copper chain. Two medallions: secondary, medal, heart-shaped, copper, inscription reads "O Marie Concue Sins Peché P.P.N."; primary, medal, oval, brass, inscription reads "Maria Sin Pecado Concebida Rogad Por Nosotros 1830"	44 cm. overall length
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# EXHIBIT "A"

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Fort Guijarros Artifacts on deposit in the Center for Regional History

Ceramic sherd (FG5528)	Mission ware	3 cm. x 1.5 cm.
Ceramic sherd (FG5529)	Mexican unglazed redware	2.4 cm. x 1.5 cm.
Ceramic sherd (FG4430)	Mexican unglazed redware	2.5 cm. x 1.4 cm.
Ceramic sherd (FG5531)	Mexican unglazed redware	2.5 cm. x 1.5 cm.
Ceramic sherd (FG5532)	Adobe tile	4.4 cm. x 3.1 cm.
Ceramic sherd (FG5534)	Galera	1.9 cm. x 1.5 cm.
Ceramic sherd (FG5535)	Majolica	1.1 cm. x 0.7 cm.
Ceramic sherd (FG5536)	Majolica	1.6 cm. x 1.1 cm.

EXHIBIT "B"  
AGREEMENT FOR CUSTODY  
OF HISTORICAL ARTIFACTS

This Agreement is entered into by and between the State of California, acting through the State Lands Commission ("State"), pursuant to the authority delegated to it by Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, and the San Diego State University History Research Center ("Center").

W T NESSETH

WHEREAS, title to all abandoned property lying over and upon tidelands and submerged lands of the State, including but not limited to, potential archaeological finds and material of possible historical value, remains in the State, and exclusive jurisdiction relating to the disposition of salvaged items rests in the State Lands Commission under the provisions of the Public Resources Code and Article 2 of the California Administrative Code, Title 2, Division 3; and

WHEREAS, the State issued to the Fort Guijarros Museum Foundation ("Foundation") a salvage permit, Number PRC 6145.9, to conduct marine archeological research and non-commercial recovery of historical artifacts over and upon tidelands and submerged lands situate in San Diego County; and

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WHEREAS, pursuant to Salvage Permit PRC 6145.9, Foundation did recover certain historical artifacts (hereinafter "Subject Artifacts"); and

WHEREAS, on January 12, 1983, Foundation transferred to Center certain of the Subject Artifacts, hereinafter referred to as "Transferred Artifacts," an inventory of said Transferred Artifacts is attached hereto as Exhibit "A";

NOW THEREFORE, the Parties agree as follows:

1) Center will maintain the Transferred Artifacts for public display and use by qualified scholars, students, and facilities for research and study; provided, however, that if such research, study, or public display requires movement of any of the Transferred Artifacts outside to the Center, Center will notify State in writing thirty (30) days prior to any change of location of such Transferred Artifacts.

2) Center shall preserve and maintain all of the Transferred Artifacts using the latest technology and shall provide adequate insurance for the protection of said artifacts against vandalism, and all other acts of man or nature which may be detrimental to the

all other acts of man or nature which may be detrimental to the preservation and/or protection of the Subject Artifacts. It is agreed that Center may fulfill its insurance obligation by being self-insured.

3) Center agrees to assume full responsibility for any and all expenses incurred in the restoration, preservation maintenance and protection of the Subject Artifacts.

4) If Center should cease its operation or existence for any reason, on a temporary or permanent basis, this Agreement is automatically terminated and all of the Subject Artifacts shall be returned to the State's possession within sixty (60) days of such termination. Center shall notify the State at least thirty (30) days preceding any pending action which may result in the dissolution of its operation.

5) The State of California, State Lands Commission, shall be recognized and receive partial credit, displayed in literature form, at all public displays or gatherings involving any or all of the Subject Artifacts.

6) Employees of the State of California and recognized specialists in the fields of history,



archaeology, or similar professions who meet the approval of the State Lands Commission shall have, at all reasonable times, the right to examine any and all of the Transferred Artifacts within the custody of Center.

7) Center shall keep books, documents and records, satisfactory to the State, of all operations relating to, and transfers of, any of the Transferred Artifacts. Said records shall be open to inspection at any reasonable time by the State's representatives.

8) Center shall supply the State Lands Commission with an annual report which includes all operations relating to, and transfers of, the Transferred Artifacts, for the preceding year's activities. The first annual report shall be due June 1, 1984.

9. Upon sixty (60) days' written notice by State, the custody of portions, or the entirety, of the Transferred Artifacts shall be permanently or temporarily returned to State. Throughout the course of this Agreement, the State is the legal owner and continues to maintain legal ownership of the Transferred Artifacts.

10) This Agreement may be terminated by Center upon sixty (60) days' written notice to the State, whereupon all of the Transferred Artifacts shall be returned to the State.

11) This Agreement will be deemed to be effective January 12, 1983, and shall remain in effect until terminated pursuant to its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows.

Joseph Vasquez  
(Center)

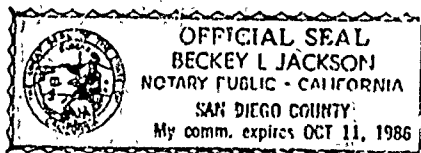
\_\_\_\_\_  
(State)

DIRECTOR, ADMINISTRATIVE AND BUSINESS SERVICES

State of California }  
County of San Diego } ss.

On this the 20th day of September 19 83, before me,  
Beckey L. Jackson,  
the undersigned Notary Public, personally appeared

Joseph Vasquez



known to me to be the person(s) whose name(s) is subscribed  
to the within instrument and acknowledged that he  
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beckey L. Jackson  
Notary Public

GENERAL ACKNOWLEDGEMENT FORM

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