

ORIGINAL

Decision No. 55109

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)	
SAN DIEGO GAS & ELECTRIC COMPANY)	
for an order of the Public Utilities)	
Commission of the State of California)	Application No. 38965
approving a lease agreement entered)	
into by the applicant for lands and)	
waters thereon, described in the agree-)	
ment and commonly known as the Upper)	
Agua Hedionda Lagoon.)	

OPINION AND ORDER

The San Diego Gas & Electric Company by its application filed on April 8, 1957, applied for authority to carry out the terms of an agreement dated March 4, 1957, with the City of Carlsbad. Under the terms of the agreement the applicant agrees to lease to the City of Carlsbad certain lands and water thereon, commonly known as the Upper Agua Hedionda Lagoon.

The application states that as an accommodation to the City of Carlsbad's desire to develop the area for recreational and other purposes, and in the interests of promoting good public relations with the citizens of the City of Carlsbad, and with the belief that it would in no way hinder the applicant's public utility operations, the applicant entered into the agreement dated March 4, 1957, a copy of which was attached to the application and marked Exhibit "B".

The agreement provides for the lease of the lagoon for the above-mentioned purposes for the period April 1, 1957 to March 31, 1962, continuing thereafter on a year-to-year basis unless terminated by either party at the beginning of any lease year commencing April 1, 1962.

The agreement provides that the entire area leased will be available for the unrestricted and unconditional use by applicant at any and all times for dredging, redredging, filling, refilling, deepening and/or other improving or maintenance work therein, thereon and thereabouts, as well as all other operations necessary in connection with its public utility operations.

No monetary payments of rental will be made and the City of Carlsbad agrees that during the term of the lease it shall assume and accept all liability from any and all causes to persons or parties, other than the Company, its representatives, agents or employees, engaged in its public utility operations, for events that occur upon the leased premises during the term of the lease and the City further covenants and agrees to protect, indemnify and save harmless the Company from any and all such liabilities.

The agreement contains a provision that the lease shall not become effective unless and until it shall have been authorized by the Public Utilities Commission of the State of California and shall be subject to such changes and modifications as said Commission may direct in the exercise of its jurisdiction.

The Commission having considered the above-entitled application and being of the opinion that the application should be granted and that a public hearing thereon is not necessary; therefore,

IT IS HEREBY ORDERED that San Diego Gas & Electric Company may, on or after the effective date hereof, lease to the City of Carlsbad, in accordance with the terms of an agreement dated March 4, 1957, a copy of which is attached to the application as Exhibit "B", those certain parcels of property described therein and as shown by the map attached to said agreement.

IT IS FURTHER ORDERED that San Diego Gas & Electric Company shall file a statement with this Commission promptly after termination of this agreement showing the date when said agreement was terminated.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 11th day of JUNE, 1957.

John C. Mitchell
President
Paul Winter
Wm. J. ...
R. ...
C. ...
Commissioners