

**STAFF REPORT  
01**

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03/21/19  
PRC 6785.1  
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**CONSIDER CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT;  
ADOPTION OF A MITIGATION MONITORING PROGRAM, STATEMENT OF  
FINDINGS, AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE SAN  
ONOFRE NUCLEAR GENERATING STATION (SONGS) UNITS 2 & 3  
DECOMMISSIONING PROJECT; AND TERMINATION AND ISSUANCE OF A  
GENERAL LEASE – INDUSTRIAL USE**

**APPLICANT/LESSEE:**

Southern California Edison Company; San Diego Gas and Electric Company;  
and City of Riverside

**PROPOSED LEASE:**

*AREA, LAND TYPE, AND LOCATION:*

21.2 acres, more or less, of sovereign land in the Pacific Ocean, at San  
Onofre, San Diego County

*AUTHORIZED USE:*

Use, maintenance, and decommissioning of existing offshore  
improvements associated with the San Onofre Nuclear Generating Station  
(SONGS) Units 2 and 3, consisting of two offshore intake conduits and  
two offshore discharge conduits and associated appurtenances, five  
navigational and environmental monitoring buoys, one fish return conduit,  
four large organism exclusion devices, and riprap.

*LEASE TERM:*

16 years, beginning March 21, 2019.

*CONSIDERATION:*

\$319,124 per year, with an annual Consumer Price Index adjustment.

*SPECIFIC LEASE PROVISIONS:*

1. Insurance: Liability insurance in an amount no less than  
\$10,000,000 per occurrence; or equivalent staff-approved self-  
insurance program.
2. Performance guaranty.

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3. Bond: \$75,000,000 to be reviewed every 5 years.
4. Lessor reserves the right to modify the base rent on ~~the first~~ each fifth anniversary of the lease based on an appraisal of the Lease Premises at Lessee's expense.
5. Lessee will provide mean high-tide line and topographic surveys in the first year of the lease, 5 years prior to lease expiration, and no later than 6 months prior to lease expiration; these surveys will allow the Commission to compare relative sea levels and shoreline changes between the first year of the lease and subsequent years.
6. Lessee agrees to comply with applicable sea-level rise provisions or standards of local, state, or federal agencies. Lessee shall provide Lessor with an annual summary of information related to sea-level rise vulnerability, structural integrity, and adaptation capacity of the Lease Premises and the facilities therein.
7. Under Lessee's Radiological Environmental Monitoring Program (REMP), laboratory analysis will evaluate radiation levels in monthly samples of ocean water, and semi-annual samples of shoreline sediment, ocean bottom sediments, kelp, and marine species. Lessee shall post a copy of the results on the <http://www.songscommunity.com> website within 30 days after receiving lab results.
8. No less than 48 hours prior to discharging any NRC-regulated batch releases of effluent into the Pacific Ocean via an offshore discharge conduit, Lessee shall publish information regarding the planned release on the <http://www.songscommunity.com> website, including the estimated volume and duration of the release.

**STAFF ANALYSIS AND RECOMMENDATION:**

**Authority:**

Public Resources Code sections 6005, 6216, 6301, 6501.1, and 6503; California Code of Regulations, title 2, sections 2000 and 2003.

**Background:**

SONGS is located approximately 50 miles northwest of the city of San Diego in San Diego County. The onshore component of SONGS lies landward of the ordinary high-water mark on two parcels entirely within the boundaries of the Marine Corps Base Camp Pendleton and is managed by the Applicant through a lease agreement with the U.S. Department of the Navy (Navy). The offshore component of SONGS (CSLC Lease Facilities) consists of two existing offshore intake conduits and two offshore discharge conduits and associated appurtenances, five

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navigational and environmental monitoring buoys, one fish return conduit, four Large Organism Exclusion Devices (LOEDs), and a portion of the riprap along the shoreline. SONGS Units 2 and 3 used seawater pumped through intake conduits and discharged through discharge conduits to remove waste heat generated by the thermal cycle during plant operations. This intake and discharge of seawater or “once-through cooling” ended when SONGS shut down in June 2013.

On January 31, 1985, the Commission authorized the termination of Lease Nos. PRC 4560.1, PRC 4648.1, and PRC 4862.1, acceptance of quitclaim deeds, and issuance of a General Lease – Industrial Use to Southern California Edison Company, San Diego Gas and Electric Company, City of Anaheim, and City of Riverside for the San Onofre Nuclear Generating Station Units 2 and 3 offshore intake and discharge conduits, navigational and environmental monitoring buoys, temporary construction area and sand disposal, walkway, and riprap ([Item 27, January 31, 1985](#)).

In 2006, the Commission authorized an assignment of the lease for a change in ownership to transfer the City of Anaheim’s undivided interest to Southern California Edison Company ([Item C38, November 21, 2006](#)).

On October 19, 2013, the Commission authorized a revision of rent and amendment of the lease to include the installation of two LOEDs on the primary offshore intake structures (POIS) in response to the State Water Resources Control Board’s Once Through Cooling Policy to prevent the entrapment of large marine organisms ([Item C78, October 19, 2012](#)). A revised application dated January 13, 2016, was received for the installation of two additional LOEDs on the auxiliary offshore intake structures (AOISs) for a total of four LOEDs. The LOEDs were also redesigned to eliminate the need for dredging and seafloor disturbance, further reducing impacts to marine habitat ([Item C77, June 28, 2016](#)). The existing lease expires in 2023.

In 2016, a survey was prepared by Towill Surveying, Mapping and GIS Services that determined the walkway and a portion of the riprap are located landward of the ordinary high water-mark surveyed in 1963 and 2016 and therefore are on Navy property, not subject to the Commission’s leasing jurisdiction based on a review of the information available to staff at this time. The proposed lease would include riprap waterward of the ordinary high-water mark, but not include the walkway or the upland portion of the riprap located on Navy property.

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In 2015, the Applicant applied to the Commission for authorization to decommission offshore components of SONGS Units 2 and 3. The Applicant requests that the Commission terminate the existing Lease No. PRC 6785.1 and authorize a 16-year General Lease – Industrial Use for the use, maintenance, and decommissioning of the offshore components of SONGS Units 2 and 3 (CSLC Lease Facilities). The overall SONGS Decommissioning Plan (of which the Proposed Project is a part) has three components:

- (1) **Approved Independent Spent Fuel Storage Installation (Approved ISFSI) Operation and Maintenance (2015 through 2035):** includes activities related to a separate, independent project already approved by the California Coastal Commission (CCC) in 2001 (CDP No. E-00-014) and in 2015 (CDP No. 9-15-0228) allowing for the installation, operation, and maintenance of the Approved ISFSI currently located on-site. This portion of the Plan is located onshore on federal property outside of the Commission's jurisdiction. The storage of spent nuclear fuel (SNF) and operational and radiological safety aspects of the ISFSI fall under the exclusive jurisdiction of the U.S. Nuclear Regulatory Commission (NRC).
- (2) **Proposed Project (2019 through 2028):** includes activities associated with the dismantling of above-grade structures, meeting NRC requirements for unrestricted use, and CSLC Lease Offshore Activities, from 2019 through 2028. This is the project analyzed in the Final Environmental Impact Report (FEIR) under consideration as part of this Staff Report. (See "Proposed Project Description" below for additional detail.)
- (3) **Future Activities (estimated to begin in 2035):** includes anticipated additional activities, including transfer of SNF to off-site storage, additional substructure removal, and final site restoration pursuant to federal landowner (Department of the Navy) requirements. Future Activities are anticipated to begin in 2035 and currently have a planned scheduled completion date of 2051. The full extent of the Future Activities is currently unknown and includes activities on lands subject to the Commission's jurisdiction. These activities would require additional environmental review consistent with CEQA and the National Environmental Policy Act (NEPA) when these activities are sufficiently known to be subject to review. Future Activities under the Commission's jurisdiction may include the removal of a portion of the remaining riprap along the shoreline, removal of the remaining 114 existing diffuser ports, or full or partial removal of the intake and discharge conduits.

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### **Proposed Project Description:**

Proposed Project activities would occur both onshore (outside Commission jurisdiction) and offshore. Onshore activities would involve the dismantling and removal of above-grade structures to meet NRC requirements for unrestricted use of the site. Offshore activities would occur within the CSLC Lease Facilities area located on sovereign land, waterward of the ordinary high-water mark, under the Commission's leasing jurisdiction.

These CSLC Lease Offshore Activities consist of the removal of:

- Two primary offshore intake structures (POIS) – one each for Units 2 and 3 intake conduits
- Two auxiliary offshore intake structures (AOIS) – one each for Units 2 and 3 intake conduits
- 12 diffuser structures – six each for Units 2 and 3 discharge conduits
- 23 manhole access port structures (MAPS) – 12 for Unit 2 and 11 for Unit 3 intake and discharge conduits
- One fish return conduit (terminal end rising above the seafloor)
- Three environmental monitoring buoys, which measure air and water temperature, and two navigational buoys, and their attached water quality instruments and anchors

CSLC Lease Offshore Activities would require dredging adjacent to each vertical conduit structure to remove the structures and install the mammal exclusion barriers.

Structure removal would consist of:

- Detaching the existing LOED and removing the risers to the bottom riser ring segment that corresponds to the top of the POIS
- Detaching the existing LOED and removing the risers to the connecting riser collar on the AOIS
- Removing the risers to the connecting riser collar on the MAPS with a stone blanket
- Removing the risers to the connecting riser collar on the MAPS with no stone blanket
- Removing six structures per discharge conduit (approximately every 500 feet) to the connecting riser collar on the diffuser port structures

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- Removing the end of the fish return conduit so that the mammal exclusion barrier is flush with the stone blanket
- Removing five environmental monitoring and navigational buoys, including anchors and nylon ropes

Prefabricated mammal exclusion barriers with openings to allow sand migration into the conduits would be installed at locations where the vertical structures were removed to block entry to those conduits by humans and large marine organisms. Temporary solid covers would also be placed on top of the mammal exclusion barriers on the Unit 2 discharge conduit to prevent sand or sediment intrusion because this conduit may be needed for decommissioning-related discharges during Future Activities. The covers would be removed once the conduit is no longer needed for discharges.

The offshore structures identified above would be removed using underwater divers, derrick and materials barges, and tug boats, and would require anchoring and a temporary seafloor laydown area for removed vertical structures during dispositioning. Construction equipment would vary depending on the specific activities being performed.

### **California Environmental Quality Act:**

#### Environmental Impact Report (EIR):

The Commission is the lead agency for the Proposed Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). The Commission issued a “Notice of Availability of a Draft Environmental Impact Report and Notice of Public Hearing” and released the Draft EIR for an approximately 60-day public review period to receive public comments (June 27 to August 30, 2018). Staff received a total of 5,502 comments, 5,400 of which were based on a form letter. The other 102 comments consisted of two from elected officials; 12 from state and federal agencies; two from tribes/tribal organizations; 12 from organizations; 71 from the public/individuals; and two from the Participants (or Applicant). In addition, 70 speakers provided oral comments at the two public meetings.

The majority of the comments pertained to 10 subject areas for which master responses (MRs) were prepared. The subject areas included: Proposed Project Definition; Transportation of SNF and Removal of Approved ISFSI Dry Cask Storage; Baseline Conditions; Radiation Monitoring; Earthquakes, Tsunamis, and Other Existing Potential Hazards; Retention of Spent Fuel Pools and Canister Incidents; Emergency

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Preparedness Plans; Federal Preemption; Commission Jurisdiction and Scope of Approval; and Compensation for Leaving the Conduits in Place. The detailed responses to these 10 subject area comments are found in Part II, Comments and Responses to Comments, of the FEIR.

The FEIR identifies potential significant impacts of the Proposed Project on the following environmental issue areas:

- Hazardous and Radiological Materials
- Aesthetics
- Air Quality
- Biological Resources
- Cultural and Paleontological Resources
- Cultural Resources – Tribal
- Geology, Soils, and Coastal Processes
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Recreation and Public Access
- Transportation and Traffic
- Utilities and Public Service Systems

With the implementation of mitigation measures and Applicant-proposed measures, most impacts would be reduced to a less than significant level. However, the FEIR conservatively concluded that some impacts related to Air Quality and Hazardous and Radiological Materials would remain significant and unavoidable, even after the application of all feasible mitigation measures. The Mitigation Monitoring Program is attached as Exhibit C.

Impacts related to Hazardous and Radiological Materials are of special concern. The Applicant-proposed measures and mitigation measures related to these impacts are summarized below.

Applicant-Proposed Measures Related to Hazardous Materials:

- **APM-1: Waste Management Program:** documents processes for radiological and non-radiological waste handling per applicable regulations, to be submitted to Commission 60 days prior to Proposed Project waste shipments.
- **APM-2: Hazardous Materials Business Plan (HMBP):** includes hazardous materials inventory, emergency contacts, a site plan, response strategies, and procedures for on-site refueling. To be uploaded to the California Environmental Reporting System per County Hazardous Materials Division requirements and submitted to the Commission at least 30 days prior to Proposed Project decontamination and dismantlement activities.
- **APM-12: Stormwater Pollution Prevention Plan (SWPPP):** control and monitor runoff per State Water Resources Control Board requirements.

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- **APM-14: Spill Contingency Plan:** describes arrangements with and notification procedures to local first responders and state Office of Emergency Services, lists emergency equipment at the facility; includes site evacuation plan, per U.S. EPA requirements.
- **APM-23: ISFSI Real Time Radiation Monitoring:** As soon as feasible but no later than commencement of the Proposed Project, the Applicant will install and maintain a gamma radiation monitoring system around the perimeter of the Approved ISFSI to stream real time radiation data to Orange County Emergency Management, San Diego County Office of Emergency Services, and the state Department of Public Health Radiologic Health Branch; the Applicant would provide funding for a designated agency to publish monthly reports for public review summarizing high, low, and average radiation levels for each day. Monitoring and reporting would continue until all SNF has been removed from the SONGS site.

APM-23 was not part of the FEIR. After the FEIR's release, it was proposed by the Applicant during lease negotiations as a public informational measure in response to public and staff requests for greater transparency. This measure is for public information purposes only and does not mitigate or otherwise affect the significance of impacts of the Proposed Project.

Mitigation Measures regarding communications with Camp Pendleton for residents within 5 miles of the Proposed Project:

- **MM LU-2a Deconstruction Liaison:** would provide toll-free number and contact liaison for Camp Pendleton and residents within 5 miles of the Proposed Project. The Liaison would be required to respond to Project-related questions within 72 hours and would be available both in person and by phone at least 1 month before and 6 months after decommissioning.
- **MM LU-2b: Advance Notification of Deconstruction:** at least 30 days advanced notice by U.S. mail of any deconstruction activities to Camp Pendleton and residents within 5 miles of the Proposed Project.
- **MM LU-2c: Quarterly Deconstruction Updates:** to Camp Pendleton and residents within 5 miles of the Proposed Project on all current and scheduled deconstruction activities on the Proposed Project's website and by U.S. mail.



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### **Tribal Cultural Resources:**

Assembly Bill (AB) 52 (Gatto; Stats. 2014, Ch. 532) added several requirements to CEQA for evaluating and avoiding impacts to Tribal Cultural Resources and set forth requirements for Tribal notification and government-to-government Consultation. In July 2016, Commission staff sent a notification of Consultation opportunity to two tribes who had previously requested notification of CEQA projects under AB 52:

- San Luis Rey Band of Luiseño Mission Indians
- Torres Martinez Desert Cahuilla Indians

Commission staff also sent outreach letters to the 24 tribes identified on the Native American Heritage Commission contact list, to ensure those Tribes would have an opportunity to provide meaningful input on the Proposed Project. While neither of the AB 52 Tribes requested Consultation in response to the notification, to date, Commission staff has coordinated, shared project design updates, and sent draft mitigation measures with several Tribes who responded to the outreach letters, including:

- The Pala Band of Mission Indians Tribal Historic Preservation Office
- The Rincon Band of Luiseño Indians
- The La Posta Band of Mission Indians
- The Juaneño Band of Mission Indians Acjachemen Nation

The Tribes generally indicated:

- There is at least one sensitive Tribal cultural resource existing outside the Proposed Project area.
- The presence of an ethno-historic village suggests the possibility of traditional cultural resources in the Proposed Project area.
- The area is situated within Holocene sediments, which represent a geological time that human occupation is known to have occurred.

Therefore, both Applicant-proposed measures and mitigation measures have been included to ensure that impacts to Tribal cultural resources would be minimized. These include measures requiring the Applicant to conduct all ground-disturbing activities within the historically excavated footprint of the SONGS site, conduct archaeological and tribal monitoring, and follow certain steps in the event of a discovery (APM-10, MM CR/TCR-2a, and MM CR/TCR-2b) and a measure requiring that a qualified maritime archaeologist participate in the development and implementation of the geophysical surveys conducted to develop the Anchoring and Dredging Plans (MM CR/TCR-2c).

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### **Environmental Justice:**

The Commission is committed to promoting equity and advancing environmental justice through inclusive decision-making that considers the disproportionate burdens on disadvantaged communities and Native Nations. To further this goal, the Commission adopted a comprehensive Environmental Justice Policy and Implementation Blueprint that establishes a framework for incorporating environmental justice considerations into the Commission's work.

Staff conducted outreach to environmental justice groups and advocates to identify environmental justice communities near the Proposed Project site. Staff contacted Azul, East Yard Communities for Environmental Justice, the Leadership Counsel for Justice and Accountability, and the Central Coast Alliance United for a Sustainable Economy (CAUSE), and several other environmental justice organizations. Staff notified these organizations that the Commission would be considering the Proposed Project in early 2019 and solicited their input and engagement. No responses were received.

Staff contacted various organizations and governmental entities to determine whether the Proposed Project could result in any adverse environmental impacts on environmental justice communities. Staff contacted the Environmental Center of San Diego, the California Public Utilities Commission Disadvantaged Advisory Community Group, the Department of Toxic Substances Control, and Southern California Edison's Community Engagement Panel. These organizations responded to staff's inquiry. While they did not identify any specific adverse impacts to environmental justice communities or specific environmental justice concerns, one group mentioned that the decommissioning process would lend itself to many dimensions of impacts that need to be monitored accordingly. It was also mentioned that the beach area at and around the Proposed Project site is among the most heavily used in California.

Finally, several environmental and coastal protection-focused groups in nearby communities, including the Surfrider Foundation and Sierra Club local chapters, have expressed safety concerns about the storage of SNF at the Proposed Project site in the Approved ISFSI. SNF storage in the Approved ISFSI is outside of the Proposed Project's scope and outside of the Commission's jurisdiction.

Staff also examined CalEnviroScreen 3.0 to better understand whether any disadvantaged or vulnerable communities reside near the Proposed Project site. CalEnviroScreen is a screening tool that evaluates the

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pollution burden from many sources while factoring in the community's potential vulnerability to that pollution. CalEnviroScreen ranks census tracts in California based on potential exposures to pollutants, adverse environmental conditions, and socioeconomic and public health factors. It provides a "pollution burden" score for each census tract based on 19 indicators, as well as a "population characteristics" score based on 7 indicators. Together the scores are multiplied to derive a final CalEnviroScreen score. However, the Office of Health Hazard Environmental Assessment clarifies that a score measures the relative pollution burdens and vulnerabilities in one census tract compared to others and is not a measure of health risk. The census tract that includes the Proposed Project site scored in the 50 to 55th percentile, with the adjacent census tracts ranging from the 5 to 10th percentile up to the 50th percentile. The Proposed Project site is located within a census tract that is identified with a high pollution burden score but lower population characteristic vulnerabilities. The census tract also has a low-income population of less than 10 percent and a minority population of approximately 40 percent, as stated in the FEIR. FEIR, Part III, Section 8.3, *Environmental Justice Considerations* includes further discussion about environmental justice and Proposed Project impacts.

### **Public Trust and State's Best Interests Analysis:**

As general background, the State of California acquired sovereign ownership of all tidelands and submerged lands and beds of navigable lakes and waterways upon its admission to the United States in 1850. Pursuant to the common law Public Trust Doctrine, the State holds these lands for the benefit of all people of the State for statewide Public Trust purposes and needs that include, but are not limited to, waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. Uses that do not fit squarely into the traditional, judicially recognized Public Trust purposes, but that do not substantially interfere with the trusts upon which such lands and resources are held, and otherwise are in the best interests of the State, may be deemed to not substantially interfere with the common law Public Trust Doctrine and the Commission's responsibilities, as trustee, under that doctrine.

The lease area consists of approximately 21 acres of sovereign land. The CSLC Lease Offshore Activities consist of removing navigational and environmental monitoring buoys, anchors, and components from Units 2 and 3 intake and discharge conduits; installing mammal exclusion barriers; and placing temporary solid covers on top of the mammal exclusion barriers on the Unit 2 discharge conduit to allow for future use, if needed.

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Staff believes that the proposed CSLC Lease Offshore Activities would not result in substantial interference with Public Trust uses and values because offshore construction activities would be temporary and would have a negligible impact on recreational uses.

The proposed lease would not alienate the State's fee simple interest or permanently impair public rights. The proposed lease requires the lessee to insure the lease premises and indemnify the State for any liability incurred as a result of the lessee's use and the CSLC Lease Offshore Activities. The proposed lease also requires the Applicant to provide a surety bond of \$75,000,000 to assure that funding would be available to ensure compliance with the lease provisions and appropriate disposition of the CSLC Lease Facilities, should the Applicant be unable to fulfill its responsibilities under the lease. The lease requires the payment of annual rent to compensate the people of the State for the occupation of public land with an annual Consumer Price Index adjustment as specified in the proposed lease. The proposed lease requires the Applicant to submit an application for a new lease, including a plan for restoration of the lease premises, not later than 5 years prior to the expiration of the lease to allow ample time for planning and environmental review connected with Future Activities.

As a land management agency and steward of offshore Public Trust lands and resources, the Commission does not have the regulatory authority or technical expertise to develop and effectively enforce conditions of approval related to certain Project decommissioning activities, such as the handling, storage, transport, and disposal of radioactive material or some hazardous materials associated with decommissioning and dismantling of SONGS Units 2 and 3. Thus, the Commission must rely on the regulatory authority and technical expertise of other agencies, such as the NRC, the California Department of Toxic Substances Control, and the California Department of Public Health, to oversee and enforce some subject-specific conditions of approval related to hazardous materials that would be incorporated into the lease through the Mitigation Monitoring Program.

At the same time, the Commission endeavors to maximize the information that can be made available to the public. Towards that end, the proposed lease includes provisions to increase public transparency of the Applicant's use of the site, including a provision to increase the frequency and public availability of the Radiological Environmental Monitoring Program that samples parameters, including ocean water, shoreline sediment, ocean bottom sediments, kelp, and marine species. Another lease condition requires advance notice to the public via the internet a

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minimum of 48 hours prior to batch releases of diluted effluent under SONGS's National Pollutant Discharge Elimination System permit. Under the proposed lease, the Applicant will also perform boundary surveys periodically along the shoreline on either side of the lease area to measure potential changes in the location of the mean high tide line that occur in the course of the CSLC Lease Offshore Activities.

The Proposed Project is narrowly tailored to limit environmental impacts both onshore and offshore, such as by limiting the amount of offsite disposal waste to the minimum needed to comply with NRC unrestricted use regulations, and by avoiding disturbance of the conduit trenches. The long-term impact of the Proposed Project (after all decontamination and dismantlement activities are completed) would be substantial and beneficial, and reduce residual radioactivity at the site to a level that would allow unrestricted use of the majority of the SONGS site, in compliance with NRC regulations. (For decommissioning purposes, "unrestricted use" means that any residual radiation would be below NRC's limits of 25 millirem annual exposure and there would be no further regulatory controls by the NRC.)

The Proposed Project would enhance Public Trust uses of the lease premises, including improving aesthetics and visual quality by removing most of this prominent coastal energy facility's above-ground upland infrastructure that blocks views of the Pacific Ocean. The Proposed Project would also improve navigation and safety by removing the largest components of the offshore conduits that extend above the seafloor and that could come into contact with vessels or people in the water (for example the POIS and AOIS components of the offshore conduits).

### **Climate Change:**

Climate change impacts, including sea-level rise, more frequent and intense storm events, increased flooding, and erosion affect both open coastal areas and inland waterways in California. The SONGS site is located on the northern San Diego coast primarily within Marine Corps Base Camp Pendleton, which spans more than 125,000 acres and is the U.S. Marine Corps' primary amphibious training base on the West Coast. The SONGS site is located adjacent to San Onofre State Beach in a tidally influenced area vulnerable to wave action at the current sea level of the Pacific Ocean. Section 8.1 of the FEIR provides an in-depth discussion of climate change and sea-level rise, including the consideration of the newly developed "extreme risk aversion" sea-level rise scenario, or "H++" scenario described in the Ocean Protection Council's State of California

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Sea-Level Rise Guidance: 2018 Update. Below is a summary of the environmental considerations for sea-level rise from the FEIR.

The overall SONGS shoreline site includes a seawall, a walkway that permits pedestrian transit between open beach areas up- and down-coast from SONGS, and riprap that armors the beach. The North Industrial Area where the Approved ISFSI and Associated Facilities are located sits on a pad at about 20 feet above mean lower low water. Based on the 2018 State of California Sea-Level Rise Guidance and using the La Jolla tide gauge “high emissions,” H++ scenario, projected sea-level rise is estimated to be 1.1 feet in 2030, 1.8 feet in 2040, 2.8 feet in 2050, and 10.2 feet in 2100. Therefore, sea-level rise would not encroach on the North Industrial Area. However, it is possible for this estimated sea-level rise to have impacts on the surrounding shoreline and the location’s coastal geological features and processes. Therefore, serious consideration of the guidance would be applied and factored into decision-making, particularly as more research is conducted and information and analysis are made available through periodic updates to the State’s sea-level rise guidance, and the Intergovernmental Panel on Climate Change reports.

It is not expected that sea-level rise would have any direct impacts on the conduit modifications or ending water discharges through the conduit. However, the existing seawall has the potential to increase the impacts of sea-level rise and greater storm and wave activity on State sovereign land adjacent to the SONGS site. The beach area seaward of the seawall is subject to width reduction and loss from erosion, scour, and coastal squeeze (i.e., the reduction of beach width due to the inability of the beach to naturally migrate landward as a result of hard armoring infrastructure). Beach loss is anticipated to increase over the term of the lease, because of the combined factors of climate change impacts, natural dynamic coastal processes, and the presence of the seawall. In regards to beach areas adjacent to the sea wall, the Coastal Sediment Management Workgroup (2010) did not list beaches at or near the Proposed Project area as Beach Erosion Concern Areas, indicating that area beaches are not of concern to state, federal, or local entities for having current or historical erosion; however, in general, beaches are expected to narrow as a result of sea-level rise.

Separately, loss of coastal sediment due to the infilling of the conduits as part of the Proposed Project could theoretically cause a loss of beach width, but in the case of the Proposed Project, the infilling would occur over a time period ranging from 1 month to 100 years after installation of

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the mammal exclusion barriers; therefore, no measurable changes to beach widths are expected. While these two forces mostly influence beach widths independently, there may be some minor interaction. However, any changes to coastal sediment properties resulting from sea-level rise are not connected to the negligible changes resulting from the Proposed Project.

In regard to hazards from natural phenomena, such as climate change, floods and hurricanes, the NRC's 2014 Generic Environmental Impact Statement for Continued Storage of Spent Nuclear Fuel states that (1) the environmental risk of postulated accidents involving continued storage of SNF in pools is "small"; (2) the structures, systems, and components involved with the fuel storage are designed to withstand design basis accidents without compromising safety functions; and (3) if climate change influences conditions that are adverse to safety, the NRC will have sufficient time to require corrective actions to ensure that SNF storage continues with minimal impacts.

Regular maintenance, as required by the terms of the lease, would reduce the likelihood of severe structural degradation or dislodgement. The proposed lease includes an acknowledgment that the lease premises may be subject to the effects of sea-level rise and may require additional maintenance or protection as a result, for which the lessee agrees to be solely responsible. In addition, the lessee is required to conduct a baseline mean high tide line and topographic survey, including spot elevations along the beach, during the first year of the lease, as well as conduct additional surveys 5 years prior to the expiration of the lease, and during the last year of the lease, in order to compare changes to the shoreline and sea level conditions. This information would be provided to the Commission ahead of the expiration of the proposed lease in order to contribute to the best available science and data used to inform future decisions about the lease area relative to sea-level rise vulnerabilities and strategies to ensure shoreline adaptation and resiliency.

### **Conclusion:**

For all the reasons above, staff believes the proposed lease authorizing the proposed Project's CSLC Lease Offshore Activities will not substantially interfere with Public Trust needs at this location, at this time, and for the foreseeable term of the proposed lease; and is in the best interests of the State.

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### **THE APPROVED ISFSI AND FUEL TRANSFER OPERATIONS**

The Approved ISFSI is an existing spent fuel storage facility that was constructed in two phases (AREVA and Holtec facility installations). The Approved ISFSI consists of: the 19 above grade fuel storage modules used to store spent nuclear fuel from Unit 1, approved by the CCC in 2000; the expansion to the original AREVA facility (additional 104 fuel storage modules) to store SONGS Units 2 and 3 spent nuclear fuel that was approved by the CCC in 2001; and the partially below-grade Holtec facility portion of the Approved ISFSI that was approved by the CCC in 2015 and completed in January 2018. The Approved ISFSI is located onshore outside of the Commission's jurisdiction.

The NRC's exclusive jurisdiction over the radiological aspects of decommissioning preempts states from imposing any regulatory requirements related to radiation hazards or nuclear safety. SCE is required by its NRC operating license to implement detailed plans and procedures to ensure that radiological releases are avoided. These plans and procedures are outside the Commission's jurisdiction and authority due to federal preemption. Issues concerning the handling, storage, transport, disposal, and monitoring of the spent nuclear fuel and high-level radioactive waste are also outside of the Commission's jurisdiction and authority due to federal preemption.

Pursuant to the Nuclear Waste Policy Act of 1982, as amended, the U.S. Department of Energy is responsible for identifying, characterizing, selecting and developing repositories suitable for interim storage or off-site permanent disposal of the spent nuclear fuel. This process has not been completed. In 1983, SCE acting on its own behalf and as an agent for the SONGS Participants, entered into an agreement with the Secretary of Energy covering the acceptance of title, transportation, and long-term storage and disposal of the spent nuclear fuel from the SONGS Units 1, 2, and 3. Until the federal government approves a repository, the spent nuclear fuel at SONGS will continue to be stored within the licensed area of the site.

The plan to store spent nuclear fuel at SONGS until 2035 and the lack of an off-site repository for long-term storage of the spent nuclear fuel are concerns for the Commission, the community, the Applicant, and for nuclear power facilities across the nation. As part of a lawsuit settlement (*Citizens Oversight, Inc., et al. v. the California Coastal Commission, Southern California Edison Company, et al.*), SCE entered into a Settlement Agreement that requires SCE to use "commercially reasonable efforts" to relocate the SONGS spent nuclear fuel to an offsite storage facility.

The plan and schedule for the off-site transfer of the spent nuclear fuel is currently controlled by two related constraints. The first is the availability of an



## STAFF REPORT NO. 01 (CONT'D)

off-site location for disposal. Current federal law requires that utilities store spent nuclear fuel on-site until it can be shipped to the Yucca Mountain Nuclear Waste Repository for disposal. The Yucca Mountain Nuclear Waste Repository project was approved in 2002 but federal funding was discontinued in 2011. The second schedule constraint is the agreement between the Department of Energy and SCE which defines the rate at which the Department of Energy can receive shipments from each of more than 100 operating and closed commercial nuclear power plants. Based on the assumption that the Department of Energy will be ready to begin accepting spent nuclear fuel in 2028 at Yucca Mountain, the Applicant could begin shipment of SONGS spent nuclear fuel from Unit 1 by 2028. Transportation of spent nuclear fuel from Units 2 and 3 could begin in 2031 and continue until 2049.

In 2012, a Blue Ribbon Commission on America's Nuclear Future released its report on future options for nuclear waste. The report included seven recommendations, including that "the United States should undertake an integrated nuclear waste management program that leads to the timely development of one or more permanent deep geological facilities for the safe disposal of spent fuel and high-level nuclear waste." There is no federally authorized permanent repository for the SONGS spent nuclear fuel or any other spent nuclear fuel nationwide at this time.

### **Storage Canister Design**

Storage canisters used in the newer Holtec portion of the Approved ISFSI are designed by Holtec International. In 2016, Holtec revised a storage canister internal component called the basket shim. The shims help center the basket, which houses used fuel and fosters the flow of helium to transfer heat from the fuel. As of January 2018, SCE had placed four loaded canisters with the newer basket shim in the concrete storage facility at SONGS. In March 2018, SCE discovered a loose piece of a shim (4 inches by ½ inch) while preparing to load a canister. SCE temporarily paused work, transferring the used fuel to the dry storage canisters to evaluate the vendor's fabrication modifications. SCE validated the canisters' integrity for on-site storage safety purposes. SCE asked Holtec and an independent engineering firm to review the original shim basket design to ensure it remains consistent with the NRC requirements, and it was determined that it does. SCE therefore resumed fuel transfer work, loading the 30 canisters with the original basket shim design. The remaining canisters with the new design are on hold pending completion of a NRC inspection. Holtec completed an internal root cause evaluation on the design issue. NRC issued an inspection report on November 29, 2018, and conducted a Predecisional Enforcement Conference on January 9, 2019; its enforcement determination is pending.

## STAFF REPORT NO. 01 (CONT'D)

### **Canister Loading Incidents**

On July 22, 2018, a canister being loaded into the ISFSI was misaligned and an extra 60-90 minutes was required to complete the process. During this event, the canister's weight was continuously supported by downloader slings, and the canister was therefore not vulnerable to a drop.<sup>1</sup> On August 3, 2018, a spent fuel canister was misaligned during ISFSI loading and was briefly vulnerable to an 18-foot unprotected fall. The event came to public attention when a public commenter familiar with the incident described it at an SCE Community Engagement Panel Meeting, although SCE had contacted NRC regarding the incident prior to the public meeting.<sup>2</sup> As the canister was being lowered into the Approved ISFSI suspended from a Holtec Vertical Cask Transporter (VCT), the canister encountered an interference with the Cavity Enclosure Container divider shell and became bound in place. As a result, the downloader slings of the VCT became slack while the canister was resting only partially inside the Cavity Enclosure Container. Once aware of the situation, personnel raised the VCT towers to restore tension in the rigging and to raise the canister. The VCT was then adjusted, and the canister was safely lowered into the Cavity Enclosure Container. While there was no effect on the integrity of the canister or release of radioactive materials, this event placed the VCT in a configuration which defeated its ability to perform its safety function, rendering it incapable of mitigating the consequences of an accident with no redundant equipment available and operable to perform the required safety function. The NRC is currently investigating this event. The NRC conducted a Predecisional Enforcement Conference on January 24, 2019, at which NRC staff stated that the agency anticipates making a determination within 45 days to be communicated to the public. Possible outcomes include taking no enforcement action, issuing a Notice of Violation, imposing a monetary civil penalty, or issuing an enforcement order.<sup>3</sup> The determination has not yet been announced. SCE is developing additional loading process and training protocols to prevent a recurrence. NRC's decision on whether to allow SCE to resume loading of SNF into the Approved ISFSI will be made after completion of the inspection process. The NRC posts information on this special inspection process at:

<https://www.nrc.gov/reactors/operating/ops-experience/songs-spec-insp-activities-cask-loading-misalignment.html>.

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<sup>1</sup> See NRC audio transcript of San Onofre Pre-decisional Enforcement Conference Webinar (January 24, 2019) pp. 104-105, at <https://www.nrc.gov/docs/ML1905/ML19057A256.pdf>.

<sup>2</sup> SCE contacted NRC via conference call on August 6; the Community Engagement Panel Meeting occurred on August 9. See SCE Presentation Slides, San Onofre Pre-decisional Enforcement Conference Webinar (January 24, 2019), slide 52, at <https://www.nrc.gov/docs/ML1902/ML19023A033.pdf>.

<sup>3</sup> See NRC Pre-decisional Enforcement Conference Webinar Presentation Slides (January 24, 2019) slide 7 at <https://www.nrc.gov/docs/ML1902/ML19023A249.pdf>.

## STAFF REPORT NO. 01 (CONT'D)

### **Current Progress of Fuel Transfer Operations**

To date, a total of 1,073 fuel assemblies contained in 29 canisters have been transferred from Units 2 and 3 into the Holtec portion of the Approved ISFSI. The canister involved in the August 3, 2019, loading misalignment has not yet been loaded into the ISFSI and contains 37 fuel assemblies. (This canister may have sustained minor scratches during contact with the shield ring when it was lowered on August 3; SCE evaluated these to be acceptable and will monitor the canister's external condition under SCE's Inspection and Maintenance Program which will be implemented in 2020.)<sup>4</sup> A total of 1,558 fuel assemblies remain in the Units 2 and 3 spent fuel pools.<sup>5</sup>

To summarize, the Commission shares the significant concerns relating to the on-site storage of the SONGS spent nuclear fuel and the inherent risks associated with the fuel transfer operations. Given the limitations on the Commission's jurisdiction and authority, staff recommends the Commission authorize staff to advocate for the acceleration of the nation's efforts to identify and develop a safe, secure long-term storage facility for the spent nuclear fuel currently stored at nuclear power plant sites around the country, including but not limited to sending a letter to the U.S. Nuclear Regulatory Commission, the U.S. Department of Energy and the U.S. Congress.

### **OTHER PERTINENT INFORMATION:**

1. This action is consistent with Strategy 1.1 of the Commission's Strategic plan to deliver the highest levels of public health and safety in the protection, preservation, and responsible economic use of the lands and resources under the Commission's jurisdiction.
2. The Commission's discretionary action associated with the Proposed Project extends only to the approval of the new lease for the CSLC Lease Facilities within the Commission's jurisdiction offshore. Because the onshore decommissioning activities that comprise the majority of the Proposed Project are located on federal land, are under federal jurisdiction, and are permitted under the NRC operating license for Units 2 and 3, these activities will likely occur irrespective of the Commission's approval or disapproval of the lease.
3. **Overlap between Fuel Transfer Operations and the Proposed Project:** Due to delays in Fuel Transfer Operations (FTO) into the Approved ISFSI,

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<sup>4</sup> See NRC audio transcript of San Onofre Pre-decisional Enforcement Conference Webinar (January 24, 2019) p, 49 at <https://www.nrc.gov/docs/ML1905/ML19057A256.pdf>.

<sup>5</sup> SONGS Monthly Spent Fuel Progress Report #15 (March 1, 2019), at [https://www.songscommunity.com/internal\\_redirect/cms.ipressroom.com.s3.amazonaws.com/339/files/20192/15.%20030119%20SCE%20Spent%20Fuel%20Report.pdf](https://www.songscommunity.com/internal_redirect/cms.ipressroom.com.s3.amazonaws.com/339/files/20192/15.%20030119%20SCE%20Spent%20Fuel%20Report.pdf).

STAFF REPORT NO. **01** (CONT'D)

FTO is likely to overlap Proposed Project activities. The Approved ISFSI was analyzed in the EIR as a cumulative project and so has been factored into the cumulative impacts analysis for the Proposed Project.

4. **Lease Termination:** Termination of the lease is not a project as defined by CEQA because it is an administrative action that will not result in direct or indirect physical changes in the environment.

Authority: Public Resources Code section 21065 and California Code of Regulations, title 14, section 15378, subdivision (b)(5)

5. **Issuance of the Lease:** Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15025), staff has prepared an EIR identified as CSLC EIR No. 784, State Clearinghouse No. 2016071025. This EIR was prepared and circulated for public review pursuant to the provisions of CEQA. A Mitigation Monitoring Program has been prepared in conformance with the provisions of CEQA (Pub. Resources Code, § 21081.6), and is contained in the attached Exhibit C.

Findings and a Statement of Overriding Considerations made in conformance with the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15091 and 15093) are contained in the attached Exhibit D.

6. The lease area involves lands identified as possessing significant environmental values in the Commission's Significant Lands Inventory, pursuant to Public Resources Code section 6370 et seq. The lease area is located in the Significant Lands Inventory as parcel number 37-062-100, which includes the tidelands of the Pacific Ocean lying below the ordinary high-water mark from the Orange County boundary line to the north extending south to the Santa Margarita River. The subject lands are classified in use category Class B, which authorizes limited use.

The parcel was identified as having significant environmental values regarding biological resources (benthic community, marine waters, and water-oriented bird species), and recreational activities (swimming, fishing, skin diving). Although the Proposed Project would result in temporary impacts to these values, the long-term improvements achieved by the decommissioning of the facility would be beneficial and consistent with the environmental values and use.

STAFF REPORT NO. 01 (CONT'D)

Based upon staff's review of the Significant Lands Inventory and through the CEQA analysis provided in the EIR, the lease activities will not significantly affect those lands and is consistent with the use classification.

**FURTHER APPROVALS REQUIRED:**

National Marine Fisheries Service  
U.S. Fish and Wildlife Service  
U.S. Army Corps of Engineers  
U.S. Coast Guard  
California Coastal Commission  
California Department of Fish and Wildlife  
California Department of Parks and Recreation  
San Diego Regional Water Quality Control Board

**EXHIBITS:**

- A. Land Description
- B. Site and Location Map
- C. Mitigation Monitoring Program
- D. Findings and Statement of Overriding Considerations
- E. Proposed Lease

**RECOMMENDED ACTION:**

It is recommended that the Commission:

**CEQA FINDING:**

Certify that the Final EIR, CSLC EIR No. 784, State Clearinghouse No. 2016071025, was prepared for this Project pursuant to the provisions of CEQA, that the Commission, has independently reviewed and considered the information contained therein and the comments received in response thereto, and that the Final EIR reflects the Commission's independent judgment and analysis and complies with CEQA.

Adopt the Mitigation Monitoring Program, as contained in the attached Exhibit C.

Adopt the Findings and the Statement of Overriding Considerations, made in conformance with California Code of Regulations, title 14, sections 15091 and 15093, as contained in the attached Exhibit D.

**PUBLIC TRUST AND STATE'S BEST INTERESTS:**

Find that the CSLC Lease Offshore Activities will not substantially interfere with Public Trust needs and values and is in the best interests of the State.

STAFF REPORT NO. 01 (CONT'D)

**SIGNIFICANT LANDS INVENTORY FINDING:**

Find that this activity is consistent with the use classification designated by the Commission for the land pursuant to Public Resources Code section 6370 et seq.

**AUTHORIZATION:**

1. Authorize termination, effective March 20, 2019, of Lease No. PRC 6785.1, a General Lease – Industrial Use, issued to Southern California Edison Company; San Diego Gas and Electric Company; and the City of Riverside.
2. Authorize issuance of a General Lease – Industrial Use to Southern California Edison Company; San Diego Gas and Electric Company; and the City of Riverside beginning March 21, 2019, for a term of 16 years, for the use, maintenance, and decommissioning of existing offshore improvements associated with the San Onofre Nuclear Generating Station (SONGS) Units 2 and 3, consisting of two offshore intake conduits and two offshore discharge conduits and associated appurtenances, five navigational and environmental monitoring buoys, one fish return conduit, four Large Organism Exclusion Devices, and riprap; as described in Exhibit A and shown on Exhibit B (for reference purposes only) attached and by this reference made a part hereof; annual rent in the amount of \$319,124, with an annual Consumer Price Index (CPI) adjustment; Performance guaranty; surety in the amount of \$75,000,000; and liability insurance in the amount of no less than \$10,000,000 per occurrence, or equivalent staff-approved self-insurance program.
3. Confirm that the ultimate disposition of the Units 2 and 3 conduits and any appurtenances remaining within Commission leasing jurisdiction after implementation of the Proposed Project will be considered at the time of lease expiration in 2035 or when Future Activities are proposed and have undergone environmental review.
4. Authorize the Commission and staff to advocate for the acceleration of the nation's efforts to identify and develop a safe, secure long-term storage facility for the spent nuclear fuel currently stored at nuclear power plant sites around the country, including but not limited to sending a letter to the U.S. Nuclear Regulatory Commission, the U.S. Department of Energy and the U.S. Congress.

**EXHIBIT A**

**PRC 6785.1**

**LAND DESCRIPTION**

Five parcels of tide and submerged land lying in the bed of the Pacific Ocean adjacent to San Onofre Nuclear Generating Station, San Diego County, State of California and more particularly described as follows:

**PARCEL 1**

COMMENCING at the easterly terminus of that certain course in the southwesterly boundary line of the 83.63 acre parcel of land shown on the Licensed Surveyor's Map filed on June 13, 1963, as Map No. 6242 of Record of Surveys in the Office of the County Recorder of said County, said certain course is shown on said map as having a bearing of S 49° 34' 15" E and a length of 300.24 feet; thence S 57° 24' 41" E, 8.64 feet to the POINT OF BEGINNING; thence the following forty five (45) courses:

1. S 33° 00' 00" W, 56.81 feet;
2. S 39° 44' 55" W, 2347.44 feet;
3. N 57° 00' 00" W, 58.14 feet;
4. S 33° 00' 00" W, 140.00 feet;
5. S 57° 00' 00" E, 50.00 feet;
6. S 33° 00' 00" W, 681.39 feet;
7. N 57° 00' 00" W, 20.00 feet;
8. S 33° 00' 00" W, 140.00 feet;
9. S 57° 00' 00" E, 20.00 feet;
10. S 33° 00' 00" W, 5029.50 feet;
11. S 57° 00' 00" E, 40.00 feet;
12. N 33° 00' 00" E, 5029.50 feet;
13. S 57° 00' 00" E, 80.00 feet;
14. N 33° 00' 00" E, 140.00 feet;
15. N 57° 00' 00" W, 50.00 feet;
16. N 33° 00' 00" E, 681.39 feet;
17. S 57° 00' 00" E, 20.00 feet;
18. N 33° 00' 00" E, 140.00 feet;
19. N 57° 00' 00" W, 11.37 feet;
20. N 39° 44' 55" E, 543.88 feet;
21. S 50° 15' 05" E, 70.00 feet;
22. N 39° 44' 55" E, 140.00 feet;
23. N 50° 15' 05" W, 45.00 feet;
24. N 39° 44' 53" E, 1660.88 feet;
25. S 61° 03' 16" E, 21.05 feet;
26. S 26° 17' 55" W, 2343.08 feet;
27. N 57° 00' 00" W, 11.43 feet;
28. S 33° 00' 00" W, 140.00 feet;
29. S 57° 00' 00" E, 20.00 feet;
30. S 33° 00' 00" W, 681.38 feet;

- 31. N 57° 00' 00" W, 50.00 feet;
- 32. S 33° 00' 00" W, 140.00 feet;
- 33. S 57° 00' 00" E, 80.00 feet;
- 34. S 33° 00' 00" W, 2699.50 feet;
- 35. S 57° 00' 00" E, 40.00 feet;
- 36. N 33° 00' 00" E, 2699.50 feet;
- 37. S 57° 00' 00" E, 20.00 feet;
- 38. N 33° 00' 00" E, 140.00 feet;
- 39. N 57° 00' 00" W, 20.00 feet;
- 40. N 33° 00' 00" E, 681.38 feet;
- 41. S 57° 00' 00" E, 50.00 feet;
- 42. N 33° 00' 00" E, 140.00 feet;
- 43. N 57° 00' 00" W, 58.09 feet;
- 44. N 26° 17' 55" E, 2347.21 feet;
- 45. N 33° 00' 00" E, 64.97 feet

to a point in the southwesterly boundary line of the 83.63 acre parcel of land shown on said Licensed Surveyor's Map No. 6242; thence along said southwesterly line, the following two courses:

- 46. N 65° 24' 53" W, 48.94 feet;
- 47. N 57° 24' 41" W, 137.60 feet

to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of the Pacific Ocean.

#### PARCEL 2

All those tide and submerged lands lying immediately beneath an existing rock riprap adjacent to that 83.63 acre parcel of land shown on said Licensed Surveyor's Map No. 6242.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of the Pacific Ocean.

#### PARCEL 3-5

Three circular parcels of submerged land offshore from the San Onofre Nuclear Generating Station, having a radius of 20 feet; the centers of said circles having the following North American Datum of 1927, California Coordinate System, Zone 6 (CCS27, Zone 6) coordinates:

- Parcel 3: NORTH: 422,721 feet EAST: 1,615,527 feet;
- Parcel 4: NORTH: 436,364 feet EAST: 1,600,818 feet;
- Parcel 5: NORTH: 432,101 feet EAST: 1,598,286 feet;



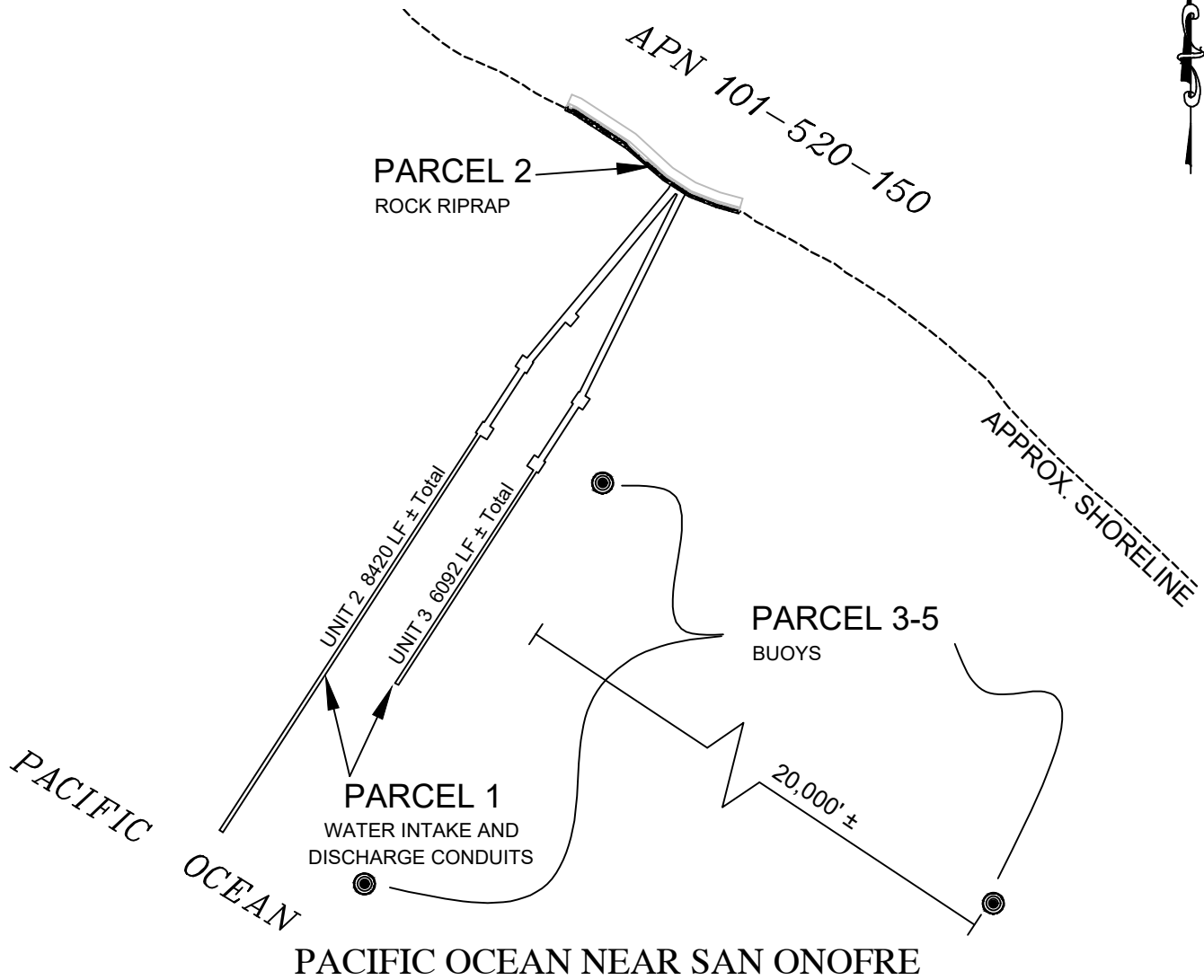
**END OF DESCRIPTION**

Revised 3/18/19 by the California State Lands Commission Boundary Unit.  
Based on that original description of Parcel 1 and Parcel 4 prepared by CSLC Boundary Unit on August 25, 1983 as found in PRC 6785 file, Calendar Item 27.



NO SCALE

### SITE



NO SCALE

### LOCATION



MAP SOURCE: USGS QUAD

### Exhibit B

PRC 6785.1  
SOUTHERN CALIFORNIA  
EDISON CO. ET AL  
APN 101-520-150  
GENERAL LEASE -  
INDUSTRIAL USE  
SAN DIEGO COUNTY



TS 03/18/19

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

**EXHIBIT C**  
**CALIFORNIA STATE LANDS COMMISSION**  
**MITIGATION MONITORING PROGRAM**  
**SAN ONOFRE NUCLEAR GENERATING STATION UNITS 2 & 3**  
**DECOMMISSIONING PROJECT**  
(State Clearinghouse No.2016071025)

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As the lead agency under the California Environmental Quality Act (CEQA), the California State Lands Commission (Commission or CSLC) is required to adopt a program for reporting or monitoring regarding the implementation of mitigation measures. As lead agency for the SONGS Units 2 & 3 Decommissioning Project (Proposed Project), the Commission will also ensure the implementation of the adopted mitigation measures defined in the Environmental Impact Report (EIR). This lead agency responsibility originates in Public Resources Code section 21081.6, subdivision (a) (Findings), and the State Guidelines for Implementing CEQA sections 15091, subdivision (d) (Findings), and 15097 (Mitigation Monitoring or Reporting).

**MONITORING AUTHORITY**

The purpose of a Mitigation Monitoring Program (MMP) is to ensure that measures adopted to mitigate or avoid significant impacts are implemented. A MMP can be a working guide to facilitate the implementation of the mitigation measures and associated monitoring, compliance and reporting activities. Commission staff may delegate duties and responsibilities for monitoring to environmental monitors or consultants as deemed necessary, and some monitoring responsibilities may be assumed by responsible agencies, such as affected jurisdictions and cities. The number of construction monitors assigned to the Project will depend on the number of concurrent construction activities and their locations. Commission staff will ensure that appropriate agency reviews and approvals are obtained, that each person delegated any duties or responsibilities is qualified to monitor compliance, and that it is aware of and has approved any deviation from the MMP.

**ENFORCEMENT RESPONSIBILITY**

The Commission, as lead agency, is responsible for enforcing the procedures adopted for monitoring through the environmental monitor. Any assigned environmental monitor shall note problems with monitoring, notify appropriate agencies or individuals about any problems, and report the problems to Commission staff or its designee.

**MITIGATION COMPLIANCE RESPONSIBILITY**

The Commission is responsible for successfully implementing all the mitigation measures in the MMP, and shall ensure that these requirements are met by all construction

contractors and field personnel. Standards for successful mitigation also are implicit in many mitigation measures that include such requirements as obtaining permits or avoiding a specific impact entirely. Other mitigation measures include detailed success criteria. Additional mitigation success thresholds may be established by applicable agencies with jurisdiction through the permit process and through the review and approval of specific plans for the implementation of mitigation measures.

## **GENERAL MONITORING PROCEDURES**

### **Environmental Monitors**

Many of the monitoring procedures will be conducted prior to or during the decommissioning part of the Project. Commission staff and its environmental monitor(s) are responsible for integrating the mitigation monitoring procedures into the decommissioning process in coordination with the contractor. To oversee the monitoring procedures and to ensure success, the environmental monitor must be on site during that portion of decommissioning that has the potential to create a significant environmental impact or other impact for which mitigation is required. The environmental monitor is responsible for ensuring that all procedures specified in the monitoring program are followed.

### **General Reporting Procedures**

Site visits and specified monitoring procedures performed by other individuals will be reported to the environmental monitor. A monitoring record form will be submitted to the environmental monitor by the individual conducting the visit or procedure so that details of the visit can be recorded and progress tracked by the environmental monitor. A checklist will be developed and maintained by the environmental monitor to track all procedures required for each mitigation measure and to ensure that the timing specified for the procedures is adhered to. The environmental monitor will note any problems that may occur and take appropriate action to rectify the problems.

### **Public Access to Records**

The public is allowed access to records and reports used to track the monitoring program. Monitoring records and reports will be made available for public inspection by the Commission or its designee on request.

## **MITIGATION MONITORING TABLE**

This mitigation monitoring table (Table C-1) is presented below for each environmental discipline that requires mitigation measures or includes Applicant-proposed measures [APMs]. Impacts that do not require mitigation are not included (see *Executive Summary* for summary description of all Project impacts).

Each table lists the following information, by column:

- Impact (impact number and title)
- Mitigation Measure (full text of the measure)
- Location (where the impact occurs and the mitigation measure should be applied)
- Monitoring/reporting action (the action to be taken by the monitor or lead agency)
- Effectiveness criteria (how the agency can know if the measure is effective)
- Responsible Party
- Timing (before, during, or after construction; during operation, etc.)

**Table C-1. Mitigation Monitoring Program**

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
<b><i>Hazardous and Radiological Materials</i></b>						
<b>HAZ-1: Release of Hazardous Radioactive Materials during Decommissioning and Disposal</b>	<p><b>APM-1: Waste Management Program.</b> The Applicant or its contractor shall prepare and implement a Waste Management Program. The Program shall be submitted to California State Lands Commission staff at least 60 days prior to the commencement of Proposed Project waste shipment activities. The Program shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Processes for identification, characterization, handling, transport, and disposal of the various radiological and non-radiological waste types</li> <li>• Training for waste management personnel</li> <li>• Procedures for documentation of all shipments in accordance with applicable regulations established by the appropriate governing agencies (e.g., Nuclear Regulatory Commission or California Department of Toxic Substances Control) for various radiological and non-radiological waste types</li> </ul> <p>Specifications that the Program shall only use qualified and permitted waste disposal carriers and disposal facilities licensed for the specific waste stream to be transported.</p>	Onshore/ Offshore	Compliance	Prior and during Proposed Project waste shipment activities	Applicant or contractor	Reduce impacts related to waste disposal
	<p><b>APM-4: Dust Suppression.</b> During Proposed Project activities, disturbed Project area surfaces, including unpaved access roads, shall be effectively stabilized of dust emissions (e.g., watered, covered, stabilized, or treated with a dust suppressant), consistent</p>	Onshore	Compliance with the SWPPP as determined by San Diego RWQCB	During Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	with the Storm Water Pollution and Prevention Plan.					
	<p><b>APM-12: Stormwater Pollution Prevention Plan (SWPPP).</b> The Applicant or its contractor shall obtain coverage for the Proposed Project under the Construction General Permit (Order No. 2009-009-DWQ, as amended by 2010-0014-DWQ and 2012-006-DWQ). Per the requirements of the California State Water Resources Control Board (SWRCB), the Applicant or its contractor shall prepare a SWPPP to reduce the potential for water pollution and sedimentation from Proposed Project activities. The SWPPP will be project specific and expressly address site runoff, assuring that project runoff would not affect or alter drainage patterns to sensitive habitat, including but not limited to vernal pool habitat.</p> <p>The SWPPP shall set forth a best management practices including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Silt fences, fiber rolls, and other measures shall be placed where they are determined to be appropriate for erosion and sediment control</li> <li>• A monitoring, maintenance, and reporting schedule shall be prepared and implemented and shall identify the responsible entities</li> </ul> <p>The Applicant or its contractor shall notify California State Lands Commission staff that the SWPPP has been certified and is available in the SWRCB's Stormwater Multiple Applications and Reports Tracking System not</p>	Onshore	Notification to CSLC staff that the SWPPP has been certified	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with water quality

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	less than 30 days prior to commencement of ground disturbing activities.					
	<p><b>APM-13: Spill Prevention Control and Countermeasure (SPCC) Plan.</b> The Applicant or its contractor shall continue compliance with the requirements of the U.S. Environmental Protection Agency (U.S. EPA; 40 CFR Part 112) through continued use of the existing SONGS SPCC Plan, including amendments as required. The SPCC is certified by a licensed professional engineer and then provided to the U.S. EPA's Regional Administrator (San Diego County Department of Environmental Health, Hazardous Materials Division). The SPCC Plan shall continue to include, but is not and shall not be limited to the following:</p> <ul style="list-style-type: none"> <li>• A facility description</li> <li>• A complete list of all oil storage containers (aboveground containers and completely buried tanks) with a capacity of 55 U.S. gallons or more.</li> <li>• A description of tanks and containers with the potential for an oil discharge; mode of failure, flow direction and potential quantity of the discharge; and the secondary containment method and containment capacity provided</li> <li>• A description of the inspection or testing program for all aboveground bulk storage containers including record-keeping of these inspections or tests</li> <li>• A requirement for training of oil-handling personnel in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable</li> </ul>	Onshore	Submittal of initial certified SPCC Plan for the Proposed Project to CSLC staff for review	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with water quality



Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>pollution control laws, rules and regulations; general facility operations; and the contents of the SPCC Plan</p> <ul style="list-style-type: none"> <li>• A requirement for annual discharge prevention briefings conducted for all oil-handling personnel. Briefings would highlight and describe past reportable discharges or failures, malfunctioning components, and any recently developed precautionary measures</li> <li>• Implementation of security measures to prevent unauthorized access to oil handling and/or storage area(s)</li> <li>• A description of immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines</li> </ul> <p>The Applicant or its contractor shall submit the initial certified Plan to California State Lands Commission (CSLC) staff for review in consultation with the U.S. EPA and California Coastal Commission staffs, not less than 30 days prior to commencement of Proposed Project activities. In accordance with regulatory requirements, the Spill Contingency Plan and any subsequent updates will be available for review onsite throughout the Proposed Project for review.</p>					
	<p><b>APM-14: Spill Contingency Plan.</b> The Applicant or its contractor shall maintain compliance with the requirements of the U.S. Environmental Protection Agency (40 CFR Part 112) through implementation of the existing Spill Prevention Control and Countermeasure Plan, including amendments if required, that describes the actions facility</p>	Onshore	Submittal of initial Spill Contingency Plan for the Proposed Project to CSLC staff for review	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with water quality

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>personnel shall take in response to hazards to human health or the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water during the Proposed Project. At a minimum, the Spill Contingency Plan shall include:</p> <ul style="list-style-type: none"> <li>• A description of all arrangements agreed to by local police departments, local and federal fire departments, hospitals, contractors, and state and local emergency response teams to coordinate emergency services</li> <li>• Names, addresses, and phone numbers (office and home) of all persons designated to act as primary and alternate emergency coordinators</li> <li>• A list of all emergency equipment at the facility (such as fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment), as required, as well as the location and a physical description of each item on the list, and a brief outline of its capabilities</li> <li>• An evacuation plan that includes evacuation procedures and instructions, as well as primary and alternate evacuation route</li> <li>• Procedures to be followed for notification and reporting of hazardous releases</li> <li>• The current telephone number of the State Office of Emergency Services</li> </ul> <p>The Applicant or its contractor shall submit the initial Plan to California State Lands Commission (CSLC) staff, for review in</p>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	consultation with the Regional Water Quality Control Board and California Coastal Commission staffs, not less than 30 days prior to commencement of Proposed Project activities. In accordance with regulatory requirements, the Spill Contingency Plan and any subsequent updates will be maintained onsite throughout the Proposed Project for review.					
	<p><b>APM-23: ISFSI Radiation Monitoring.</b> <u>As soon as possible but no later than commencement of the Proposed Project, the applicant or its contractor will install and maintain an ISFSI gamma radiation monitoring system (IRMS) to supply a real time radiation data stream to local and state agencies.</u></p> <p><u>The IRMS will be comprised of three gamma radiation detectors to monitor radiation levels at the ISFSI perimeter and one gamma radiation detector at a remote location to monitor background radiation levels</u></p> <p><u>The radiation detectors will be capable of measuring radiation levels from 1 micro-rem/hour to 10 rem/hour.</u></p> <p><u>Data from the IRMS will be streamed real time to three agencies:</u></p> <ul style="list-style-type: none"> <li><u>Orange County Emergency Management (OCEM)</u></li> <li><u>San Diego County Office of Emergency Services (SDOES)</u></li> <li><u>California Department of Public Health (CDPH) Radiologic Health Branch (RHB)</u></li> </ul>	Onshore	<u>Agreements with OCEM, SDOES and CDPH/RHB; Monthly Reports</u>	<u>As soon as feasible but no later than commencement of the Proposed Project</u>	<u>Primary Responsible Party: Applicant or Contractor</u>  <u>Secondary Responsible Party: designated monthly reporting agency</u>	<u>Provides information regarding existing radiological levels to the public</u>

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p><u>The Applicant will provide funding for a designated agency to publish monthly reports for public review summarizing high, low and average radiation levels for each day.</u></p> <p><u>Monitoring and reporting will continue until all Spent Nuclear Fuel has been removed from the SONGS site.</u></p>					
<b>HAZ-4: Handling of Non-Radiological Hazardous Wastes</b>	<p><b>MM HAZ-4: Facility Hazardous Waste Permit Extension.</b> The Applicant or its contractor shall coordinate with the California Department of Toxic Substances Control to obtain time extensions or amendments to the Hazardous Waste Facility Permit as necessary. A copy of the Hazardous Waste Permit Extension shall be provided to the California State Lands Commission 2 weeks prior to the expiration of the existing Hazardous Waste Facility Permit.</p>	Onshore and Offshore	Copy of permit extension to CSLC staff	Two weeks prior to the expiration of the existing Hazardous Waste Facility Permit	Applicant or contractor	Reduce impacts associated with hazardous wastes.
	<b>Implement APM-1 (provided above)</b>					
	<p><b>APM-2: Hazardous Materials Business Plan (HMBP).</b> The existing HMBP shall continue to be updated as required by law and as prescribed by the County of San Diego, Department of Environmental Health, Hazardous Materials Division (County HMD), but not less than annually. The Plan shall include:</p> <ul style="list-style-type: none"> <li>• A detailed hazardous materials inventory for the site</li> <li>• Emergency contacts, a site plan, and response strategies</li> </ul>	Onshore	Certified HMBP Plan to CSLC staff	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with water quality

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<ul style="list-style-type: none"> <li>Procedures for on-site refueling (refueling stations and fuel tanks locations, maintenance, and operation)</li> </ul> <p>The HMBP shall be uploaded to the California Environmental Reporting System per County HMD requirements, and the certified document submitted to California State Lands Commission staff at least 30 days prior to the commencement of Proposed Project decontamination and dismantlement activities and annually thereafter while Proposed Project activities are occurring.</p>					
<b>HAZ-5: Risk of Fire, Explosion, or Hazardous Material Release</b>	<p><b>MM HAZ-5: Worker Registration/Certification.</b> The Applicant or its contractor shall require workers removing asbestos, lead-based paint, and other hazardous materials to have the required registrations. The Applicant or its contractor shall submit a list of all workers with certification records to California State Lands Commission staff 60 days prior to the implementation of applicable activities, and a list every 60 days thereafter, as long as the work requiring such certifications is occurring.</p>	Onshore and Offshore	Worker certifications to CSLC staff	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with hazardous wastes
<b>Implement APM-1, APM-12, APM-13, and APM-14 (provided above)</b>						
<b>HAZ-6: Mobilization of Existing Contaminants</b>	<p><b>MM HAZ-6: Soil and Groundwater Site Characterization and Soil Management Plan.</b> The Applicant or its contractor shall prepare a comprehensive Site Characterization and Soil Management Plan for non-radiological contamination testing, which shall include:</p> <ul style="list-style-type: none"> <li>Subsurface soil and groundwater sampling, after site safety constraints have been</li> </ul>	Onshore	Plan to CSLC staff for review. Compliance with sampling reports to County of San Diego, Dept. of Environmental Health, Hazardous	Prior to and during Proposed Project activities	Applicant or contractor	Reduce mobilization of contaminants

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>addressed (i.e., underground utilities deactivated or removed)</p> <ul style="list-style-type: none"> <li>• An investigation work plan, including boring and sampling locations, to investigate where known and suspected soil and groundwater contamination may be present</li> <li>• Identification of the limits of contamination based on the results of the soil and groundwater testing, and procedures to protect workers during excavation, handling, and disposal of materials exceeding regulatory limits</li> <li>• A Soil Management Plan for the identification and disposal of potentially contaminated soil, which shall:</li> <li>• Consider that some contaminated soil may be present outside the limits identified in the soil characterization study</li> <li>• Include the required qualifications for professionals who shall monitor soil conditions, conduct soil sampling, coordinate laboratory testing, oversee soil excavation and disposal, determine the anticipated field screening methods, and appropriate regulatory limits</li> <li>• Contain requirements for documentation and reporting of incidents of encountered contaminants, such as documenting locations of occurrence, sampling results, and reporting actions taken to remediate non-radiological contaminated materials</li> </ul> <p>The Applicant or its contractor shall submit the Plan to California State Lands Commission staff a minimum of 60 days prior to the start of Proposed Project activities, for review. In addition, quarterly soil sampling reports shall</p>		Materials Division.			

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	be submitted to the County of San Diego, Department of Environmental Health, Hazardous Materials Division.					
<b>Implement APM-12 (provided above)</b>						
<b>Air Quality</b>						
<b>AQ-3: Result in a Cumulatively Considerable Net Increase of Any Criteria Air Pollutant for which the Project Region is in Nonattainment</b>	<b>MM AQ-3a. Off-Road Equipment Emissions Control.</b> Off-road diesel-fueled equipment, not including locomotive and marine vessel engines, with engines larger than 50 horsepower shall have engines that meet or exceed U.S. Environmental Protection Agency/California Air Resources Board full Tier 4 emissions standards. This includes Project-related off-road equipment operating at the SONGS site and the Project-related equipment operating at the Port of Long Beach/Los Angeles. Exceptions shall be allowed only on a case-by-case basis for three specific situations: (1) interim Tier 4 equipment shall be allowed in place of full Tier 4 equipment through the end of calendar year 2020; (2) off-road equipment items that are a specialty, or unique, piece of equipment that cannot be found with a Tier 4 or better engine after a due diligence search that includes contacting at least three relevant equipment rental firms; and (3) an off-road equipment item that shall be used for a total of no more than 10 days. Additionally, all engines shall be maintained in good operating condition and in tune per manufacturers' specification.	Onshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
	<b>MM AQ-3b. Marine Vessel Emissions Control.</b> The Applicant or its contractor shall ensure that diesel-fueled marine vessel engines (37 kilowatt or larger) meet or exceed	Offshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	U.S. Environmental Protection Agency Tier 2 emissions standards.					
	<p><b>APM-3: Vehicle Emission Reductions.</b>                      The Applicant or its contractor shall, employ vehicle emissions reduction measures which could include, but are not limited to: the use of newer model engines (model year 2010 and newer), low emissions diesel products, alternative fuels, engine retrofit technology, after-treatment products, or other similar available options. The following exceptions apply:</p> <ul style="list-style-type: none"> <li>• This measure does not apply to any gasoline-fueled or other alternatively fueled heavy-duty haul trucks, but does apply to trucks using other types of fuel such as diesel.</li> <li>• This measure does not apply to the trucks used to haul radioactive Class B or C decommissioning wastes.</li> </ul>	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
<b>AQ-4: Expose Sensitive Receptors to Substantial Pollutant Concentrations</b>	<b>Implement MM AQ-3a and MM AQ-3b and APM-3 (provided above)</b>					
	<p><b>APM-4: Dust Suppression.</b>                      During Proposed Project activities, disturbed Project area surfaces, including unpaved access roads, shall be effectively stabilized of dust emissions (e.g., watered, covered, stabilized, or treated with a dust suppressant), consistent with the Storm Water Pollution and Prevention Plan.</p>	Onshore	Compliance with SWPPP as determined by San Diego RWQCB	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
	<p><b>APM-5: Vehicle Speeds.</b> Decommissioning crew vehicle speeds on unpaved roadways shall be restricted to 15 miles per hour or less, in accordance with SONGS procedures.</p>	Onshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality



Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<b>APM-6: Track-Out to Public Streets.</b> Gravel or track-out control devices, such as shaker plates, shall be installed at the points of egress from the unpaved or disturbed surfaces, consistent with the Storm Water Pollution and Prevention Plan.	Onshore	Compliance with SWPPP as determined by San Diego RWQCB	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
	<b>APM-7: Tarping Trucks.</b> Consistent with the Storm Water Pollution and Prevention Plan, haul trucks transporting material with potential to generate fugitive dust emissions to and from the site shall be tarped from the point of origin until point of delivery. For trucks that cannot be tarped, the Applicant or its contractor shall stabilize material while loading to reduce fugitive dust emissions; maintain at least 6 inches of freeboard on haul vehicles; and, stabilize material while transporting.	Onshore	Compliance with SWPPP as determined by San Diego RWQCB	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
<b>Biological Resources</b>						
<b>BIO-1: Contribute to the Loss and Degradation of Sensitive Habitat</b>	<p><b>MM BIO-1a: Worker Environmental Awareness Program.</b> A Worker Environmental Awareness Program (WEAP) shall be developed and provided to California State Lands Commission (CSLC) staff for review and approval at least 60 days prior to Proposed Project implementation. The WEAP shall include:</p> <ul style="list-style-type: none"> <li>• A CSLC-approved biologist to conduct the training who is qualified to discuss both potential onshore and offshore species</li> <li>• A discussion of all sensitive species that may be encountered adjacent to and at the Proposed Project site, the laws and codes that regulate these species, and the protection measures that must be followed to avoid and minimize impacts</li> </ul>	Onshore	Provide WEAP to CSLC staff for review and approval and evidence of training attendance	Prior to Proposed Project ground-disturbing activities	Applicant or contractor	Reduce impacts to wildlife and special-status species

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<ul style="list-style-type: none"> <li>The process of reporting any dead or injured special-status wildlife species found at the Proposed Project site, including notification to the CSLC and applicable agencies</li> </ul> <p>The Applicant or its contractor shall provide to the CSLC evidence that all on-site personnel have completed the educational training prior to the start of work onsite. A weather-protected bulletin board or binder shall be centrally placed or kept on site in an easily accessible area for the Project duration.</p>					
	<p><b>MM BIO-1b: Weed Management.</b> To control the introduction and spread of invasive weed species in disturbed areas, measures shall be implemented following the completion of Proposed Project activities, where necessary. Control measures may include physical (hand-pulling, mechanical removal) and chemical (herbicide application) treatment methods. These control methods shall be dependent on the weed species, location of the weeds, and the time of year that weed control operations occur. Vehicles that will travel off-pavement and tools such as chainsaws, hand clippers, pruners, etc. shall be washed before and after entering all unpaved Project work areas. Logs of equipment and tools washed shall be available to the CSLC for inspection at any time.</p>	Onshore	Compliance	Post-Proposed Project activities	Applicant or contractor	Reduce impacts to wildlife and special-status species habitat
	<p><b>MM BIO-1c: Rare Plant Surveys.</b> The Applicant or its contractor shall implement the following tasks to mitigate the Project’s direct and indirect impacts to special-status plants.</p> <ul style="list-style-type: none"> <li><b>Surveys.</b> Prior to initial ground disturbance, a California State Lands Commission</li> </ul>	Onshore	Compliance and provide Salvage and Relocation Plan to CSLC staff for consultation,	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to rare plants

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>(CSLC)-approved, qualified plant ecologist or botanist shall conduct surveys for special-status plants (state- and federally-listed threatened and endangered, proposed, petitioned, and candidate plants and California Rare Plant Rank [CRPR] 1 and 2 plants) in all areas subject to ground-disturbing activity containing suitable habitat and the surrounding areas within 100 feet when access is feasible. The surveys shall be conducted during the appropriate blooming period(s) according to protocols established by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and California Native Plant Society (CNPS). Surveys shall be valid for a period of 3 years. If vegetation removal or initial site disturbance in a surveyed area does not occur within 3 years, surveys must be repeated. All listed plant species found shall be marked and avoided, if feasible.</p> <p>Any populations of special-status plants found during surveys shall be fully described, mapped, and a CNPS Field Survey Form or written equivalent shall be prepared. A report detailing the results of each rare plant survey shall be provided to the CSLC staff 30 days prior to ground disturbance.</p> <ul style="list-style-type: none"> <li>• <b>Avoidance.</b> Prior to any grading, vegetation clearing, or site disturbance, the Applicant or its contractor shall delineate the limits of disturbance with lathe, snow fencing, or other suitable markers. Prior to grading or vegetation removal, any populations of special-status plants (and areas of ESHA)</li> </ul>		<p>review, and approval, if needed</p>			

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>identified during the surveys within the Proposed Project footprint and surrounding 100-foot area shall be protected and construction fencing established around each population. The buffer for herbaceous and shrub species shall be, at a minimum, 50 feet from the perimeter of the population or the individual. A smaller buffer may be established, provided there are adequate measures in place to avoid the take of the species, in coordination with USFWS and CDFW staffs. If impacts to listed plants cannot be avoided, USFWS and CDFW staffs shall be consulted for authorization, with notification to the CSLC. If Project activities result in the loss of more than 10 percent of an onsite population of any CRPR 1 plant species, mitigation shall be required as described below.</p> <ul style="list-style-type: none"> <li>• <b>Salvage.</b> If Project activities result in the loss of more than 10 percent of an onsite population of any CRPR 1 plant species, the Applicant or its contractor shall develop a Salvage and Relocation Plan based on the life history of the species affected. The Plan shall include at minimum: (a) collection/salvage measures for plants or seed banks, to retain intact soil conditions and maximize success likelihood; (b) details regarding storage of plants or seed banks; (c) location of the proposed recipient site, and detailed site preparation and plant introduction techniques; (d) time of year that the salvage and replanting or seeding will occur and the methodology of the replanting; (e) a description of the irrigation, if used; (f) success criteria; and (g) a</li> </ul>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>detailed monitoring program, commensurate with the Plan's goals.</p> <p>The Salvage and Relocation Plan shall be submitted to CSLC staff for review and approval by CSLC staff in consultation with USFWS and CDFW staffs, a minimum of 30 days prior to start of salvage activities.</p>					
<b>Implementation of APM-4 and APM-12 (provided above)</b>						
<b>BIO-2: Adversely Affect Terrestrial Special-Status Species</b>	<p><b>MM BIO-2a: Special-Status Reptiles and Amphibians.</b> Prior to any ground disturbance to the coastal sage scrub in the Supplemental Support Areas (SSAs) and the ruderal habitat in the North Owner Controlled Area (NOCA), the Applicant or its contractor shall retain a qualified herpetologist(s) with demonstrated expertise and all required permits to handle special-status reptiles and amphibians that could occur onsite. The herpetologist(s) shall survey the SSA and NOCA habitat areas prior to ground-disturbing activities and monitor the areas daily when Proposed Project activities would occur. In addition:</p> <ul style="list-style-type: none"> <li>Any special-status reptiles or amphibians found within a Project impact area shall be relocated to suitable habitat outside the impact area by the biological monitor(s) in coordination with the U.S. Fish and Wildlife Service (USFWS) or the California Department of Fish and Wildlife (CDFW)</li> <li>The biological monitor(s) shall have the authority to temporarily halt work to avoid impacts to special-status species or other protected biological resources</li> <li>Survey results shall be provided to California State Lands Commission,</li> </ul>	Onshore	Compliance and provide survey results to CSLC staff for consultation and review	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to special-status reptiles and amphibians

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	Department of the Navy, USFWS, and CDFW staffs within 30 days of the survey.					
	<p><b>MM BIO-2b: Surveys and Monitoring for Nesting Birds.</b> A qualified biologist with demonstrable experience surveying for active bird nests and monitoring shall conduct surveys for breeding birds protected by the Migratory Bird Treaty Act and Fish and Game Code no more than 72 hours prior to construction and removal activities carried out during the breeding season (from February 1 to September 15). In addition:</p> <ul style="list-style-type: none"> <li>Nesting bird surveys shall be performed in all potential nesting habitat within 500 feet of construction activities, including stationary construction equipment and structures to be removed. The 500-foot survey area may be reduced if topography and/or buildings screen visual and noise impacts.</li> <li>If an active nest is detected, a no-disturbance buffer around the active nest site(s) (typically 300 feet for most species and up to 500 feet for raptors) shall be established around the nest. For a non-listed species, the prescribed buffer may be adjusted by the biologist in coordination with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW), and the Department of the Navy (DoN). The biologist shall conduct regular monitoring of the nest to determine success/failure and to ensure that Project activities are not conducted within the buffer(s) until the nesting cycle is complete.</li> </ul>	Onshore	Compliance and provide survey and monitoring results	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to special-status reptiles and amphibians

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<ul style="list-style-type: none"> <li>The biologist shall be responsible for documenting the results of the surveys and the ongoing monitoring and shall provide a copy of the survey and monitoring reports to the California State Lands Commission, DoN, USFWS, and CDFW staffs within 30 days of the survey.</li> </ul>					
	<p><b>MM BIO-2c: Burrowing Owl.</b> A qualified biologist with demonstrable experience surveying and monitoring active burrowing owl burrows shall conduct focused burrowing owl surveys no more than 72 hours prior to: (1) the disturbance of coastal sage scrub and ruderal habitat types regardless of time of year, with the survey area to include the Proposed Project area in addition to a 500-foot buffer around the Proposed Project area; and (2) demolition or ground disturbing activities occurring during the breeding season (between February 1 and August 31), with the survey area to include all potentially occupied habitat within 500 feet of demolition or ground disturbing activities.</p> <ul style="list-style-type: none"> <li>Focused surveys shall follow the protocols set forth in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012).</li> <li>Should an inhabited nest be identified, direct impacts to active nest burrows shall be prohibited until the young have fledged, and shall only proceed after replacement burrows have been provided outside of the disturbance and 500-foot buffer areas. Demolition and ground disturbance shall be prohibited within 500 feet of active nest burrows to allow adults to raise young until</li> </ul>	Onshore	Compliance and provide survey results CSLC, DoN, USFWS, and CDFW staffs	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to burrowing owl

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>fledglings can forage independently. The prescribed buffer may be adjusted by the biologist in coordination with the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the Department of the Navy (DoN).</p> <ul style="list-style-type: none"> <li>A copy of the survey reports shall be provided to California State Lands Commission, DoN, USFWS, and CDFW staffs within 30 days of the survey.</li> </ul>					
	<p><b>MM BIO-2d: Western Snowy Plover/California Least Tern.</b> A qualified biologist with demonstrable experience surveying and monitoring western snowy plovers, California least tern, and their nests shall conduct surveys of appropriate habitat for these species and their nests within 500 feet of the Project site no more than 72 hours prior to ground disturbing activities occurring during the breeding season (March 1 to August 31).</p> <ul style="list-style-type: none"> <li>If an active nesting site is observed during the surveys, a no-disturbance buffer shall be maintained 500 feet from the site and work in the area shall be postponed until the young have fledged. The prescribed buffer may be adjusted by the qualified biologist in coordination with U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the Department of the Navy (DoN).</li> <li>If individuals are observed outside of the breeding season within 500 feet of the work area, the qualified biologist shall establish a no-disturbance buffer until it can be verified that the individuals have left the area. If individuals are routinely observed in or</li> </ul>	Onshore	Compliance and provide survey results and species avoidance plan (if required) to CSLC, DoN, USFWS, and CDFW staffs	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to Western Snowy Plover/ California Least Tern



Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>within 500 feet of the work area, or do not leave the work area, a species avoidance plan shall be developed in coordination with USFWS and CDFW.</p> <ul style="list-style-type: none"> <li>If no individuals are observed in accordance with the survey protocols, no buffers shall be required.</li> <li>A copy of the survey reports shall be provided to California State Lands Commission (CSLC), DoN, USFWS, and CDFW staffs within 30 days of the survey, and (if required) the species avoidance plan shall be submitted to CSLC staff for review and approval in coordination with other agencies.</li> </ul>					
	<p><b>MM BIO-2e: Coastal California Gnatcatcher.</b> A qualified avian biologist with appropriate federal permits shall conduct protocol-level surveys for coastal California gnatcatchers in coastal sage scrub habitat within 500 feet of ground disturbing and construction activities. The surveys shall include at least one survey no more than 72 hours prior to construction activities during the nesting season (February 15 to August 31) until the completion of Proposed Project activities. The surveys shall include at least one survey no more than 72 hours prior to construction activities.</p> <ul style="list-style-type: none"> <li>If an active nest is detected, demolition activities shall be prohibited within a 500-foot buffer until the nestling(s) has fledged, as determined by the biologist. The prescribed buffer may be adjusted by the biologist in consultation with the U.S. Fish and Wildlife Service (USFWS) and</li> </ul>	Onshore	Compliance and provide survey and monitoring results to CSLC, DoN, USFWS, and CDFW staffs	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to Coastal California Gnatcatcher

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>California Department of Fish and Wildlife (CDFW).</p> <ul style="list-style-type: none"> <li>The surveys and monitoring reports shall be submitted to California State Lands Commission, Department of the Navy, USFWS, and CDFW staffs within 30 days of the survey or monitoring event.</li> </ul>					
	<p><b>MM BIO-2f: Noise Minimization Plan.</b> The Applicant or its contractor shall prepare a Noise Minimization Plan which shall identify expected noise levels at Environmentally Sensitive Habitat Areas (ESHAs) where sensitive bird species may breed/nest, and shall describe all measures that will be implemented to minimize Proposed Project-generated noise within those areas. The plan shall include:</p> <ul style="list-style-type: none"> <li>A description of the basis for the expected noise levels at ESHAs and identification of modeling methods used to determine those levels</li> <li>Identification of all measures to be implemented to reduce sound levels within those areas to no greater than 60 dBA or 5 dBA above ambient noise levels when active nests are present. Measures may include enclosing sound-generating sources within structures or temporary sound barriers, moving sound-generating sources to locations farther from these boundaries, reducing the number of concurrent sound generating activities, using sound baffles to redirect sound away from the ESHAs, timing restrictions, or other similarly effective measures needed to meet the 60 dBA limit or 5 dBA below ambient noise levels</li> </ul>	Onshore	Compliance and provide survey for review and approval, and monitoring results to CSLC, USFWS, and CDFW staffs	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to Coastal California Gnatcatcher

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<ul style="list-style-type: none"> <li>The location and a description of sound monitoring equipment that will allow continuous monitoring of sound levels during Proposed Project activities</li> <li>A description of how monitoring data will be compiled and reported to allow confirmation that sound levels do not exceed 60 dBA or 5 dBA above ambient levels within those areas when active nests are present</li> </ul> <p>The Noise Minimization Plan shall be submitted to CSLC staff for review and approval by CSLC staff, in consultation with USFWS and CDFW staffs, a minimum of 60 days prior to start of Proposed Project activities.</p>					
<b>Implement MM BIO-1a and MM BIO-1b, and APM-4, and APM-12 (provided above)</b>						
	<p><b>APM-8: Nesting Bird Deterrents.</b> The Applicant or its contractor shall implement nesting bird deterrents to deter nesting within and adjacent to active decommissioning areas could include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>Prior to the nesting season, remove vegetation from areas that would be directly disturbed by Proposed Project Decontamination and Dismantlement activities</li> <li>Create disturbance by removing or moving equipment, vehicles, and materials on a daily basis within active decommissioning areas and yards</li> <li>Use mooring balls placed in inactive nests, directly on structures, or in other potential nest locations</li> </ul>	Onshore	Compliance and consult with CSLC and CDFW staffs, as needed.	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts to nesting birds

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<ul style="list-style-type: none"> <li>• Install appropriate-sized mesh netting on decommissioning equipment and materials in staging areas, laydown yards, and other Proposed Project facilities and work areas</li> <li>• Place wires or wire spikes on towers, buildings, or other facilities to discourage birds from perching and nesting on these structures</li> <li>• Hire a U.S. Fish and Wildlife-permitted falconer to fly raptors in the area to deter birds from perching or nesting on structures</li> <li>• Install visual deterrents such as tangle guard bird repellent ribbon in active decommissioning areas, yards, and on materials and equipment</li> <li>• Cover straw wattle and other potential nesting materials in active decommissioning areas and yards</li> <li>• Wrap, stuff, or cover ends of pipes or other materials within which birds could nest</li> <li>• Use colored gravel, such as red or white, in active decommissioning areas and yards</li> <li>• Manage trash in a manner to reduce potential point food sources in active decommissioning areas and yards</li> </ul> <p>The Applicant or its contractor and the construction team shall consult with CSLC staff (or its contracted monitor) and California Department of Fish and Wildlife staffs (if requested) to determine specific locations for the use of exclusionary or deterrent devices.</p>					
<p><b>BIO-3: Disturb Non-Listed Roosting or Breeding Bats</b></p>	<p><b>MM BIO-3: Sensitive Bats Species.</b> Within 14 days prior to dismantling and external demolition activities of the Onshore Site facilities, a qualified biologist with demonstrated expertise with bats shall</p>	<p>Onshore</p>	<p>Compliance and provide survey results to CSLC,</p>	<p>Prior to Proposed Project activities</p>	<p>Applicant or contractor</p>	<p>Reduce impacts to bat species</p>

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>conduct a pre-activity survey for roosting bats within Proposed Project structures. All Proposed Project structures with exterior openings shall be surveyed by a qualified bat biologist using radio telemetry and visual inspection, or other methods approved by the California Department of Fish and Wildlife (CDFW). The resume of the biologist and survey methodology shall be provided to the CDFW for concurrence prior to any Proposed Project activities, with a copy to California State Lands Commission (CSLC) and Department of the Navy (DoN) staff.</p> <p>If active maternity roosts are found, impacts to the occupied structure shall be delayed until the end of the breeding period for the species identified. If delay is infeasible, the bat biologist shall survey the surrounding area using radio telemetry or other methods approved by CDFW to locate nearby alternative maternity colony sites. If the bat biologist determines that there are alternative roost sites used by the maternity colony, and young are not present, then no further action is required. However, if there are no alternative maternity roosts near the site, substitute roosting habitat for the maternity colony shall be provided on, or near, the terrestrial study area in consultation with CDFW and DoN staff prior to eviction of the colony. A copy of the survey, including how any impacts to the species were resolved, shall be submitted to CSLC, DoN, and CDFW staff within 30 days of completion.</p>		DoN, and CDFW staffs			
<b>BIO-4: Modify Potential Onshore</b>	<b>MM BIO-4: Potential Waters of the U.S./State.</b>	Onshore	Evidence of compliance with	Prior to Proposed Project activities	Applicant or contractor	Reduce impacts to

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
<b>U.S./ Waters of the State</b>	If the California Department of Fish and Wildlife (CDFW), California Coastal Commission, Regional Water Quality Control Board (RWQCB), or U.S. Army Corps of Engineers (USACE) determine that the concrete ditches onsite are waters of the state/U.S., the Applicant or its contractor shall obtain, and shall comply with all mitigation and conditions associated with, one or more of the following permits, as applicable: a CDFW Lake and Streambed Alteration Agreement; RWQCB Section 401 Water Quality Certification; or Section 404 USACE permit. Permit compliance shall be met through the purchase of in-lieu credits for non-vegetated streams at an approved mitigation bank, implementation of in-kind or out-of-kind restoration, or a combination of these actions. The mitigation replacement ratio shall be determined by the regulatory agencies during the permitting process. Evidence of compliance with agency requirements shall be provided to CSLC staff prior to Proposed Project activities.		regulatory agencies to CSLC staff			potential waters of the U.S./State
<b>BIO-6: Conflict with Adopted Conservation Plans</b>	<b>Implement MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM BIO-2c, MM BIO-2d, MM BIO-2e, MM BIO-2f, and MM BIO-4, and APM-4, APM-8, and APM-12 (provided above).</b>					
<b>BIO-7: Contribute to the Degradation of Marine Habitats</b>	<b>APM-17: Offshore Spill Response Plan.</b> As part of the Spill Prevention Control and Countermeasure Plan, the Applicant or its contractor shall prepare an Offshore Spill Response Plan that shall, at a minimum, include: <ul style="list-style-type: none"> <li>Procedures and protocols to be used in the event of an offshore oil spill</li> </ul>	Offshore	Offshore Spill Response Plan to CSLC staff in consultation with OSPR	Prior to commencement of offshore work activities	Applicant or contractor	Reduce impacts associated with marine degradation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<ul style="list-style-type: none"> <li>• Discussion of potential sources of hydrocarbons (limited to leakage or spillage of fuel or lubricants from onshore and from marine equipment used during dispositioning operations)</li> <li>• Description of marine spill scenarios and response procedures to be used in the event of an onshore or offshore oil or chemical spill</li> <li>• List of the spill response team members, including contact information and the notification process</li> <li>• Shipboard copies of the Plan and all necessary equipment to implement said Plan onboard</li> </ul> <p>The Applicant or its contractor shall submit the Plan to California State Lands Commission (CSLC) staff, for review and approval in consultation with the Office of Spill Prevention and Response, a minimum of 60 days prior to commencement of CSLC Lease Offshore Activities.</p>					
	<b>Implement APM-1 and APM-12 (provided above)</b>					
<b>BIO-8: Risk of Oil Spill Mortality to Protected Marine Species</b>	<b>Implement of APM-17 (provided above)</b>					
<b>BIO-9: Release of H<sub>2</sub>S Gas from Intake and Discharge Conduits</b>	<b>MM BIO-9: Hydrogen Sulfide (H<sub>2</sub>S) Gas Control Plan.</b> Prior to accessing any enclosed spaces within the conduits, a qualified H <sub>2</sub> S inspector, capable of assessing the level of risk from H <sub>2</sub> S build up, shall undertake an H <sub>2</sub> S Gas Risk Assessment, which may include an inspection to determine if H <sub>2</sub> S gas occurs at sufficient levels to pose a	Offshore	Hydrogen Sulfide Gas Control Plan for review, or evidence of absence	Prior to removal of conduit components	Applicant or contractor	Reduce potential impacts associated with hydrogen sulfide gas

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>danger of release and subsequent mortality of listed marine species.</p> <ul style="list-style-type: none"> <li>• If a desk-based Risk Assessment indicates a risk of H<sub>2</sub>S build-up, an inspection shall be conducted.</li> <li>• The Risk Assessment and any subsequent plan shall be provided for review to California State Lands Commission staff, California Coastal Commission staff, and other agencies as appropriate no less than 60 days prior to any conduit decommissioning work.</li> </ul>					
<b>BIO-10: Seabed Disturbance, Dredging, and Debris Accumulation</b>	<p><b>MM BIO-10: Anchoring Plan.</b> The Applicant or its contractor shall prepare an Anchoring Plan for the derrick barge and any other vessels requiring large or frequent anchoring. The Plan shall describe the offshore activities for which vessel anchoring is required, including anchoring arrangements, general procedures for deploying and recovering anchors, and identify the locations of any temporary laydown areas along with the process for avoiding hard substrate and sensitive marine areas (e.g., surfgrass). The Plan shall include:</p> <ul style="list-style-type: none"> <li>• The positioning of large anchors used to moor the derrick barge to locations that avoid damage to the seabed, surfgrass, and canopy kelp habitat from both the anchors and mooring chains. If alternative anchor sites with no habitat cannot be identified, consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) shall be required prior to finalization of the Plan</li> <li>• Anchor positions shown within a spatial accuracy sufficient to allow comprehensive</li> </ul>	Offshore	Provide Anchoring Plan for review and approval	Prior to removal of conduit components	Applicant_or contractor	Reduce potential impacts associated with marine degradation



Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>survey mapping of benthic habitats, particularly surfgrass and canopy kelp habitats by qualified SCUBA divers prior to anchoring. Mapping shall include stipe density counts, precise areal coverage, and associated flora and fauna. Surveys shall include special attention towards identifying the presence of abalone at the site. All abalone observed must be identified to species</p> <ul style="list-style-type: none"> <li>• Locations and size of temporary laydown areas that avoid damage to the seabed, surfgrass, and canopy kelp habitat, and measures to address the positioning of materials</li> <li>• Additional protective measures such as anchor deployment speeds (to avoid impacts to epifaunal fishes and invertebrates)</li> <li>• A statement that surveys shall be repeated within 1 month after anchors have been removed to demonstrate areas are not affected by anchor damage or to evaluate/quantify the area that was affected for purposes of determining mitigation</li> </ul> <p>The Anchoring Plan shall be completed and submitted to USFWS, NMFS, and California State Lands Commission staffs for review and approval 60 days prior to start of offshore activities.</p>					
	<p><b>APM-9: Conduit Work Plan.</b> The Applicant or its contractor shall prepare a Conduit Work Plan, which shall fully describe the nature, structure, and sequence of activities comprising the approach to offshore conduit decommissioning work, including anchor</p>	Offshore	Provide Conduit Work Plan for review and approval	Prior to removal of conduit components	Applicant or contractor	Reduce potential impacts associated with marine degradation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	positioning, dredge footprint, and side-casting footprints in relation to seabed habitat descriptions. Seabed habitat descriptions should include identification of biotic (vegetation type, species accounts, etc.) and abiotic (nature of the sediment/benthos, etc.) habitat character. The Plan shall include details regarding the vessels used to transport conduit components and debris, and the means and methods for the work activities related to the dispositioning of the offshore conduit components. The Plan shall be submitted to California State Lands Commission staff for review and approval at least 60 days prior to start of offshore activities.					
	<p><b>APM-15: Dredging Plan.</b> To protect marine water quality during dredging and related offshore activities, the Applicant or its contractor shall develop and implement a Dredging Plan prior to Proposed Project offshore activities. The Dredging Plan shall include protocols for dredging based on approved methods and standards set by the U.S. Army Corps of Engineers (USACE), California State Lands Commission (CSLC), California Coastal Commission (CCC), and the San Diego Regional Water Quality Control Board (RWQCB), including but not limited to:</p> <ul style="list-style-type: none"> <li>• Number and type of vessels required to conduct dredging</li> <li>• Information on the specific location of intended side-casting areas for each structure if using a long-reach excavator or similar method is intended. Including the predominant habitat type of the side-casting</li> </ul>	Offshore	Provide Dredging Plan for review and approval	Prior to removal of conduit components	Applicant or contractor	Reduce potential impacts associated with marine degradation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>area (hard or soft sediment, presence of aquatic vegetation or other seabed habitat likely to be impacted)</p> <ul style="list-style-type: none"> <li>• Requirements to avoid areas of sensitive habitat; particularly rocky reefs and seagrass beds. If no seabed areas with suitable soft sediment habitat for side-casting exists within the proximity of the structures intended for removal, the contractor must consider diver-guided suction dredging methods that remove sediment to either the discharge conduits, or relocation of sediments to an appropriate side-casting location</li> <li>• Deployment of a floating boom and skirt around offshore and shoreline Proposed Project activities to prevent or minimize impacts to marine water quality</li> <li>• Appropriate methods for dealing with dredged material based on sediment sampling, testing, and analysis results</li> </ul> <p>The Applicant or its contractor shall submit the Dredging Plan to CSLC staff, for review and approval by CSLC staff in consultation with the USACE, CCC, and RWQCB, not less than 30 days prior to commencement of Proposed Project offshore work.</p>					
	<p><b>APM-16: Turbidity Monitoring.</b> Turbidity monitoring shall be performed during Proposed Project offshore work to monitor any effects on water clarity in the immediate areas of the offshore work. Work shall be performed by a qualified water quality specialist who shall record turbidity from a suitable vantage point during each day of offshore dredging and decontamination and dismantlement. The</p>	Offshore	Provide monitoring reports for review	Prior to and during all offshore work	Applicant or contractor	Reduce potential impacts associated with marine degradation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	Applicant or its contractor shall send weekly electronic copies of the turbidity monitoring reports for review by California State Lands Commission and San Diego Regional Water Quality Control Board staffs.					
<b>BIO-11: Harassment of Marine Life</b>	<p><b>MM BIO-11: Marine Mammal and Sea Turtle Mitigation and Monitoring Plan.</b> The Applicant or its contractor shall prepare a Marine Mammal and Sea Turtle Mitigation and Monitoring Plan. The purpose of the Plan is to ensure that no harassment of marine mammals or other marine life occurs during Proposed Project activities. The Plan, which may be a part of a National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS) consultation under the Marine Mammal Protection Act, shall include:</p> <ul style="list-style-type: none"> <li>• A description of the work activities including vessel size, activity types and locations, and Proposed Project timeframes</li> <li>• A risk analysis (likelihood and consequence) of noise effects to marine mammals and sea turtles based on the most recent activity plans</li> <li>• The qualifications, number, location, and roles/authority of dedicated marine wildlife observers (MMOs). A minimum of two MMOs, approved by California State Lands Commission (CSLC) and NMFS staffs, shall be placed on major support vessels</li> <li>• The distance, speed, and direction transiting vessels shall maintain when in proximity to a marine mammal or turtle, as follows: <ul style="list-style-type: none"> <li>○ Vessel operators shall make every effort to maintain a distance of at least 300 feet from sighted whales, and 150 feet or</li> </ul> </li> </ul>	Offshore	Provide Marine Mammal and Sea Turtle Mitigation and Monitoring Plan	Prior to implementation of offshore work	Applicant_or contractor	Reduce potential impacts to marine mammals and sea turtles

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>greater from sea turtles or smaller cetaceans whenever possible</p> <ul style="list-style-type: none"> <li>○ When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), vessel operators shall attempt to remain parallel to the animal's course. When paralleling whales, vessels shall operate at a constant speed that is not faster than the whales' and shall avoid excessive speed or abrupt changes in direction until the cetacean has left the area</li> <li>○ Per NMFS recommendations, and when safety permits (i.e., excluding during poor sea and weather conditions, thereby ensuring safe vessel maneuverability under those special conditions), vessel speeds shall not exceed 11.5 miles per hour (10 knots) when mother/calf pairs, groups, or large assemblages of cetaceans (greater than five individuals) are observed near an underway vessel. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures, such as decreasing speed and avoiding sudden changes in direction, should always be exercised. The vessel shall route around the animals, maintaining a minimum distance of 300 feet. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, operators shall</li> </ul>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>reduce speed and shift the engine to neutral. Vessel operators shall not engage the engines until the animals are clear of the area.</p> <ul style="list-style-type: none"> <li>○ Support vessels (i.e., barge tows) shall not cross directly in front of migrating whales, other threatened or endangered marine mammals, or sea turtles</li> <li>○ Vessels shall not separate female whales from their calves or herd or drive whales. If a whale engages in evasive or defensive action, support vessels shall drop back until the animal moves out of the area.</li> </ul> <ul style="list-style-type: none"> <li>● Observation recording procedures and reporting requirements in the event of an observed impact to marine wildlife. Collisions with marine wildlife shall be reported promptly to the federal and state agencies listed below pursuant to each agency's reporting procedures.                     <p style="margin-left: 20px;">National Marine Fisheries Service Southwest Region Stranding Coordinator Long Beach, CA 90802 Phone: (562) 980-3230 or (562) 506-4315 (24-hour cell)</p> <p style="margin-left: 20px;">California State Lands Commission Mineral Resources Management Division Long Beach, CA 90802 Phone: (562) 590-5201</p> </li> <li>● An acoustic monitoring strategy. If underwater sound pressure levels are thought to exceed limits established by NMFS, a marine acoustics specialist shall install acoustic monitoring devices before saw cutting occurs to monitor and establish</li> </ul>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>Level B behavioral harassment zones, which shall be enforced by qualified marine wildlife observers. The strategy shall also include the pausing of activities that generate sufficient noise to exceed limits established by NMFS while vulnerable marine organisms are in the established harassment zones.</p> <p>This mitigation is subject to NMFS and USFWS consultation. The plan shall be submitted to CSLC staff a minimum of 30 days prior to the implementation of offshore work.</p>					
<b>BIO-12: Spread of Invasive and Non-Native Marine Species</b>	<p><b>MM BIO-12: Invasive Non-Native Aquatic Species (NAS).</b> To prevent the introduction of NAS, all Proposed Project vessels shall:</p> <ul style="list-style-type: none"> <li>• Originate from Oceanside Harbor, the Ports of Long Beach/Los Angeles, Dana Point Harbor, or San Diego Bay and be continuously based out of Oceanside Harbor, the Ports of Long Beach/Los Angeles, Dana Point Harbor, or San Diego Bay since last dry docking or have underwater surfaces cleaned before entering southern California at vessel origination point and immediately prior to transiting to the Project site</li> <li>• Be managed consistent with California State Lands Commission (CSLC) Ballast Management Regulations regardless of vessel size. Biofouling Removal and Hull Husbandry Reporting Forms shall be submitted to CSLC staff</li> <li>• Proposed Project vessels shall be available for inspection by CSLC staff for compliance.</li> </ul>	Offshore	Compliance	During offshore work	Applicant or contractor	Reduce potential impacts related to NAS

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	Further, as part of the Project kickoff meeting, a qualified marine biologist, approved by CSLC staff, shall provide information to all Project personnel about the spread of NAS in California waters and the programs that will be implemented to minimize this hazard (CSLC Ballast Water Management Program and Biofouling Removal and Hull Husbandry Reporting).					
<b>Cultural and Paleontological Resources</b>						
<b>CR-2: Change Significance of Previously Unidentified Historical or Unique Archaeological Resources</b>	<b>MM CR/TCR-2a: Archaeological and Tribal Monitoring.</b> A California State Lands Commission (CSLC) staff-approved archaeological monitor that meets the Secretary of the Interior’s Professional Qualifications Standards (as defined in 36 Code of Federal Regulations Part 61), and is certified in hazardous materials response, shall be present for all ground-disturbing activities that may exceed 3 feet in depth in onshore areas. A Tribal monitor that is culturally affiliated with the area may also be present during these activities. The Tribal monitor shall also have certification in hazardous materials response, to be provided by the Applicant or its contractor, if working in or near radiologically contaminated structures, remains of structures, or soils. The archaeological monitor shall complete daily monitoring forms and prepare a summary monitoring report to be submitted weekly to CSLC staff. The archaeological and Tribal monitors have the authority to increase or decrease the monitoring effort should the	Onshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources



Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	monitoring results indicate that a change is warranted.					
	<p><b>MM CR/TCR-2b: Unanticipated Cultural/Tribal Resources.</b> If potentially significant archaeological or Tribal cultural resources are discovered during demolition activities, work within 100 feet of the find shall be temporarily suspended or redirected away from the discovery. The Applicant or its contractor shall notify California State Land Commission (CSLC) staff and any local, state, or federal agency with approval or permitting authority over the Project that has requested/required notification within 48 hours of discovery, consistent with guidelines for Tribal involvement stated in the CSLC Tribal Policy (<a href="http://www.slc.ca.gov/About/Tribal.html">www.slc.ca.gov/About/Tribal.html</a>). The Applicant or its contractor shall retain a CSLC-approved archaeologist and request a culturally affiliated Tribal representative to evaluate the nature and significance of the discovery. In addition, the following shall apply:</p> <ul style="list-style-type: none"> <li>• Impacts to previously unknown significant archaeological or Tribal cultural resources shall be avoided through preservation in place if feasible</li> <li>• If the lead archaeologist and culturally affiliated Tribal representative believe that damaging effects to archaeological or Tribal cultural resources will be avoided or minimized, then work in the area may resume. Damaging effects shall be avoided or minimized following the measures in Public Resources Code section 21084.3, subdivision (b), unless other measures that</li> </ul>	Onshore	Compliance and provide Treatment Plan, if needed	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>would be as or more effective are mutually agreed to by the lead archaeologist and culturally affiliated Tribal representative</p> <ul style="list-style-type: none"> <li>• If resources cannot be avoided, a Treatment Plan developed by the archaeologist and culturally affiliated Tribal representative shall be submitted to CSLC staff for review and approval prior to further disturbance of the area. The plan shall:                             <ul style="list-style-type: none"> <li>○ State requirements for professional qualifications of all cultural resources specialists and Tribal cultural resource workers</li> <li>○ Identify appropriate methods of resource recording, artifact cataloguing, and analyses</li> <li>○ Determine appropriate levels of recovery or stabilization of resources</li> <li>○ Provide documentation of a curatorial facility or museum that will be responsible for the permanent preservation of any unique or sensitive cultural materials resulting from site recovery and stabilization efforts</li> </ul> </li> <li>• If the discovery is made in radiologically contaminated Project areas, the archaeologist, Tribal representative, or other Tribal participant(s) shall follow safety protocols not less than those currently established by the U.S. Nuclear Regulatory Commission and Southern California Edison's Requirements for Site Access and Access to Protected/ Restricted Radiologically Controlled Areas, which include: (1) authorized searches; (2) processing and training requirements; (3)</li> </ul>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	radiation protection; and (4) maintenance of a safety-conscious work environment.					
	<b>MM CR/TCR-2c: Cultural Resource Identification during Offshore Geophysical Surveys.</b> The Applicant or its contractor shall ensure that a qualified maritime archaeologist that meets Secretary of the Interior Professional Qualifications Standards defined in 36 Code of Federal Regulations Part 61, approved by California State Lands Commission (CSLC) staff, participates in the development and implementation of the geophysical surveys conducted to develop the Anchoring and Dredging Plans. The archaeologist shall identify any cultural resources found during the surveys and prepare a summary report to be submitted to CSLC staff. Title to all abandoned shipwrecks, archaeological sites, and historic or cultural resources on or in the tide and submerged lands of California is vested in the State and under the jurisdiction of the CSLC. The final disposition of archaeological, historical, and paleontological resources recovered on State lands under the jurisdiction of the CSLC must be approved by the Commission.	Offshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources
	<b>APM-10: Cultural Resources Protection.</b> To ensure the Proposed Project does not impact cultural resources, all ground disturbing activities shall be conducted within the historically excavated area footprint of the site and shall not encroach on the adjacent surrounding undisturbed areas. The archeological and/or Tribal monitor shall halt work if archaeological materials (e.g., shell, wood, bone, or stone artifacts) are found or	Onshore and Offshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	suspected during Proposed Project activities, or the Proposed Project footprint is altered in the area of discovery.					
<b>CR-3: Disturb Unidentified Human Remains</b>	<b>APM-11: Appropriate Treatment of Human Remains.</b> In accordance with state law (Health & Saf. Code, § 7050.5; Pub. Resources Code, § 5097.98), if human remains are found, all ground disturbing activities shall halt within 165 feet (50 meters) of the discovery. The County Coroner shall be notified within 24 hours of the discovery. No further excavation or disturbance of the discovery or any nearby area reasonably suspected to overlie potential remains shall occur until the County Coroner has determined whether the remains are subject to his or her authority. The County Coroner must make this determination within 2 working days of notification of the discovery (pursuant to Health & Saf. Code, § 7050.5, subd. (b)). If the County Coroner determines that the remains do not require an assessment of cause of death and that the remains are, or are believed to be Native American, the Coroner must notify the Native American Heritage Commission (NAHC) by telephone within 24 hours, which must in turn immediately notify those persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD shall complete its inspection and make recommendations within 48 hours of being granted access to the site. The MLD may recommend means for treatment or disposition, with appropriate dignity, of the human remains and any associated grave	Onshore and Offshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	goods. CSLC staff shall discuss and confer with the MLD regarding their recommendations (pursuant to Pub. Resources Code, § 5097.98, subds. (b) and (c)).					
<b>CR-4: Destruction of Unique Paleontological Resources</b>	<p><b>MM CR-4a: Paleontological Monitoring.</b> A qualified paleontologist must be present to monitor all ground disturbing activities within the onshore area. The paleontological monitor shall:</p> <ul style="list-style-type: none"> <li>• Have certification in Hazardous Materials Response procedures if working in or near radiologically contaminated structures, remains of structures, or soils</li> <li>• Follow safety protocols established by the Southern California Edison’s Requirements for Site Access and Access to Protected/Restricted-Radiologically Controlled Areas, which includes: (1) authorized searches; (2) processing and training requirements; (3) radiation protection; and (4) maintenance of a safety-conscious work environment</li> <li>• Fill out daily monitoring forms and prepare a weekly summary monitoring report</li> <li>• Have the authority to increase or decrease the monitoring effort should the monitoring results indicate that a change is warranted</li> </ul>	Onshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to paleontological resources
	<p><b>MM CR-4b: Unanticipated Paleontological Resources.</b> In the event unanticipated paleontological resources or unique geologic resources are encountered during demolition activities, work within 100 feet of the find shall be temporarily suspended or redirected away from the discovery until the Applicant retains a qualified paleontologist, who has</p>	Onshore	Compliance, and provide a Paleontological Resources Management Plan, if needed, for review and approval	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	demonstrated experience in carrying paleontological projects to completion, to evaluate the nature and significance of the discovery. If the resource cannot be avoided, the paleontologist shall develop and implement a Paleontological Resources Management Plan for the Proposed Project area that includes specimen identification to the lowest taxonomic level possible, analysis, curation, and the preparation of a final report. The plan shall be submitted to California State Lands Commission staff for review and approval prior to further disturbance of the area.					
<b>Cultural Resources - Tribal</b>						
<b>TCR-2: Change Significance of Previously Unidentified Tribal Cultural Resources</b>	<b>Implement MM CR/TCR-2a, MM CR/TCR-2b, MM CR/TCR-2c, and APM-10 and APM-11 (provided above)</b>					
<b>TCR-3: Disturb Unidentified Tribal Human Remains</b>	<b>Implement APM-11 (provided above)</b>					
<b>Geology, Soils, and Coastal Processes</b>						
<b>GEO/ CP-2: Construction Triggered Erosion</b>	<b>Implement APM-12 (provided above)</b>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
<b>Hydrology and Water Quality</b>						
<b>WQ-1: Violation of Water Quality Standards or Waste Discharge Requirements, or Generation of Substantial Additional Sources of Polluted Runoff</b>	<b>Implement APM-1, APM-2, APM-12, APM-13, and APM-14 (provided above)</b>					
<b>WQ-2: Groundwater Characterization and Discharge</b>	<b>Implement MM HAZ-6 (above)</b>					
<b>WQ-4: Erosion or Siltation due to Altered Drainage Patterns</b>	<p><b>MM WQ-4: Onshore Site Stabilization Plan.</b>                      The Applicant or its contractor shall prepare and implement an Onshore Site Stabilization Plan to cover the Onshore Site conditions following Proposed Project completion. This Plan shall include erosion-control monitoring, and adaptive management measures, to prevent Proposed Project-induced fugitive dust and erosion that may occur after Proposed Project completion. Site stabilization would be accomplished either through the use of non-vegetative cover such as gravel, or vegetative cover through the application of a native erosion control mix. During preparation of the plan, the Applicant or its contractor shall consult with California State Lands Commission (CSLC), California Coastal Commission, and the San Diego Regional Water Quality Control Board and a final copy provided to CSLC staff for review and approval a minimum of 60 days prior to start of Proposed Project ground-disturbing</p>	Onshore	Provide the Onshore Site Stabilization Plan for review and approval	At the conclusion of Proposed Project activities until the start of Future Activities	Applicant or contractor	Reduce potential impacts due to erosion

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	activities. This Plan shall remain in effect until the beginning of Future Activities.					
	<b>Implement APM-12 (provided above)</b>					
<b>WQ-5: Flooding due to Altered Drainage Patterns or Increased Surface Runoff</b>	<b>MM WQ-5: Walkway Flood Protection Plan.</b> In consultation with the California Coastal Commission (CCC) and the San Diego Regional Water Quality Control Board (RWQCB) the Applicant or its contractor shall prepare an alternate drainage plan that avoids discharging surface waters directly to the surface of the public access walkway. This may be accomplished by discharging under the walkway through culverts or other methods acceptable to the CCC. Any discharge beneath the walkway shall be engineered to avoid damage to the walkway subgrade. The Applicant or its contractor shall submit the Plan to California State Lands Commission staff for review and approval in consultation with the CCC and RWQCB a minimum of 60 days prior to start of Proposed Project activities.	Onshore	Provide an interim erosion-control plan for review and approval	Prior to Proposed Project activities	Applicant or contractor	Reduce potential impacts due to water discharge
<b>WQ-6: Increased Ocean Turbidity and Marine Debris</b>	<b>Implement APM-1, APM-15, and APM-16 (provided above)</b>					
<b>WQ-7: Degraded Marine Water Quality from Oil or Chemical Spills</b>	<b>Implement APM-17 (provided at the end of this MMP)</b>					
<b>Land Use and Planning</b>						
<b>LU-2: Disrupt, Displace, or Divide Existing or</b>	<b>MM LU-2a: Deconstruction Liaison.</b> At least 1 month prior to the start of any deconstruction activities, and thereafter for the	Onshore	Provide summary documentation	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts



Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
<p><b>Approved Land Uses</b></p>	<p>duration of the Project, the Applicant or its contractor shall appoint a Deconstruction Liaison and provide a toll-free general number and the name and contact information for the liaison (or liaisons) for all Marine Corps Base Camp Pendleton (MCBCP) operations and residents within 5 miles of the Project site by U.S. Postal Service mail. The identified deconstruction liaison(s) shall:</p> <ul style="list-style-type: none"> <li>• Act as a point of contact and interface between MCBCP personnel and local residents and the San Onofre Nuclear Generating Station deconstruction crews</li> <li>• Be available both in person and by phone, as necessary, for at least 1 month prior to the start of deconstruction, and for 6 months following the completion of the Project</li> <li>• Respond to all Project-related questions and concerns within a 72-hour period when contact information is provided</li> </ul> <p>In addition, the Applicant or its contractor shall provide the California State Lands Commission and Department of the Navy staffs with summary documentation of all complaints, comments, and concerns communicated to the liaison(s) every 3 months for the duration of deconstruction activities, and 2 times (once every 3 months) for the 6-month period following the completion of Project activities. The compliance documentation shall include the name and address of the person contacting the liaison(s), the date of contact, and what actions were taken by the liaison(s) to rectify</p>		<p>of all complaints, comments, and concerns</p>			<p>related to construction</p>

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	or address the complaints, comments, or concerns expressed.					
	<b>MM LU-2b: Advance Notification of Deconstruction.</b> The Applicant or its contractor shall give at least 30 days advanced notice of the start of any deconstruction activities to Marine Corps Base Camp Pendleton operations and residents within 5 miles of the Project site by U.S. Postal Service mail. The notification shall include the location, types, and expected duration of each deconstruction activity scheduled for the first 3 months following publication of the notification. The notification shall also include the toll-free general phone number and contact information for the deconstruction liaison(s), as well as an internet website address where additional information related to deconstruction activities can be found.	Onshore	Compliance	Prior to and during Proposed Project	Applicant or contractor	Reduce potential impacts related to construction
	<b>MM LU-2c: Quarterly Deconstruction Updates.</b> Following distribution of the advance notification of deconstruction, the Applicant or its contractor shall provide Marine Corps Base Camp Pendleton operations and residents within 5 miles of the Project site with updates to all current and scheduled deconstruction activities on the Project's internet website and by U.S. Postal Service mail. The updates shall be provided every quarter for the duration of deconstruction activities. The updates shall continuously include the location, types, and expected duration of each deconstruction activity scheduled for the 3-month period following each update's publication date. The updates	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts related to construction

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	shall also include a toll-free number and the name and phone number of the deconstruction liaison(s) to respond to all deconstruction-related questions and concerns.					
<b>Recreation and Public Access</b>						
<b>REC-1: Reduction of Public Access to Recreational Facilities</b>	<b>MM REC-1a: Public Notification.</b> In areas where decommissioning activities would impact recreational facilities, the Applicant or its contractor shall place warning signs, and if needed, implement detour routes, 24 hours prior to implementation of those activities. In addition, the Applicant or its contractor shall maintain for the duration of Proposed Project activities a public website that provides Proposed Project-related information including but not necessarily limited to offshore work schedules, Traffic Plans, Local Notices to Mariners, and any anticipated closures to bicycle and pedestrian lanes, public accessways, or beaches.	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts related to public access
	<b>MM REC-1b: Public Access Plan.</b> The Applicant or its contractor shall develop a Public Access Plan to ensure public access around the Proposed Project area is not significantly affected. The Plan shall avoid: <ul style="list-style-type: none"> <li>Any long-term increase in traffic that would conflict with adopted policies, plans, or programs supporting alternative transportation; or obstruct current access to and around the Proposed Project area</li> <li>Restrictions on roads used to access San Onofre State Beach both north and south of the Proposed Project area that would result in a full road closure or substantial disruptions</li> </ul>	Onshore	Provide Public Access Plan to CSLC staff for review and approval	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts related to public access

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	<p>The Plan would require, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Implementation of the Plan by trained personnel</li> <li>• Appropriate posting of traffic and safety signs</li> <li>• Haul truck trips to be concentrated during off-peak hours during project construction to the extent practicable. Trucks trips shall be scheduled to avoid weekends and holidays to maximum extent possible.</li> </ul> <p>The plan shall be submitted to California State Lands Commission staff for review and approval a minimum of 30 days prior to Proposed Project activities.</p>					
	<p><b>APM-18: Notification to Local Mariners.</b>                      The Applicant or its contractor shall be responsible for Local Notices to Mariners (as per U.S. Coast Guard requirements) and compliance with all navigational protocols of the U.S. Department of the Navy, including vessel and diving restrictions in the Proposed Project's offshore area. The notifications shall include the location of moored vessels, likely transit routes, and approximate dates, durations, and working hours. The notices shall be submitted prior to start of any offshore activities and electronic copies posted for review by California State Lands Commission and California Coastal Commission staffs.</p>	Offshore	Compliance	Prior to offshore Proposed Project activities	Applicant or contractor	Reduce potential impacts to recreation and public access
<b>REC-3: Create Hazards for Recreationists</b>	<b>Implement MM REC-1a and APM-18 (provided above)</b>					
<b>Transportation and Traffic</b>						
	<b>Implement MM REC-1b (provided above)</b>					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
<b>TR-1: Reduce Local Transportation and Circulation</b>	<b>APM-19: Emergency Services Access.</b> The Applicant or its contractor shall coordinate with U.S. Marine Corps Camp Pendleton, San Diego County, and the City of San Clemente prior to road/lane closures to ensure that Proposed Project activities and associated road and lane closures would not significantly affect emergency response vehicles.	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts to traffic and transportation
	<b>APM-20: Oversize/Overweight Loads.</b> Prior to the first transport of an oversize/overweight load, the Applicant or its contractor shall coordinate with the California Department of Parks and Recreation to establish protocols to ensure that equipment, components, and materials, including heavy haul loads, being transported to/from the site as part of the Proposed Project via Basilone Road (Old Pacific Highway) and across associated bridges (San Onofre Creek and Railroad Overhead) would not exceed established limitations or safe operating conditions.	Onshore	Compliance	Prior to and during Proposed Project	Applicant or contractor	Reduce potential impacts to traffic and transportation
<b>TR-2: Reduce Pedestrian and Bicycle Rider Safety</b>	<b>Implement MM REC-1a (provided above)</b>					
	<b>APM-21: Pedestrian and Bicycle Access and Safety.</b> To minimize impacts associated with temporary access to local sidewalks or other pedestrian or bicyclist rights-of-way, the Applicant or its contractor shall coordinate with the California Department of Parks and Recreation to ensure that appropriate steps are taken to ensure continued pedestrian and bicyclist access and safety. Steps may include providing alternative access paths, signage, and advance notification.	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce potential impacts to traffic and transportation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
<b>TR-5: Reduce Marine Vessel Safety</b>	<b>APM-22: Private Aids to Navigation.</b> If required, the Applicant or its contractor shall obtain or update a permit from the U.S. Coast Guard for Private Aids to Navigation prior to the start of offshore activities. The permit shall include any buoys or other markers used as part of the Proposed Project and appropriate methods to install and maintain said markers.	Onshore	Compliance	Prior to and during offshore activities	Applicant or contractor	Reduce potential impacts to traffic and transportation
	<b>Implement APM-9, APM-15, and APM-18 (provided above)</b>					

# EXHIBIT D – SAN ONOFRE NUCLEAR GENERATING STATION UNITS 2 & 3 DECOMMISSIONING PROJECT

## CALIFORNIA STATE LANDS COMMISSION STATEMENT OF FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

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### 1.0 INTRODUCTION

The California State Lands Commission (Commission or CSLC), acting as a lead agency under the California Environmental Quality Act (CEQA), makes these Findings and this Statement of Overriding Considerations to comply with CEQA as part of its discretionary approval to authorize issuance of a General Lease – Public Agency Use, to Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and the city of Riverside (collectively, Applicant). The Applicant plans to decommission components of San Onofre Nuclear Generating Station (SONGS) that are authorized by CSLC Lease No. PRC 6785.1, which hereinafter are referred to as the **CSLC Lease Facilities**.<sup>1</sup> The CSLC Lease Facilities are the: SONGS Units 2 and 3 offshore intake and discharge conduits and associated appurtenances; navigational and environmental monitoring buoys; and riprap along the shore seaward of the ordinary high-water mark.

Decommissioning of the majority of the CSLC Lease Facilities (CSLC Lease Offshore Activities) is part of a larger action to address U.S. Nuclear Regulatory Commission (NRC) and landowner requirements to decommission SONGS; this larger action is hereinafter referred to as the **SONGS Decommissioning Plan**. As proposed by the Applicant, the SONGS Decommissioning Plan has the following three components: (1) activities related to a separate, already-approved project allowing for the installation, operation, and maintenance of the Independent Spent Fuel Storage Installation (inclusive of both AREVA and Holtec facilities) currently located on-site, from 2015 through 2035 (**Approved Independent Spent Fuel Storage Installation [ISFSI] Operation and Maintenance**); (2) activities associated with dismantlement of onshore above-grade structures, meeting NRC requirements for unrestricted use, and the CSLC Lease Offshore Activities, which cover the SONGS Units 2 and 3 offshore intake and discharge conduits and associated structures from 2019 through 2028 (collectively, the **Proposed Project**); and (3) additional activities projected to begin in approximately 2035 including transfer of spent nuclear fuel (SNF) to off-site storage, additional substructure removal, and final site restoration (**Future Activities**).

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<sup>1</sup> SONGS is owned and was operated by SCE, SDG&E, and the cities of Riverside and Anaheim (collectively, Participants). The City of Anaheim is not currently a party to CSLC Lease No. PRC 6785.1.

The Commission is making these Findings pursuant to Public Resources Code section 21081 and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15091, subd. (a)),<sup>2</sup> which states in part:

*No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale of each finding.*

The Commission has jurisdiction and management authority over all ungranted tidelands, submerged lands, and the beds of navigable lakes and waterways. The Commission also has certain residual and review authority for tidelands and submerged lands legislatively granted in trust to local jurisdictions. (Pub. Resources Code, §§ 6301, 6306.) All tidelands and submerged lands, granted or ungranted, as well as navigable lakes and waterways, are subject to the protections of the Common Law Public Trust.

The Commission is the lead agency under CEQA for the Proposed Project because the Commission is the first state agency to take action with respect to the Proposed Project and because it has the responsibility for acting on the Proposed Project by approving a lease for the CSLC Lease Facilities component of the Proposed Project. The Commission analyzed the environmental impacts associated with the Project in a Final Environmental Impact Report (EIR) (State Clearinghouse [SCH] No. 2016071025).<sup>3</sup>

The Applicant has proposed a project that would involve decontamination and dismantlement (D&D), and removal of certain above- and below-grade facilities of SONGS to meet the Nuclear Regulatory Commission's requirements for unrestricted use; disposition of the Units 2 & 3 offshore conduits; and removal of navigational and environmental monitoring buoys and anchors. These activities would take place from 2019 through 2028. The Proposed Project includes components of SONGS that are authorized by existing CSLC Lease No. PRC 6785.1, General Lease – Industrial Use. The applicant has requested a new lease to replace PRC 6785.1 to provide for the dispositioning of the CSLC Lease Facilities.

## **2.0 ADMINISTRATIVE RECORD OF PROCEEDINGS AND CUSTODIAN OF THE RECORD**

These Findings are based on the information and analysis contained in the EIR for the Proposed Project, as well as information provided to the Commission and gathered through the public involvement process, all of which is contained in the administrative record. The administrative record is located at the California State Lands Commission, 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825. The custodian for the administrative record is the California State Lands Commission Division of

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<sup>2</sup> CEQA is codified in Public Resources Code section 21000 et seq. The State CEQA Guidelines are found in California Code of Regulations, title 14, section 15000 et seq.

<sup>3</sup> The Final EIR was published in February 2019 and is available on the Commission website at: [www.slc.ca.gov](http://www.slc.ca.gov) (under the "Information" tab and "CEQA Updates" link).



Environmental Planning and Management. References cited in these Findings can be found in the Final EIR, Section 9.3, References.

### **3.0 FINDINGS**

Findings are required by each “public agency” that approves a project for which an EIR has been certified that identifies one or more significant environmental impacts. (Pub. Resources Code, § 21081; State CEQA Guidelines, § 15091.) These Findings, as a result, are made to comply with the mandate that for each significant effect identified in the EIR, the Commission adopt one or more of the following, as appropriate.

- (1) Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the Commission. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- (3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

These Findings are also made to comply with the requirement that each finding by the Commission be supported by substantial evidence in the administrative record of proceedings, and accompanied by a brief explanation of the rationale for each finding. (State CEQA Guidelines, § 15091, subs. (a), (b).) To that end, these Findings provide the written, specific reasons, and identify the substantial evidence, supporting the Commission’s decision under CEQA to approve the lease for the CSLC Lease Facilities, which is necessary for implementation of the Proposed Project’s CSLC Lease Offshore Activities.

A discussion of supporting facts follows each Finding.

- Whenever Finding (1) occurs, the mitigation measures that lessen the significant environmental impact are identified in the facts supporting the Finding.
- Whenever Finding (2) occurs, the agencies with jurisdiction are specified. These agencies, within their respective spheres of influence, have the responsibility to adopt, implement, and enforce the mitigation discussed.
- Wherever Finding (3) is made, the Commission has determined that, even after implementation of all feasible mitigation measures and consideration of feasible alternatives, the identified impact will exceed the significance criteria set forth in the EIR. Furthermore, to the extent that potentially feasible measures have been alleged or proposed, the Findings explain why certain economic, legal, social, technological or other considerations render such possibilities infeasible. The significant and unavoidable impacts requiring Finding (3) are identified in the Final EIR, discussed in the Responses to Comments, and explained below.

Having done everything it can to avoid and substantially lessen these effects consistent with its legal authority and CEQA, the Commission finds in these instances that overriding economic, legal, social, and other benefits of the Proposed Project outweigh the resulting significant and unavoidable impacts. The Statement of Overriding Considerations adopted as part of this exhibit applies to all such unavoidable impacts as required by CEQA. (Pub. Resources Code, § 21081, subd. (b); State CEQA Guidelines, §§ 15092 and 15093.)

All environmental impacts of the Proposed Project identified in the EIR are listed below; the significance of each impact is classified as follows.

Definition	Findings Required
<b>Significant and Unavoidable (SU).</b> Significant adverse impact that remains significant after mitigation	Yes
<b>Less than Significant with Mitigation (LTSM).</b> Significant adverse impact that can be eliminated or reduced below an issue’s significance criteria	Yes
<b>Less than Significant (LTS).</b> Adverse impact that does not meet or exceed the identified significance criteria	No
<b>No Impact (NI)</b>	No

**A. SUMMARY OF FINDINGS**

There are no environmental issue areas on which the Proposed Project would have No Impact. However, the EIR identified the following impacts as Less Than Significant:

- Aesthetics
- Geology, Soils, and Coastal Processes
- Greenhouse Gas Emissions
- Noise
- Utilities and Public Service Systems

For the remaining environmental issue areas with potentially significant effects, the Findings set forth below are:

- Organized by significant impacts reduced to less than significant, followed by significant impacts not reduced to less than significant, within the following environmental issue areas:
  - Hazardous and Radiological Materials (HAZ)
  - Air Quality (AQ)
  - Biological Resources (BIO)
  - Cultural and Paleontological Resources (CR)
  - Cultural Resources – Tribal (TCR)
  - Hydrology and Water Quality (WQ)
  - Land Use and Planning (LU)
  - Recreation and Public Access (REC)
  - Transportation and Traffic (TR)

- Numbered in accordance with the impact and mitigation numbers identified in the Mitigation Monitoring Program (MMP) in the Final EIR (see Section 7 of the EIR) (Findings may not be numbered sequentially, since Findings are not required when impacts are Less than Significant or there is No Impact); and
- Followed by an explanation of the rationale for each Finding.

**B. SUMMARY OF POTENTIALLY SIGNIFICANT IMPACTS**

**1. POTENTIALLY SIGNIFICANT IMPACTS IDENTIFIED IN FINAL EIR**

In certifying the Final EIR and approving the lease associated with the Proposed Project, the Commission imposes various mitigation measures for Project-related significant effects on the environment as conditions of the lease approval and concludes that Project-related impacts would be substantially lessened with implementation of these mitigation measures. Impacts determined to be Less Than Significant with Mitigation are shown in Table 1 (LTSM).

However, even with the incorporation of all feasible mitigation, the CSLC concluded in the EIR that the other identified potentially significant impacts will remain significant. Table 1 also identifies those impacts that the Commission determined would be, after mitigation, Significant and Unavoidable (SU).

**Table 1 – Summary of Significant Impacts by Issue Area**

Environmental Issue Area	Impact Nos.	
	LTSM	SU
Hazardous and Radiological Materials (HAZ)	HAZ-4, HAZ-5, HAZ-6	HAZ-1, HAZ-2, HAZ-3
Air Quality (AQ)		AQ-3
Biological Resources (BIO)	BIO-1, BIO-2, BIO-3, BIO-4, BIO-6, BIO-9, BIO-10, BIO-11, BIO-12	
Cultural and Paleontological Resources (CR)	CR-2, CR-4	
Cultural Resources – Tribal (TCR)	TCR-2	
Hydrology and Water Quality (WQ)	WQ-2, WQ-4, WQ-5	
Land Use and Planning (LU)	LU-2	
Recreation and Public Access (REC)	REC-1, REC-3	
Transportation and Traffic (TR)	TR-2	

As a result, the CSLC adopts the Statement of Overriding Considerations set forth as part of this Exhibit to support its approval of the lease for the CSLC Lease Facilities associated with the Proposed Project despite the Proposed Project’s significant and unavoidable impacts.

## 2. RECIRCULATION NOT REQUIRED

The Commission finds that the requirements that would necessitate recirculation of the Final EIR have not been met, and so recirculation of the Final EIR is not required.

An EIR is required to be recirculated when significant new information is added to the EIR after public notice but before certification. New information is not significant unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project's proponents have declined to implement. Recirculation is not required when the new information clarifies or amplifies or makes insignificant modifications in an adequate EIR. The primary examples of when an EIR must be recirculated are identified below:

- A new significant environmental impact would result from the project or from a new mitigation measure. (State CEQA Guidelines, § 15088.5, subd. (a)(1).)
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance. (State CEQA Guidelines, § 15088.5, subd. (a)(2).)
- A feasible project alternative or mitigation measure considerably different from other previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to accept it. (State CEQA Guidelines, § 15088.5, subd. (a)(3).)
- The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (State CEQA Guidelines, § 15088.5, subd. (a)(4).)

While the Final EIR was revised where appropriate to respond to agency and public comments, it does not contain any significant new information that would deprive the public of a meaningful opportunity to comment upon a substantial adverse environmental effect or a feasible way to mitigate or avoid such an effect. As discussed in Section I.7 of the Preface to the Final EIR, the changes to the Draft EIR do not meet the threshold for significant new information. Section III of the Final Supplemental EIR contains the revisions to the Draft EIR.

### C. FINDINGS REGARDING IMPACTS REDUCED TO LESS THAN SIGNIFICANT LEVELS WITH MITIGATION (LTSM)

The impacts identified below were determined in the Final EIR to be potentially significant absent mitigation; after application of mitigation, however, the impacts were determined to be less than significant. For the full text of each mitigation measure (MM) and Applicant-proposed measure (APM), please refer to Exhibit C.

### 3. HAZARDOUS AND RADIOLOGICAL MATERIALS

#### CEQA FINDING NO. HAZ-4

Impact: **Impact HAZ-4. Handling of Non-Radiological Hazardous Wastes.** The Proposed Project could substantially increase risk above existing baseline conditions and create a substantial hazard to the public through the use or disposal of hazardous materials.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

#### FACTS SUPPORTING THE FINDING(S)

Removal of hazardous wastes (e.g., asbestos and lead-based paint from buildings and contaminated soil excavated from underground storage tank sites) may temporarily require increased use of the hazardous waste facility to handle, characterize, and transport the waste to approved disposal facilities.

The removal and transport of hazardous wastes will be addressed in the Waste Management Program (**APM-1**). The facility's Hazardous Materials Business Plan (**APM-2**) details the hazardous materials inventory for the site, emergency contacts, a site plan and response strategies, and procedures for on-site refueling (refueling stations and fuel tanks locations, maintenance, and operation). In addition, all hazardous material handling, transport, and disposal would be subject to existing Department of Transportation (DOT) and SONGS facility hazardous waste permit requirements (**MM HAZ-4**).

Implementation of **APM-1**, **APM-2**, and **MM HAZ-4** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

#### **APM-1: Waste Management Program**

#### **APM-2: Hazardous Materials Business Plan**

#### **MM HAZ-4: Facility Hazardous Waste Permit Extension**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. HAZ-5**

Impact: **Impact HAZ-5. Risk of Fire, Explosion, or Hazardous Material Release.** The Proposed Project could substantially increase risk above existing baseline conditions related to fire, explosion, or release of flammable or toxic materials, and may create a substantial hazard to the public.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Decommissioning would require the cutting and demolition of structures that may include asbestos or lead paint. Structures with lead-based paint would also require removal of the paint prior to cutting, torching, or demolition in accordance with California Department of Industrial Relations regulations. In addition, oil sumps and underground storage tanks containing oil, diesel fuel, or other hazardous fluids would also be removed.

As noted above, the removal and transport of hazardous wastes will be addressed in the Waste Management Program (**APM-1**). The updated SONGS Stormwater Pollution Prevention Plan (SWPPP) (**APM-12**), the Spill Prevention Control and Countermeasure (SPCC) Plan (**APM-13**), and the Spill Contingency Plan (**APM-14**) would be used during Proposed Project activities. Implementation of these plans would reduce the likelihood of spills through implementation of several measures including: proper storage and handling procedures, standard hazardous waste transport, training of personnel, procedures for fueling and maintaining construction equipment, and an emergency response program to ensure quick and safe cleanup of accidental spills. Under **MM HAZ-5**, the Applicant and its contractor shall require workers removing asbestos, lead-based paint, and other hazardous materials to have the required registrations.

Implementation of **APM-1**, **APM-12**, **APM-13**, **APM-14**, and **MM HAZ-5** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-1: Waste Management Program**

**APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

**APM-13: Spill Prevention Control and Countermeasure (SPCC) Plan**

**APM-14: Spill Contingency Plan**

**MM HAZ-5: Worker Registration/ Certification**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. HAZ-6**

Impact: **Impact HAZ-6. Mobilization of Existing Contaminants.** The Proposed Project could mobilize existing soil or groundwater contamination and expose workers to hazardous materials.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

During removal of below-ground structures and adjacent soil, contaminated soil and groundwater may be encountered. Contaminated groundwater is unlikely to be encountered during the shallow excavations; however, if deeper excavations are required, limited data exist that support evidence of shallow (less than 5 feet) soils having been contaminated by TPH (diesel, oil) and VOCs (solvents), which may have contaminated groundwater at these deeper levels.

The required SWPPP described in **APM-12** would partly address the excavation, handling, and disposal of contaminated soil; however, if field screening and laboratory data are not properly interpreted, environmentally contaminated soil could be improperly handled and disposed of, resulting in additional environmental contamination or exposure of workers to non-radioactive contaminated materials. **MM HAZ-6** would require characterization of on-site soil and groundwater to assure safe handling.

Implementation of **APM-12** would prevent indirect adverse effects to the surface waters and **MM HAZ-6** would mitigate much of the Proposed Project's adverse impacts related to unknown contaminated soil and groundwater and worker exposure to hazardous chemicals, to a less than significant level.

Implementation of **APM-12** and **MM HAZ-6** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

**MM HAZ-6: Soil and Groundwater Site Characterization and Soil Management Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

#### 4. BIOLOGICAL RESOURCES

##### CEQA FINDING NO. BIO-1

Impact: **Impact BIO-1. Contribute to the Loss and Degradation of Sensitive Habitat.** Onshore decommissioning activities could affect rare plants and sensitive habitats

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

##### FACTS SUPPORTING THE FINDING(S)

The Proposed Project would directly disturb approximately 2 acres of previously disturbed or ruderal vegetation and 87 acres of developed lands in the Proposed Project area with a limited potential to support sensitive plants. Although the Proposed Project would not directly impact coastal sage scrub or other sensitive natural communities, it may indirectly affect coastal sage scrub and vernal pools in adjacent areas. For example, indirect impacts could result from dust, altered hydrology from the removal of hardscape (i.e., paved areas), use of paved areas for staging and hauling, or the spread of non-native and invasive plant species to adjacent habitats that support, or have the potential to support, state and federally listed threatened, endangered, or California Rare Plant Rank list species. Erosion from newly exposed soil may also result in sediment deposition in vernal pool habitat, altering the hydrology of the pools and their micro-watersheds.

**APM-4** would stabilize dust emissions by using water or chemical stabilizers or suppressants as necessary. **APM-12** would prevent runoff from adjacent activities to the vernal pool restoration area adjacent to the Proposed Project site. In addition, **MM BIO-1a**, **MM BIO-1b**, and **MM BIO-1c** would educate workers about sensitive areas, provide weed management, and require surveys prior to ground disturbance, avoidance, and salvage of rare plant species.

Implementation of **APM-4**, **APM-12**, **MM BIO-1a**, **MM BIO-1b**, and **MM BIO-1c** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

##### **APM-4: Dust Suppression**

##### **APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

##### **MM BIO-1a: Worker Environmental Awareness Program**

##### **MM BIO-1b: Weed Management**

##### **MM BIO-1c: Rare Plant Surveys**



LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-2**

Impact: **Impact BIO-2. Adversely Affect Terrestrial Special-Status Species.**  
Indirect effects from Proposed Project activities could harm terrestrial special-status invertebrates, amphibians, reptiles, birds, and mammals.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Activities proposed as part of the Proposed Project have the potential to result in indirect impacts to many species, such as San Diego fairy shrimp, western spadefoot, coast horned lizard, nesting birds, dulzura pocket mouse, north-western San Diego pocket mouse, and San Diego desert woodrat.

**APM-12** and **APM-4** would control fugitive dust and reduce impacts to water quality, which would protect adjacent species habitats. **APM-8** would deter nesting in the Proposed Project area during D&D activities. **MMs BIO-1a** and **BIO-1b** would educate workers on avoidance of the area's species and would provide weed management after final site stabilization within the Proposed Project area. **MM BIO-2a** would require monitoring of reptiles and amphibians and allow for removal of the species from the construction area. **MMs BIO-2b, BIO-2c, BIO-2d, BIO-2e, and BIO-2f** would reduce impacts to nesting birds, including burrowing owl, Western snowy plover, California least tern, and Coastal California gnatcatcher by requiring surveys, monitoring, noise minimization, and avoidance measures.

Implementation of **APM-12, APM-4, APM-8** and **MMs BIO-1a, BIO-1b, BIO-2a, BIO-2b, BIO-2c, BIO-2d, BIO-2e, and BIO-2f** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-4: Dust Suppression**

**APM-8: Nesting Bird Deterrents**

**APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

**MM BIO-1a: Worker Environmental Awareness Program**

**MM BIO-1b: Weed Management**

**MM BIO-2a: Special-Status Reptiles and Amphibians**

**MM BIO-2b: Surveys and Monitoring for Nesting Birds**

**MM BIO-2c: Burrowing Owl**

**MM BIO-2d: Western Snowy Plover/California Least Tern**

**MM BIO-2e: Coastal California Gnatcatcher**

**MM BIO-2f: Noise Minimization Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-3**

Impact: **Impact BIO-3. Disturb Non-Listed Roosting or Breeding Bats.**  
Decommissioning activities could disturb roosting special-status bats or destroy roost sites.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Mexican long-tongued bat, pallid bat, western mastiff bat, and pocketed free-tailed bat are all species of special concern that have the potential to roost and breed in human-made structures in the study area. Most impacts to bat populations in the region result from disturbance of roosting or hibernation sites, especially where large numbers of bats congregate. Direct impacts to these species include mortality of individuals and permanent loss of roosting habitat resulting from demolition of structures in the study area. Bats are sensitive to disturbance and will usually vacate a roosting site the night following initial disturbance. However, newborn bats cannot fly for a period of 3 to 8 weeks following birth and are incapable of vacating roosting habitat.

Implementation of **MM BIO-3** would prevent disturbance to maternity roosts where young are present in the study area by requiring pre-activity surveys to identify active nests and delaying Proposed Project activities in structures with active nests, reducing impacts to a less than significant level.

Implementation of **MM BIO-3** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM BIO-3: Sensitive Bat Species**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-4**

Impact: **Impact BIO-4. Modify Potential Onshore U.S./Waters of the State.** The Proposed Project would result in removal of human-made stormwater conveyance systems and establish natural hydrology.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The Proposed Project area supports a collection of concrete ditches that collect and direct storm water to the Pacific Ocean. These features do not provide habitat for native plants or wildlife. Implementation of the Proposed Project would result in the removal of these ditches. Following their removal, new surface drainage patterns would be created on the site as part of site stabilization, reestablishing drainage patterns in the area to a more natural condition.

Implementation of **MM BIO-4** would reduce impacts to potential waters of the U.S./State that are under U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), California Coastal Commission (CCC), or Regional Water Quality Control Board (RWQCB) jurisdictions to a less than significant level by requiring regulatory permit compliance and related mitigation for onsite concrete ditches identified as waters of the U.S./State.

Implementation of **MM BIO-4** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing to reduce this impact to a less than significant level.

**MM BIO-4: Potential Waters of the U.S./State.**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-6**

Impact: **Impact BIO-6. Conflict with Adopted Conservation Plans.** The Proposed Project site could conflict with Conservation Plans adopted by the Marine Corps Base Camp Pendleton.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The only conservation plan covering areas adjacent to the Proposed Project is the Integrated Natural Resources Management Plan (INRMP). Under the Department of the Defense, each military base that has suitable habitat for conserving and managing

natural ecosystems is required to prepare, maintain, and implement an INRMP. Because the Proposed Project includes the removal of nuclear facilities to facilitate future land uses by the Marine Corps Base Camp Pendleton (MCBCP), it is not in conflict with the INRMP with the inclusion of protective measures.

**APM-12** and **APM-4** would control fugitive dust and reduce impacts to water quality, which would protect species habitats. **APM-8** would deter nesting in the Proposed Project area during D&D activities. **MM BIO-4** would reduce impacts to potential waters of the U.S./State, under USACE, CDFW, CCC, or RWQCB jurisdictions. **MMs BIO-1a** and **BIO-1b** would educate workers on avoidance of the area's species and would provide weed management after final site stabilization within the Proposed Project area. **MM BIO-2a** would require monitoring of reptiles and amphibians and allow for removal of the species from the construction area. **MMs BIO-2b, BIO-2c, BIO-2d, BIO-2e, and BIO-2f**, would reduce impacts to nesting birds, including burrowing owl, Western snowy plover, California least tern, and Coastal California gnatcatcher by requiring surveys, monitoring, noise minimization, and avoidance measures.

Implementation of **APM-12, APM-4, APM-8, and MMs BIO-1a, BIO-1b, BIO-2a, BIO-2b, BIO-2c, BIO-2d, BIO-2e, and BIO-2f**, has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-4: Dust Suppression**

**APM-8: Nesting Bird Deterrents**

**APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

**MM BIO-1a: Worker Environmental Awareness Program**

**MM BIO-1b: Weed Management**

**MM BIO-2a: Special-Status Reptiles and Amphibians**

**MM BIO-2b: Surveys and Monitoring for Breeding Birds**

**MM BIO-2c: Burrowing Owl**

**MM BIO-2d: Western Snowy Plover/California Least Tern**

**MM BIO-2e: Coastal California Gnatcatcher**

**MM BIO-2f: Noise Minimization Plan**

**MM BIO-4: Potential Onshore Waters of the U.S./State**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-9**

Impact: **Impact BIO-9. Release of Hydrogen Sulfide (H<sub>2</sub>S) Gas from Intake and Discharge Conduits.** Anaerobic water containing H<sub>2</sub>S gas released from the intake and discharge conduits during decommissioning could cause mortality of marine organisms.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The removal of the main and auxiliary intake structures, Manhole Access Port Structures, and diffuser ports from each of the two discharge conduits would result in the release of water inside the conduits that could be anaerobic and could also release H<sub>2</sub>S gas that may have formed inside the conduits after they are plugged at the forebay. The release of the anaerobic water from the conduits during the removal of the structures has the potential to affect a wide range of organisms near the release and could cause immediate mortality to organisms that come into direct contact with the water when it is released due to the low levels of oxygen in the water. Indirect effects could include latent mortality of organisms or reduction in food resources for other organisms in the area.

Implementation of **MM BIO-9**, which requires an inspection and risk assessment prior to removal of the vertical structures, would reduce the potential for impacts to listed species from H<sub>2</sub>S gas release to a less than significant level.

Implementation of **MM BIO-9** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM BIO-9: Hydrogen Sulfide (H<sub>2</sub>S) Gas Control Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-10**

Impact: **Impact BIO-10. Seabed Disturbance, Dredging, and Debris Accumulation.** Seabed disturbance during excavation, conduit and anchor block removal, and anchoring activities could cause destruction of marine habitat and mortality to marine organisms.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Offshore conduit disposition work, including removal of vertical structures and buoys, would include minor dredging and debris removal, anchoring, and use of three to four temporary laydown areas on the seafloor within the CSLC lease area. The removal of the vertical structures and the reconfiguration of the fish return conduit opening could result in increased turbidity during the excavation of seabed material and during cutting activities, and may also cover the adjacent seabed areas with debris that may be dropped during these activities. Vessel anchoring can also result in impacts to the offshore area.

Although fish, sea turtles, and marine mammals in the Proposed Project area are highly mobile and can avoid large debris, **APM-9** and **APM-15** would require identification of habitat character in potential work areas, avoidance of areas of sensitive habitat, and minimization of water quality impacts that could degrade marine habitat. **APM-15** and **APM-16** would reduce marine habitat and organism impacts due to turbidity. In addition, **MM BIO-10** would reduce impacts to surfgrass, kelp, and rocky reef habitats or protected species such as white abalone, due to anchor deployment.

Implementation of **APM-9**, **APM-15**, **APM-16**, and **MM BIO-10** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-9: Conduit Work Plan**

**APM-15: Dredging Plan**

**APM-16: Turbidity Monitoring**

**MM BIO-10: Anchoring Plan**

**LEVEL OF SIGNIFICANCE AFTER MITIGATION.** With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-11**

Impact: **Impact BIO-11. Harassment of Marine Life.** Decommissioning activities would generate noise above and below the water surface that could result in disturbance of marine life. In addition, vessel traffic could result in inadvertent vessel collision with listed species.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Potential impacts to marine mammals, sea turtles, and other marine life include inadvertent vessel collision with listed species and acoustic effects during decommissioning.

The preparation of a Marine Mammal and Sea Turtle Mitigation and Monitoring Plan (**MM BIO-11**) would ensure that no harassment of marine mammals or other marine life occurs during Proposed Project activities. The Plan will include a risk analysis, wildlife observers, and requirements for transiting vessels.

Implementation of **MM BIO-11** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM BIO-11: Marine Mammal and Sea Turtle Mitigation and Monitoring Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. BIO-12**

Impact: **Impact BIO-12. Spread of Invasive and Non-Native Marine Species.** Vessels used during decommissioning activities could introduce invasive non-native marine species.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Many invasive non-native aquatic species (NAS) are introduced by boat traffic, either as encrusting organisms on the hulls and other submerged parts of vessels, or when ballast water is discharged from vessels. The introduction of NAS can result in permanent changes in the community composition or ecosystem relationships among species that are recognized for scientific, recreational, ecological, or commercial importance and permanent alteration or destruction of habitat that precludes reestablishment of native biological populations.

The proposed mitigation of **MM BIO-12** includes requirements for all Proposed Project vessels that will reduce the potential for introduction of NAS.

Implementation of **MM BIO-12** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM BIO-12: Invasive Non-Native Aquatic Species (NAS)**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**5. CULTURAL AND PALEONTOLOGICAL RESOURCES**

**CEQA FINDING NO. CR-2**

Impact: **Impact CR-2. Change Significance of Previously Unidentified Historical or Unique Archaeological Resources.** Inadvertent disturbance or destruction of a presently unidentified cultural resource could result in a change to the significance of the resource, if it is determined to be eligible for listing in the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR).

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

All ground disturbing activities that extend more than 3 feet below the ground surface could cause direct or indirect adverse impacts to unidentified cultural resources. The partial or complete disturbance of a resource could alter the setting, context, feeling, integrity, or significance of the resource and affect its eligibility to the NRHP or CRHR.

**APM-10, MM CR/TCR-2a, and MM CR/TCR-2b** require the Applicant to conduct all ground-disturbing activities within the historically excavated footprint of the SONGS site, conduct archaeological and tribal monitoring, and follow certain steps in the event of a discovery. **MM CR/TCR-2c** also requires that a qualified maritime archaeologist participate in the development and implementation of the geophysical surveys conducted to develop the Anchoring and Dredging Plans.

Implementation of **APM-10, MM CR/TCR-2a, MM CR/TCR-2b, and MM CR/TCR-2c** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-10: Cultural Resources Protection**



**MM CR/TCR-2a: Archaeological and Tribal Monitoring**

**MM CR/TCR-2b: Unanticipated Cultural/Tribal Cultural Resources**

**MM CR/TCR-2c: Cultural Resource Identification during Offshore Geophysical Surveys**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. CR-4**

Impact: **Impact CR-4. Destruction of Unique Paleontological Resources.** Sediments with high sensitivity for yielding paleontological fossil resources would be impacted, potentially resulting in direct or indirect impacts to sensitive paleontological resources.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

There is potential across the entire onshore Proposed Project area that sediments containing high sensitivity paleontological resources would be encountered during Proposed Project grading, excavation, and demolition activities. There are three highly sensitive geological units located within the Proposed Project area. High sensitivity sediments include Old Paralac Deposits and San Mateo Formation. The Undivided Sedimentary Rocks in Offshore Region also has high potential to yield scientifically important fossils, based on the age and type of fossil species recovered from comparable deposits on land. The offshore partial removal of the vertical structures and selected diffuser ports during offshore work would not result in direct or indirect adverse impacts to paleontological resources because offshore Proposed Project activities would not disturb buried structural components in previously undisturbed areas. However, onshore activities under the Proposed Project have potential to cause direct and indirect impacts to high sensitivity geologic units with potential to yield significant fossils.

**MMs CR-4a** and **CR-4b** would ensure that adverse effects resulting from the inadvertent discovery of unique paleontological or geologic resources during Proposed Project D&D activities would be reduced by creating a monitoring plan that ensures a qualified paleontologist would be able to identify paleontological resources discovered during Proposed Project activities, and prepare monitoring forms, summaries, and management plans.

Implementation of **MMs CR-4a** and **CR-4b** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM CR-4a: Paleontological Monitoring**

**MM CR-4b: Unanticipated Paleontological Resources**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**6. CULTURAL RESOURCES – TRIBAL**

**CEQA FINDING NO. TCR-2**

Impact: **Impact TCR-2. Change Significance of Previously Unidentified Tribal Cultural Resources.** Inadvertent disturbance or destruction of a presently unidentified Tribal cultural resource could result in a change to the significance of the resource if it is determined to be eligible for listing in the NRHP or CRHR.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

All ground disturbing activities that extend more than 3 feet below the ground surface could cause direct or indirect adverse impacts to unidentified tribal cultural resources. The partial or complete disturbance of a resource could alter the setting, context, feeling, integrity, or significance of the resource and affect its eligibility to the NRHP or CRHR.

**APM-10, MM CR/TCR-2a, and MM CR/TCR-2b** require the Applicant to conduct all ground disturbing activities within the historically excavated footprint of the SONGS site, conduct archaeological and tribal monitoring, and follow certain steps in the event of a discovery. **MM CR/TCR-2c** requires that a qualified maritime archaeologist participates in the development and implementation of the geophysical surveys conducted to develop the Anchoring and Dredging Plans. **APM-11** requires the Applicant to follow certain steps in accordance with state law in the event of a discovery of potential human remains.

Implementation of **APM-10, APM-11, MM CR/TCR-2a, MM CR/TCR-2b, and MM CR/TCR-2c** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-10: Cultural Resources Protection**

**APM-11: Appropriate Treatment of Human Remains**

**MM CR/TCR-2a: Archaeological and Tribal Monitoring**

**MM CR/TCR-2b: Unanticipated Cultural/Tribal Resources**

**MM CR/TCR-2c: Cultural Resource Identification during Offshore Geophysical Surveys**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**7. HYDROLOGY AND WATER QUALITY**

**CEQA FINDING NO. WQ-2**

Impact: **Impact WQ-2. Groundwater Characterization and Discharge.**  
Groundwater encountered during onshore decommissioning activities may contain contaminants requiring containment and treatment prior to discharge or disposal.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Removing onshore deep subsurface structures that extend below the water table at elevation +5 feet mean lower low water may require dewatering. The pumped groundwater would require characterization prior to discharge, and likely containment and testing to determine disposal requirements, potentially including treatment.

Mitigation for this impact in **MM HAZ-6** would include groundwater and soil testing to ensure that contaminated groundwater would not be released. Implementation of **MM HAZ-6** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM HAZ-6: Soil and Groundwater Site Characterization and Soil Management Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. WQ-4**

Impact: **Impact WQ-4. Erosion or Siltation due to Altered Drainage Patterns.** Removing structures and the underground drainage system would leave bare ground that could be subject to erosion and be a source of siltation.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Localized drainage concentrations, especially if on or in the bluff or other steep areas, could cause substantial local erosion that could eventually affect adjacent property or damage habitat.

Proposed measures **APM-12** and **MM WQ-4** would ensure that water quality standards and waste discharge requirements are adhered to and there is no alteration of existing drainage patterns in a manner that would result in erosion or siltation. Implementation of **APM-12** and **MM WQ-4** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

**MM WQ-4: Interim Erosion Control Plan**

**LEVEL OF SIGNIFICANCE AFTER MITIGATION.** With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. WQ-5**

Impact: **Impact WQ-5. Flooding due to Altered Drainage Patterns or Increased Surface Runoff.** Removing structures and the underground drainage system could increase flood-related effects.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Prior to plugging or sealing the conduits, the Applicant proposes to eliminate or alter the subsurface drainage system to reroute flow to the beach. Two main drainage swales (one for each Unit) are in place to direct runoff to the seawall where openings at the top of the seawall (one per Unit) allow surface flow to the ocean. Runoff over the seawall could potentially flood the Beach Access Walkway, which could be a hazard to pedestrians.

Under **MM WQ-5**, the Applicant will prepare an alternate drainage plan that avoids discharging surface waters directly to the surface of the public access walkway. Implementation of **MM WQ-5** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM WQ-5: Walkway Flood Protection Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**8. LAND USE AND PLANNING**

**CEQA FINDING NO. LU-2**

Impact: **Impact LU-2. Disrupt, Displace, or Divide Existing or Approved Land Uses.** Land uses, including sensitive land uses, could be disrupted by decommissioning activities.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Land uses, including sensitive land uses, adjacent to Proposed Project activities within Marine Corp Base Camp Pendleton could be periodically disrupted due to increased traffic, noise, and dust. This would likely occur to varying degrees during the Proposed Project, but particularly during peak D&D activities.

**MM LU-2a** through **MM LU-2c** are proposed to provide MCBCP operations and residents within 5 miles of the Proposed Project site with notification of planned decommissioning activities prior to their implementation and a point of contact for the correction of any disturbances that may occur. **MM LU-2a** requires the Applicant or its contractor to appoint a Deconstruction Liaison to be available in person and by phone to respond to all Project-related questions and concerns of MCBCP operations and residents within 5 miles of the Proposed Project site. **MM LU-2b** requires the Applicant or its contractor to provide 30 days notice of deconstruction activities. **MM LU-2c** requires the Applicant or its contractor to provide quarterly deconstruction updates on the Project's internet website and by U.S. Postal Service mail. With implementation of these MMs, impacts related to land use disturbances would be less than significant.

Implementation of **MM LU-2a**, **MM LU-2b**, and **MM LU-2c** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**MM LU-2a: Deconstruction Liaison**

**MM LU-2b: Advance Notification of Deconstruction**

**MM LU-2c: Quarterly Deconstruction Updates**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**9. RECREATION AND PUBLIC ACCESS**

**CEQA FINDING NO. REC-1**

Impact: **Impact REC-1. Reduction of Public Access to Recreational Facilities.** Decommissioning activities within the Proposed Project area could have temporary, intermittent adverse impacts on upland, shoreline, and water-dependent recreation.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The Proposed Project may temporarily restrict or prohibit public access to upland, shoreline, and water-dependent recreational facilities due to decommissioning activities. During the Proposed Project, access for construction personnel and equipment could intermittently close portions of the Old Pacific Highway bicycle route next to the Proposed Project area, which is currently used by the public and military personnel. In addition, the Proposed Project's shoreline and offshore activities could periodically preclude the public from accessing the shore and areas immediately offshore of the facility and its conduits during high-surf events, and the presence of the barges and vessels could periodically interfere with navigation into and out of local harbors and marinas.

**APM-18** would require a Notice to Local Mariners be submitted to the U.S. Coast Guard to ensure that impacts to offshore recreation and safety would be reduced. **MMs REC-1a** and **REC-1b** would require public notification of activities and the preparation of a Public Access Plan to reduce impacts associated with public access.

Implementation of Mitigation Measures **APM-18**, **MM REC-1a**, and **MM REC-1b** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-18: Notification to Local Mariners**

**MM REC-1a: Public Notification**

**MM REC-1b: Public Access Plan**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**CEQA FINDING NO. REC-3**

Impact: **Impact REC-3. Create Hazards for Recreationists.** Recreational users could be potentially impacted by hazardous activities.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The Proposed Project would involve activities outside of the physical boundaries of the Proposed Project site, including closures of the Old Pacific Highway bicycle route due to Proposed Project site access and staging, shoreline and offshore demolition, and dispositioning of the Units 2 and 3 offshore conduits and buoys.

SCE will submit a Notice to Local Mariners to ensure that impacts to offshore recreation and safety would be reduced (**APM-18**). In addition, **MM REC-1a** would ensure that onshore recreationists are kept clear of hazardous areas, thereby avoiding potential significant impacts to the safety of recreational users and reducing the impacts to a less than significant level.

Implementation of **APM-18** and **MM REC-1a** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-18: Notification to Local Mariners**

**MM REC-1a: Public Notification**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.

**10. TRANSPORTATION AND TRAFFIC**

**CEQA FINDING NO. TR-2**

Impact: **Impact TR-2. Reduce Pedestrian and Bicycle Rider Safety.** Construction vehicles could result in short-term adverse impacts on pedestrian and bicyclist safety.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The Proposed Project may temporarily require the closure of segments of Old Pacific Highway, the bicycle route, and road shoulders adjacent to SONGS, for construction personnel or equipment to access the site. Because Old Pacific Highway is part of a

designated bicycle route, temporary closures have greater potential to adversely affect bicyclists.

Implementation of **APM-21** would minimize impacts to pedestrian and bicycle rider safety by requiring coordination with the state Department of Parks and Recreation to take appropriate steps that may include providing alternative access paths, signage, and advance notification. **MM REC-1a** would require warning signs be posted notifying bicyclists of road closures and the location of detours. Implementation of **APM-21** and **MM REC-1a** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease, reducing this impact to a less than significant level.

**APM-21: Pedestrian and Bicycle Access and Safety**

**MM REC-1a: Public Notification**

LEVEL OF SIGNIFICANCE AFTER MITIGATION. With the mitigation described above, this impact is reduced to a less than significant level.



## D. FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS (SU)

The following impacts were determined in the Final EIR to be significant and unavoidable. The Statement of Overriding Considerations adopted as part of this exhibit applies to all such unavoidable impacts as required by CEQA. (Pub. Resources Code, § 21081, subd. (b); State CEQA Guidelines, §§ 15092 and 15093.)

### 1. HAZARDOUS AND RADIOLOGICAL MATERIALS

#### FACTS SUPPORTING ALL FINDINGS OF SIGNIFICANT AND UNAVOIDABLE IMPACTS RELATED TO HAZARDOUS AND RADIOLOGICAL MATERIALS

The Commission's findings of significant and unavoidable impacts on potential radiological releases and emergency response (Findings No. HAZ-1, HAZ-2, and HAZ-3) are in large part made regarding portions and aspects of the Proposed Project that are outside of the jurisdiction and authority of the Commission, although the impacts could affect areas within the Commission's geographical jurisdiction. Changes or alterations to the Proposed Project related to these impacts are mostly, albeit not completely, within the responsibility and jurisdiction of another public agency and not the Commission and are subject to federal preemption. (See MR-8, *Federal Preemption*; MR-9, *Commission Jurisdiction and Scope of Approval*; EIR Sections 1.2.1, *Federal*; 1.2.1.3, *Federal Preemption*; and 1.2.2.1, *California State Lands Commission*.) The Commission's approval associated with the Proposed Project extends only to the new lease for the CSLC Lease Facilities.

Because the onshore decommissioning activities that comprise the majority of the Proposed Project are located on federal land, are under federal jurisdiction, and are permitted under the NRC operating license for Units 2 and 3, these activities will likely occur irrespective of the Commission's approval or disapproval of the lease. The Commission does not have the authority to prevent these activities from occurring. Thus, impacts related to Findings No. HAZ-1, HAZ-2, and HAZ-3 are not a reasonably foreseeable consequence of the Commission's approval.

At the same time, California state courts have ruled that federal preemption does not preclude CEQA analysis of the environmental effects of a project, though it may preclude mitigation measures in some circumstances.<sup>4</sup> Where regulatory preemption applies, CEQA analysis may still be performed if it will fulfill an informational function and "not control or influence matters directly regulated under federal law" and "not prevent, burden, or interfere" with operations allowed under federal law.<sup>5</sup> (See MR-8, *Federal Preemption*.) The Commission makes Findings No. HAZ-1, HAZ-2, and HAZ-3 as part of its responsibility under CEQA to review and analyze the environmental impacts of "the whole of the action" and to maximize informational value and disclosure to decisionmakers and the public, despite the Commission's limited

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<sup>4</sup> *Friends of Eel River v. North Coast Railroad Authority* (2017) 3 Cal.5th 677, 722; *Association of Irrigated Residents v. Kern County Bd. of Supervisors* (2017) 17 Cal.App.5th 708, 751-754.

<sup>5</sup> *Association of Irrigated Residents*, 17 Cal.App.5th at 752.

jurisdiction and authority over the Proposed Project.<sup>6</sup>

**CEQA FINDING NO. HAZ-1**

**Impact:** **HAZ-1. Release of Hazardous Radioactive Materials during Decommissioning and Disposal.** Although unlikely, the Proposed Project decommissioning activities could significantly increase worker risk above baseline operations and could create a significant hazard to the public.

**Finding(s):** (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the Commission. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

(3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

Nearly all decommissioning activities have the potential for radiation exposures that could adversely affect the health of workers and the public, including the D&D activities contemplated for the Proposed Project, even though nuclear power production at SONGS has ceased and nuclear fuel has been removed from the Units 2 and 3 reactor cores. Without implementation of measures to contain or manage airborne fugitive dust, contaminated soils, or liquid effluents, workers or the public could be exposed to radioactive materials during the excavation and disposal of radioactive contaminated materials or cleaning of radioactively contaminated surfaces.

Decommissioning activities would be performed subject to federal, state, and local requirements and would incorporate established industry-standard processes and procedures designed to reduce the probability and consequences of accidental releases to the environment. Radiological impacts associated with fugitive dust and contaminated soils during decommissioning activities are expected to be well within NRC standards (ENERCON 2014) and exposures related to liquid effluents within acceptable federal regulatory limits.

In addition to the plans and programs required by the Nuclear Regulatory Commission (NRC) under the existing SONGS operating license, the Applicant commits to implementing the following APMs to ensure that impacts from exposure to radioactive materials would be further minimized. Beyond the license-related existing plans and

<sup>6</sup> State CEQA Guidelines, section 15378. See MR-1 *Project Definition*.

programs and the APMs, there are no feasible MMs that would further reduce potential significant effects associated with radiological releases.

Implementation of **APM-1, APM-4, APM-12, APM-13, and APM-14** would minimize this impact by assuring the proper treatment of radiological and non-radiological wastes, suppressing potentially contaminated dust, controlling the runoff of potentially contaminated surface waters, and reducing impacts related to onshore and offshore spills of hazardous substances. Implementation of **APM-1, APM-4, APM-12, APM-13, and APM-14** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease to reduce this impact, although as discussed below, the Commission conservatively finds the impact would remain significant and unavoidable.

**APM-1: Waste Management Program**

**APM-4: Dust Suppression**

**APM-12: Stormwater Pollution Prevention Plan (SWPPP)**

**APM-13: Spill Prevention Control and Countermeasure (SPCC) Plan**

**APM-14: Spill Contingency Plan**

Implementation of these processes, procedures, and measures is intended to lower the probability and intensity of impacts associated with the accidental release of hazardous radioactive materials during decommissioning and disposal to a level that would be considered less than significant by experts in the field. No feasible MMs have been identified by CSLC that would be capable of substantial further reduction of the risk. In its environmental assessment of decommissioning activities, the NRC classifies impacts that do not exceed permissible levels in their regulations as SMALL.<sup>7</sup> The NRC has concluded that the radiological impacts of decommissioning activities and of non-spent-fuel related radiological accidents are SMALL.<sup>8</sup>

In its environmental analysis, the NRC distinguishes between design basis accidents (DBAs) and non-design basis accidents (severe accidents). DBAs are evaluated by the NRC and the licensee to establish preventive and mitigative safety systems – put more simply, DBAs are those accidents that can be reasonably planned and designed for. Severe accidents are those that are possible but less probable. An example of a severe accident at an operating plant would be the event at Unit 2 of Three Mile Island that resulted in the unit's shutdown.<sup>9</sup>

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<sup>7</sup> NRC, Final Generic Environmental Impact Statement (GEIS) on Decommissioning of Nuclear Facilities Supplement (NUREG-0586, 2002), at pp. 1-9, available at [www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0586/](http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0586/).

<sup>8</sup> *Id.* at pp. 4-38 and 4-43.

<sup>9</sup> *Id.* at p. 3-27.

The NRC's impact conclusions related to radiological impacts and accidents during decommissioning are based on the low probability of the impact occurring rather than the potentially high consequence of such an accident.<sup>10</sup> The Three Mile Island example above (which occurred at an operating plant, not during decommissioning) demonstrates that severe accidents are not impossible, though they are improbable.

Although this analysis supports the conclusion that implementation of the Proposed Project's established programs, processes, and procedures would substantially lower the probability that exposure to radioactive materials would occur, the EIR took a conservative approach in its post-mitigation conclusion and discloses for CEQA informational purposes that there is an inherent risk of radiological exposure at any facility where hazardous radiological materials are present and, while extremely unlikely, the potential cannot be fully eliminated. The NRC has stated in environmental review documents that

*The consequences of a severe (or beyond-design-basis) accident, if one occurs, could be significant and destabilizing. The impact determinations for these accidents, however, are made with consideration of the low probability of these events. The environmental impact determination with respect to severe accidents, therefore, is based on the risk, which the NRC defines as the product of the probability and the consequences of an accident. This means that a high-consequence low-probability event, like a severe accident, could therefore result in a small impact determination, if the risk is sufficiently low.*<sup>11</sup>

Due to the very low probability, but potentially high-consequence of the risk that the release of hazardous radioactive materials during decommissioning and disposal could lead to radiation exposures that could adversely affect the health of workers and the public, the Commission conservatively finds that impacts associated with a potential radiological release cannot be entirely dismissed, and there remains a potentially significant and unavoidable impact.

LEVEL OF SIGNIFICANCE AFTER MITIGATION. This impact is considered potentially significant and unavoidable.

### **APM-23: ISFSI Radiation Monitoring**

The following APM is a voluntary commitment by the Applicant for greater transparency and assurance to the public. After the Final EIR's release, it was proposed by the Applicant during lease negotiations as a public informational measure in response to public and staff requests for greater transparency. Because it is only a monitoring measure, this measure is for public information purposes and does not mitigate or

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<sup>10</sup> *Id.* at pp. 4-39 to 4-41 and 4-43. See also NRC GEIS for Continued Storage of Spent Nuclear Fuel (NUREG-2157, September 2014) at p. 4-73: "a high-consequence low-probability event, like a severe accident, could therefore result in a small impact determination, if the risk is sufficiently low." (Available at <https://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr2157/>.)

<sup>11</sup> NRC, GEIS for Continued Storage of Spent Nuclear Fuel (NUREG-2157), at p. 4-73.

otherwise affect the significance of impacts of the Proposed Project in general or Impact HAZ-1 in particular.

APM-23: ISFSI Radiation Monitoring

- As soon as feasible but no later than commencement of the Proposed Project, the applicant or its contractor will install and maintain an ISFSI gamma radiation monitoring system (IRMS) to supply a real time radiation data stream to local and state agencies
- The IRMS will be comprised of three gamma radiation detectors to monitor radiation levels at the ISFSI perimeter and one gamma radiation detector at a remote location to monitor background radiation levels
- The radiation detectors will be capable of measuring radiation levels from 1  $\mu$ rem/hr to 10 rem/hr
- Data from the IRMS will be streamed real time to three agencies:
  - Orange County Emergency Management (OCEM)
  - San Diego County Office of Emergency Services (SDOES)
  - California Department of Public Health (CDPH) Radiologic Health Branch (RHB)
- Applicant will provide funding for a designated agency to publish monthly reports for public review summarizing high, low and average radiation levels for each day
- Monitoring and reporting will continue until all Spent Nuclear Fuel (SNF) has been removed from the SONGS site
- Location: onshore

For additional information on this APM, please refer to Exhibit C, Attachment C-1.

**CEQA FINDING NO. HAZ-2**

Impact: **HAZ-2. Additional Emergency Response Capabilities Required During Decommissioning.** The NRC approved the emergency response capability at SONGS for the current level of risk associated with baseline operations and conditions, and consequences of accident events. In addition, SONGS Units 2 and 3 reactors that are being decommissioned are subject to NRC emergency planning requirements.

- Finding(s): (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the Commission. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- (3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the EIR.

**FACTS SUPPORTING THE FINDING(S)**

The capability to respond to emergencies during decommissioning is a critical component of the Radiation Protection Program at operating and shut-down nuclear power plants. The Program is needed to ensure employees are qualified and capable of conducting all operations safely and in compliance with regulations and are trained in emergency response. The impact is based on whether SONGS would maintain the capability to respond to emergencies that could occur during decommissioning, including the ability to effectively mitigate spills, fires, and other accident conditions involving radioactive material.

On November 30, 2017, the NRC approved the SONGS Permanently Defueled Emergency Plan (PDEP) – Revision 3, which maintains many of the prior operating emergency planning elements, including around-the-clock, trained emergency personnel on site to address unanticipated events; radiological and environmental monitoring; and drills and close coordination with off-site agencies. The PDEP also addresses potential accidents that could occur at SONGS during the Proposed Project in compliance with NRC requirements and emergency measures. These emergency measures include mitigation, corrective actions, protective measures, and aid for personnel on site. In addition, the PDEP indicates advance arrangements that have been made with off-site organizations for special emergency assistance such as ambulance, medical, hospital, fire, and police services. The PDEP ensures that adequate plans, procedures, and operational practices are implemented to mitigate radiological risks associated with both routine operations and potential accident scenarios. No scenarios associated with on-site decommissioning operations or accidents were identified that would require evacuation of off-site residents

The Applicant does not have authority to evacuate members of the public located beyond the Exclusion Area Boundary; however, SONGS personnel can make protective action “recommendations” to local officials for the protection of public health and safety,

but only government officials and law enforcement have authority to make protective action decisions, such as whether to advise the public to shelter in place or evacuate.

The risk of accidents at a shutdown nuclear plant are lower than those at an operating plant. Proposed Project decommissioning activities would be conducted subject to federal and state safety and emergency planning requirements and in accordance with detailed plans and programs specifically designed for radiological release prevention, minimization, and response. Implementation of these precautionary actions would reduce the risk and intensity of impacts associated with potential radiological release.

No feasible MMs have been identified that would be capable of substantial further reduction of the risk. However, the EIR took a conservative approach in its post-mitigation conclusion and discloses for CEQA informational purposes that even the best-designed and implemented plans, such as safe design of the facilities, contingency plans, training and drills, and availability of emergency response, cannot completely eliminate risk. As stated above in Finding No. HAZ-1, NRC's impact analysis related to radiological incidents during decommissioning is based on the low probability of the impact occurring rather than the potentially high consequence of such an accident. Nonetheless the potential for severe accidents, although extremely unlikely, cannot be fully eliminated.<sup>12</sup>

Even with accident prevention and emergency response measures in place to prevent and minimize exposure to radioactive materials, impacts associated with potential radiological release could potentially result in significant impacts. Due to the very low probability, but potentially high-consequence risk of a severe radiological incident, the Commission conservatively finds that impacts associated with accident prevention and emergency response cannot be entirely dismissed, and there remains a potentially significant and unavoidable impact.

LEVEL OF SIGNIFICANCE AFTER MITIGATION. This impact is considered potentially significant and unavoidable.

**CEQA FINDING NO. HAZ-3**

Impact: **HAZ-3. Exposure to Radioactive Groundwater Contamination.**  
Decommissioning activities may uncover a previously unknown radioactive groundwater plume (or some other groundwater contamination) that could present an additional hazard to workers or the public.

<sup>12</sup> NRC, GEIS on Decommissioning of Nuclear Facilities Supplement (NUREG-0586, 2002), at pp. 4-39 to 4-41 and 4-43. See also NRC, GEIS for Continued Storage of Spent Nuclear Fuel (NUREG-2157, September 2014) at p. 4-73: "a high-consequence low-probability event, like a severe accident, could therefore result in a small impact determination, if the risk is sufficiently low."

- Finding(s): (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the Commission. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- (3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the EIR.

#### FACTS SUPPORTING THE FINDING(S)

Activities proposed as part of the Proposed Project have the potential to uncover sources of groundwater contamination that could result in a hazard to either the workers or the public. In 2006, a low concentration of tritium was detected in groundwater from the location of the Unit 1 reactor structure within the North Industrial Area. Remediation of the contamination was conducted over several years, and as of September 2016, the tritium concentrations tested were below the Lower Limit of Detection values stated in the Applicant's Radiological Environmental Monitoring Program; therefore, groundwater extraction ceased and there have been no indications of a tritium rebound.

During decommissioning, multiple characterization surveys, including well monitoring, are anticipated as part of the Ground Water Protection Program and the NRC-required Radiation Protection Program. A discovery of a radioactive plume near or in the North Industrial Area or in any part of the SONGS Units 2 and 3 areas would create another exposure pathway to workers, and affect how release-criterion and guideline levels are developed.

Continued awareness of this hazard is important throughout decommissioning. Existing effluent monitoring would continue, and the measures required by the NRC-required Radiation Protection Program and Groundwater Protection Program would substantially reduce the likelihood of inadvertent exposure of workers or the public to pre-existing radiological contamination and prevent additional radiological groundwater contamination. As stated above in Finding No. HAZ-1, NRC's impact analysis related to radiological incidents during decommissioning is based on the low probability of the impact occurring rather than the potentially high consequence of such an accident, and although extremely unlikely, the potential cannot be fully eliminated.<sup>13</sup>

No feasible MMs have been identified that would be capable of substantial further reduction of the risk. However, the EIR took a conservative approach in its post-mitigation conclusion and discloses for CEQA informational purposes that even the best-designed and implemented plans cannot eliminate all risk, and with implementation of the Proposed Project's established programs, processes, and procedures to prevent exposure to radioactive materials, the potential for impacts associated with potential

<sup>13</sup> NRC, GEIS on Decommissioning of Nuclear Facilities Supplement (NUREG-0586, 2002), at pp. 4-39 to 4-41 and 4-43. See also NRC, GEIS for Continued Storage of Spent Nuclear Fuel (NUREG-2157, September 2014) at p. 4-73: "a high-consequence low-probability event, like a severe accident, could therefore result in a small impact determination, if the risk is sufficiently low."



radiological release through groundwater contamination could result in a high consequence event with significant impacts.

Due to the very low probability, but potentially high-consequence risk of a potential radiological release through groundwater contamination, the Commission conservatively finds that impacts associated with potential radiological release through groundwater contamination cannot be entirely dismissed, and there remains a potentially significant and unavoidable impact.

LEVEL OF SIGNIFICANCE AFTER MITIGATION. This impact is considered significant and unavoidable.

## 2. AIR QUALITY

### CEQA FINDING NO. AQ-3

Impact: **AQ-3. Result in a Cumulatively Considerable Net Increase of Any Criteria Air Pollutant for which the Project Region is in Nonattainment.** The Proposed Project could create nitrogen oxide (NO<sub>x</sub>) pollutant emissions within the South Coast Air Quality Management District (SCAQMD) and the Mojave Desert Air Quality Management District (MDAQMD) jurisdictions that exceed thresholds.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant environmental effect as identified in the EIR.

(3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the EIR.

### FACTS SUPPORTING THE FINDING(S)

Peak daily NO<sub>x</sub> emissions for the Proposed Project would exceed applicable daily screening-level thresholds in both SCAQMD and MDAQMD. Most of the NO<sub>x</sub> emissions would be from truck traffic and marine vessels within SCAQMD jurisdiction, and from rail locomotives within MDAQMD jurisdiction.

Mitigation that would be effective must feasibly control emissions for the major NO<sub>x</sub> sources such as off-road equipment, heavy haul trucks, marine vessels, and locomotives. However, NO<sub>x</sub> MMs are constrained by what the Applicant can directly address or impose on the decommissioning contractor(s). For example, the Applicant cannot impose locomotive emissions standards on Sun Pacific Railroad or BNSF, so locomotive emissions mitigation is not considered feasible. However, the imposition of emissions standards on off-road equipment, trucks, and marine vessels used is feasible as these services would be competitively bid services where these requirements can be required through contract provisions. The level of the imposed mitigation is an additional

constraint that must be considered, such as the availability of marine vessels with engines that meet any given emissions tier standard.

**APM-3** would apply to most of the haul trucks that would be used, almost all of which would likely be fueled by diesel, not gasoline or alternative fuels; and the amount of Class B and C waste trips are negligible in comparison with the other haul trips. With implementation of **APM-3**, the impact related to NO<sub>x</sub> emissions would be reduced, but not to a less than significant level. **MM AQ-3a** and **MM AQ-3b** would further reduce the Proposed Project's NO<sub>x</sub> emissions to the maximum feasible extent. Implementation of **APM-3**, **MM AQ-3a**, and **MM AQ-3b** has been incorporated into the Proposed Project through enforceable measures in the MMP, which is incorporated into the lease to reduce this impact.

### **APM-3: Vehicle Emission Reductions**

#### **MM AQ-3a: Off-Road Equipment Emissions Control**

#### **MM AQ-3b: Marine Vessel Emissions Control**

While the proposed APM and MMs would help reduce the Proposed Project's NO<sub>x</sub> emissions, those emissions, specifically the daily NO<sub>x</sub> emissions within the SCAQMD, would remain above the screening-level emissions threshold. Therefore, the impacts associated with NO<sub>x</sub> emissions would remain significant and unavoidable.

LEVEL OF SIGNIFICANCE AFTER MITIGATION. This impact is considered significant and unavoidable.

## **E. FINDINGS ON ALTERNATIVES**

As explained in *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal. App. 4th 957, 999-1000:

*When it comes time to decide on project approval, the public agency's decisionmaking body evaluates whether the alternatives [analyzed in the EIR] are actually feasible.... At this final stage of project approval, the agency considers whether '[s]pecific economic, legal, social, technological, or other considerations...make infeasible the mitigation measures or alternatives identified in the environmental impact report.' Broader considerations of policy thus come into play when the decisionmaking body is considering actual feasibility than when the EIR preparer is assessing potential feasibility of the alternatives [citations omitted].*

### **1. ALTERNATIVES ELIMINATED FROM DETAILED CONSIDERATION**

Based on comments received during public scoping in 2016, the Commission identified a broader range of alternatives than it typically would, including a number of alternatives that are outside the Commission's jurisdiction and that would be dependent on decisions by other agencies for implementation. Eleven alternatives were initially considered during the EIR scoping process, but the eight alternatives listed below were

eliminated from further analysis in the EIR because after further evaluation they were determined to be infeasible and not meriting detailed analysis. The Commission finds these alternatives are infeasible, would not meet most of the project objectives, and/or would not reduce or avoid any of the significant effects of the Proposed Project for the reasons detailed in FEIR Part III, Sections 5.2, *Selection of Alternatives* and 5.3, *Alternatives Eliminated from Further Consideration*:

- 1. Crush Conduits in Place**
- 2. Local Relocation of the Approved ISFSI in 2035**
- 3. Full Removal of Shoreline Structures**
- 4. Final End-State Restoration Options**
- 5. Future Uses for the SONGS Site**
- 6. Accelerated Removal of SNF from SONGS**
- 7. Alternate Sites for Disposal of SNF and Other HLW**
- 8. In-State Disposal of Non-Radioactive Waste and Recycling**

## **2. ALTERNATIVES ANALYZED IN THE EIR**

The four alternatives analyzed in the EIR represent a reasonable range of potentially feasible alternatives that could reduce one or more significant impacts of the Proposed Project. These alternatives include:

- 1. No Project Alternative**
- 2. Full Removal of Offshore Conduits**
- 3. Partial Removal of Offshore Conduits**
- 4. Full (or Partial) Removal of Onshore Subsurface Structures**

Implementation of the first three alternatives would be within CSLC's jurisdiction, unlike a number of the alternatives that were not selected for detailed analysis in the EIR. For the fourth alternative (Full (or Partial) Removal of Onshore Subsurface Structures), the offshore aspects of the alternative would be within CSLC's jurisdiction and would be identical with the Proposed Project. Although the DoN has not yet decided on onshore restoration requirements, this alternative is considered a reasonable scenario for what may be required. As presented in the EIR, the alternatives were described and compared with each other and with the proposed Project.

Under State CEQA Guidelines section 15126.6, subdivision (e)(2), if the No Project Alternative is identified as the environmentally superior alternative, the EIR must also identify an environmentally superior alternative among the other alternatives. Based on

the analysis contained within the EIR, the CSLC has determined that the No Project Alternative would be environmentally superior as it would avoid impacts on the marine environment that are not avoided by the Proposed Project or the other alternatives. Among the other alternatives, the Proposed Project is the Environmentally Superior Alternative because it would have the smallest impact on the marine environment and would have impacts either less than or identical to the other alternatives related to onshore decommissioning activities.

Taking into account economic, environmental, social, technological, and legal factors, the Commission finds that the four alternatives analyzed in the EIR are infeasible for the reasons stated below, which are supported by substantial evidence in the record:

- 1. No Project Alternative.** As noted above, this alternative is the environmentally superior alternative. Under this alternative, onshore decommissioning activities of the Proposed Project would still take place, because CSLC's lease approval associated with the Proposed Project is limited to the CSLC Lease Offshore Activities. Thus, onshore impacts of the Proposed Project would still occur, including the significant and unavoidable Air Quality and Hazardous and Radiological Materials impacts (Impacts AQ-3, HAZ-1, HAZ-2, and HAZ-3). Under this alternative the new CSLC lease requested by the Applicant would not be approved, CSLC Lease Offshore Activities would not occur, and the existing lease would expire in 2023. However, ongoing discharges through the offshore conduits would continue, including sewage treatment plant effluent, storm water, and wastewater, as well as new discharges of treated water from the spent fuel pools related to onshore decommissioning, in accordance with the SONGS National Pollutant Discharge Elimination System (NPDES) permit. Although the impacts associated with the removal of offshore components would not occur under this alternative, the alternative does not meet the Applicant's proposed objectives and it would not meet CSLC's requirement to dispose of the offshore facilities in a manner that minimizes navigational hazards as part of the SONGS decommissioning process, and is therefore infeasible.
- 2. Full Removal of Offshore Conduits.** This alternative would meet the Proposed Project objectives and represents the fullest exercise of the CSLC's discretion regarding the end-state disposition of the conduits. However, this alternative would likely result in greater environmental impacts than the Proposed Project, including impacts related to air quality, biological resources, water turbidity, and water quality, due to the additional disturbance to the seafloor associated with full conduit removal compared to the Proposed Project. These additional impacts would increase the disturbance of marine habitat associated with conduit removal activities from just over 1 acre under the Proposed Project, to approximately 20 acres. In addition, radiological risks could increase compared to the Proposed Project as the increased dredging of ocean sediments under the buried components could release materials with detectable amounts of radiation, which would then be suspended by ocean currents (also refer to FEIR Part III, Section 5.4.2.2, *Full Removal of Offshore Conduits – Environmental Impact Analysis*). Therefore, the Commission finds this alternative is not environmentally superior, and is therefore considered environmentally infeasible.

- 3. Partial Removal of Offshore Conduits.** This alternative would meet the Proposed Project objectives and may fulfill the CSLC lease requirements, which provides the CSLC with discretion regarding the end-state requirements for improvements. However, this alternative would likely result in greater environmental impacts than the Proposed Project, including impacts related to air quality, biological resources, water turbidity, and water quality, due to the additional disturbance to the seafloor associated with partial conduit removal compared to the Proposed Project. These additional impacts include full removal of the SONGS Unit 2 and Unit 3 offshore intake and discharge conduits from the seawall to approximately 300 feet offshore. As with the Full Removal of Offshore Conduits Alternative, partial removal of the conduits would result in additional impacts to marine habitat and the potential release of contaminated materials due to expanded dredging efforts (see summary in FEIR Part III, Table 5-6). Therefore, the Commission finds this alternative is not environmentally superior, and is therefore considered environmentally infeasible.
- 4. Full (or Partial) Removal of Onshore Subsurface Structures.** Due to the additional onshore ground disturbance and additional construction activities associated with removal of onshore subsurface structures, this alternative would likely result in greater environmental impacts than the Proposed Project. The criteria air pollutant emissions from this alternative would be higher than those from the Proposed Project, perhaps substantially higher, due to the additional onshore work required. NO<sub>x</sub> emission impacts within the SCAQMD jurisdiction would remain significant and unavoidable; however, the increase in work activity at the SONGS site may also cause the San Diego County NO<sub>x</sub> emissions impacts to increase to a significant and unavoidable level. In addition, deeper onshore excavations would increase the potential to encounter groundwater, and the likelihood for encountering contaminated groundwater would be greater than the Proposed Project (also refer to FEIR Part III, Table 5-8). Therefore, the Commission finds this alternative is not environmentally superior, and is therefore considered environmentally infeasible.

## 4.0 STATEMENT OF OVERRIDING CONSIDERATIONS

### A. INTRODUCTION

The Final EIR prepared by the Commission as lead agency under CEQA for the SONGS Units 2 & 3 Decommissioning Project (SCH No. 2016071025) identifies significant impacts of the Proposed Project that cannot feasibly be mitigated to below a level of significance. Pursuant to Public Resources Code section 21081 and section 15043 of the State CEQA Guidelines, the Commission may approve a project even though it will cause a significant effect on the environment, if the Commission makes a fully informed and publicly disclosed decision that there is no feasible way to lessen or avoid the significant effect, and specifically identified expected benefits from the project outweigh the policy of reducing or avoiding significant environmental impacts of the project.

State CEQA Guidelines section 15093 states in part:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."*
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.*

This Statement of Overriding Considerations presents a list of (1) the specific significant effects on the environment attributable to the Proposed Project that cannot feasibly be mitigated to below a level of significance, (2) benefits derived from the Proposed Project, and (3) specific reasons for approving the lease associated with the Proposed Project.

Although the Commission has imposed MMs to reduce impacts, some impacts remain that are considered significant after application of all feasible mitigation. Significant impacts of the Proposed Project fall under two resource area[s]: Hazardous and Radiological Materials and Air Quality (see Tables 1 and 2). These impacts are specifically identified and discussed in more detail in the Commission's CEQA Findings above and in the Final EIR. The Commission finds that all MMs identified in the Final EIR have been imposed to avoid or lessen impacts to the maximum extent feasible. (Impacts and mitigation measures are identified and discussed throughout Section 4.0 of the Final EIR. A summary of all impacts and MMs is provided in the Mitigation Monitoring Program, adopted as part of lease approval, as set forth in Exhibit C). While

the Commission has imposed all feasible MMs, the following impacts remain significant for purposes of adopting this Statement of Overriding Considerations.

**Table 2 – Significant and Unavoidable Impacts Identified for the Proposed Project**

Impact	Impact Description
<b>Hazardous and Radiological Materials</b>	
<b>HAZ-1: Release of Hazardous Radioactive Materials during Decommissioning and Disposal</b>	<p>Nearly all decommissioning activities have the potential for radiation exposures that could adversely affect the health of workers and the public, including the D&amp;D activities contemplated for the Project, even though nuclear power production at SONGS has ceased and nuclear fuel has been removed from the Units 2 and 3 reactor cores. Decommissioning activities would be performed subject to federal, state, and local requirements and would incorporate established industry-standard processes and procedures designed to reduce the probability and consequences of accidental releases to the environment, and radiological impacts associated with fugitive dust and contaminated soils and exposures related to liquid effluents are expected to be well within acceptable federal regulatory limits. Although implementation of the Project’s established programs, processes, and procedures would substantially lower the probability that exposure to radioactive materials would occur, there is a potentially high-consequence of any risk of radiation exposures that could adversely affect the health of workers and the public. The potential for radiological releases and emergency response largely relate to aspects of the Project that are outside of the jurisdiction and authority of the Commission and no additional feasible MMs have been identified. Because the potential for release of radioactive materials, although highly unlikely, cannot be entirely dismissed, the Commission conservatively found impacts associated with a potential radiological release cannot be entirely dismissed, and there remains a potentially significant and unavoidable impact.</p>
<b>HAZ-2: Additional Emergency Response Capabilities Required During Decommissioning</b>	<p>The capability to respond to emergencies during decommissioning is a critical component of the Radiation Protection Program at operating and shut-down nuclear power plants. The Program is needed to ensure employees are qualified and capable of conducting all operations safely and in compliance with regulations and are trained in emergency response. The impact is based on whether SONGS would maintain the capability to respond to emergencies that could occur during decommissioning, including the ability to effectively mitigate spills, fires, and other accident conditions involving radioactive material. The potential for emergency response impacts from radiological releases largely relate to aspects of the Project that are outside of the jurisdiction and authority of the Commission and no additional feasible MMs have been identified. Because the potential for emergency response impacts due to release of radioactive materials, although highly unlikely, cannot be entirely dismissed, the Commission conservatively found impacts associated with emergency response</p>

	capabilities cannot be entirely dismissed, and there remains a potentially significant and unavoidable impact.
<b>HAZ-3: Exposure to Radioactive Groundwater Contamination</b>	Activities proposed as part of the Proposed Project have the potential to uncover sources groundwater contamination that could result in a hazard to either the workers or the public. Existing effluent monitoring would continue, and NRC-required Ground Water and Radiation Protection Programs would be implemented, along with industry-standard practices to contain existing contamination and prevent new radiological groundwater contamination. No feasible MMs have been identified that would be capable of substantial further reduction of the risk. The potential for radiological releases through groundwater contamination largely relate to aspects of the Project that are outside of the jurisdiction and authority of the Commission and no additional feasible MMs have been identified. Because the potential for release of radioactive materials through contaminated groundwater, although highly unlikely, cannot be entirely dismissed, the Commission conservatively found impacts associated with a potential contaminated groundwater radiological release cannot be entirely dismissed, and there remains a potentially significant and unavoidable impact.
<b>Air Quality</b>	
<b>AQ-3: Result in a Cumulatively Considerable Net Increase of Any Criteria Air Pollutant for which the Project Region is in Nonattainment</b>	Peak daily NO <sub>x</sub> emissions for the Proposed Project would exceed applicable daily screening-level thresholds in both SCAQMD and MDAQMD. Most of the NO <sub>x</sub> emissions would be from truck traffic and marine vessels within SCAQMD jurisdiction, and from rail locomotives within MDAQMD jurisdiction.

**B. BALANCING OF BENEFITS AND RISKS ASSOCIATED WITH LEASE APPROVAL**

State CEQA Guidelines section 15093, subdivision (a), requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project.

Decommissioning of the majority of the CSLC Lease Facilities (CSLC Lease Offshore Activities) is part of a larger action by the Applicant to address NRC and landowner requirements to decommission SONGS through the SONGS Decommissioning Plan, which has three components: (1) the Approved Independent Spent Fuel Storage Installation [ISFSI] Operation and Maintenance; 2) the Proposed Project (activities from 2019 through 2028); and 3) Future Activities projected to begin in approximately 2035, after the Proposed Project. The Applicant’s Proposed Project would involve D&D, and removal of certain above- and below-grade facilities of SONGS to meet NRC requirements for unrestricted use; disposition of the Units 2 & 3 offshore conduits; and removal of navigational and environmental monitoring buoys and anchors. The CSLC



lease approval associated with the Proposed Project is limited to the Project's CSLC Lease Offshore Activities.

Narrow tailoring of the Proposed Project would limit environmental impacts of the Proposed Project both onshore and offshore, such as by limiting the amount of offsite disposal waste to the minimum needed to comply with NRC unrestricted use regulations, and by avoiding disturbance of the conduit trenches (see FEIR Part II, Comment Set PT1: *Participants (Cover Letter)*, p. II-600).

According to the Applicant, although radiological materials present an ongoing hazard throughout decommissioning, there are well-established methods and techniques to limit exposures and mitigate the hazard. The long-term impact of the Proposed Project (after all D&D activities are completed) would be substantial and beneficial, and the site would be restored to a condition that permits unrestricted use of the majority of the SONGS site, in compliance with NRC regulations. This would make the onshore site available for a wide variety of land uses, such as restoration to natural conditions, depending on decisions from DoN and applicable state agencies (see FEIR Part II, Comment Set PT1: *Participants (Cover Letter)*, p. II-599).

The Proposed Project would also create a long-term beneficial impact to the coastal viewshed by removing most of a prominent coastal energy facility's above-ground structures, systems, and components (SSCs) that block views of the Pacific Ocean, helping return the area to a more natural state consistent with the surrounding coastal landscape and improving visual quality. In addition, backfilling and grading stabilization activities would restore the area to a level grade. These activities are consistent with San Diego County policies and goals for natural scenic resources and maintaining aesthetic features of the surrounding scenic landscape (see FEIR Part III, Section 4.2.4, *Aesthetics – Impact AES-1*). Public views of the San Onofre Bluffs, San Onofre Surf Beach, and from the Pacific Coast Bike Route and the public beach access walkway along the SONGS seawall would all be improved (see FEIR Part III, Section 4.2.4, *Aesthetics – Impact AES-3*).

Offshore marine navigation and safety conditions would also be improved by the Proposed Project through removal of the largest components of the offshore conduits that extend above the seafloor, removing a potential obstacle to boats or humans in the water (see FEIR Part II, Comment Set PT1: *Participants (Cover Letter)*, p. II-599).

Regarding economic impacts, FEIR Part III, Section 8.3.2 *Environmental Justice Considerations – Environmental Considerations* describes how Proposed Project activities would result in beneficial economic impacts to the local area, some of which may be received by disadvantaged persons. Beneficial economic and tax base impacts would occur from expenditures of worker wages and salaries, as well as from the procurement of goods and services required for Proposed Project activities and sales taxes generated from goods and services purchased by workers. Additionally, existing

Southern California Edison (SCE) agreements would require the use of local union and non-union workers for Proposed Project activities, which would further the potential for economic benefits at a localized level.

### **C. COMMISSION ADOPTION OF STATEMENT OF OVERRIDING CONSIDERATIONS**

As noted above, under Public Resources Code section 21081, subdivisions (a)(3) and (b) and State CEQA Guidelines section 15093, subdivision (a), the decision-making agency is required to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or state-wide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve a project. For purposes of CEQA, if these benefits outweigh the unavoidable significant environmental effects of a proposed project, the decision-making agency may approve the underlying project. CEQA, in this respect, does not prohibit the Commission from approving the lease associated with the Proposed Project, even if the activities authorized by that approval may cause significant and unavoidable environmental effects.<sup>14</sup> This balancing is particularly difficult given the significant and unavoidable impacts on the resources discussed in the EIR and these Findings. Nevertheless, the Commission finds, as set forth below, that the benefits anticipated by implementing the Proposed Project outweigh and override the expected significant effects.

The CSLC has balanced the benefits of the Proposed Project against the significant unavoidable impacts that will remain after approval of the lease as a component of the Proposed Project and with implementation of all feasible mitigation in the EIR that is adopted as enforceable conditions of the Commission's approval of the lease. Based on all available information, the Commission finds that the benefits of the Proposed Project outweigh the significant and unavoidable adverse environmental effects. The Commission adopts and makes this Statement of Overriding Considerations with respect to the impacts identified in the EIR and these Findings that cannot be reduced to a less than significant level. Each benefit set forth above or described below constitutes an overriding consideration warranting approval of the lease associated with the Proposed Project, independent of the other benefits, despite each and every significant unavoidable impact.

The Commission has considered the Final EIR and all of the environmental impacts described therein, including those that cannot be mitigated to a less than significant level and those that may affect Public Trust uses of State sovereign land. Based on the foregoing and pursuant to Public Resources Code section 21081 and State CEQA Guidelines section 15093, the Commission has considered the fiscal, economic, legal,

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<sup>14</sup> However, as stated in Section 3.D.1. of the Findings, impacts related to Hazardous and Radiological Materials are not a reasonably foreseeable consequence of the Commission's approval. The Commission makes Findings on Hazardous and Radiological Materials as part of its responsibility under CEQA to review and analyze the environmental impacts of "the whole of the action" and to maximize disclosure to decisionmakers and the public, despite the Commission's limited authority over onshore and radiological aspects of the Project.

social, environmental, and public health and safety benefits of the Proposed Project and has balanced them against the Proposed Project's significant and unavoidable adverse environmental impacts and, based upon substantial evidence in the record, has determined that the benefits of the Proposed Project outweigh its adverse environmental effects. The Commission finds that the remaining significant unavoidable impacts of the Proposed Project are acceptable in light of these benefits. Such benefits outweigh such significant and unavoidable impacts of the Project and provide the substantive and legal basis for this Statement of Overriding Considerations.

The Commission finds that to the extent that any impacts identified in the Final EIR remain unmitigated, mitigation measures have been required to the extent feasible, although the impacts could not be reduced to a less than significant level. Based on the above discussion, the CSLC finds that the benefits of the Proposed Project outweigh the significant unavoidable impacts that could remain after mitigation is applied and considers such impacts acceptable.

**EXHIBIT E**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

County: San Diego

**LEASE NO. PRC 6785.1**

This Lease consists of this summary and the following attached and incorporated parts:

- Section 1 Basic Provisions
- Section 2 Special Provisions Amending or Supplementing Section 1 or 3
- Section 3 General Provisions
- Exhibit A Land Description
- Exhibit B Site and Location Map
- Exhibit C Mitigation and Monitoring Program
- Exhibit D Lease Management Reimbursement Agreement
- Exhibit E Performance Guaranty

**SECTION 1**

**BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202) (Commission), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **Southern California Edison Company, San Diego Gas and Electric Company, and the City of Riverside**, hereinafter individually or collectively, as the context may

require, referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

Lessor, Lessee, and the City of Anaheim (Anaheim) previously entered into a lease of the Lease Premises pursuant to that certain Lease No. PRC 6785.1, authorized by the California State Lands Commission on January 31, 1985 and executed June 11, 1985 (as amended from time to time (Original Lease)). Anaheim assigned its entire interest in the Original Lease to Southern California Edison Company, and ceased being a party to the Original Lease, through an Assignment of Lease Interest approved by the Commission at its meeting of November 21, 2006. (Item 38, November 21, 2006.) This Lease shall be effective, and the Original Lease shall be terminated, upon the execution of this Lease by the Lessor and Lessee. Upon such execution, all provisions of the Original Lease are hereby superseded in their entirety and replaced herein and the Original Lease shall have no further force or effect.

*[Remainder of Page Intentionally Left Blank]*

**MAILING ADDRESS:** Southern California Edison  
Government Lands/Real Properties  
Two Innovation Way, 280-I  
Pomona, CA 91768

City of Riverside  
Office of the City Clerk  
3900 Main Street, 7<sup>th</sup> Floor  
Riverside, CA 92522

San Diego Gas & Electric Company  
8335 Century Park Ct., CP 1-2A  
San Diego, CA 92123  
Attn: Real Estate

**LEASE TYPE:** General Lease – Industrial Use

**LAND TYPE:** Sovereign

**LOCATION:** Pacific Ocean, San Onofre, as described in Exhibit A and depicted in Exhibit B (for reference purposes only), both attached and by this reference made a part hereof.

**LAND USE OR PURPOSE:** Use, maintenance, and decommissioning of existing offshore improvements associated with the San Onofre Nuclear Generating Station (SONGS) Units 2 and 3, consisting of two offshore intake conduits and two offshore discharge conduits and associated appurtenances, five navigational and monitoring buoys, one fish return conduit, four Large Organism Exclusion Devices, and riprap.

**TERM:** 16 years; beginning March 21, 2019; ending March 20, 2035, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** \$319,124 per year, with an annual Consumer Price Index adjustment as provided in Title 2 of the California Code of Regulations section 3, subdivision (e); and subject to modification as detailed in paragraph 3 of Section 2, Special Provisions.

**AUTHORIZED IMPROVEMENTS:**

X **EXISTING:** SONGS Units 2 and 3 improvements consisting of two 18-foot diameter offshore intake conduits and two 18-foot diameter offshore discharge conduits and associated appurtenances; three environmental monitoring buoys and two navigational buoys; a fish return conduit; four Large Organism Exclusion Devices (LOEDs), and a portion of riprap along the shore seaward of the ordinary high-water mark.

\_\_\_\_\_ **TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY:**

**AND BE COMPLETED BY:**

**LIABILITY INSURANCE:** Liability insurance in an amount no less than \$10,000,000 per occurrence, or equivalent staff-approved self-insurance program. Lessee Southern California Edison Company may provide the insurance required by this provision on behalf of all Lessees and Anaheim.

**SURETY BOND OR OTHER SECURITY:**

1. Performance guaranty executed in 2014 (attached as Exhibit E)
  2. Bond: \$75,000,000
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**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,  
REVISED, OR SUPPLEMENTED AS FOLLOWS:**

1. In compliance with the California Environmental Quality Act (CEQA), a Final Environmental Impact Report No. 784 (SCH No. 2016071025) (hereinafter, Final EIR) was prepared and certified by the Lessor for this Agreement and is on file in the offices of the Lessor. The offshore decommissioning work allowed under this lease is described in the Project Description (Chapter 2) of the Final EIR and defined as the CSLC Lease Offshore Activities and do not include Future activities described in the Final EIR. Consistent with Section 2, Paragraph 5 and Section 3, Paragraph 5(a), Future Activities will be subject to separate review by the Commission, including but not limited to environmental review when these activities are sufficiently known. Nothing in this lease shall be interpreted to restrict or waive Lessor's right or ability to require Lessee, as part of the Future Activities described in the Final EIR and prior to termination of this Lease, to remove any or all structures, including any or all of the discharge conduit diffuser ports that remain after completion of the CSLC Lease Offshore Activities. The ultimate disposition of the Units 2 and 3 conduits and any appurtenances remaining within Commission jurisdiction after implementation of the Proposed Project will be considered at the time of lease expiration in 2035 or when Future Activities are proposed and have undergone environmental review.
2. Lessor acknowledges that Southern California Edison Company holds 78.21 percent interest, San Diego Gas and Electric Company a 20 percent interest, and the City of Riverside a 1.79 percent in the San Onofre Nuclear Generating Station and appurtenant structures subject to this Lease. This acknowledgement does not individually release, modify, or apportion any of each Lessee's obligations or liability under this Lease.
3. **BASE RENT - PERIODIC ADJUSTMENT**
  - a. Notwithstanding the provisions of Section 3 Paragraph 3, Lessor may, at its option, elect to establish a new Base Rent on each fifth anniversary of this Lease. The new Base Rent may be established using any methods and other factors specified in Title 2 of the California Code of Regulations section 2003, deemed suitable for the circumstances and in the State's best interests.
  - b. If Lessor elects to prepare an appraisal to establish a new Base Rent, Lessee may, at its option, also provide a timely independent appraisal at its sole expense for Lessor's review and consideration. Prior to Lessee's contracting for such appraisal, Lessor and Lessee shall

negotiate in good faith and agree upon the terms and conditions for such third-party appraisal, including but not limited to the highest and best use, appraisal methodology and minimum appraiser credentials. Such appraisal shall be prepared in accordance with generally accepted appraisal standards as they are adopted from time to time by the Appraisal Standards Board of the Appraisal Foundation, and Lessor's Appraisal Guidelines.

- c. The new Base Rent shall thereafter be used as a basis to calculate the adjusted rent for subsequent years, through application of the provisions specified herein until a new Base Rent is established.
  - d. Should Lessor elect not to exercise its right to establish a new Base Rent on each fifth anniversary of this Lease, it may do so at any one of the next four anniversaries following such fifth anniversary, without prejudice to its right to elect to establish a new Base Rent on the next or succeeding tenth anniversary. No Base Rent modification shall become effective unless Lessee is given at least 30 days' notice prior to the date of the Commission meeting wherein the new Base Rent is considered, or 30 days' notice prior to the effective date of the new Base Rent, whichever provides a greater notice period.
  - e. If a new Base Rent is not established, rent shall continue to be adjusted annually as provided in Section 1 of this lease.
4. In the event this Lease is assigned or terminated prior to its expiration date from any cause whatsoever, the annual rental paid in advance shall not be prorated.
  5. Lessee agrees to submit no later than 5 years prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for restoration of the Lease Premises to be completed no later than the expiration of the lease term, pursuant to Paragraph 13 of Section 3, General Provisions, of this Lease.
  6. Lessee agrees to maintain the Primary Offshore Intake Structure navigational buoys as required by the United States Coast Guard.
  7. Except as provided in Section 2, Paragraph 17, Lessee shall not add or allow the placement by any other party of any additional improvements on the Lease Premises without the prior express written consent of Lessor. Lessee shall remove or cause any such unauthorized improvement to be immediately removed in accordance with all appropriate legal and regulatory requirements.
  8. Lessee shall enter into and execute a lease management reimbursement agreement with Lessor substantially in the form attached as Exhibit D to pay for any and all reasonable costs and expenditures paid or incurred by the Commission, its staff, or both, for review and approval of any plan or related materials or inspections required by this Lease, including but not limited to any documents or reports required by the CEQA. Payment by Lessee shall be in a form and manner required by Lessor's staff and consistent with the requirement of State law.



9. Section 3, Paragraph 8(b) is deleted in its entirety and replaced with the following covenants:
- a. In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorney's fees, specifically including, without limitation, any Damages arising by reason of: (1) the issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) the challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) the death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lessee's use of the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) the condition of the Lease Premises or Improvements on the Lease Premises related to or connected with the Lessee; (5) an act or omission on the Lease Premises by Lessee or any person under the Lessee's control in, on, or about the Lease Premises; (6) any work performed on the Lease Premises or material furnished to the Lease Premises by Lessee or on behalf of Lessee; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.
10. Section 3, Paragraph 13(b)(3) is deleted in its entirety and replaced with the following covenants:
- a. Lessee shall indemnify, defend, and hold Lessor and Lessor's officers, appointees, volunteers, employees, agents, successors, and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law related to Lessee's activities in connection with the Lease; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials by Lessee on the Lease Premises during the Lessee's tenancy. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.
11. Consistent with Section 3, Paragraphs 5 (e) and 6 of this Lease, Lessee acknowledges that the Lease Premises described in Exhibit A of this Lease is subject to the Public Trust and is presently available to members of the public for recreation, waterborne commerce, navigation, fisheries, open space, or other recognized Public Trust uses and that Lessee's use of the Lease Premises shall not interfere or limit the Public Trust rights of the public, provided, however, that such use by the public shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease, including but not limited to Lessee's right to maintain the existing facilities described in Section 1 above, and Lessee's rights to complete the activities described in Section 2, Paragraph 17.

12. Lessee acknowledges that the Lease Premises and adjacent upland are located in an area that may be subject to effects of climate change, including sea-level rise. To prepare for the potential effects of sea-level rise, including flood damage, erosion damage, tsunamis, and damage from waves and storm-created debris, Lessee acknowledges and agrees to the following:
  - a. Hazards associated with sea-level rise may require additional maintenance or protection strategies regarding the improvements on the Lease Premises.
  - b. Consistent with Section 3, Paragraph 8, Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may require additional approval by Lessor pursuant to Section 3, Paragraph 5(a) and be subject to environmental review.
13. Lessee will provide to Lessor's staff the following surveys, performed by a licensed professional land surveyor in consultation with Lessor's staff and according to the Lessor's survey standards:
  - a. in the first year of the lease, a mean high-tide line and topographic survey that shows spot elevations along the beach along the entire length of the riprap placed adjacent to (and shoreward of) the SONGS property and outward 100 feet parallel to the shore on either end of the extent of riprap. This survey will serve as a baseline of information to compare relative sea levels and shoreline changes between the first year of the lease and subsequent years as described in subparagraphs a. and b. below.
  - b. at least 5 years prior to the expiration date of the lease, a mean high-tide line and topographic survey that shows spot elevations along the beach along the entire length of the riprap placed adjacent to (and shoreward of) the SONGS property and outward 100 feet parallel to the shore on either end of the extent of riprap.
  - c. no later than 6 months prior to the expiration date of the lease, a mean high-tide line and topographic survey that shows spot elevations along the beach along the entire length of the riprap placed adjacent to (and shoreward of) the SONGS property and outward 100 feet parallel to the shore on either end of the extent of riprap in the last year of the lease, at least 6 months prior to the expiration date of the lease.
14. Lessee agrees to comply with applicable provisions or standards addressing sea-level rise that may be required or adopted by local, state, or federal agencies related to and affecting the Lease Premises. Lessee shall provide Lessor with an annual summary, to include information identified below, by the anniversary date of each year, beginning March 21, 2020 or a date to be mutually agreed to by Lessee and Lessor's staff. The summary shall include:
  - a. information related to sea-level rise vulnerability, structural integrity, and adaptation capacity of the Lease Premises and the facilities therein. Information shall include, but is not limited to, sea-level rise and beach profile assessments, annual site photographs of shoreline facilities (i.e., riprap), and description of repair and maintenance operations for shoreline facilities. Sea-level rise vulnerability information should consider the medium-

high projection scenarios from the most recent state guidance (issued by the Ocean Protection Council every five years), as well as the extreme H++ projection scenario, in combination with the annual, 20-year-, and 100-year-storm events, as well as King Tides. Pertinent information may be sourced from the Lessee itself or any other research conducted within the region that is relevant to conditions at the Lease Premises.

b. quarterly groundwater elevation data collected from onsite monitoring wells.

15. Paragraphs 9(a) and 9(b) of Section 3 are deleted in its entirety and replaced with the following covenants:
- a. Lessee shall obtain and maintain in full force and effect during the term of this Lease commercial general liability insurance covering bodily injury and property damage, in limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.
  - b. The evidence of insurance shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The liability insurance coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be included as a “certificate holder” and an “additional insured” under the liability insurance policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor’s request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.
16. Lessor and Lessee agree that Lessee may satisfy the requirements of Section 1 “Insurance” and Section 3, Paragraph 9 “Insurance” by providing Lessor with evidence of its self-insurance program being applicable to its activities and improvements authorized by this Lease on the condition that:
- a. Lessor’s staff is satisfied that the self-insurance program adopted and maintained provides coverage equivalent to coverage required under Section 1 and Section 3, Paragraph 9;
  - b. For any line of self-insurance that is regulated by the State of California, Lessee shall provide a copy of Lessee’s self-insurance certification, and each year thereafter Lessee shall provide a copy of the renewal certificate of self-insurance from the relevant State agency; and
  - c. Should Lessee elect to terminate all or any line or lines of self-insurance, Lessee shall, at least 60 days prior to such termination, provide the State with written notice of such termination, accompanied by written evidence of new insurance coverage required by Section 1 and Section 3, Paragraph 9.
17. Lessee will fully carry out, implement, and comply with all mitigation measures and reporting obligations identified as Lessee’s, Applicant’s or Responsible Party’s responsibility as set forth in

the Mitigation Monitoring Program (MMP), part of Final EIR No. 784 (SCH No. 2016071025, prepared and certified by the Lessor for this Agreement) as adopted by Lessor or as modified by Lessor as permitted by law, attached hereto as Exhibit C and by this reference made a part of this Lease.

18. Notwithstanding the provisions of Section 3, Paragraph 13, the existing improvements presently occupying the Lease Premises may be partially removed as follows, consistent with the Project Description (including but not limited to Section 2.3.6. and 2.3.7.) of the Final EIR:
- a. For Primary Offshore Intake Structures, Lessee will remove each LOED and each riser from top of velocity cap down to the bottom riser ring segment that corresponds to the top of the conduit.
  - b. For Auxiliary Offshore Intake Structures, Lessee will remove each LOED and each riser down to the connecting joint (riser collar) on the conduit.
  - c. For Manhole Access port Structures, Lessee will remove each riser down to the connecting joint (riser collar) on the conduit.
  - d. For diffuser ports, Lessee will remove all the risers completely all the way down to the connecting joint (riser collar) on the conduit. Lessor and Lessee agree that, as described in the Project Description (Chapter 2) of the Final EIR, Lessee shall make this modification on only six (6) structures per discharge conduit (12 in total), one approximately every 500 feet. Consistent with Section 2, Paragraph 1 of this Lease, nothing in this Paragraph shall be interpreted to restrict or waive Lessor's right or ability to require Lessee, as part of the Future Activities described in the Final EIR and prior to termination of this Lease, to remove any or all structures, including any or all of the discharge conduit diffuser ports that remain after completion of the CSLC Lease Offshore Activities as described in the Project Description (Chapter 2) of the Final EIR.
  - e. For the Fish Return Conduit, Lessee will remove the end of the conduit so that the mammal exclusion barrier is flush with the top of stone blanket.
  - f. For the monitoring and navigational buoys, Lessee will remove the buoys, nylon ropes, and anchors (*i.e.*, sinkers and anchor blocks), subject to the provisions of Section 2, Paragraph 6.
  - g. To preclude entry into any remaining or abandoned facilities by humans and/or large marine organisms, at each location where a vertical structure has been removed pursuant to this paragraph, Lessee shall install a prefabricated "mammal exclusion barrier" with openings to allow sand migration. In addition, Lessee shall place a temporary solid cover on top of each mammal exclusion barrier installed on the Unit 2 discharge conduit to temporarily prevent such sand/sediment intrusion, as the Parties acknowledge that the Unit 2 discharge conduit may be needed for decommissioning-related discharges during Future Activities, subject to future Commission review as described in Section 2, Paragraph 1 of this Lease.

19. At least ninety (90) days prior to start of the CSLC Lease Offshore Activities, Lessee shall provide the following for Lessor's review and approval:

- a. A final set of engineering design drawings "as issued for construction", certified by a California registered Civil/Structural Engineer, showing details of the proposed decommissioning Project with all key control points referenced to the California Coordinate System 1983 revision (CCS83) and vertical profile data with elevations referenced to Mean Lower Low Water (MLLW), if applicable, or other applicable vertical control datums, such as the National Geodetic Vertical Datum of 1929 (NGVD 29), the North American Vertical Datum of 1988 (NAVD 88), etc. The proposed removal elevations/locations shall be clearly shown on the drawings. Details of temporary solid covers to be placed on the mammal barriers such as material, dimensions/thickness, locations, and provisions for securing the covers in-place shall be included on the drawings.
- b. A set of offshore decommissioning construction contract specifications.
- c. A contractor's work execution plan providing details of manpower, equipment, work vessels, construction methods and procedures to be employed for each significant work activity, site restoration, safety procedures, etc. The dumping of any debris into waters overlying State Lands is not allowed.
- d. A project specific hazardous spill contingency plan. It shall include but not be limited to procedures to be implemented, specific designation of the on-site person who will have responsibility for implementing the plan, on-site spill response materials/tools/equipment, and spill notification protocol and procedures. The plan shall include a complete list of the agencies (with telephone number) to be notified, including but not limited to California State Lands Commission's 24-hour emergency notification number (562) 590-5201, California Governor's Office of Emergency Services (Cal OES) contact number (800) 852-7550, etc.

The primary work vessel will be required to carry on board a minimum 400 feet of sorbent boom, 5 bales of sorbent pads at least 18-inch by 18-inch square, small powered boat for rapid deployment to contain and clean up any small spill or sheen on the water surface, etc.

The plan shall provide for the immediate call out of additional spill containment and cleanup resources in the event of an incident that exceeds the rapid clean up capability of the on-site work force.

- e. A critical operations and curtailment plan. The plan shall define the limiting conditions of sea state, wind, or any other weather conditions that exceed the safe operation of offshore vessels and equipment or divers in the water, that hinder potential spill cleanup or in any way pose a threat to personnel or the safety of the environment. The plan shall provide for a minimum ongoing five (5) day advance favorable weather forecast during offshore

operations. The plan shall also identify the on-site person with authority to determine critical conditions and suspend work operations when needed.

- f. A vessel anchoring plan. The plan shall provide a map of the proposed anchor spread and anchor locations or offshore temporary mooring location for each work vessel, and a narrative description of the anchor setting and retrieval procedures to be employed that will result in minimal impacts on the ocean bottom. No anchor dragging on the ocean bottom is permitted. Coordinates of the actual anchor locations shall be recorded and included later on the as-built drawings. Consistent with Section 2, Paragraph 16 of this Lease, the plan will be implemented in accordance with Mitigation Measure MM BIO-10 as set forth in MMP, as adopted by Lessor or as modified by Lessor as permitted by law, attached hereto as Exhibit C.
- g. A construction schedule time line chart showing all significant work activities planned during the course of the Project.

20. While the Unit 2 discharge conduit is in use for discharging effluent, Lessee shall:

- a. Conduct a condition assessment, certified by a California registered Civil/Structural Engineer, of the conduit confirming fit-for-purpose of the pipeline at least once every five (5) years. Additionally, Lessee shall conduct such a condition assessment when warranted by extraordinary circumstances such as an accident or a significant seismic event. The inspection schedule may be modified by mutual agreement among the parties hereto. The first condition assessment shall be performed within six (6) months of this Lease start date. At no cost to Lessor, Lessee shall promptly submit copies of the results of condition assessment, including reports, findings, and recommendations, to Lessor.
- b. Conduct an external inspection of the conduit including but not limited to the existing diffuser ports at least once every two years. Additionally, Lessee shall conduct such an external inspection when warranted by extraordinary circumstances such as an accident or a significant seismic event. The inspection schedule may be modified by mutual agreement among the parties hereto. The first external inspection shall be performed within six (6) months of this Lease start date. At no cost to Lessor, Lessee shall promptly submit copies of the results of external inspections, including reports, findings, and recommendations, to Lessor.
- c. Provide all applicable permits for the use of the conduit.

21. At least fifteen (15) days prior to start of construction, a Local Notice to Mariners shall be submitted to the U.S. Coast Guard (USCG). A copy of the published Notice is to be filed by the Lessee with the State Lands Commission office.

22. Lessee shall provide a three-business-day advance notice to Lessor's Mineral Resource Management Division (MRMD) prior to commencing CSLC Lease Offshore Activities on the Lease Premises. Lessee shall also make reasonable efforts to accommodate and provide access to Lessor's staff in order to witness the activities. Lessor's contact for this purpose is Lessor's MRMD Project Engineer at (562) 590-5209. Lessee shall also provide a contact name and notification list to Lessor in order to schedule field visits to the job site during construction.
23. All CSLC Lease Offshore Activities shall be carried out in accordance with all applicable safety regulations, permits, and conditions of other involved agencies.
24. Lessee shall require the contractor(s) to maintain a logbook during construction operations conducted under the Lease to keep track of all debris created by objects of any kind that fall into the water. The logbook shall include the type of debris, date, time, and location to facilitate identification and location of debris for recovery and site clearance verification. All waste material and debris created by Lessee shall be promptly and entirely removed from the Lease Premises and lands subject to Lessor's jurisdiction.
25. Any vehicles, equipment, or machinery to be used on the Lease Premises are limited to those which are directly required to perform the authorized use, including the activities specified in Section 2, Paragraph 17.
26. No vehicle or equipment refueling, maintenance, or repairs will be permitted within the Lease Premises or lands subject to Lessor's jurisdiction.
27. All vehicles, equipment, machinery, tools, or other property taken onto or placed within the Lease Premises or lands subject to Lessor's jurisdiction shall remain the property of the Lessee and/or its authorized contractors. Such property shall be promptly and properly removed by Lessee, at its sole risk and expense.
28. Within ninety (90) days following the completion of the activities described in Section 2, Paragraph 17, Lessee shall provide Lessor a verification including:
  - a. A set of "as-built" plans, certified by a California registered Civil/Structural Engineer, showing all design changes or other amendments to the CSLC Lease Offshore Activities as originally approved.
  - b. A written narrative report confirming completion of the CSLC Lease Offshore Activities with discussion of any significant field changes or other modifications to the approved design or execution plan, and providing details of any extraordinary occurrences such as spill incidents, critical operations curtailment, accidents involving serious injury or loss of life etc. It shall also include written confirmation of site clean-up verification with videography/photography records.
29. In order to provide the public with information regarding environmental conditions in and around the Lease premises, Lessee shall do the following:

a. Lessee shall take samples of the physical environment for the following physical parameters:

i. ocean water (samples to be taken monthly), shoreline sediment (samples to be taken semi-annually (i.e., twice a year)), ocean bottom sediments (samples to be taken semi-annually (i.e., twice a year)), kelp (samples to be taken semi-annually (i.e., twice a year)), and marine species (samples to be taken semi-annually (i.e., twice a year)).

ii. For ocean water and shoreline sediment physical parameter sampling, Lessee shall include additional sampling sites at beaches in the vicinity, including two (2) beach sites to the north of SONGS and the existing one (1) site to the south of the SONGS site. The shoreline sediment samples will be taken at low tide, above the tide line.

~~i.iii.~~ The samples described in subparagraphs (i) and (ii) of this Paragraph will be analyzed in a laboratory setting to compare radiation levels in the samples against baseline data, pursuant to Lessee's Radiological Environmental Monitoring Program (hereinafter referred to as, "REMP"). Within thirty (30) days after Lessee receives results of the comparative analysis, Lessee shall post a copy of the results on the <http://www.songscommunity.com> website. Additionally, Lessee shall provide on the <http://www.songscommunity.com> website a publicly accessible interactive map to display the sampling information for these physical parameter samples, including the date of the most recent sample, sampling results data, sampling frequency, and a link to previous sampling data.

b. During decommissioning Lessee may periodically discharge batch releases to the Pacific Ocean in accordance with its existing National Pollutant Discharge Elimination System permit and United States Nuclear Regulatory Commission (NRC) licenses and regulations. Although such releases will be significantly reduced as compared to prior releases during SONGS power operations, Lessee agrees to provide the public with advance notification of future releases as provided in this Paragraph. No less than forty-eight (48) hours prior to discharging any NRC-regulated batch releases into the Pacific Ocean via an offshore discharge conduit, Lessee shall publish information regarding the planned release (including but not limited to date, duration of release, and characterization information) on the <http://www.songscommunity.com> website. Information to be provided shall include the estimated volume ~~and~~, estimated duration, and radiological characterization of the release.

Lessee's obligations under this paragraph shall be effective at the commencement of decommissioning activities and shall continue until such time as Lessee plugs or seals the discharge conduits at the seawall consistent with the Project Description (including but not limited to Section 2.3.7) of the Final EIR.

30. Lessee's use of the Lease Premises provided for in Sections 1 and 2 of this Lease do not constitute "commercial use" for the purposes of Section 3, Paragraph 5 (h).



31. The termination of this lease and permanent disposition of the authorized facilities will be subject to Commission approval at a publicly noticed meeting, pursuant to a future Lease Termination Agreement that will detail Lessee's obligations and responsibilities upon termination of the lease.
32. At the conclusion of the transfer of the SONGS spent nuclear fuel to the Approved Independent Spent Fuel Storage Installation (Approved ISFSI), the Lessee shall seek approval from the NRC to decrease the size of the Exclusion Area Boundary to the minimum required by law. Lessee and Lessor shall jointly consult with the California Coastal Commission (CCC) to ensure that such an approval, if granted, will not interfere with Lessee's compliance with CCC permit conditions.

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# Exhibit E

## SECTION 3

### GENERAL PROVISIONS

#### 1. GENERAL

In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

#### 2. DEFINITIONS

For the purposes of this Lease, the following terms shall be defined as stated below:

“Additions” shall be defined as any use or Improvements other than those expressly authorized in this Lease.

“Alterations” shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.

“Breach” shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.

“Damages” shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term “Damages” also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

“Default” shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.

“Environmental Law” shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above.

“Hazardous Material” shall be defined as and include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, pollutant, or contaminant, under any Environmental Law.

“Improvements” shall be defined as any modification, alteration, addition, or removal of any material, and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises. Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

“Lease” shall be defined as this lease contract together with all amendments and exhibits.

“Lease Premises” shall be defined as the area of land, together with any improvements located thereon, the use and occupancy of which

is authorized by this Lease.

“Lessor” shall be defined as the state of California, acting by and through the California State Lands Commission, including the Commissioners, their alternates and designates, the Executive Officer, and the staff of the California State Lands Commission.

“Regulatory Agency” shall include any Federal, State, County, Municipal, or Local agency having jurisdiction over the Lease Premises.

“Repairs” shall be defined as all work of any kind made to maintain, change, restore, strengthen, replace, alter, or otherwise affect any Improvement on the Lease Premises.

“Residence” shall be defined as any Improvement, whether permanent, movable, or temporary, or a portion thereof, which is for the time being a home or place of lodging. A Residence includes any Improvement affixed to the land such as trailers or cabins, built on a raised foundation such as stilts or pilings, and floating residences such as boats, barges, arks, and houseboats, and any combination of such Improvements which provide residential accommodations to the Lessee or others. “Residence” shall not include transitory, intermittent, recreational use of facilities such as campgrounds.

“Residential Use” shall be defined as Improvements such as, but not limited to, sundecks, and sunrooms which are extensions of, or additions to, the upland property and are not water-dependent uses. Although the various uses or Improvements which may fall under this definition may vary by geographic area, lease type, or other factors, it is the intention of the parties to include in this definition all uses and Improvements which are not water-dependent but residential in nature, or those uses and Improvements which are not consistent with common law public trust principles and values.

### 3. CONSIDERATION

#### (a) **Absolute Triple Net Lease**

This Lease is an absolute triple net lease, pursuant to which Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities and repairs or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

#### (b) **Rent**

Lessee agrees to pay Lessor rent as stated in this Lease, in annual installments, for the use and occupancy of the Lease Premises. The first installment shall be due on or before the beginning date of this Lease and all subsequent installments shall be due on or before each anniversary of its beginning date during each year of the Lease term, or as otherwise provided in this Lease. Said sums shall be paid in lawful money of the United States of America. Lessee shall send said rent to the mailing address of Lessor. Timeliness of receipt of remittances sent by mail shall be governed by the postmark date as stated in Government Code Section 11002. Invoices for rent due may be provided by Lessor as a courtesy. Lessor’s failure to, or delinquency in, providing invoices shall neither excuse Lessee from paying rent, nor extend the time for paying rent.

#### (c) **Modification**

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days’ notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days’ notice prior to the effective date of the increase, whichever provides a greater notice period.

If the consideration for this Lease is based on a percentage of income, royalties, profits, or any similar business performance indicators, Lessee shall provide Lessor with financial statements and all other documents necessary to determine the relevant basis for income.

#### (d) **Penalty and Interest**

Any installments of rent accruing under this Lease not paid when due shall be subject to a delinquency charge equal to five percent (5%) of the principal sum due. Annual payments shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### (e) **Non-Monetary Consideration**

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the Lessor, at its sole discretion, determines that such action is in the best interest of the State. Lessee’s assignment or transfer of this Lease pursuant to Section 3 Paragraph 11 below to any third party which

results in royalties, profits, or any form of compensation, whether monetary or otherwise, shall give Lessor the right to reevaluate the requirements of this Lease as stated in Section 3 Paragraph 11. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that this Lease is converted to a monetary rental, whichever provides more notice.

**(f) Place for Payment of Rent**

All rent that becomes due and payable under this Lease shall be paid to Lessor in person or by United States mail at the Sacramento Offices of the California State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202, or at any other place or places that Lessor may designate by written notice to Lessee. Alternately, Lessee may contact Lessor's accounting department for Lessor's current practices for payment by credit card or electronic fund transfer.

**4. BOUNDARIES**

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary or title claims which may be asserted presently or in the future.

**5. LAND USE**

**(a) General**

(1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.

(2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

**(b) Continuous Use**

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration. Lessee's discontinuance of such use for a period of ninety (90) days shall be presumed to be an abandonment unless Lessee demonstrates to Lessor's satisfaction that Lessee's use of the Lease Premises is consistent with similarly situated properties. In the event of an abandonment, Lessor may elect to terminate the Lease as provided in Paragraph 12(a)(3). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

**(c) Repairs and Maintenance**

(1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.

(2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

(3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:

(i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and

(ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the

Lessee's intended use; and

(iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.

(iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.

(4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

**(d) Additions, Alterations, and Removal**

No Improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Any Additions or Alterations are expressly prohibited. Lessee is also prohibited from any Additions or Alterations which cause a material change to the environmental impact on or around the Lease Premises.

**(e) Enjoyment**

This Lease is non-exclusive, and is subject to the provisions of Section 3, Paragraph 6 below. Lessee shall have the right to exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises.

**(f) Discrimination**

Lessee, in its use of the Lease Premises, shall not discriminate against any person or class of persons on any basis protected by federal, state, or local law, including: race, color, creed, religion, national origin, sex, sexual orientation, gender identity, age, marital/parental status, veteran status, or disability.

**(g) Residential Use**

Unless otherwise provided for in this Lease, no portion of the Lease Premises shall be used as a location for a Residence, for the purpose of mooring or maintaining a structure which is used as a Residence, or for Residential Uses.

**(h) Commercial Use**

Unless otherwise provided for in this Lease, the Lease Premises is to be used by Lessee and Lessee's invitees or guests only. Use of the Lease Premises for commercial purposes; conducting a business, whether for profit or otherwise; and any subleasing, rental, or any transaction whereby Lessee directly or indirectly receives compensation from a third party in exchange for use of the Lease Premises shall constitute an immediate Default of this lease with no cure period.

**6. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

**(a) Reservations**

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**(b) Encumbrances**

The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

**7. RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from other Regulatory Agencies.

**(c) Taxes**

(1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.

(2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.

(3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.

(4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

**8. INDEMNITY**

(a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.

(b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.

(c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.

(d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this

Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

(e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

## 9. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.

(b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

## 10. SURETY BOND

(a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides more notice.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

## 11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.

(2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other

transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give not less than 90 days' prior written notice to Lessor;

(2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

(6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions imposed by a separately negotiated encumbrancing agreement.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during Lessee's tenancy.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.



(i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

## 12. DEFAULT AND REMEDIES

### (a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a Default of this Lease:

(1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or

(2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or

(3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or

(4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or

(5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or

(6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.

(7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

### (d) Remedies

In the event of a Default by Lessee and Lessee's failure to cure such Default if such a cure period is applicable, Lessor may at any time and with or without notice do any one or more of the following in addition to any rights or remedies permitted by law:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; or

(2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary repair, renovation, alteration, remediation, or removal of Improvements; or

(3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or

(4) Exercise any other right or remedy which Lessor may have at law or equity.

**(e) Determination of Rental Value**

If rent under this Lease is calculated as a percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

**(f) Waiver of Rights**

The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted.

**13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS**

**(a) Restoration of Lease Premises**

(1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee actually constructed or placed the Improvements on the Lease Premises; or Lessor, at its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.

(2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.

(3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.

(4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.

(5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

**(b) Environmental Matters**

**(1) Lessee's Obligations:**

(i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not manufacture or generate or store Hazardous Material on the Lease Premises unless specifically authorized under other terms of this Lease.

(ii) Lessee shall practice conservation of water, energy, and other natural resources.

(iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.

(2) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee

shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.

(3) **Environmental Indemnity.**

Lessee shall indemnify, defend, and hold Lessor and Lessor's, officer, appointees, volunteers, employees, agents, successors and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during the Lessee's tenancy. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.

(4) Violation of this section shall constitute grounds for termination of the Lease. Lessor, shall notify Lessee when, in Lessor's opinion, Lessee has violated the provisions of this section. Lessee shall immediately discontinue the conduct and respond within five (5) business days. Lessee shall take all measures necessary to remedy the condition.

**14. QUITCLAIM**

Lessee shall, upon the early termination of this Lease and at Lessor's request, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

**15. HOLDING-OVER**

(a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.

(b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy

(c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

**16. ADDITIONAL PROVISIONS**

(a) **Waiver**

(1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect, Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

(b) **Time**

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) **Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) **Consent**

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) **Changes**

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) **Successors**

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) **Joint and Several Obligation**

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) **Captions**

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

(i) **Severability**

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

(j) **Representations**

Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

(k) **Gender and Plurality**

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

(l) **Survival of Certain Covenants**

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

(m) **Counterparts**

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

(n) **Delegation of Authority**

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. PRC 6785.1

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

**LESSEE:**

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR:**

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN DIEGO GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Execution of this document was authorized by  
the California State Lands Commission on

\_\_\_\_\_  
(Month Day Year)

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACH ACKNOWLEDGMENT**