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
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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 Upon such execution, all provisions of the Original Lease are hereby superseded in their entirety and replaced herein and the Original Lease shall have no further force or effect.

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, 7th 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

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 Leases 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 (USGS). 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.

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, 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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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.

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: _____
Address:
San Onofre Nuclear Generating Station
5000 Pacific Coast Hwy
San Clemente, CA 92674

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Title: _____

Date: _____
Address:
8315 Century Park Ct.
San Diego, CA 92123-1548

CITY OF RIVERSIDE

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____

Date: _____

ATTACH ACKNOWLEDGMENT

LESSOR:

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

Title: _____

Date: _____

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

_____
(Month Day Year)

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;

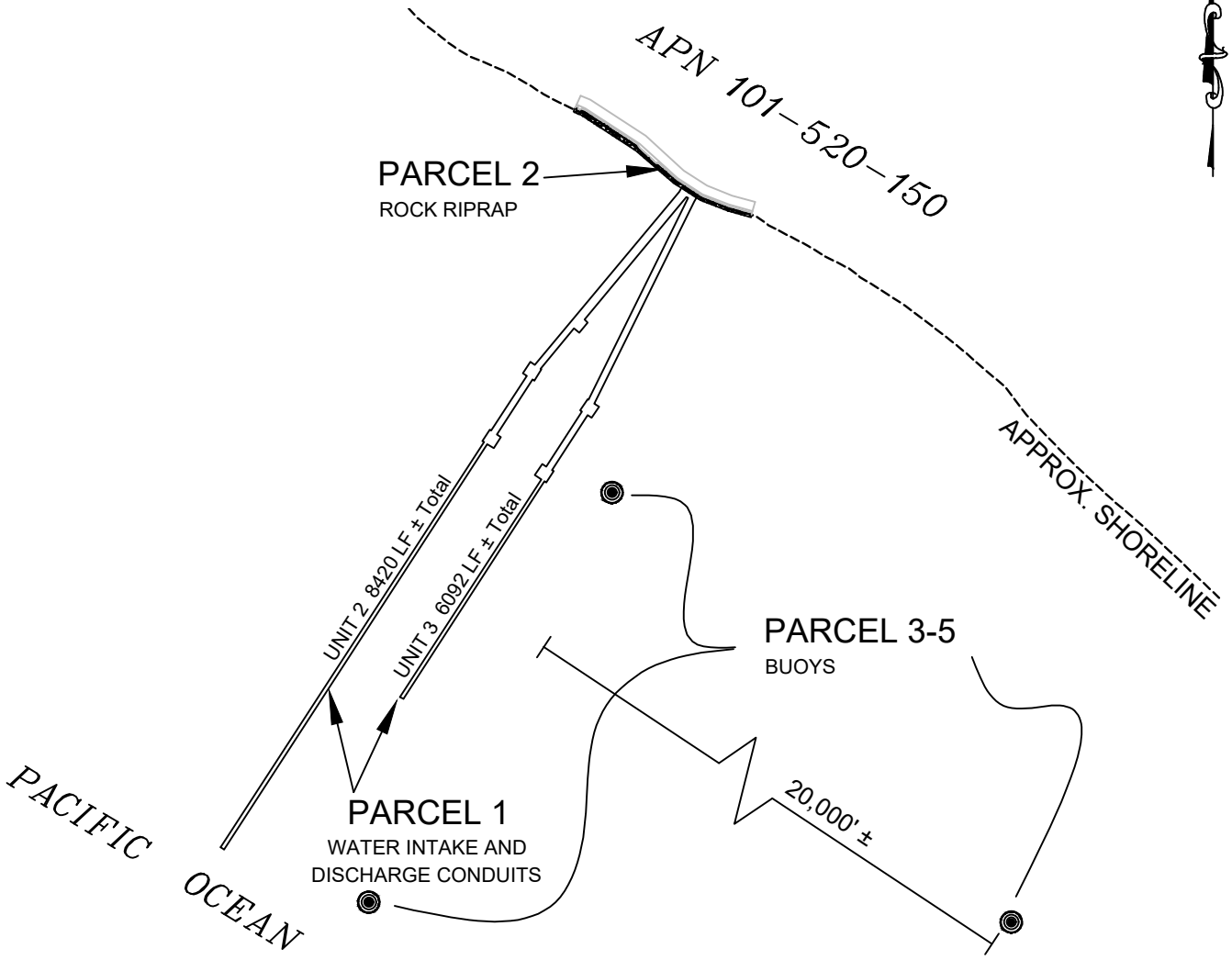
END OF DESCRIPTION

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



PACIFIC OCEAN NEAR SAN ONOFRE

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

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 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

EXHIBIT C
CALIFORNIA STATE LANDS COMMISSION
MITIGATION MONITORING PROGRAM

SAN ONOFRE NUCLEAR GENERATING STATION UNITS 2 & 3 DECOMMISSIONING PROJECT

(State Clearinghouse No.2016071025)

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
Hazardous and Radiological Materials						
HAZ-1: Release of Hazardous Radioactive Materials during Decommissioning and Disposal	**APM-1: Waste Management Program.** 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: • Processes for identification, characterization, handling, transport, and disposal of the various radiological and non-radiological waste types • Training for waste management personnel • 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 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.	Onshore/ Offshore	Compliance	Prior and during Proposed Project waste shipment activities	Applicant or contractor	Reduce impacts related to waste disposal
	APM-4: Dust Suppression. 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	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.					
	APM-12: Stormwater Pollution Prevention Plan (SWPPP). 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. The SWPPP shall set forth a best management practices including, but not limited to the following: • Silt fences, fiber rolls, and other measures shall be placed where they are determined to be appropriate for erosion and sediment control • A monitoring, maintenance, and reporting schedule shall be prepared and implemented and shall identify the responsible entities 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	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.					
	APM-13: Spill Prevention Control and Countermeasure (SPCC) Plan. 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: • A facility description • A complete list of all oil storage containers (aboveground containers and completely buried tanks) with a capacity of 55 U.S. gallons or more. • 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 • A description of the inspection or testing program for all aboveground bulk storage containers including record-keeping of these inspections or tests • A requirement for training of oil-handling personnel in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable	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
	pollution control laws, rules and regulations; general facility operations; and the contents of the SPCC Plan • 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 • Implementation of security measures to prevent unauthorized access to oil handling and/or storage area(s) • A description of immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines 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.					
	APM-14: Spill Contingency Plan. 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	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
	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: • 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 • Names, addresses, and phone numbers (office and home) of all persons designated to act as primary and alternate emergency coordinators • 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 • An evacuation plan that includes evacuation procedures and instructions, as well as primary and alternate evacuation route • Procedures to be followed for notification and reporting of hazardous releases • The current telephone number of the State Office of Emergency Services The Applicant or its contractor shall submit the initial Plan to California State Lands Commission (CSLC) staff, for review in					

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.					
	APM-23: ISFSI Radiation Monitoring. 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. 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 micro-rem/hour to 10 rem/hour. 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)	Onshore	Agreements with OCEM, SDOES and CDPH/RHB; Monthly Reports	As soon as feasible but no later than commencement of the Proposed Project	Primary Responsible Party: Applicant or Contractor Secondary Responsible Party: designated monthly reporting agency	Provides information regarding existing radiological levels to the public

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. Monitoring and reporting will continue until all Spent Nuclear Fuel has been removed from the SONGS site.					
HAZ-4: Handling of Non-Radiological Hazardous Wastes	**MM HAZ-4: Facility Hazardous Waste Permit Extension.** 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.	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.
	Implement APM-1 (provided above)					
	APM-2: Hazardous Materials Business Plan (HMBP). 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: • A detailed hazardous materials inventory for the site • Emergency contacts, a site plan, and response strategies	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
	• Procedures for on-site refueling (refueling stations and fuel tanks locations, maintenance, and operation 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.					
HAZ-5: Risk of Fire, Explosion, or Hazardous Material Release	**MM HAZ-5: Worker Registration/ Certification.** 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.	Onshore and Offshore	Worker certifications to CSLC staff	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with hazardous wastes
	Implement APM-1, APM-12, APM-13, and APM-14 (provided above)					
HAZ-6: Mobilization of Existing Contaminants	**MM HAZ-6: Soil and Groundwater Site Characterization and Soil Management Plan.** The Applicant or its contractor shall prepare a comprehensive Site Characterization and Soil Management Plan for non-radiological contamination testing, which shall include: • Subsurface soil and groundwater sampling, after site safety constraints have been	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
	addressed (i.e., underground utilities deactivated or removed) • An investigation work plan, including boring and sampling locations, to investigate where known and suspected soil and groundwater contamination may be present • 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 • A Soil Management Plan for the identification and disposal of potentially contaminated soil, which shall: • Consider that some contaminated soil may be present outside the limits identified in the soil characterization study • 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 • 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 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		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.					
	Implement APM-12 (provided above)					
Air Quality						
AQ-3: Result in a Cumulatively Considerable Net Increase of Any Criteria Air Pollutant for which the Project Region is in Nonattainment	**MM AQ-3a. Off-Road Equipment Emissions Control.** 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
	MM AQ-3b. Marine Vessel Emissions Control. 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.					
	APM-3: Vehicle Emission Reductions. 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: • 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. • This measure does not apply to the trucks used to haul radioactive Class B or C decommissioning wastes.	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
AQ-4: Expose Sensitive Receptors to Substantial Pollutant Concentrations	**Implement MM AQ-3a and MM AQ-3b and APM-3 (provided above)**					
	APM-4: Dust Suppression. 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.	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
	APM-5: Vehicle Speeds. Decommissioning crew vehicle speeds on unpaved roadways shall be restricted to 15 miles per hour or less, in accordance with SONGS procedures.	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
	APM-6: Track-Out to Public Streets. 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
	APM-7: Tarping Trucks. 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
Biological Resources						
BIO-1: Contribute to the Loss and Degradation of Sensitive Habitat	**MM BIO-1a: Worker Environmental Awareness Program.** 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: • A CSLC-approved biologist to conduct the training who is qualified to discuss both potential onshore and offshore species • 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	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
	• 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 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.					
	MM BIO-1b: Weed Management. 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.	Onshore	Compliance	Post-Proposed Project activities	Applicant or contractor	Reduce impacts to wildlife and special-status species habitat
	MM BIO-1c: Rare Plant Surveys. The Applicant or its contractor shall implement the following tasks to mitigate the Project's direct and indirect impacts to special-status plants. • **Surveys**. Prior to initial ground disturbance, a California State Lands Commission	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
	(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. 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. • **Avoidance**. 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)		review, and approval, if needed			

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. • **Salvage**. 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					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	detailed monitoring program, commensurate with the Plan's goals. 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.					
	Implementation of APM-4 and APM-12 (provided above)					
BIO-2: Adversely Affect Terrestrial Special-Status Species	**MM BIO-2a: Special-Status Reptiles and Amphibians**. 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: • 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) • The biological monitor(s) shall have the authority to temporarily halt work to avoid impacts to special-status species or other protected biological resources • Survey results shall be provided to California State Lands Commission,	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.					
	MM BIO-2b: Surveys and Monitoring for Nesting Birds. 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: • 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. • 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.	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
	• 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.					
	MM BIO-2c: Burrowing Owl. 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. • Focused surveys shall follow the protocols set forth in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012). • 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	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
	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). • 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.					
	MM BIO-2d: Western Snowy Plover/California Least Tern. 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). • 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). • 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	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
	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. • If no individuals are observed in accordance with the survey protocols, no buffers shall be required. • 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.					
	MM BIO-2e: Coastal California Gnatcatcher. 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. • 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	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
	California Department of Fish and Wildlife (CDFW). • 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.					
	MM BIO-2f: Noise Minimization Plan. 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: • A description of the basis for the expected noise levels at ESHAs and identification of modeling methods used to determine those levels • 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	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
	• The location and a description of sound monitoring equipment that will allow continuous monitoring of sound levels during Proposed Project activities • 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 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.					
	Implement MM BIO-1a and MM BIO-1b, and APM-4, and APM-12 (provided above)					
	APM-8: Nesting Bird Deterrents. 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: • Prior to the nesting season, remove vegetation from areas that would be directly disturbed by Proposed Project Decontamination and Dismantlement activities • Create disturbance by removing or moving equipment, vehicles, and materials on a daily basis within active decommissioning areas and yards • Use mooring balls placed in inactive nests, directly on structures, or in other potential nest locations	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
	• Install appropriate-sized mesh netting on decommissioning equipment and materials in staging areas, laydown yards, and other Proposed Project facilities and work areas • Place wires or wire spikes on towers, buildings, or other facilities to discourage birds from perching and nesting on these structures • Hire a U.S. Fish and Wildlife-permitted falconer to fly raptors in the area to deter birds from perching or nesting on structures • Install visual deterrents such as tangle guard bird repellent ribbon in active decommissioning areas, yards, and on materials and equipment • Cover straw wattle and other potential nesting materials in active decommissioning areas and yards • Wrap, stuff, or cover ends of pipes or other materials within which birds could nest • Use colored gravel, such as red or white, in active decommissioning areas and yards • Manage trash in a manner to reduce potential point food sources in active decommissioning areas and yards 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 staff~~s~~ (if requested) to determine specific locations for the use of exclusionary or deterrent devices.					
BIO-3: Disturb Non-Listed Roosting or Breeding Bats	**MM BIO-3: Sensitive Bats Species.** Within 14 days prior to dismantling and external demolition activities of the Onshore Site facilities, a qualified biologist with demonstrated expertise with bats shall	Onshore	Compliance and provide survey results to CSLC,	Prior to Proposed Project activities	Applicant or contractor	Reduce impacts to bat species

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. 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.		DoN, and CDFW staffs			
BIO-4: Modify Potential Onshore	**MM BIO-4: Potential Waters of the U.S./State.**	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
U.S./ Waters of the State	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
BIO-6: Conflict with Adopted Conservation Plans	**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).**					
BIO-7: Contribute to the Degradation of Marine Habitats	**APM-17: Offshore Spill Response Plan.** 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: • Procedures and protocols to be used in the event of an offshore oil spill	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
	• 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) • Description of marine spill scenarios and response procedures to be used in the event of an onshore or offshore oil or chemical spill • List of the spill response team members, including contact information and the notification process • Shipboard copies of the Plan and all necessary equipment to implement said Plan onboard 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.					
	Implement APM-1 and APM-12 (provided above)					
BIO-8: Risk of Oil Spill Mortality to Protected Marine Species	**Implement of APM-17 (provided above)**					
BIO-9: Release of H_2S Gas from Intake and Discharge Conduits	**MM BIO-9: Hydrogen Sulfide (H_2S) Gas Control Plan.** Prior to accessing any enclosed spaces within the conduits, a qualified H_2S inspector, capable of assessing the level of risk from H_2S build up, shall undertake an H_2S Gas Risk Assessment, which may include an inspection to determine if H_2S 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
	danger of release and subsequent mortality of listed marine species. • If a desk-based Risk Assessment indicates a risk of H_2S build-up, an inspection shall be conducted. • 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.					
BIO-10: Seabed Disturbance, Dredging, and Debris Accumulation	**MM BIO-10: Anchoring Plan.** 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: • 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 • Anchor positions shown within a spatial accuracy sufficient to allow comprehensive	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
	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 • 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 • Additional protective measures such as anchor deployment speeds (to avoid impacts to epifaunal fishes and invertebrates) • 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 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.					
	APM-9: Conduit Work Plan. 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	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.					
	APM-15: Dredging Plan. 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: • Number and type of vessels required to conduct dredging • 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	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
	area (hard or soft sediment, presence of aquatic vegetation or other seabed habitat likely to be impacted) • 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 • Deployment of a floating boom and skirt around offshore and shoreline Proposed Project activities to prevent or minimize impacts to marine water quality • Appropriate methods for dealing with dredged material based on sediment sampling, testing, and analysis results 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.					
	APM-16: Turbidity Monitoring. 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	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.					
BIO-11: Harassment of Marine Life	**MM BIO-11: Marine Mammal and Sea Turtle Mitigation and Monitoring Plan.** 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: • A description of the work activities including vessel size, activity types and locations, and Proposed Project timeframes • A risk analysis (likelihood and consequence) of noise effects to marine mammals and sea turtles based on the most recent activity plans • 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 • The distance, speed, and direction transiting vessels shall maintain when in proximity to a marine mammal or turtle, as follows: o Vessel operators shall make every effort to maintain a distance of at least 300 feet from sighted whales, and 150 feet or	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
	greater from sea turtles or smaller cetaceans whenever possible o 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 o 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					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	reduce speed and shift the engine to neutral. Vessel operators shall not engage the engines until the animals are clear of the area. o Support vessels (i.e., barge tows) shall not cross directly in front of migrating whales, other threatened or endangered marine mammals, or sea turtles o 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. • 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. National Marine Fisheries Service Southwest Region Stranding Coordinator Long Beach, CA 90802 Phone: (562) 980-3230 or (562) 506-4315 (24-hour cell) California State Lands Commission Mineral Resources Management Division Long Beach, CA 90802 Phone: (562) 590-5201 • 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					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. This mitigation is subject to NMFS and USFWS consultation. The plan shall be submittedt to CSLC staff a minimum of 30 days prior to the implementation of offshore work.					
BIO-12: Spread of Invasive and Non-Native Marine Species	**MM BIO-12: Invasive Non-Native Aquatic Species (NAS).** To prevent the introduction of NAS, all Proposed Project vessels shall: • 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 • 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 • Proposed Project vessels shall be available for inspection by CSLC staff for compliance.	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).					
Cultural and Paleontological Resources						
CR-2: Change Significance of Previously Unidentified Historical or Unique Archaeological Resources	**MM CR/TCR-2a: Archaeological and Tribal Monitoring.** 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.					
	MM CR/TCR-2b: Unanticipated Cultural/Tribal Resources. 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 (www.slc.ca.gov/About/Tribal.html). 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: • Impacts to previously unknown significant archaeological or Tribal cultural resources shall be avoided through preservation in place if feasible • 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	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
	would be as or more effective are mutually agreed to by the lead archaeologist and culturally affiliated Tribal representative • 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:[1] o State requirements for professional qualifications of all cultural resources specialists and Tribal cultural resource workers o Identify appropriate methods of resource recording, artifact cataloguing, and analyses o Determine appropriate levels of recovery or stabilization of resources o Place a priority on the repatriation and curation of recovered artifacts with a local, culturally-affiliated Tribe, based on the Tribe demonstrating the artifacts will be stored in a secure facility, in an archivally stable environment, and would be reasonably available to qualified researchers o In the event local curation at a Tribal facility is not possible, ~~P~~provide documentation of an alternative 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. Priority					

[1] Underline/strikethrough changes reflect the MM as adopted by the Commission at its meeting on March 21, 2019.

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	shall be placed on local facilities and facilities with the capability to provide on-site access to the artifacts to culturally affiliated tribes for ceremonial or other tribal purposes. The facility selected shall make its best effort to provide such access to culturally affiliated tribes. • 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) radiation protection; and (4) maintenance of a safety-conscious work environment.					
	MM CR/TCR-2c: Cultural Resource Identification during Offshore Geophysical Surveys. 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	Offshore	Compliance	Prior to and 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
	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.					
	APM-10: Cultural Resources Protection. 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 suspected during Proposed Project activities, or the Proposed Project footprint is altered in the area of discovery.	Onshore and Offshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources
CR-3: Disturb Unidentified Human Remains	**APM-11: Appropriate Treatment of Human Remains.** 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	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
	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 goods. CSLC staff shall discuss and confer with the MLD regarding their recommendations (pursuant to Pub. Resources Code, § 5097.98, subds. (b) and (c)).					
CR-4: Destruction of Unique Paleontological Resources	**MM CR-4a: Paleontological Monitoring.** A qualified paleontologist must be present to monitor all ground disturbing activities within the onshore area. The paleontological monitor shall: • Have certification in Hazardous Materials Response procedures if working in or near radiologically contaminated structures, remains of structures, or soils • Follow safety protocols established by the Southern California Edison's Requirements	Onshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to paleontological resources

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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 • Fill out daily monitoring forms and prepare a weekly summary monitoring report • Have the authority to increase or decrease the monitoring effort should the monitoring results indicate that a change is warranted					
	MM CR-4b: Unanticipated Paleontological Resources. 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 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.	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
Cultural Resources - Tribal						

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
TCR-2: Change Significance of Previously Unidentified Tribal Cultural Resources	**Implement MM CR/TCR-2a, MM CR/TCR-2b, MM CR/TCR-2c, and APM-10 and APM-11 (provided above)**					
TCR-3: Disturb Unidentified Tribal Human Remains	**Implement APM-11 (provided above)**					
Geology, Soils, and Coastal Processes						
GEO/ CP-2: Construction Triggered Erosion	**Implement APM-12 (provided above)**					
Hydrology and Water Quality						
WQ-1: Violation of Water Quality Standards or Waste Discharge Requirements, or Generation of Substantial Additional Sources of Polluted Runoff	**Implement APM-1, APM-2, APM-12, APM-13, and APM-14 (provided above)**					
WQ-2: Groundwater Characterization and Discharge	**Implement MM HAZ-6 (above)**					
WQ-4: Erosion or Siltation due to Altered Drainage Patterns	**MM WQ-4: Onshore Site Stablization Plan.** 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	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
	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 activities. This Plan shall remain in effect until the beginning of Future Activities.					
	Implement APM-12 (provided above)					
WQ-5: Flooding due to Altered Drainage Patterns or Increased Surface Runoff	**MM WQ-5: Walkway Flood Protection Plan.** 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

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
WQ-6: Increased Ocean Turbidity and Marine Debris	**Implement APM-1, APM-15, and APM-16 (provided above)**					
WQ-7: Degraded Marine Water Quality from Oil or Chemical Spills	**Implement APM-17 (provided at the end of this MMP)**					
Land Use and Planning						
LU-2: Disrupt, Displace, or Divide Existing or Approved Land Uses	**MM LU-2a: Deconstruction Liaison.** At least 1 month prior to the start of any deconstruction activities, and thereafter for the 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: • Act as a point of contact and interface between MCBCP personnel and local residents and the San Onofre Nuclear Generating Station deconstruction crews • 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 • Respond to all Project-related questions and concerns within a 72-hour period when contact information is provided In addition, the Applicant or its contractor shall provide the California State Lands Commission and Department of the Navy	Onshore	Provide summary documentation of all complaints, comments, and concerns	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
	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 or address the complaints, comments, or concerns expressed.					
	MM LU-2b: Advance Notification of Deconstruction. 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
	MM LU-2c: Quarterly Deconstruction Updates. Following distribution of the advance notification of deconstruction, the Applicant or its contractor shall provide Marine Corps Base Camp Pendleton operations and	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
	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 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.					
Recreation and Public Access						
REC-1: Reduction of Public Access to Recreational Facilities	**MM REC-1a: Public Notification.** 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
	MM REC-1b: Public Access Plan. The Applicant or its contractor shall develop a Public Access Plan to ensure public access	Onshore	Provide Public Access Plan to CSLC staff for	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
	around the Proposed Project area is not significantly affected. The Plan shall avoid: • 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 • 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 The Plan would require, but not be limited to the following: • Implementation of the Plan by trained personnel • Appropriate posting of traffic and safety signs • 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. 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.		review and approval			related to public access

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	APM-18: Notification to Local Mariners. 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.	Offshore	Compliance	Prior to offshore Proposed Project activities	Applicant or contractor	Reduce potential impacts to recreation and public access
REC-3: Create Hazards for Recreationists	**Implement MM REC-1a and APM-18 (provided above)**					
Transportation and Traffic						
TR-1: Reduce Local Transportation and Circulation	**Implement MM REC-1b (provided above)**					
	APM-19: Emergency Services Access. 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
	APM-20: Oversize/Overweight Loads. 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	Onshore	Compliance	Prior to and during Proposed Project	Applicant or contractor	Reduce potential impacts to traffic and transportation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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.					
TR-2: Reduce Pedestrian and Bicycle Rider Safety	**Implement MM REC-1a (provided above)**					
	APM-21: Pedestrian and Bicycle Access and Safety. 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
TR-5: Reduce Marine Vessel Safety	**APM-22: Private Aids to Navigation.** 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
	Implement APM-9, APM-15, and APM-18 (provided above)					

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD.213 (new 06/03)

AGREEMENT NUMBER
R
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
   STATE AGENCY'S NAME
   California State Lands Commission (State)
   CONTRACTOR'S NAME
   Southern California Edison Company, San Diego Gas and Electric Company, and City of Riverside
2. The term of this Agreement is: March 21, 2019 thru March 20, 2035
3. The maximum amount of this Agreement is: $ 1,012,635
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2	Page(s)
Exhibit B – Budget Detail and Payment Provision/Definitions and Terms	2	Page(s)
Exhibit C* – General Terms and Conditions	GTC 04/2017	
Check mark one item below as Exhibit D:	2	Page(s)

☒ Exhibit D – Special Terms and Conditions (attached hereto as part of this Agreement)
☐ Exhibit D* – Special Terms and Conditions

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto.

CONTRACTOR	**CALIFORNIA Department of General Services Use only**
CONTRACTOR'S NAME *(if other than individual, state whether a corporation, partnership, etc.)* Southern California Edison Company	
BY *(Authorized Signature)* / DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
CONTRACTOR'S NAME *(if other than individual, state whether a corporation, partnership, etc.)* San Diego Gas and Electric Company	
BY *(Authorized Signature)* / DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
CONTRACTOR'S NAME *(if other than individual, state whether a corporation, partnership, etc.)* City of Riverside	
BY *(Authorized Signature)* / DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	

California State Lands Commission		
BY *(Authorized Signature)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Denise Cook, Fiscal Officer		
ADDRESS 100 Howe Avenue, Suite 100-South, Sacramento, California 95825		☐ Exempt per

EXHIBIT A

SCOPE OF WORK

1. Work to be Performed – 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" or "Applicant") enters into this Agreement with the California State Lands Commission, (hereinafter "Commission" or "State") (hereinafter the Lessee and the Commission/State are referred to collectively as the "Parties") for deconstruction engineering review of submittals and plans for the CSLC Lease Offshore Activities associated with the San Onofre Nuclear Generating Station ("SONGS") Units 2 and 3 lease facilities ("CSLC Lease Facilities"); and staff and consultant costs for processing and review of all submittals as required by the lease, including but not limited to any documents or reports required by the Final Environmental Impact Report No. 784 (SCH No. 2016071025) ("FEIR") and Mitigation and Monitoring Program ("MMP") prepared in accordance with the California Environmental Quality Act ("CEQA") associated with Lessee's General Lease – Industrial Use, Lease No. PRC 6785.1 ("Lease"). The State hereby agrees to perform the following services:

   A. Engineering Review: The State shall review the engineering-related items or submittals as required by Section 2 Special Provisions of this Lease and periodically visit/observe construction activities in the Lease Premises.

   B. Implementation of the MMP: The State and a specialized consultant team shall implement the MMP as adopted by the Commission, and provided as Attachment C-1. Implementation shall include verification site visits, plan and report review, and general oversight of the Lessee's compliance with the MMP.

   C. Lease Management: The State shall review the Lessee's plans, related materials, or inspections required by the Lease, including but not limited to any documents or reports required by CEQA. Reviewing costs shall include, but not be limited to, actual costs for staff time, and, to the extent applicable, time spent by consultants hired by the State, for review of:

      1. Lessee's compliance with the MMP, part of the FEIR. The State shall review the Lessee's annual summary reports.

      2. Information related to sea-level rise vulnerability, structural integrity, and adaptation capacity of the Lease Premises (as defined in the Lease) and the facilities therein. Information shall include, but is not limited to, mean high-tide line and topographic surveys.

      3. Other submittals as required by the Lease.

   D. Mutual Understanding: This Agreement is entered into by the Parties hereto with the express understanding that the State cannot assure: 1) final approval of the permit or lease for the CSLC Lease Facilities; 2) that permits from other State or local permitting agencies are obtainable: 3) that either the State or the Lessee by entering into this Agreement is representing that the CSLC Lease Offshore Activities or the Proposed Project will go forward as proposed; and 4) that either the State or the Lessee is irrevocably committed to proceeding with the CSLC Lease Offshore Activities or the Proposed Project. Lessee understands and expressly acknowledges that the State's review of reports and plans for the CSLC Lease Offshore Activities or the Proposed Project is for the sole purposes of evaluating Lessee's application for or compliance with the Lease from the Commission, if any, and compliance with the MMP, and not for any other purpose.

2. Parties' Agents

   A. For Engineering Review the State's Project Officer shall be:
   Chandrashekar Basavalinganadoddi, Engineering Division Chief
   California State Lands Commission
   Mineral Resource Management Division
   301 E Ocean Blvd, Ste 550
   Long Beach, CA 90802
   Tel. (562) 590-5209
   Email: Chandrashekar.Basavalinganadoddi@slc.ca.gov

B. For Lease Management the State's Project Officer shall be:
Cheryl Hudson, Public Land Management Specialist
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825
Tel. (916) 574-0732
E-mail: cheryl.hudson@slc.ca.gov

C. For Environmental Review the State's Project Officer shall be:
Cynthia Herzog, Senior Environmental Scientist
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825
Tel. (916) 574-1310
E-mail: cynthia.herzog@slc.ca.gov

D. The Applicant's Project Managers shall be:
Karen.Bjurman
Southern California Edison
Government Lands/Real Properties
Two Innovation Way
Pomona, CA 91768
Tel. (909) 274-1889
E-mail: Karen.Bjurman@sce.com

3. Notices and Authorities

A. Any notice or other written communications required or permitted under this Agreement may be personally delivered in writing to the State's Project Officer or Applicant's Project Manager, or may be sent by certified mail, return receipt requested, to the address stated above and shall, based on such delivery or sending, be deemed to have been effectively communicated. Either party may change such address by written notice to the other party.

Any notice given other than as provided above, shall not be deemed to be effectively communicated until received in writing.

B. The Applicant's Project Manager shall have full authority to act on behalf of the Lessee for administration of the CSLC Lease Offshore Activities. All communications given to the Project Manager shall be as binding as if given to the Lessee.

C. The State may change its Project Officer, at any time, by written notice to the Lessee. The Lessee may change its Project Manager, at any time, by written notice to the State's Project Officer.

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment – Lessee agrees to reimburse the State for all reasonable costs incurred before, during, and after the CSLC Lease Offshore Activities, including costs for consultants hired by the State, and costs associated with Engineering Review; compliance monitoring and implementation of the MMP; and review and processing of all submittals in compliance with the MMP and the Lease, whether such costs are incurred prior or subsequent to the execution of this Agreement. Processing costs shall include, but not be limited to, staff time associated with those tasks outlined in Exhibit A, Scope of Work. Staff costs shall be computed in accordance with Section 8752 of the State Administrative Manual and shall include salaries and wages, related staff benefits, and administrative overhead.

   The invoice shall be mailed to the Lessee's Project Manager. Payments shall reference the Agreement number assigned to the CSLC Lease Offshore Activities and must be mailed to the following address:

   California State Lands Commission
   100 Howe Avenue, Suite 100 South
   Sacramento, CA 95825-8202
   Attention Accounting

2. Estimated Reimbursable Costs – The initial estimated costs are based on the information and contracts existing as of the date of this Agreement. The reimbursable costs estimate, to include both one-time and recurring costs, for Work To Be Performed is:

   A. **One-time Cost (for Engineering Review)**: *$20,000*
      To include the following:

      1. Review of pre-CSLC Lease Offshore Activities items/submittals as required by the Lease.

      2. Review of items/submittals as required by the Lease during CSLC Lease Offshore Activities.

      3. Site visits to observe CSLC Lease Offshore Activities as provided by the Lease.

      4. Review of post-CSLC Lease Offshore Activities items/submittals as required by the Lease.

   B. **Recurring Cost: see descriptions below**
      To include the following:

      1. Processing and Review of the surveys described in Lease Section 2, Paragraph 13 and the annual summaries described in Lease Section 2, Paragraph 14: *$1,000* per year.

      2. Review of results of condition assessments and inspections as required by Section 2, Paragraphs 20.a and 20.b: up to $2,000 per year. If remediation is required, additional staff cost will be incurred.

      3. Implementation of the MMP (including staff and consultant verification and monitoring):
         a. Table 4 - Monitoring Budget Summary (Consultant): *$852,923* Total
         b. Exhibit E – SONGS CSLC Division of Environmental Planning and Management (DEPM) Mitigation Monitoring Estimate: *$111,712*, subject to change.

Table 4. Monitoring Budget Summary

Timeframe/Activity		Total
July 1, 2019 thru Dec 31, 2020		
- Plan review but onshore only		
- Monthly reporting 3 months	- Onshore weekly monitoring, 15 months	
- 40 hour HAZWOPER training	- Weekly reporting, 15 months	$203,663
Jan 1, 2021 thru Dec 31, 2022		
- Onshore weekly monitoring only	- Weekly Reporting	$203,197
Jan 1, 2023 thru Dec 31, 2024		
- Onshore weekly monitoring only thru 09/30/23 and 10/1/24 thru 12/31/24	- Offshore plan review	
- On & offshore monitoring 10/1/23-09/30/24	- Weekly reporting 21 months; monthly reporting 3 months	$245,606
Jan 1, 2025 thru Dec 31, 2026		
- Onshore monthly monitoring only	- Monthly Reporting	$76,859
Jan 1, 2027 thru Dec 31, 2028		
- Onshore monthly monitoring only	- Monthly Reporting	$80,702
Jan 1, 2029 thru Sept 30, 2029		
- Onshore monthly monitoring only	- Monthly Reporting	$31,776
	Subtotal	$841,803
	Optional Plan Review	$11,200
	TOTAL	$852,923

3. Expense Deposits and Billings:

A. **Engineering Review:** An **expense deposit of $20,000** is due upon execution of this Agreement for the Engineering Review of the CSLC Lease Offshore Activities as specified in Exhibit A, Paragraph 1.A, and Exhibit B, Paragraph 2. This amount will be held as a surety against the estimated costs associated with the Engineering Review of the CSLC Lease Offshore Activities. Total costs invoiced, including expense deposits, shall not exceed the dollar amount specified in this Agreement unless amended.

B. **Lease Management and MMP Implementation:** Staff and consultant costs incurred by the State for Lease Management and MMP compliance, as specified in Exhibit A, Paragraphs 1.B and 1.C, and Exhibit B, Paragraph 2.B, shall be billed in arrears on a monthly basis. All payments are due 30 days from the date of the invoice. The State reserves the right to demand an expense deposit equal to the remainder of the Agreement should the Lessee fail to pay invoices within the time specified.

4. Additional Costs or Services – Lessee will be advised of any estimated cost increase in writing in accordance with this Agreement should the need for additional services become known or as costs previously estimated exceed the above estimate.

   Upon notification of the need for additional funds, the Lessee shall have the option to dispute or accept the increase with all the terms and conditions of this Agreement being unchanged and in effect. The Lessee shall notify the State within ten (10) days of notice of any intent to dispute the change. Non-response shall be acknowledged as acceptance of the additional charges and Lessee will be billed for the balance in accordance with the terms above.

5. Definitions and Terms - Wherever the following abbreviations and terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as provided in this section. Working titles having a masculine gender, and pronouns referring to such said titles, are utilized in this Agreement for the sake of brevity and are not intended to refer to either sex or the neuter. All references to the singular shall refer also to the plural. All references to the plural shall refer also to the singular.

   A. As used within this Agreement, the terms “Lessee”, “Applicant”, and “Contractor” are used interchangeably and are to be considered the same entity.

   B. As used within this Agreement, the terms “State” and “Commission” are used interchangeably and are to be considered the same entity.

   C. The term “Agreement” refers to this document as executed by the Lessee and the State. This document includes Standard Form and any attached Exhibits.

   D. The term “CSLC Lease Facilities” refers to the SONGS Units 2 and 3 facilities authorized by the Lease.

   E. The term “CSLC Lease Offshore Activities” is defined in the FEIR and refers to activities to occur within Lease Premises involving the CSLC Lease Facilities, as authorized by the Lease and analyzed in the FEIR.

   F. The term “Project Manager” refers to that person appointed or designated by the Applicant to administer the CSLC Lease Offshore Activities for the Applicant, including Consultant.

   G. The term “Project Officer” refers to that person appointed by the State to process the application for the CSLC Lease Offshore Activities.

   H. The term “Lessee’s Agent” refers to that person designated by the Lessee to provide technical assistance and support to the State in coordinating transmittal of technical information related to the CSLC Lease Offshore Activities and shall have no authority to act for the Lessee unless otherwise stated in writing by Lessee to the State’s Project Officer.

   I. The term “Proposed Project” is defined in the FEIR.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Type of Agreement – This Agreement between the State and the Lessee is for the reimbursement of costs, from the Lessee to the State, for Engineering Review of plans and activities, implementation of the MMP, and lease management related to the CSLC Lease Offshore Activities, detailed in Exhibits A and B of this Agreement, performed by staff of the California State Lands Commission and/or consultants hired by the State. This Agreement does not involve the procurement of goods or services from the Lessee.

2. Effective Reimbursement Period – Notwithstanding the date of Agreement approval in paragraph 1 of GTC 04/2017, the Lessee agrees to reimburse the State for costs related to the CSLC Lease Offshore Activities detailed in Exhibits A and B of this Agreement, that accrue beginning on the date listed in form STD.213, paragraph 2 of this Agreement until the termination of this Agreement. The term of this agreement shall extend to include any holdover period of Lease No. PRC 6785.1.

3. This paragraph supersedes paragraph 5 of, Exhibit C, "Indemnification":

   Indemnification – To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the State of California and any and all agencies or departments thereof, including but not limited to, any and all boards, commissions, officers, agents, employees, and representatives (Indemnitees), against any and all claims, liabilities, charges, losses, expenses, and costs, including the State's attorneys' fees (Liabilities), that may arise from or by reason of any action or inaction by the Indemnitees in connection with the work described in Exhibit A, or any defect in design or construction of the CSLC Lease Offshore Activities. This obligation of the Lessee to indemnify, defend, and hold harmless the Indemnitees shall not apply to any Liabilities caused solely by the gross negligence or intentional acts of the State or its officers, agents, and employees; or to any claims, litigation, or to other actions brought by the Lessee against the Indemnitees in relation to the Lessee's application or this Agreement. This provision shall survive termination of this Agreement.

4. This paragraph supersedes paragraph 6 of GTC 04/2017, Exhibit C, "Disputes":

   Disputes – Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under or relating to the performance of this Agreement which is not disposed of by Agreement shall be decided by the Project Officer, who shall reduce his decision to writing in regard to the dispute and shall transmit a copy thereof to the Lessee within thirty (30) days. The decision of the Project Officer shall be final and conclusive, unless within thirty (30) days from the date of receipt of such copy, the Lessee transmits to the State a written appeal. Said appeal shall be supported with specificity.

   a. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard before the State Lands Commission within sixty (60) days of the receipt by the State of the Lessee's written appeal and to offer evidence in support of its appeal. Pending the final decision of any such dispute, the Lessee shall proceed diligently with the performance of the Agreement and in accordance with the written decision of the Project Officer which is the subject of the Lessee's appeal including the payment of invoices to the State.

   b. The procedure described herein shall not prejudice or deny the Lessee's remedies at law. However, the Lessee agrees to exhaust the procedure described herein before pursuing remedies at law. All amounts paid to the State under protest shall be held by the State in trust until the dispute is resolved.

5. Modification – This paragraph supersedes paragraph 7 of GTC 04/2017, Exhibit C, "Termination for Cause":

   Either party may elect to modify the scope of work or costs associated with the CSLC Lease Offshore Activities (as defined in the EIR) described in Exhibit A, Paragraphs 1.A., 1.B., and 1.C., and Exhibit B, Paragraphs 2.A. and 2.B. of this Agreement by written notice at any time prior to or during commencement or implementation of the CSLC Lease Offshore Activities upon ten (10) days written notice to the other party should the CSLC Lease Offshore Activities be revised or cancelled for any reason. The Lessee agrees that in the event of such modification of this Agreement by either party as provided above, it shall reimburse the State one hundred percent (100%) of all costs incurred by the State in the performance of its obligations as described in this Agreement.

6. Reimbursement of Costs – Lessee shall reimburse the State in full for all reasonable costs and attorney's fees, including, but not limited to, those charged it by the California Office of the Attorney General, that the State incurs in connection with the defense of any action brought against the State challenging this Agreement or any other matter related to this Agreement or the work performed by the State under this Agreement. In addition, Lessee shall reimburse the State for any court costs and reasonable attorney fees that the State may be required by a court to pay as a result of such action. Lessee may participate in the defense of the action, but its participation shall not relieve it of its obligations under this Paragraph. The provision of this Paragraph shall not apply to any claims, litigation or other actions which may be brought by the Parties against each other and shall not apply to the extent that any such obligation is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement. Nothing in this Paragraph shall be construed to require the State to defend itself against all or any aspect of the challenge to this Agreement or work performed under this Agreement. However, Lessee may take whatever legal action is available to it to defend this Agreement or any work performed under this Agreement against any challenge by a third party, whether or not the State chooses to raise a defense against such a challenge.

7. Records – Upon five (5) business days' notice, the State's records relating to its costs shall be available for the Lessee's audit in the State's office in Sacramento. Said audit shall take place only during regular business hours of the State. Payment of costs by the Lessee shall not constitute a waiver of its rights to audit nor an acknowledgment by the Lessee of the validity of the costs that have been paid. Nothing herein shall be deemed to require the State, its consultants, other contractors and subcontractors to maintain books, records, or documents other than those usually maintained by them, provided that such books, records and documents reasonably segregate and identify the costs for which reimbursement is required hereunder. As used herein, "State's records" include any audit of the consultant by the State or its designated representative as authorized in this Agreement.

8. The following Paragraphs in Exhibit C do not apply to this Reimbursement/Revenue Agreement; therefore, Paragraphs 4, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, and 20 of GTC 04/2017, Exhibit C, are hereby waived and shall have no force or effect upon this Agreement.

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Exhibit E

SONGS DEPM Mitigation Monitoring Estimate (2019 - 2028)*

Mitigation Measure (MM)	Monitoring /Reporting Action	Time needed for Review (hrs)	Estimated Rate	Total
APM-13: Spill Prevention Control and Countermeasure (SPCC) Plan.	Submittal of initial certified SPCC Plan for the Proposed Project to CSLC staff for **review**	4	$ 180.00	$ 720.00
APM-14: Spill Contingency Plan.	Submittal of initial Spill Contingency Plan for the Proposed Project to CSLC staff for **review**	4	$ 180.00	$ 720.00
APM-23: Real-Time Monitoring	Monthly Report (2 hr/month review over 9 years)	216	$ 180.00	$ 38,880.00
MM HAZ-4: Facility Hazardous Waste Permit Extension.	Copy of permit extension to CSLC staff	1	$ 180.00	$ 180.00
APM-2: Hazardous Materials Business Plan (HMBP).	Certified HMBP Plan to CSLC staff	4	$ 180.00	$ 720.00
MM HAZ-5: Worker Registration/ Certification..	Worker certifications to CSLC staff	2	$ 180.00	$ 360.00
MM HAZ-6: Soil and Groundwater Site Characterization and Soil Management Plan.	Plan to CSLC staff for **review.**	4	$ 180.00	$ 720.00
MM BIO-1a: Worker Environmental Awareness Program.	Provide WEAP to CSLC staff for **review and approval** and evidence of training attendance	4	$ 180.00	$ 720.00
MM BIO-1c: Rare Plant Surveys.	Compliance and provide Salvage and Relocation Plan to CSLC staff for consultation, **review, and approval**, if needed	5	$ 180.00	$ 900.00
MM BIO-2a: Special-Status Reptiles and Amphibians.	Compliance and provide survey results to CSLC staff for consultation and **review**	4	$ 180.00	$ 720.00
MM BIO-2b: Surveys and Monitoring for Nesting Birds.	Compliance and provide survey and monitoring results (**review**)	4	$ 180.00	$ 720.00
MM BIO-2c: Burrowing Owl.	Compliance and provide survey results CSLC, DoN, USFWS, and CDFW staffs **(review)**	4	$ 180.00	$ 720.00
MM BIO-2d: Western Snowy Plover/California Least Tern.	Compliance and provide survey results and species avoidance plan (if required) to CSLC, DoN, USFWS, and CDFW staffs **(review)**	4	$ 180.00	$ 720.00
MM BIO-2e: Coastal California Gnatcatcher.	Compliance and provide survey and monitoring results to CSLC, DoN, USFWS, and CDFW staffs **(review)**	4	$ 180.00	$ 720.00
MM BIO-2f: Noise Minimization Plan.	Compliance and provide survey for **review and approval**, and monitoring results to CSLC, USFWS, and CDFW staffs	4	$ 180.00	$ 720.00
APM-8: Nesting Bird Deterrents.	Compliance and consult with CSLC and CDFW staffs, as needed. **(review)**	4	$ 180.00	$ 720.00
MM BIO-3: Sensitive Bats Species	Compliance and provide survey results to CSLC, DoN, and CDFW staffs **(review)**	2	$ 180.00	$ 360.00
MM BIO-4: Potential Waters of the U.S./State.	Evidence of compliance with regulatory agencies to CSLC staff **(review)**	2	$ 180.00	$ 360.00
APM-17: Offshore Spill Response Plan.	Offshore Spill Response Plan to CSLC staff in consultation with OSPR **(review)**	4	$ 180.00	$ 720.00
MM BIO-9: Hydrogen Sulfide (H2S) Gas Control Plan	Hydrogen Sulfide Gas Control Plan for review, or evidence of absence	2	$ 180.00	$ 360.00
MM BIO-10: Anchoring Plan.	Provide Anchoring Plan for **review and approval**	5	$ 180.00	$ 900.00
APM-9: Conduit Work Plan.	Provide Conduit Work Plan for **review and approval**	5	$ 180.00	$ 900.00
APM-15: Dredging Plan.	Provide Dredging Plan for **review and approval**	5	$ 180.00	$ 900.00
APM-16: Turbidity Monitoring.	Provide monitoring reports for **review** (2 hr 4x per year for 1 year)	8	$ 180.00	$ 1,440.00
MM BIO-11: Marine Mammal and Sea Turtle Mitigation and Monitoring Plan.	Provide Marine Mammal and Sea Turtle Mitigation and Monitoring Plan **(review)**	4	$ 180.00	$ 720.00
MM CR/TCR-2b: Unanticipated Cultural/Tribal Resources.	Compliance and provide Treatment Plan, if needed **(review)**	4	$ 180.00	$ 720.00
MM CR-4b: Unanticipated Paleontological Resources.	Compliance, and provide a Paleontological Resources Management Plan, if needed, for **review and approval**	5	$ 180.00	$ 900.00
MM WQ-4: Onshore Site Stablization Plan.	Provide the Onshore Site Stabilization Plan for **review and approval**	5	$ 180.00	$ 900.00

Exhibit E

MM WQ-5: Walkway Flood Protection Plan.	Provide an interim erosion-control plan for **review and approval**	3	$ 180.00	$ 540.00
MM LU-2a: Deconstruction Liaison.	Provide summary documentation of all complaints, comments, and concerns **(review)** (4 hr 4x per year for 9 years)	144	$ 180.00	$ 25,920.00
MM LU-2c: Quarterly Deconstruction Updates.	Compliance. **Review** - (2 hr 4x per year for 9 years)	72	$ 180.00	$ 12,960.00
MM REC-1a: Public Notification.	Compliance	5	$ 180.00	$ 900.00
MM REC-1b: Public Access Plan.	Provide Public Access Plan to CSLC staff for **review and approval**	5	$ 180.00	$ 900.00
Additional Applicant/Agency Consultation		40	$ 180.00	$ 7,200.00
Subtotal:				$ 106,560.00
10% Contingency				5,152.00
Total:	*subject to change			**$ 111,712.00**

Attachment C-1

EXHIBIT C
CALIFORNIA STATE LANDS COMMISSION
MITIGATION MONITORING PROGRAM

SAN ONOFRE NUCLEAR GENERATING STATION UNITS 2 & 3
DECOMMISSIONING PROJECT
(State Clearinghouse No.2016071025)

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
Hazardous and Radiological Materials						
HAZ-1: Release of Hazardous Radioactive Materials during Decommissioning and Disposal	**APM-1: Waste Management Program.** 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: • Processes for identification, characterization, handling, transport, and disposal of the various radiological and non-radiological waste types • Training for waste management personnel • 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 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.	Onshore/ Offshore	Compliance	Prior and during Proposed Project waste shipment activities	Applicant or contractor	Reduce impacts related to waste disposal
	APM-4: Dust Suppression. 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	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.					
	APM-12: Stormwater Pollution Prevention Plan (SWPPP). 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. The SWPPP shall set forth a best management practices including, but not limited to the following: • Silt fences, fiber rolls, and other measures shall be placed where they are determined to be appropriate for erosion and sediment control • A monitoring, maintenance, and reporting schedule shall be prepared and implemented and shall identify the responsible entities 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	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.					
	APM-13: Spill Prevention Control and Countermeasure (SPCC) Plan. 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: • A facility description • A complete list of all oil storage containers (aboveground containers and completely buried tanks) with a capacity of 55 U.S. gallons or more. • 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 • A description of the inspection or testing program for all aboveground bulk storage containers including record-keeping of these inspections or tests • A requirement for training of oil-handling personnel in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable	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
	pollution control laws, rules and regulations; general facility operations; and the contents of the SPCC Plan • 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 • Implementation of security measures to prevent unauthorized access to oil handling and/or storage area(s) • A description of immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines 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.					
	APM-14: Spill Contingency Plan. 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	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
	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: • 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 • Names, addresses, and phone numbers (office and home) of all persons designated to act as primary and alternate emergency coordinators • 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 • An evacuation plan that includes evacuation procedures and instructions, as well as primary and alternate evacuation route • Procedures to be followed for notification and reporting of hazardous releases • The current telephone number of the State Office of Emergency Services The Applicant or its contractor shall submit the initial Plan to California State Lands Commission (CSLC) staff, for review in					

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.					
	APM-23: ISFSI Radiation Monitoring. 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. 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 micro-rem/hour to 10 rem/hour. 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)	Onshore	Agreements with OCEM, SDOES and CDPH/RHB; Monthly Reports	As soon as feasible but no later than commencement of the Proposed Project	Primary Responsible Party: Applicant or Contractor Secondary Responsible Party: designated monthly reporting agency	Provides information regarding existing radiological levels to the public

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. Monitoring and reporting will continue until all Spent Nuclear Fuel has been removed from the SONGS site.					
HAZ-4: Handling of Non-Radiological Hazardous Wastes	**MM HAZ-4: Facility Hazardous Waste Permit Extension.** 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.	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.
	Implement APM-1 (provided above)					
	APM-2: Hazardous Materials Business Plan (HMBP). 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: • A detailed hazardous materials inventory for the site • Emergency contacts, a site plan, and response strategies	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
	• Procedures for on-site refueling (refueling stations and fuel tanks locations, maintenance, and operation 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.					
HAZ-5: Risk of Fire, Explosion, or Hazardous Material Release	**MM HAZ-5: Worker Registration/ Certification.** 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.	Onshore and Offshore	Worker certifications to CSLC staff	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with hazardous wastes
	Implement APM-1, APM-12, APM-13, and APM-14 (provided above)					
HAZ-6: Mobilization of Existing Contaminants	**MM HAZ-6: Soil and Groundwater Site Characterization and Soil Management Plan.** The Applicant or its contractor shall prepare a comprehensive Site Characterization and Soil Management Plan for non-radiological contamination testing, which shall include: • Subsurface soil and groundwater sampling, after site safety constraints have been	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
	addressed (i.e., underground utilities deactivated or removed) • An investigation work plan, including boring and sampling locations, to investigate where known and suspected soil and groundwater contamination may be present • 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 • A Soil Management Plan for the identification and disposal of potentially contaminated soil, which shall: • Consider that some contaminated soil may be present outside the limits identified in the soil characterization study • 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 • 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 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		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.					
	Implement APM-12 (provided above)					
Air Quality						
AQ-3: Result in a Cumulatively Considerable Net Increase of Any Criteria Air Pollutant for which the Project Region is in Nonattainment	**MM AQ-3a. Off-Road Equipment Emissions Control.** 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
	MM AQ-3b. Marine Vessel Emissions Control. 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.					
	APM-3: Vehicle Emission Reductions. 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: • 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. • This measure does not apply to the trucks used to haul radioactive Class B or C decommissioning wastes.	Onshore	Compliance	Prior to and during Proposed Project activities	Applicant or contractor	Reduce impacts associated with air quality
AQ-4: Expose Sensitive Receptors to Substantial Pollutant Concentrations	**Implement MM AQ-3a and MM AQ-3b and APM-3 (provided above)**					
	APM-4: Dust Suppression. 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.	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
	APM-5: Vehicle Speeds. Decommissioning crew vehicle speeds on unpaved roadways shall be restricted to 15 miles per hour or less, in accordance with SONGS procedures.	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
	APM-6: Track-Out to Public Streets. 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
	APM-7: Tarping Trucks. 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
Biological Resources						
BIO-1: Contribute to the Loss and Degradation of Sensitive Habitat	**MM BIO-1a: Worker Environmental Awareness Program.** 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: • A CSLC-approved biologist to conduct the training who is qualified to discuss both potential onshore and offshore species • 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	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
	• 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 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.					
	MM BIO-1b: Weed Management. 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.	Onshore	Compliance	Post-Proposed Project activities	Applicant or contractor	Reduce impacts to wildlife and special-status species habitat
	MM BIO-1c: Rare Plant Surveys. The Applicant or its contractor shall implement the following tasks to mitigate the Project's direct and indirect impacts to special-status plants. • **Surveys**. Prior to initial ground disturbance, a California State Lands Commission	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
	(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. 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. • **Avoidance**. 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)		review, and approval, if needed			

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. • **Salvage**. 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					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	detailed monitoring program, commensurate with the Plan's goals. 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.					
	Implementation of APM-4 and APM-12 (provided above)					
BIO-2: Adversely Affect Terrestrial Special-Status Species	**MM BIO-2a: Special-Status Reptiles and Amphibians**. 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: • 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) • The biological monitor(s) shall have the authority to temporarily halt work to avoid impacts to special-status species or other protected biological resources • Survey results shall be provided to California State Lands Commission,	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.					
	MM BIO-2b: Surveys and Monitoring for Nesting Birds. 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: • 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. • 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.	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
	• 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.					
	MM BIO-2c: Burrowing Owl. 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. • Focused surveys shall follow the protocols set forth in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012). • 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	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
	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). • 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.					
	MM BIO-2d: Western Snowy Plover/California Least Tern. 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). • 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). • 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	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
	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. • If no individuals are observed in accordance with the survey protocols, no buffers shall be required. • 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.					
	MM BIO-2e: Coastal California Gnatcatcher. 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. • 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	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
	California Department of Fish and Wildlife (CDFW). • 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.					
	MM BIO-2f: Noise Minimization Plan. 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: • A description of the basis for the expected noise levels at ESHAs and identification of modeling methods used to determine those levels • 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	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
	• The location and a description of sound monitoring equipment that will allow continuous monitoring of sound levels during Proposed Project activities • 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 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.					
	Implement MM BIO-1a and MM BIO-1b, and APM-4, and APM-12 (provided above)					
	APM-8: Nesting Bird Deterrents. 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: • Prior to the nesting season, remove vegetation from areas that would be directly disturbed by Proposed Project Decontamination and Dismantlement activities • Create disturbance by removing or moving equipment, vehicles, and materials on a daily basis within active decommissioning areas and yards • Use mooring balls placed in inactive nests, directly on structures, or in other potential nest locations	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
	• Install appropriate-sized mesh netting on decommissioning equipment and materials in staging areas, laydown yards, and other Proposed Project facilities and work areas • Place wires or wire spikes on towers, buildings, or other facilities to discourage birds from perching and nesting on these structures • Hire a U.S. Fish and Wildlife-permitted falconer to fly raptors in the area to deter birds from perching or nesting on structures • Install visual deterrents such as tangle guard bird repellent ribbon in active decommissioning areas, yards, and on materials and equipment • Cover straw wattle and other potential nesting materials in active decommissioning areas and yards • Wrap, stuff, or cover ends of pipes or other materials within which birds could nest • Use colored gravel, such as red or white, in active decommissioning areas and yards • Manage trash in a manner to reduce potential point food sources in active decommissioning areas and yards 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.					
BIO-3: Disturb Non-Listed Roosting or Breeding Bats	**MM BIO-3: Sensitive Bats Species.** Within 14 days prior to dismantling and external demolition activities of the Onshore Site facilities, a qualified biologist with demonstrated expertise with bats shall	Onshore	Compliance and provide survey results to CSLC,	Prior to Proposed Project activities	Applicant or contractor	Reduce impacts to bat species

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. 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.		DoN, and CDFW staffs			
BIO-4: Modify Potential Onshore	**MM BIO-4: Potential Waters of the U.S./State.**	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
U.S./ Waters of the State	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
BIO-6: Conflict with Adopted Conservation Plans	**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).**					
BIO-7: Contribute to the Degradation of Marine Habitats	**APM-17: Offshore Spill Response Plan.** 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: • Procedures and protocols to be used in the event of an offshore oil spill	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
	• 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) • Description of marine spill scenarios and response procedures to be used in the event of an onshore or offshore oil or chemical spill • List of the spill response team members, including contact information and the notification process • Shipboard copies of the Plan and all necessary equipment to implement said Plan onboard 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.					
	Implement APM-1 and APM-12 (provided above)					
BIO-8: Risk of Oil Spill Mortality to Protected Marine Species	**Implement of APM-17 (provided above)**					
BIO-9: Release of H_2S Gas from Intake and Discharge Conduits	**MM BIO-9: Hydrogen Sulfide (H_2S) Gas Control Plan.** Prior to accessing any enclosed spaces within the conduits, a qualified H_2S inspector, capable of assessing the level of risk from H_2S build up, shall undertake an H_2S Gas Risk Assessment, which may include an inspection to determine if H_2S 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
	danger of release and subsequent mortality of listed marine species. • If a desk-based Risk Assessment indicates a risk of H_2S build-up, an inspection shall be conducted. • 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.					
BIO-10: Seabed Disturbance, Dredging, and Debris Accumulation	**MM BIO-10: Anchoring Plan.** 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: • 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 • Anchor positions shown within a spatial accuracy sufficient to allow comprehensive	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
	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 • 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 • Additional protective measures such as anchor deployment speeds (to avoid impacts to epifaunal fishes and invertebrates) • 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 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.					
	APM-9: Conduit Work Plan. 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	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.					
	APM-15: Dredging Plan. 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: • Number and type of vessels required to conduct dredging • 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	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
	area (hard or soft sediment, presence of aquatic vegetation or other seabed habitat likely to be impacted) • 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 • Deployment of a floating boom and skirt around offshore and shoreline Proposed Project activities to prevent or minimize impacts to marine water quality • Appropriate methods for dealing with dredged material based on sediment sampling, testing, and analysis results 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.					
	APM-16: Turbidity Monitoring. 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	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.					
BIO-11: Harassment of Marine Life	**MM BIO-11: Marine Mammal and Sea Turtle Mitigation and Monitoring Plan.** 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: • A description of the work activities including vessel size, activity types and locations, and Proposed Project timeframes • A risk analysis (likelihood and consequence) of noise effects to marine mammals and sea turtles based on the most recent activity plans • 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 • The distance, speed, and direction transiting vessels shall maintain when in proximity to a marine mammal or turtle, as follows: o Vessel operators shall make every effort to maintain a distance of at least 300 feet from sighted whales, and 150 feet or	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
	greater from sea turtles or smaller cetaceans whenever possible o 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 o 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					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	reduce speed and shift the engine to neutral. Vessel operators shall not engage the engines until the animals are clear of the area. o Support vessels (i.e., barge tows) shall not cross directly in front of migrating whales, other threatened or endangered marine mammals, or sea turtles o 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. • 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. National Marine Fisheries Service Southwest Region Stranding Coordinator Long Beach, CA 90802 Phone: (562) 980-3230 or (562) 506-4315 (24-hour cell) California State Lands Commission Mineral Resources Management Division Long Beach, CA 90802 Phone: (562) 590-5201 • 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					

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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. This mitigation is subject to NMFS and USFWS consultation. The plan shall be submittedt to CSLC staff a minimum of 30 days prior to the implementation of offshore work.					
BIO-12: Spread of Invasive and Non-Native Marine Species	**MM BIO-12: Invasive Non-Native Aquatic Species (NAS).** To prevent the introduction of NAS, all Proposed_Project vessels shall: • 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 • 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 • Proposed Project vessels shall be available for inspection by CSLC staff for compliance.	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).					
Cultural and Paleontological Resources						
CR-2: Change Significance of Previously Unidentified Historical or Unique Archaeological Resources	**MM CR/TCR-2a: Archaeological and Tribal Monitoring.** 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.					
	MM CR/TCR-2b: Unanticipated Cultural/Tribal Resources. 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 (www.slc.ca.gov/About/Tribal.html). 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: • Impacts to previously unknown significant archaeological or Tribal cultural resources shall be avoided through preservation in place if feasible • 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	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
	would be as or more effective are mutually agreed to by the lead archaeologist and culturally affiliated Tribal representative • 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:[1] o State requirements for professional qualifications of all cultural resources specialists and Tribal cultural resource workers o Identify appropriate methods of resource recording, artifact cataloguing, and analyses o Determine appropriate levels of recovery or stabilization of resources o Place a priority on the repatriation and curation of recovered artifacts with a local, culturally-affiliated Tribe, based on the Tribe demonstrating the artifacts will be stored in a secure facility, in an archivally stable environment, and would be reasonably available to qualified researchers o In the event local curation at a Tribal facility is not possible, Pprovide documentation of an alternative 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. Priority					

[1] Underline/strikethrough changes reflect the MM as adopted by the Commission at its meeting on March 21, 2019.

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	shall be placed on local facilities and facilities with the capability to provide on-site access to the artifacts to culturally affiliated tribes for ceremonial or other tribal purposes. The facility selected shall make its best effort to provide such access to culturally affiliated tribes. • 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) radiation protection; and (4) maintenance of a safety-conscious work environment.					
	MM CR/TCR-2c: Cultural Resource Identification during Offshore Geophysical Surveys. 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	Offshore	Compliance	Prior to and 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
	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.					
	APM-10: Cultural Resources Protection. 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 suspected during Proposed Project activities, or the Proposed Project footprint is altered in the area of discovery.	Onshore and Offshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to cultural resources
CR-3: Disturb Unidentified Human Remains	**APM-11: Appropriate Treatment of Human Remains.** 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	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
	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 goods. CSLC staff shall discuss and confer with the MLD regarding their recommendations (pursuant to Pub. Resources Code, § 5097.98, subds. (b) and (c)).					
CR-4: Destruction of Unique Paleontological Resources	**MM CR-4a: Paleontological Monitoring.** A qualified paleontologist must be present to monitor all ground disturbing activities within the onshore area. The paleontological monitor shall: • Have certification in Hazardous Materials Response procedures if working in or near radiologically contaminated structures, remains of structures, or soils • Follow safety protocols established by the Southern California Edison's Requirements	Onshore	Compliance	During Proposed Project activities	Applicant or contractor	Reduce potential impacts to paleontological resources

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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 • Fill out daily monitoring forms and prepare a weekly summary monitoring report • Have the authority to increase or decrease the monitoring effort should the monitoring results indicate that a change is warranted					
	MM CR-4b: Unanticipated Paleontological Resources. 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 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.	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
Cultural Resources - Tribal						

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
TCR-2: Change Significance of Previously Unidentified Tribal Cultural Resources	**Implement MM CR/TCR-2a, MM CR/TCR-2b, MM CR/TCR-2c, and APM-10 and APM-11 (provided above)**					
TCR-3: Disturb Unidentified Tribal Human Remains	**Implement APM-11 (provided above)**					
Geology, Soils, and Coastal Processes						
GEO/ CP-2: Construction Triggered Erosion	**Implement APM-12 (provided above)**					
Hydrology and Water Quality						
WQ-1: Violation of Water Quality Standards or Waste Discharge Requirements, or Generation of Substantial Additional Sources of Polluted Runoff	**Implement APM-1, APM-2, APM-12, APM-13, and APM-14 (provided above)**					
WQ-2: Groundwater Characterization and Discharge	**Implement MM HAZ-6 (above)**					
WQ-4: Erosion or Siltation due to Altered Drainage Patterns	**MM WQ-4: Onshore Site Stablization Plan.** 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	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
	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 activities. This Plan shall remain in effect until the beginning of Future Activities.					
	Implement APM-12 (provided above)					
WQ-5: Flooding due to Altered Drainage Patterns or Increased Surface Runoff	**MM WQ-5: Walkway Flood Protection Plan.** 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

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
WQ-6: Increased Ocean Turbidity and Marine Debris	**Implement APM-1, APM-15, and APM-16 (provided above)**					
WQ-7: Degraded Marine Water Quality from Oil or Chemical Spills	**Implement APM-17 (provided at the end of this MMP)**					
Land Use and Planning						
LU-2: Disrupt, Displace, or Divide Existing or Approved Land Uses	**MM LU-2a: Deconstruction Liaison.** At least 1 month prior to the start of any deconstruction activities, and thereafter for the 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: • Act as a point of contact and interface between MCBCP personnel and local residents and the San Onofre Nuclear Generating Station deconstruction crews • 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 • Respond to all Project-related questions and concerns within a 72-hour period when contact information is provided In addition, the Applicant or its contractor shall provide the California State Lands Commission and Department of the Navy	Onshore	Provide summary documentation of all complaints, comments, and concerns	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
	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 or address the complaints, comments, or concerns expressed.					
	MM LU-2b: Advance Notification of Deconstruction. 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
	MM LU-2c: Quarterly Deconstruction Updates. Following distribution of the advance notification of deconstruction, the Applicant or its contractor shall provide Marine Corps Base Camp Pendleton operations and	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
	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 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.					
Recreation and Public Access						
REC-1: Reduction of Public Access to Recreational Facilities	**MM REC-1a: Public Notification.** 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
	MM REC-1b: Public Access Plan. The Applicant or its contractor shall develop a Public Access Plan to ensure public access	Onshore	Provide Public Access Plan to CSLC staff for	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
	around the Proposed Project area is not significantly affected. The Plan shall avoid: • 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 • 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 The Plan would require, but not be limited to the following: • Implementation of the Plan by trained personnel • Appropriate posting of traffic and safety signs • 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. 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.		review and approval			related to public access

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	APM-18: Notification to Local Mariners. 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.	Offshore	Compliance	Prior to offshore Proposed Project activities	Applicant or contractor	Reduce potential impacts to recreation and public access
REC-3: Create Hazards for Recreationists	**Implement MM REC-1a and APM-18 (provided above)**					
Transportation and Traffic						
TR-1: Reduce Local Transportation and Circulation	**Implement MM REC-1b (provided above)**					
	APM-19: Emergency Services Access. 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
	APM-20: Oversize/Overweight Loads. 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	Onshore	Compliance	Prior to and during Proposed Project	Applicant or contractor	Reduce potential impacts to traffic and transportation

Potential Impact	Mitigation Measure (MM)	Location	Monitoring / Reporting Action	Timing	Responsible Party	Effectiveness Criteria
	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.					
TR-2: Reduce Pedestrian and Bicycle Rider Safety	**Implement MM REC-1a (provided above)**					
	APM-21: Pedestrian and Bicycle Access and Safety. 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
TR-5: Reduce Marine Vessel Safety	**APM-22: Private Aids to Navigation.** 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
	Implement APM-9, APM-15, and APM-18 (provided above)					

PERFORMANCE GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, Southern California Edison Company (SCE) unconditionally guarantees to the State of California, acting by and through the State Lands Commission ("State"), the full and punctual performance by SCE of all of SCE's obligations under the leases and rights-of-way in existence as of April 23, 2014 and which may be entered into hereafter by and between the California State Lands Commission and SCE and as provided below.

This Guaranty shall automatically terminate when the last of the Leases and Rights-of-Way (1) terminates and all of the Lease Premises have been either accepted by Lessor as improved or restored by Lessee as provided in the Leases or the Rights-of-Way; or (2) has been assigned from SCE to a party approved by the State and, as part of the assignment, SCE has been released from its obligations under the Lease or the Right-of-Way by the State.

SCE also guarantees the payment to State of any penalty and interest accruing under any obligation of the Leases and Rights-of-Way and any and all reasonable expenses incurred by State in enforcing its rights under this Guaranty (including, but not limited to, reasonable attorneys' fees and disbursements, court costs, and reasonable collection charges).

SCE waives any claims against State for State's lack of promptness, diligence, and the time period to issue a notice with respect to any State obligation or requirement to exhaust any right or to take any action against SCE under a Lease or a Right-of-Way. This waiver shall not apply where a lease or a Right-of-Way (1) has terminated and the Lease Premises have been either accepted by Lessor as improved or restored by Lessee as provided in the Lease or the Right-of-Way; or (2) has been assigned from SCE to a party approved by the State and, as part of the assignment, SCE has been released from its obligations under the Lease or the Right-of-Way by the State.

SCE represents and warrants that this Guaranty is a legal, valid and binding obligation of SCE, enforceable against SCE in accordance with its terms except as limited by bankruptcy or other laws of general application.

The rights afforded the State under this Guaranty are personal and not transferable by State without the express written consent of SCE and can be modified only by a written instrument signed by State and SCE.

This Guaranty shall be construed under and governed by the laws of the State of California.

If any provision of this Performance Guaranty or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, neither the remainder of this Performance Guaranty nor the application of such provision to other person(s) or circumstances shall be affected thereby, but shall be enforced to the extent permitted by applicable law.

IN WITNESS WHEREOF, Southern California Edison Company has executed this Guaranty as of this 13 day of June, 2014.

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Title: V.P., Engineering & Technical Services

Date: 6/13/14

ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On June 13, 2014 (Date) before me, Jane B. Wheeler, a notary (Here Insert Name and Title of the Officer)
personally appeared Kevin R Cini (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jane B. Wheeler (Signature of Notary Public)

JANE B. WHEELER
Commission # 2046092
Notary Public - California
Los Angeles County
My Comm. Expires Oct 19, 2017

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☐ Other: _____
Signer Is Representing: _____

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