

CALIFORNIA COASTAL COMMISSION

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Th8a/Th9a

October 31, 2025

TO: Coastal Commissioners and Interested Parties

FROM: Dr. Kate Huckelbridge, Executive Director
Cassidy Teufel, Deputy Director
Joseph Street, Program Manager
Sarah Esmaili, Senior Attorney
Wesley Horn, Senior Environmental Scientist

SUBJECT: Addendum to Staff Report for Coastal Development Permit 9-25-0739 and Consistency Determination No. CC-0003-23 (Pacific Gas and Electric Company).

This addendum hereby incorporates into the staff recommendation for agenda items Th8a and Th9a (CDP 9-25-0739 and CC-0003-23) and into the pertinent Coastal Commission findings otherwise set forth in the October 17, 2025, staff report, the following changes or additions to the special conditions and findings.

CHANGES TO STAFF REPORT

~~Strikethrough~~ indicates text deleted from the special conditions and findings pursuant to this addendum and underline indicates text added to the special conditions and findings pursuant to this addendum.

a) Revised text to the second paragraph on page 3:

To maximize efficiency and expedite the Commission's review process, this staff report also evaluates PG&E's coastal development permit application. Because SB 846 only considers – and the California Public Utilities Commission has only approved – operation of DCPD's reactor units through October of 2029 and 2030, respectively, PG&E's CDP application proposes operations until these dates. As such, this report will evaluate operation of DCPD until these dates as well as the later dates of 2044 and 2045 included in PG&E's applications to the NRC and associated consistency certification. As required through the Coastal Zone Management Act's federal consistency regulations, the scope of the Commission's consistency certification review

needs to mirror that of PG&E's applications to the NRC. Even though SB 846 only contemplates operation of DCPD into 2030, PG&E decided to pursue licenses from NRC for operations into 2045. To help address the timing disconnect between the operating term under consideration by the NRC and that approved by the California Public Utilities Commission, **Special Condition 18** is included to establish a process for PG&E to seek an amendment to its CDP to extend its term if such an extension is first authorized by the California Public Utilities Commission. However, because an extended term to 2044/2045 is also already being considered in this report and its findings and PG&E has proposed a mitigation approach for it that is captured through recommended special conditions, Commission staff anticipates that review of such a CDP amendment application would be able to be expedited and that additional or different mitigation for adverse impacts to coastal resources would not be required. In other words, a future proposal by PG&E to extend the CDP term beyond October of 2030 would be expected to follow the same mitigation approach proposed for the longer consistency certification term currently under review. A proposal by PG&E, as part of a future CDP amendment application, to change power plant operations or the availability of new information regarding DCPD's effects on coastal resources, however, may necessitate a more substantive review and different mitigation approach.

b) Revised text to the third paragraph on page 4:

This mitigation proposal provided by PG&E includes four main elements and would be implemented in two phases. Phase 1 would be for operation of DCPD's Units 1 and 2 through October of 2029 and 2030, respectively, and includes: (1) establishment of a conservation easement across approximately 1,100 acres of the "North Ranch" portion of PG&E's property directly adjacent to Montaña de Oro State Park; (2) an offer to dedicate a public access trail easement for roughly ten miles of new trail alignments, including extension of the existing Point Buchon Trail into a loop configuration that includes the inland ridge and connects through Crowbar Canyon as well as extension of the existing Pecho Coast Trail into a loop configuration that includes the summit of San Luis Hill overlooking Port San Luis; (3) establishment of a right-of-first-refusal for government or non-profit land conservation organization, including those of California Native American Tribes, purchase of the lands within the 5,000 acre "South Ranch" portion of the Diablo Canyon property owned by PG&E's subsidiary, the Eureka Energy Company; and (4) an offer of \$5.6 million to accompany the trail easement to be used for planning, construction, management and maintenance of public access trails. Phase 2 of PG&E's proposed mitigation would be triggered by operation of DCPD beyond those dates of the current California Public Utilities Commission approval and would include: (1) an additional conservation easement over approximately 2,200 more acres of "North Ranch"; and (2) an additional offer to dedicate a public access trail easement for roughly 15 additional miles of trail alignments, including two that would combine to link across the entirety of the Diablo Canyon property and provide a "through-trail" connection from Montaña de Oro State Park to Port San Luis, further extending the California Coastal Trail in this area. PG&E has also proposed a further addition to its mitigation proposal. This addition involves the proposed transfer of fee title to PG&E-

owned lands in the North Ranch area to a public agency such as the California Department of Parks and Recreation, along with the conservation easements over those lands. PG&E's stated purpose of the fee title transfer is to facilitate in-perpetuity management of these lands for natural resource conservation, cultural resource protection, and public access. Similar to the two-phase approach described above for the areas proposed by covered by a conservation easement, this land transfer would occur in two phases, based on the duration of power plant operations. If the plant does not operate beyond the current California Public Utilities Commission authorization term of October 31, 2030, 1,100 acres would be included within this fee title land transfer (the same lands identified in Exhibit 5 for the phase 1 conservation easement). If DCCP operations are extended beyond this date, PG&E would pursue transfer of an additional approximately 2,200 acres (matching those identified in Exhibit 5 for the phase 2 conservation easement).

In putting forward its mitigation proposal, PG&E has also conveyed a strong sense of urgency for its implementation. In other words, it expressed a firm desire for the proposed conservation and trail easements to be established and accepted quickly, for the proposed trails to be opened for public use as soon as practical, and for the necessary steps to be taken as soon as possible so that Eureka Energy's South Ranch lands can be successfully sold or transferred to a public entity or non-profit organization for permanent conservation. Commission staff strongly supports PG&E in this and appreciates its commitment to the prompt implementation of the proposed mitigation. As such, Commission staff would work diligently and quickly on the steps necessary to effectuate PG&E's proposed mitigation, while also trying to ensure that the desire for expediency does not put at risk key elements of the proposal, such as the ability for government agencies or non-profit organizations to secure the funding and resources necessary to complete the purchase or land or acceptance of easements. It should be further noted that PG&E's interest and commitment to timely implementation of its mitigation proposal has been demonstrated through recent discussions and initial efforts with public agency staff regarding transfer of the North Ranch lands discussed above as well as its stated goal of moving forward immediately – and prior to the plant's closure - to provide expanded public access.

c) Revised text to **Special Condition 1**: on pages 12 and 13:

1. Fee Title Transfer to Public Agency and Conservation Easements. Within 12 months of license approval by the Nuclear Regulatory Commission, PG&E or its ~~subsidiaries or affiliates (as used in this special condition,~~ “shall endeavor to transfer fee title of approximately 1,100 acres of land owned by PG&E”) ~~shall record an irrevocable offer to dedicate~~ as described below and as shown in Exhibit 5 (“Initial Land Dedicate Area”) ~~to a conservation easement, in a form and content public agency acceptable to the Executive Director of the Coastal Commission (the “Executive Director”), over approximately 1,100 acres as described below as mitigation for the adverse effects on marine biology and water quality (“Initial OTD”).~~ In the event that the California Public Utilities Commission authorizes operations of

DCPP beyond October 31, 2030, PG&E shall, within 12 months of the date of that authorization, ~~additionally record an irrevocable offer~~ endeavor to dedicate a conservation easement, in a form and content acceptable to the Executive Director, over transfer fee title of another approximately 2,200 acres as described below as mitigation for additional adverse effects on marine biology and water quality. Until such time as the California Public Utilities Commission authorizes the cessation or continuance of DCPP operations beyond October 31, 2030, PG&E shall retain ownership of these approximately 2,200 acres. The Initial OTD and and as shown in Exhibit 5 (“Supplemental OTD (individually referred to in this special condition as the “Offer” and collectively as the “Offers”) to dedicate shall be Land Dedication Area”) to a public agency or to a non-profit land conservation organization that is ~~subject to~~ acceptable to the Executive Director. Any transfer of fee title to any successor over the dedicated lands covered under this special condition shall require the prior written approval by of the Executive Director to help ensure effectuation of and compliance with the easements described in this special condition and **Special Conditions 3 and 4**. The initial fee title transfer and supplemental fee title transfer, if the latter is required, will be completed within 5 years of the respective initiating period. The Executive Director may extend this timeframe for up to an additional 5 years based on a showing by PG&E of good cause.

A. Location Land Dedication Area Locations: The easement for the Initial OTD Land Dedication Area shall cover approximately 1,100 acres of land and shoreline owned or controlled by PG&E within the coastal watersheds in the North Ranch area surrounding the Diablo Canyon Power Plant as shown in Exhibit 5 (the “Initial Easement Area”) and including Assessor Parcel Number 076-011-030. The ~~easement for the~~ Supplemental OTD Land Dedication Area shall cover approximately 2,200 acres of land and shoreline owned or controlled by PG&E within the coastal watersheds in the North Ranch area surrounding the Diablo Canyon Power Plant as shown in Exhibit 5 (the “Supplemental Easement Area”) and including Assessor Parcel Numbers 076-011-031, 076-011-032, 076-021-010, 076-021-023, 076-031-007, 076-032-017, 076-091-002, 076-091-005, 076-091-015, and 076-091-016. All APNs will be verified with PG&E during the land transfer and conservation easement (as applicable) establishment process. No development, as defined in section 30106 As specified below, the requirements for recordation of the Coastal Act, shall occur within offer to dedicate a conservation easement and the Initial Easement Area and Supplemental Easement Area (individually development of the stewardship plan shall apply prior to the execution of the fee title transfer referred to as the

~~“Easement Area” collectively as the “Easement Areas”) except pursuant to the stewardship plan described below.~~

A. Conservation Easements. Within 12 months of license approval by the Nuclear Regulatory Commission, unless extended by the Executive Director for good cause, and prior to execution of the fee title transfer, PG&E shall record an irrevocable offer to dedicate a conservation easement, in a form and content acceptable to the Executive Director, over the entire Initial Land Dedication Area as mitigation for the adverse effects on marine biology and water quality (“Initial OTD”). If the California Public Utilities Commission authorizes operations of DCPP beyond October 31, 2030, PG&E shall, within 12 months of the date of that authorization, additionally record an irrevocable offer to dedicate a conservation easement, in a form and content acceptable to the Executive Director, over the entire Supplemental Land Dedication Area as mitigation for additional adverse effects on marine biology and water quality (“Supplemental OTD”). Provided, however, if a public agency is to accept transfer of fee title and is unable to do so if the land is encumbered with a conservation easement, PG&E may apply for a permit amendment to modify this condition to instead require establishment of a deed restriction on the property for the same primary purposes listed below in part B(i) of this special condition. Until such time as the offer to dedicate the conservation easement over them is made or the California Public Utilities Commission authorizes the cessation or continuance of DCPP operations beyond October 31, 2030, PG&E shall retain ownership of the Supplemental Land Dedication Area. The Initial OTD and Supplemental OTD are referred to as the “Offer” and collectively as the “Offers,” and the areas covered in the Initial OTD and Supplemental OTD are referred to individually as the “Easement Area” and collectively as the “Easement Areas”. The Offers shall be to a public agency or to a non-profit land conservation organization (including those of California Native American Tribes) subject to approval by the Executive Director.

BC. Stewardship Plans: For each of the Initial OTD and, if applicable, the Supplemental OTD, PG&E shall prepare for Executive Director review and approval a stewardship plan to be incorporated into the terms of each of the Offers. Each stewardship plan shall be submitted to the Executive Director no later than six months prior to the applicable recordation deadline for the Offers. The plan shall include the following:

- i. A description of the allowable and prohibited uses of the easement. The primary purpose of the easement shall be to provide conservation benefits through permanent protection of intertidal and terrestrial habitat from industrial, commercial, residential and associated development. In addition

to habitat protection, the easement shall provide for open space for the purpose of habitat protection and for public and tribal access (including but not limited to Tribal ceremonial use, Tribal gathering of natural materials, trails, signage, benches, shade structures and restroom facilities) that can be implemented consistent with the easement's primary purpose. The easement may also allow for sustainable coastal agriculture, where these uses can be implemented consistent with the easement's primary purpose. The easement shall also allow for restoration of native habitat and measures that may be needed to improve water quality. The easement shall also allow for maintenance of existing power transmission rights-of-way and associated existing roads, and unrestricted access to existing PG&E facilities. Moreover, existing electric and gas facilities shall be recognized as an authorized use.

- ii. A description of existing conditions within the easement, including existing habitat types and existing and proposed development, including current agricultural practices and existing and proposed public accessways.
- iii. A description of how the easement will be managed by the receiving entity to provide the allowable and existing uses described above. The plan shall also describe how currently required and anticipated accessways will be completed. These include continued access and development necessary to support access along the Point Buchon Trail, and access to be developed ~~under this CDP~~ for the additional trail alignments proposed by PG&E and shown on **Exhibit 5**.
- iv. The plan shall include necessary and reasonable restrictions on timing, number of people allowed on all public accessways, and group activities for public access on the site that are consistent with the primary purpose of the easement; provided, however, that nothing in the plan or easement shall be used or construed to allow anyone to interfere with any rights of public access acquired through use, coastal development permits, or other approvals, nor shall this special condition impair or affect the requirements in **Special Condition 3** of this permit, including but not limited to the requirement to record an OTD for the public access easements specified therein. Executive Director review of the plan shall include tribal consultation to inform the inclusion of reasonable measures for the protection of Tribal Cultural Resources (as defined in Cal. Public Resources Code § 21074) and provisions for allowing tribal access, consistent with the primary purpose of the easement.
- v. The plan shall also describe how it will ensure that agricultural uses on the property are carried out consistent with sustainable coastal agricultural

practices, including rotation of grazing areas, and avoidance or minimization of pesticides and herbicides use.

~~vi. A description of the funding needed to support stewardship of the easement.~~

CD. Recordation of Offer To Dedicate: Within 30 days of recordation of each applicable Offer, PG&E shall provide documentation to the Executive Director showing that it has recorded the Offer with the County of San Luis Obispo County for acceptance by a public agency or non-profit land conservation organization approved by the Executive Director. PG&E shall also provide documentation to the Executive Director showing that the Offer includes all conditions of the stewardship plan approved by the Executive Director.

- i. The Offer shall include a legal description and corresponding graphic depiction of the legal parcel(s) subject to this permit and a metes and bounds legal description and a corresponding graphic depiction, drawn to scale, of the Easement Area prepared by a licensed surveyor based on an on-site inspection of the Easement Area.
- ii. The Offer shall be recorded free of liens and prior encumbrances that the Executive Director determines may affect the interest being conveyed. The Offer shall provide that it shall not be used or construed to allow anyone, prior to acceptance of the Offer, to interfere with any rights of public access acquired through use which may exist on the Easement Area. The Offer shall run with the land in favor of the State of California binding successors and assigns of the applicant or landowner. The Offer shall be irrevocable for a period of ~~24~~18 years, such period running from the date of recording, and indicate that the restrictions on the Easement Area shall be in effect upon recording and remain as covenants, conditions and restrictions running with the land in perpetuity, notwithstanding any revocation of the Offer.

d) Revised text to **Special Condition 2** on pages 13 and 14:

PG&E shall provide the Executive Director with a copy of the terms of such Offer, after which an Approved Purchaser (defined below) shall have the right to enter into an agreement for an exclusive option to purchase of the Property, on the same terms for fair market value in the Offer or discounted, subject to the condition that such purchase shall be for the primary purpose of habitat protection, as well as for open space protection, public and tribal access (including but not limited to Tribal ceremonial use, Tribal gathering of natural materials, trails, signage, benches, shade structures and restroom facilities), consistent with the primary purpose and with the protection of tribal cultural resources (the "Option"). The terms in the Offer may not be above the fair market value of the Property. The Option shall recognize that PG&E may reserve a necessary and reasonable easement for its existing electric and gas facilities on the

Property. The Property may be purchased, under an exclusive option, by a local, State or federal government agency, or, if no such agency exercises the Option within 420-180 days (“Initial Exercise Deadline”), then additionally to a non-profit land conservation organization, including those of California Native American Tribes, approved by the Executive Director (an “Approved Purchaser”), which purchaser may exercise the Option within 420-180 days after the Initial Exercise Deadline. As part of the vesting documentation for the purchase of the Property pursuant to the Option, terms shall be incorporated to require that title shall vest subject to terms and conditions ensuring the Property is irrevocably protected for the above- referenced purposes in perpetuity through establishment of a conservation easement , which terms and conditions shall be reviewed and approved in writing by the Executive Director before the transfer of the Property pursuant the Option takes effect. Such conservation easement shall run with the land in favor of the People of the State of California, binding successors and assigns of the applicant or landowner in perpetuity, and shall be irrevocable for a period of 18 years, such period running from the date of recording, and indicate that the restrictions on the use of the land shall be in effect upon recording and remain as covenants, conditions and restrictions running with the land in perpetuity, notwithstanding any revocation of the offer. Any transfer of fee title to any successor over the lands covered under an exercise of the Right of First Refusal pursuant to this special condition shall require the prior written approval of the Executive Director to help ensure effectuation of and compliance with the easements described in this special condition and **Special Conditions 3 and 4.** Within 90-120 days of license renewal approval by the Nuclear Regulatory Commission, PG&E shall develop and submit for the Executive Director’s review and approval an agreement with the Commission that effectuates the Option described herein. The agreement shall set forth the terms and conditions consistent herewith under which the Option may be exercised, including but not limited to a perpetual option term, notice requirements, purchase procedures, and closing obligations. PG&E shall sign the agreement upon its approval by the Executive Director, and the agreement or a memorandum thereof shall be recorded in the County where the Property is located within 30 calendar days thereafter. In the event that no Approved Purchaser exercises the Option or no Approved Purchaser acquires legal title after exercising the Option as specified in this condition within 18 years, PG&E shall submit an amendment application to this CDP to propose alternative mitigation.

e) Revised text to **Special Condition 3** on pages 14,15 and 16:

3. Offer to Dedicate New Trail Easements for Public Access

A. Offer to Dedicate Recordation. WITHIN 12 MONTHS OF LICENSE APPROVAL BY THE NUCLEAR REGULATORY COMMISSION, PG&E ~~or~~ on behalf of itself and its subsidiaries ~~or~~ and affiliates (as used in this special condition, “PG&E”) shall execute and record document(s) in a form and content acceptable to the Executive Director, irrevocably offering to dedicate to a public agency or a non-profit land conservation organization that is subject to approval by a the Executive Director, floating easements for the public access trails identified as “Crowbar Canyon” (approximately 1.7 miles), “Buchon Hills Loop” (approximately 3.2 miles), “Coon Creek Connector” (approximately 1 mile), “San Luis Bay Overlook” (approximately 2.7 miles), and Pecho Loop Trail (approximately 1.7 miles), as generally depicted in Exhibit 5 (“Phase I Trails”). In the

event that the California Public Utilities Commission authorizes PG&E to continue operations of DCPD beyond October 31, 2030, PG&E shall, within 12 months of the date of that authorization, additionally execute and record document(s) in a form and content acceptable to the Executive Director, irrevocably offering to dedicate to a public agency or non-profit land conservation organization that is subject to approval by the Executive Director, floating easements for public access trails identified as "Diablo Canyon Trail" (approximately 9.7 miles), and "South Ranch Connector" (approximately 1.3 miles), as generally depicted on Exhibit 5 ("Phase II Trails"). No structure or access will be required to cross the DCPD primary access road during plant operations. As an alternative to the South Ranch Connector trail, PG&E may irrevocably offer to dedicate, subject to the same conditions as with the South Ranch Connector trail, the Alternative Wild Cherry Canyon Alignment (approximately 3.3 miles), provided that PG&E demonstrates to the Executive Director that it has the legal capacity to do so. If the South Ranch Connector option is carried forward, physical improvements associated with the DCPD primary access road crossing would be completed within 180 days of planned plant shutdown, or within 18 months of unplanned permanent plant shutdown, provided that all necessary permits have been issued in time to complete the work.

...

The recorded document(s) shall include descriptions and corresponding graphic depictions of both PG&E's entire parcel(s) and the trail easement areas. The offers to dedicate required under this special condition ("Trail OTDs") shall be recorded free of prior liens and encumbrances that the Executive Director determines may affect the interest being conveyed. The Trail OTDs shall run with the land in favor of the People of the State of California, binding all successors and assignees, and shall be irrevocable for a period of 24-18 years, such period running from the date of recording, and indicate that the restrictions on the use of the land shall be in effect upon recording and remain as covenants, conditions and restrictions running with the land in perpetuity, notwithstanding any revocation of the offer. Any development, as defined in Section 30106 of the Coastal Act, that would diminish permanent public access and recreational use of the easement areas is prohibited. The Executive Director may extend, in writing, for good cause, the 12-month period for execution and recordation of the offer.

f) Revised text to **Special Condition 4** on pages 17 and 18:

Within 30 days of recordation of the Point Buchon OTD and the Pecho Coast OTD (collectively referred to in this special condition as the "OTDs"), PG&E shall provide documentation to the Executive Director showing that it has recorded the OTDs with San Luis Obispo County for acceptance by a public agency or non-profit land conservation organization approved by the Executive Director. The OTDs shall be recorded free of liens and prior encumbrances that the Executive Director determines may affect the interest being conveyed. The OTDs shall run with the land in favor of the State of California, binding successors and assigns of the applicant or landowner. The OTDs shall be irrevocable for a period of 24-18 years, such period running from the date of recording, and indicate that the restrictions on the use of the land shall be in effect

upon recording and remain as covenants, conditions and restrictions running with the land in perpetuity, notwithstanding any revocation of the offer. Any development, as defined in Section 30106 of the Coastal Act, that would diminish permanent public access and recreational use of the easement areas is prohibited. The Executive Director may extend, in writing, for good cause the 12-month period for execution and recordation of the OTDs.

g) Revised text to **Special Condition 5** on page 18:

5. Alternative Trail Alignment. Nothing in this coastal development permit shall be construed as precluding the consideration of any public trail alignment alternatives that are the subject of this permit, including alignments that may be partially or wholly located outside the easements offered pursuant to the special condition above. Any public trail alignment alternative(s) shall be as proximal as possible to the originally proposed alignment(s).

h) Revised text to **Special Condition 6** on page 18:

6. Easement Funding. PG&E shall provide a total of up to \$5.5 million in funding (“Easement Funding”) for the public access easements specified in Special Conditions 3 and 4 (“Public Access Easements”) for the planning, development, construction, improvement, management, maintenance, and operation of public access trails in the Public Access Easements and for stewardship of the easements specified in this permit. Furthermore, PG&E shall provide \$500,000 in funding for additional studies for environmental, topographic, and/or cultural resource conditions concerning trails to be constructed as specified in this permit and for which there is no Existing Data available; provided, however, if any funds from this \$500,000 allocation are not expended within three years of the effective date of the funding agreement, these proceeds shall be returned to PG&E for customer refunds. In addition, PG&E shall provide \$100,000 in funding for administration of the Easement Funding. Within 120 days of CDP approval, PG&E shall submit to the Executive Director for review and approval a proposed Funding Agreement, which shall include, at a minimum: (i) the amounts and eligible uses of the Easement Funding, as specified above; (ii) terms regarding the funding method and schedule; (iii) any other reasonable and necessary terms to ensure timely and effective implementation of the Easement Funding and the Public Access Easements. PG&E shall sign the agreement upon its approval by the Executive Director.

i) Revised text to **Special Condition 7** on pages 18-19:

7. Supplemental Seismic Hazards Analysis. Any future CDP or CDP Amendment application for continued operations of the DCP beyond October 31, 2030 shall be supported by a supplemental evaluation of seismic hazards at the site, using the best available science in relation to (a) the slip rate of the Hosgri fault, and (b) the fault geometry and fault slip rates of the Irish Hills faults, including but not limited to results of sensitivity analyses showing related seismic hazard impact, and will include an

evaluation of substantially following the recommendations of the Independent Peer Review Panel (IPRP) for Seismic Hazard Studies of the Diablo Canyon Nuclear Power Plant, Report No. 16 (dated August 26, 2024) and the Commission Geologist's October 16, 2025 Technical Memorandum (Appendix C).

The supplemental analysis shall generate a ground motion response spectrum for the site that shall be compared to the plant design basis, and make recommendations as to whether any upgrades, repairs or modifications to plant structures or equipment are necessary to assure the non-radiological stability and structural integrity of the plant for the proposed period of extended operations. The supplemental analysis shall be made available to the IPRP and the Diablo Canyon Independent Safety Committee (DCISC) for review and comment. If the full supplemental evaluation cannot practicably be completed by the time the CDP or CDP Amendment application is submitted, it shall, at a minimum, include (1) an analysis of the ground shaking hazard at DCPD using the Hosgri Fault slip rates recommended in the IPRP and Commission Geologist's reviews, (2) any other elements that have been completed, including any new data and analysis of the Irish Hills faults, and (3) a summary of planning and initiation for those remaining elements, along with a description of status and expected completion dates.

j) Added Special Conditions after **Condition 10** on page 19:

10.1 General Deed Restriction. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, PG&E, on behalf of itself and its subsidiaries and affiliates, shall submit to the Executive Director for review and approval documentation demonstrating that the it has executed and recorded against the parcel(s) governed by this permit a deed restriction, in a form and content acceptable to the Executive Director: (1) indicating that, pursuant to this permit, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property; and (2) imposing the Special Conditions of this permit as covenants, conditions and restrictions on the use and enjoyment of the Property. The deed restriction shall include a legal description of the entire parcel or parcels governed by this permit. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this permit shall continue to restrict the use and enjoyment of the subject property so long as either this permit or the development it authorizes, or any part, modification, or amendment thereof, remains in existence on or with respect to the subject property. The Executive Director may waive the above requirement for the General Deed Restriction to be recorded prior to issuance of the Coastal Development Permit upon a showing by PG&E of good cause.

10.2 New Development Pending OTD Recordation. PG&E, on behalf of itself, its subsidiaries, affiliates, successors, and assigns, shall not seek to undertake any new development on North and South Ranch properties (as depicted in **Exhibit 4**, which shall be an exhibit to the notice of intent to issue the permit), except as authorized under this permit, without the expressed written permission of the Executive Director, until the OTDs for conservation easements specified in Special Condition 1 for North Ranch

properties and the conservation easement specified in Special Condition 2, as applicable (i.e. if the right of first refusal option is exercised) for South Ranch properties are recorded. The restrictions of this special condition shall no longer apply to the North and South Ranch properties once such OTDs are recorded against these properties, respectively.

k) Revised text to **Special Condition 16** on pages 25 and 26:

16. CPUC and/or NRC Approval. If CPUC and/or NRC approval is required prior to PG&E conveying offers to dedicate easements or recording easements specified in this CDP or selling lands subject to the right of first of refusal specified in this CDP, PG&E shall apply to the CPUC and/or NRC within 120 days of this CDP becoming effective for such approval in compliance with statutory and regulatory requirements. If the CPUC and/or NRC does not issue any required approvals for such easement or sale, PG&E shall promptly notify the Executive Director and submit an amendment to this CDP to propose alternative mitigation. PG&E shall also seek authorization of remedial or other action in response to NRC review to ensure consistency with the enforceable policies of the CCMP.

l) Revised text to the last paragraph on page 32:

PG&E maintains a Transmission Vegetation Management Program to ensure the safe and reliable operation of DCP's transmission facilities and power lines. This program includes a ROW Maintenance Program which is further partitioned into the Transmission ROW (T-ROW) Reclamation Program and the Transmission Integrated Vegetation Management Procedure (TIVM). While the T-ROW program focuses on removal of hazardous trees, incompatible vegetation, and border zone vegetation, the TIVM procedure focuses on promoting stable, low-growing plant communities that will resist invasion by tall-growing tree species. The TIVM procedure focuses on reclaimed ROW corridors. TIVM control methods can include a combination of chemical, biological, cultural, mechanical, or manual treatments. PG&E maintains a guidance document that details BMPs designed to ensure that vegetation management activities (including under in-scope transmission lines) are performed in an environmentally sensitive manner to minimize environmental impacts. Site personnel are required to inform DCP environmental operations prior to vegetation maintenance activities. At DCP, transmission power lines originate at the turbine generating station and continue inland atop transmission towers to the switchyards. Due to the height of the power lines above the ground and the path of the lines through predominantly disturbed, industrial areas the need for vegetation management within transmission rights-of-way at DCP is minimal. There is one small, fenced area of nonnative grasses measuring approximately 6,100 square feet within which vegetation has been historically managed per North American Electric Reliability Corporation (NERC) clearance standards.

m) Revised text in the fourth paragraph on page 34:

DCPP's intake cove/harbor area has an existing boat dock within the southeast portion that measures roughly ~~two hundred~~ 895 square feet and consists of a main float, three finger floats, two guide piles, two five-inch diameter shoreside pipe struts, a shoreside gangway, and stairs to the gangway.

n) Additional text in first full paragraph on page 36:

Mitigation Proposal

PG&E, through communications with Commission staff on October 17, 2025, and volunteered conditions of approval has also voluntarily included within both its consistency certification and CDP application a proposal to mitigate for the adverse effects to coastal resources associated with continued operation of DCPP. This mitigation proposal is comprised of four parts: (1) a conservation easement to be established on certain PG&E owned lands on North Ranch; (2) a "right-of-first refusal" option that PG&E would purchase from its affiliate, Eureka Energy Company (Eureka), for South Ranch (which is owned by Eureka), ensuring that prior to any future sale or transfer of South Ranch lands by Eureka, the state, as well as local and federal government agencies, would first be provided an opportunity to purchase the land. After a certain period, non-profit land conservation organizations, including those of California Native American Tribes, would also be provided with a similar opportunity; (3) a public access trail easement for an expanded network of over 25 miles of new trail alignments on North Ranch and South Ranch and connecting the two, providing a series of shorter loop trails at either end of the property as well as a through-trail connecting Montaña de Oro State Park to Port San Luis; and (4) an offer of \$5.6 million to accompany the public access trail easement for use planning, constructing, maintaining and managing the public access trails. PG&E also proposes to include both the existing Point Buchon Trail and Pecho Coast Trail within its ~~the proposal to establish trail easements for the new public access trails, PG&E also proposes for e be included.~~ Further, PG&E proposes to pursue the transfer of fee title to a public agency such as the California Department of Parks and Recreation for its North Ranch lands that would be covered by the proposed conservation easement.

PG&E proposes to implement this mitigation in two phases, based on the operating duration of the power plant. If the plant operates for five years or less, the conservation easement and subsequent transfer of lands on North Ranch would include approximately 1,100 acres, the right-of-first refusal option would be purchased from Eureka, and the trail easement would include roughly ten miles of new trails alignments. If the plant operates beyond five years, the conservation easement and subsequent transfer of lands would be expanded to include approximately 2,200 additional acres and the trail easement would include over 15 miles of additional trails, including the through-trail across the Diablo Canyon lands.

[Exhibit 5](#) shows the location and configuration of PG&E's proposed conservation easement/transfer and right-of-first refusal areas as well as the proposed trail alignments.

o) Revised footnote on the bottom of page 84:

⁸² ~~Letter~~ Email from T. Jones (PG&E) to C. Teufel (CCC), dated October 10, 2025.

p) Revised text in the second paragraph on page 100:

The two other primary elements of PG&E's land conservation and access mitigation package would also provide benefits to public access. The conservation easement would include specific language that restricts development to protect fragile coastal resources (e.g. terrestrial resources in relation to the marine ecosystem as discussed in more detail in Section E above as well as cultural resources as discussed in Section JG).

q) Revised text in the first paragraph on page 98:

PG&E's commitment for an offer to dedicate public access trail easements across the Diablo Canyon lands is memorialized through Special Condition 3. This special condition also establishes a variety of the specific details needed to implement PG&E's commitment and help ensure it provides the maximum amount of mitigation and benefits to the public in terms of expanded coastal access and recreation opportunities. In addition, **Special Condition 6** would memorialize PG&E's offer to provide funding as part of its mitigation proposal and reflect that the majority of this funding (\$5 million) would be directed towards the planning, design, construction, maintenance and management of the proposed public access trails. **Special Condition 6** also reflects PG&E's proposal for an additional \$100,000 to be available for administration or management of the funding by a third party until it can be expended and for a further \$500,000 to be available for use for additional studies for developing the trails, with the provision that if that \$500,000 in funding is not expended within a certain duration, it be returned to PG&E for ratepayer reimbursement.

Special Condition 4 would implement another aspect of PG&E's proposal by establishing a process for it to establish and offer easements for the two existing public access trails – Pt. Buchon and Pecho Coast – so that they can be accepted and managed by a third-party rather than by PG&E. PG&E has conveyed that its primary focus is on management and operation of the power plant and that a separate entity would likely be more efficient and effective at managing these existing trails. **Special Condition 4** would implement this proposal and clarify that PG&E would continue to manage the trails in the same manner they are currently managed, in terms of availability and access for the public, until such time as the to-be-established easements are accepted by an entity approved by the Executive Director of the Coastal Commission with the resources and expertise necessary to ensure the trails remain open for public use. If no such entity accepts the easements, the trails would continue to be managed and maintained by PG&E, consistent with the past Commission requirements described above.

PG&E's proposal to establish easements for new public access trails on the Diablo Canyon lands ~~This proposed mitigation~~ also directly aligns with the community goals identified in the Diablo Resources Advisory Measure, the "DREAM Initiative" which passed with support from almost 75 percent of San Luis Obispo County voters in March of 2000 and called for the Diablo Canyon lands to be recognized "as an exceptionally precious coastal resource" and to be set aside for habitat preservation and public use. These enduring community and stakeholder goals and values were captured again more recently in the May 2023 Diablo Canyon Power Plant Land Conservation and Economic Development Plan, prepared by the California Natural Resources Agency pursuant to SB 846.

r) Revised text in the first paragraph on page 99:

In its CDP application, PG&E also ~~proposes~~ discusses a realignment of the existing Pecho Coast Trail and new trailhead. A segment of the existing Pecho Coast Trail begins near the DCPD entrance station located at Diablo Canyon Road. After several short switchbacks the current trail connects with Lighthouse Road for approximately 0.5 miles and then continues along a designated trail to the Point San Luis Lighthouse. Lighthouse Road is occasionally used by cars which creates a safety risk and potential user conflict with hikers and the co-location of a trail segment on the road also detracts from the experience of hiking the Pecho Coast Trail. PG&E is exploring with Port San Luis staff ~~the proposes to construction of~~ a new staircase entrance to the Pecho Coast Trail beginning at the Port San Luis parking lot west of the Hartford Pier and connecting directly to the spur of the Pecho Coast trail leading to the lighthouse, thus eliminating the need for hikers to use Lighthouse Road to reach the trail and providing a trailhead location separate from the often busy Diablo Canyon access gate and road. Implementation of this proposal would require additional coordination between PG&E and Port San Luis as well as potential authorization from San Luis Obispo County.

s) Revised text in the last paragraph on page 106:

PG&E is also proposing an offer to dedicate a total of over 25 miles of public access trails across Phases 1 and 2 of operations, as shown in **Exhibit 5**. This exhibit provides conceptual alignments for the trails selected by PG&E, largely based on avoidance of the area surrounding the DCPD facility and the location of existing ranch access roads and cattle trails that it expects could be used to facilitate public access. PG&E also maintains a catalogue and knowledge of sensitive cultural sites on the Diablo Canyon lands, much of which has been developed in close coordination and partnership with the yak tityu tityu yak tihini Tribe and intentionally configured the proposed trail alignments to avoid such areas and maintain significant buffers around them. For example, no proposed trail alignments are located along the coastal portion of South Ranch due to the presence of several culturally significant sites within that area. However, no extensive environmental analysis or planning of the trail alignments has been done yet and would need to be completed to help ensure damage or disturbance of sensitive sites is avoided once PG&E's proposed offer-to-dedicate trail easements is accepted

and the accepting entity moves forward with trail establishment.

t) Additional text following first full paragraph on page 119:

As noted in Philip Johnson's technical memorandum (**Appendix C**), in recent years PG&E has sponsored a U.S. Geological Survey (USGS) assessment of new techniques, including absolute age dating methods, thermochronology, basin wide erosion rates, and geomorphic indices, that could help inform fault geometries, deformation models and slips rates for faults beneath and around the Irish Hills. PG&E has also agreed to fund the USGS to reprocess older offshore seismic reflection data in the vicinity of the Los Osos fault. Additionally, it is staff's understanding that the USGS plans to collect low-energy chirp sub-bottom profile data over the central coast offshore Santa Maria Basin between Cambria and Purisima Point, including the Hosgri, Los Osos, Shoreline, Casmalia, and Lion's Head fault zones. These research efforts have the potential to yield useful data about the fault geometry, sense of slip, and slip rates of the Irish Hills faults. However, as discussed in the reviews by the IRT, IPRP and Commission Geologist, additional onshore investigation, especially of the south-western boundary zone fault, is needed to fully address the current uncertainties.

u) Revised text in the last paragraph on page 121:

In order to provide assurance that PG&E's on-going assessment of seismic ground shaking hazards at DCPN is based on the best available science, and extended plant operations would continue to minimize hazards and assure stability and structural integrity consistent with Section 30253(a) and (b) of the Coastal Act, **Special Condition 7** requires that any future CDP or CDP Amendment application for continued operations of the DCPN beyond October, 31, 2030, be supported by a supplemental evaluation of seismic hazards at the site, using the best available science in relation to (a) the slip rate of the Hosgri fault, and (b) the fault geometry and fault slip rates of the Irish Hills faults, and address substantially following the recommendations of the Independent Peer Review Panel (IPRP) for Seismic Hazard Studies of the Diablo Canyon Nuclear Power Plant, Report No. 16 (dated August 26, 2024), the Seismic Review Team of the Diablo Canyon Independent Safety Committee (SRT) May 2025 report, and the Commission Geologist's October 16, 2025 Technical Memorandum (Appendix C). The supplemental analysis would be required to compare probabilistic seismic ground motion predictions for the site to the plant design basis, make recommendations as to whether any upgrades, repairs or modifications to plant structures or equipment are necessary to assure the non-radiological stability and structural integrity of the plant for the proposed period of extended operations, and be made available to the IPRP and the Diablo Canyon Independent Safety Committee (DCISC) for review and comment.