



California Department of Fish and Wildlife
Marine Region
1933 CLIFF DRIVE, SUITE 9
SANTA BARBARA, CA 93109

California Endangered Species Act
Incidental Take Permit No. 2081-2025-049-07

CARGILL SALT SOLAR SALT OPERATIONS

I. Authority:

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4.)

Permittee:	Cargill, Incorporated
Principal Officer:	Don Brown, Senior Director
Contact Person:	Connie Lee, (510) 320-9659
Mailing Address:	7220 Central Avenue Newark, CA 94560

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2035**. This ITP is divided into two time phases. Phase 1 comprises of the first 60 months from the effective date of the ITP and Phase 2 comprises the time frame after the first 60 months from the effective date of the ITP until this ITP expires on December 31, 2035.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.7 of this ITP.

¹Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill".)

²The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

III. Project Location:

The Cargill Salt Solar Salt Operations (Project) is located in South San Francisco Bay within the counties of Alameda, Santa Clara, and San Mateo. The Project consist of three primary plant locations Newark Plant 1, Newark Plant 2, and the Redwood City Plant (see Figure 1). Newark Plant 1 is located on the eastern shoreline of San Francisco Bay within Fremont, CA between Coyote Hills Slough/Alameda Creek on the north and the Newark Slough to the south. Newark Plant 2 is south of Newark Plant 1. It is bounded by the Union Pacific Railroad right of way in the north and the Mud Slough/Coyote Creek to the south. The Redwood City Plant is on the west shoreline of San Francisco Bay (Bay) and is bordered by Redwood City to the west and Menlo Park to the southeast with Westpoint Slough and Flood Slough on the northern and eastern borders. The Project area is comprised of approximately 12,100 acres.

IV. Project Description:

The Project includes continued maintenance and operation of existing sea salt production facilities that have been in operation since the early 1900s. Maintenance and operation activities include earthen berm maintenance, operation of a transbay brine pipeline, sea level rise adaptation, vegetation management, material stockpiles, water intake structure management, and other infrastructure related management. For the purposes of this ITP, the intake structure operation and maintenance, intake structure sediment removal, and associated in-water activities, such as pile driving, were considered and described within the following Project components.

Intake Structure Operation

Permittee pumps Bay water to start the salt making process and to regulate salinity levels and concentrations of different minerals within the salt ponds. Bay water intake structures are located at the beginning of the salt pond system where Bay water enters the pond system and begins the concentration process, as well as throughout the system to support the salt production process (Figures 2-4). Water intake structures are located along tidal sloughs adjacent to the outboard salt pond berms. Intake structures consist of tide gates and pumps to bring Bay water into the system under controlled conditions. Permittee's water intakes are either directly connected to Bay water or connected to Bay water via tide gates that allow water to flow passively into a contained pumping area. Permittee operates 11 Bay water intake locations (Table 1) with individual intake volumes ranging from 100 acre-feet per year to 20,000 acre-feet per year. Combined, all intakes pump an estimated 32,350 acre-feet of Bay water each year.

Sediment Removal from Intake Structures

Periodic maintenance is performed to remove sediment from in and around the intake structures. Activities include the use of divers using 4 to 6-inch diameter hose and low velocity pumps to suction sediment from around intakes. Divers submerge the end of the hose into the sediment before engaging the pump and keep it submerged whenever the suction pump is in operation and disengaging the pump to reposition. Pumps are located on top of a berm or intake platform with a hose of sufficient length for divers to reach their intended removal area. Sediment is pumped into a

screened area within a salt pond and removed from the screened area, with an excavator, after settling. Material is placed in trucks for transport to a reuse location or other disposal facility. Other removal methods may include a boat mounted hydraulic suction hose or traditional barge mounted excavator. Other removal methods may include alternative sediment management approach where dredged material is pumped to a filter box on top of a berm with the water being discharged into an adjacent salt pond. Material would be reused or disposed of as described above.

Sediment removal for each intake is typically required every 3 to 5 years. Permittee estimates that the amount of sediment requiring removal at any one time would range from less than 30 cubic yards up to approximately 1,800 cubic yards, depending on the intake location and specific structure. The total volume that would require removal during the anticipated 10-year permit period is estimated to be approximately 3,600 cubic yards of sediment.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. Longfin smelt (<i>Spirinchus thaleichthys</i>)	Threatened ⁴
2. White sturgeon (<i>Acipenser transmontanus</i>)	Candidate ⁵

These species and only these species are the “Covered Species” for the purposes of this ITP.

V. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include intake of Bay water for Project maintenance and operation, removal of sediment from in and around intake structures and supporting Project infrastructure, in-water work associated with maintenance and operation of intake infrastructure, and pile driving (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as entrainment and/or impingement of the Covered Species during routine unscreened intake of water for continued Project operation or suction dredging near intake structures and decreased water quality during sediment removal. The Covered Species may not be able to avoid or escape the unscreened intakes during operation. As a result, it is likely mortality of Covered Species and/or injury leading to mortality would occur. Pile driving or other sediment disturbing activities can adversely affect the covered species via elevated underwater sound levels

³ Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

⁴See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(2)(E).

⁵The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species in this ITP.

and decreased water quality conditions, which may cause mortality of Covered Species and/or injury leading to mortality. The areas where authorized take of the Covered Species is expected to occur include intake structures contained within the three operation plants (Newark 1 and 2 and Redwood City) and referenced in Figures 1 through 4 specifically within waterways connected to San Francisco Bay including Plummer Slough, Mowry Slough, First Slough, Newark Slough, and Alameda Creek (collectively, the Project Area).

The Project is expected to cause permanent loss of habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include long-term effects due to continued intake of water, stress resulting from noise and vibrations from intake operation, localized decrease in water quality from sediment removal activities, and displacement from available habitat.

VI. Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species.

VII. Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vessel ingress and egress, staging and parking, and noise and vibration generating activities that may cause take of Covered Species. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Assessment (SCH No.: 2020080442) approved by San Francisco Bay Conservation and Development Commission on May 1, 2025 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement

(LSAA) (Notification No. EPIMS-ALA-62073-R3) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.

- 4. ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the United States Fish and Wildlife Service and National Marine Fisheries Service Biological Opinions for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 5. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
- 6. General Provisions:**
 - 6.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
 - 6.2. Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
 - 6.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist

shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 6.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for employees that will be conducting work in the Project Area.
- 6.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is immediately available for review at the Project site upon request by CDFW.
- 6.6. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.7. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas.
- 6.8. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of

any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.

6.9. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project Area and shall otherwise fully cooperate with CDFW efforts to verify compliance with, or effectiveness of, permit conditions and mitigation measures set forth in this ITP.

6.10. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, boxes, and any refuse.

7. Monitoring, Notification and Reporting Provisions:

7.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.

7.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.

7.3. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of once per month during months in which there is intake of Bay water. Additionally, the Designated Biologist shall inspect the Mowry and Coyote intakes within the 10 day window prior to the start of the pumping window each year. During activities related to sediment removal, dredging, or pile driving the Designated Biologist shall conduct compliance inspections daily. The Designated Biologist shall conduct compliance inspections to:

- (1) minimize incidental take of the Covered Species;
- (2) prevent unlawful take of species;
- (3) check for compliance with all measures of this ITP; and
- (4) check intakes, and protective fish screens, are operating effectively.

The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance

inspections, observations of Covered Species, and their signed survey results and monitoring activities that are required in the Monitoring and Adaptive Management Plan (MAMP).

- 7.4. Monthly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 7.3 and result from Covered Species monitoring efforts, as approved in the MAMP (Condition of Approval 8.8) into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted within 30 days following the end of each month. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Arn Aarreberg (Arn.Aarreberg@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed following the conclusion of the monitoring efforts, as described in the MAMP, CDFW will notify Permittee in writing of the new reporting schedule.
- 7.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year, beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the total volume of water pumped within the previous calendar year, and a total since ITP issuance; (7) an accounting of the total cubic yards of sediment removed within the previous calendar year, and total since ITP issuance; and (8) information about other Project impacts on the Covered Species.
- 7.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation, and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.

7.7. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; (8) the total volume of water pumped and the total cubic yards of sediment removed since the issuance of the ITP; and (9) any other pertinent information.

7.8. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Representative at (707) 791-4195 and notification via email at Arn.Aarreberg@wildlife.ca.gov. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

8. Take Minimization Measures: The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

8.1. Water Intake. Water Intake shall only occur at the specific intake locations, as described in Table 1, and within the water ways included in the Project Area. The intake of Bay water shall only occur for the purposes described in the Covered Activities.

8.2. Water Intake Volume Limitation. Water intake volume shall not exceed 9,550 acre feet of water from November 1 through April 30. Water intake volume shall not exceed 32,350 acre feet of water in a calendar year.

8.3. Water Intake Pumping Window. Coyote and Mowry Intakes shall restrict pumping to May 1 through October 31. Permittee shall inspect each intake prior to initiating pumping and

notify CDFW at least 24 hours prior to starting pumps at both locations each year of the permit term.

- 8.4. In-Water Work Window.** In-water work associated with sediment removal, pile driving, or activities related to intake infrastructure, shall only occur from June 1 through October 31. The Regional Representative shall be notified at least 24 hours prior to request approval to conduct critical in-water maintenance activities occurring outside of this work window. Critical maintenance activities that need to occur outside of this window must be approved by the Regional Representative prior to initiating activities.
- 8.5. Pile Driving.** Permittee shall notify the Regional Representative at least 30 days prior to any planned in-water pile driving activities. The notification shall include information related to purpose, location, type of piles, number of piles, and equipment proposed. Upon CDFW review, additional avoidance and minimization measures may be required based on the scope of the proposed pile driving activities.
- 8.6. Sediment Removal and Dredging.** Suction and traditional dredging or sediment removal activities shall be limited to the water ways and intake locations shown in Figures 2 through 4. Hydraulic or suction dredging shall be limited to diver or vessel assisted intakes with intake hoses not to exceed 6 inches in diameter. The intake shall not be in operation until the terminal end of the hose is in contact with the sediment and shall remain in contact throughout operation. Suction dredge pump operation shall be disengaged prior to repositioning the terminal end of the intake hose.
- 8.7. Intake Fish Screens.** Permittee shall install a protective fish screen on at least one of the three intakes at the Coyote intake within Alameda Creek. Screen installation shall occur within 36 months from the effective date of this ITP. The fish screen design shall be submitted to CDFW for review within 6 months of the effective date of this ITP. The fish screen design must be approved by CDFW prior to implementation. Fish screen installation on other intakes shall be determined upon review of the conclusions and data collected from the MAMP.
- 8.8. Monitoring and Adaptive Management Plan (MAMP).** Permittee shall prepare and implement a Monitoring and Adaptive Management Plan (MAMP) for the Covered Species where Cover Activities are occurring. The MAMP will also assist CDFW with identifying necessary future avoidance and minimization measures, such as fish screen installation on intakes outside of Alameda Creek, as well as additional mitigation requirements for Phase 2 of the Project. The MAMP shall be finalized by June 1, 2026, and shall not be deemed complete until Permittee receives written approval from CDFW. Additionally, Permittee shall obtain a Scientific Collection Permit and 2081(a) Memorandum of Understanding from CDFW prior to implementing the approved MAMP.

8.9. Covered Species Injury or Mortality. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 7.8. Notification shall include the name of the facility where the animal was taken.

9. Habitat Management Land Acquisition and Restoration: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation for Covered Activities.

To meet this requirement for Phase 1 of this ITP and based upon the best information available, the Permittee shall purchase 4.31 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.2 below. This acreage may be sufficient for Covered Activities in Phase 1 and 2. However, following the completion of monitoring efforts for Phase 1 as outlined in the MAMP, CDFW will evaluate if additional Covered Species credits are required to fully mitigate Project-related impacts of the taking of Covered Species for Phase 2. If CDFW determines that additional purchase of Covered Species credits is required, CDFW will amend the ITP.

9.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient to purchase 4.31 acres of Covered Species credits from CDFW-approved mitigation or conservation bank or for CDFW or its contractors to complete acquisition as follows:

9.1.1. Species Credit costs for Covered Species Credits identified in Condition of Approval 9.2 below, estimated at \$650,000/acre for 4.31 acres: **\$2,801,500**. Credit acquisitions costs are estimated using the most recent estimates from the issuing mitigation or conservation bank with inflation considered.

9.2. Covered Species Credits. Permittee shall purchase 4.31 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for Project impacts. In the event CDFW agrees that the full 4.31 acres of Covered Species

credits is not available from a CDFW-approved mitigation or conservation bank pursuant, the Permittee shall complete an initial purchase of credits no less than 0.86 acres, within 18 months of the effective date of this ITP and Security shall be provided pursuant to Condition of Approval 10 below for all uncompleted obligations. The Permittee shall purchase the full 4.31 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank within 60 months of the effective date of this ITP. Permittee shall submit to CDFW a copy of the Bill of Sale(s), reservation agreement, and Payment Receipt for Covered Species credits.

10. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

10.1. Security Amount. The Security shall be in the amount of **\$2,801,500** or in the amount identified in 9.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW.

10.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.

10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

10.5. Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.

10.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.

10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and
- Timely submission of all required reports.

Even if Security is provided, the Permittee must initiate initial purchase of at least 0.86 acres or complete the purchase of Covered Species Credits no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional habitat management lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe or additional information collected from monitoring efforts indicate the impacts to the Covered Species are greater than originally estimated as identified in Condition of Approval 9.

VIII. Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

IX. Stop-Work Order:

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

X. Liability:

All terms and conditions of this ITP shall be binding upon each Permittee. Notwithstanding California Civil Code section 1431 or any other provision of law, each Permittee shall be jointly and severally liable for performance of all terms, conditions, and obligations of this ITP and shall be jointly and severally liable for any unauthorized take or other violations of this ITP, whether committed by Permittees or any person acting on behalf of one or more Permittees, including their officers, employees, representatives, agents or contractors and subcontractors. Any failure by one or more

Permittees to comply with any term, condition, or obligation herein shall be deemed a failure to comply by all Permittees.

XI. Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

XII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2025-049-07) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Craig Shuman, Regional Manager
California Department of Fish and Wildlife
1933 Cliff Drive, Suite 9
Santa Barbara, CA 93109
R7RegionalMgr@wildlife.ca.gov

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090
CESA@wildlife.ca.gov

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Arn Aarreberg
3637 Westwind Blvd.
Santa Rosa, CA 95403
Telephone (707) 791-4195
Arn.Aarreberg@wildlife.ca.gov

XIII. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, San Francisco Bay Conservation and Development Commission. (See generally Pub. Resources Code, §§

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21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Cargill, Incorporated Solar Sea Salt System Maintenance and Operations Activities Environmental Assessment, (SCH No.: 2020080442) dated August 2024 that the San Francisco Bay Conservation and Development Commission approved for Cargill, Incorporated Solar Sea Salt System Maintenance and Operations Activities on June 5, 2025. At the time the lead agency approved the Environmental Assessment and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's Environmental Assessment for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, §§ 15096, subd. (f) and 15253, subd.(a)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

XIV. Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, Cargill, Incorporated Solar Sea Salt System Maintenance and Operations Activities Environmental Assessment, the results of consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 4.31 acres of compensatory habitat that is

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contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XV. Attachments:

Figure 1	Map of Project
Figure 2	Newark Plant 1 Intake Structures
Figure 3	Newark Plant 2 Intake Structures
Figure 4	Redwood City Plant Intake Structures
Table 1	Water Intake Structures
Attachment 1	Mitigation Monitoring and Reporting Program
Attachment 2	Biologist Resume Form
Attachment 3	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 10/29/2025



Craig Shuman, D. Env, Regional Manager
Marine Region

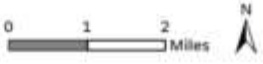
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Sources: National Geographic, WRA | Prepared By: kobykarsz, 10/22/2024

Figure 1. Cargill Solar System Vicinity and Project Site

Cargill Salt Operations
Bay Area, California



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Figure 2. Cargill Solar Salt System - Newark Plant 1

Cargill Salt Operations
 Bay Area, California



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Figure 3. Cargill Solar Salt System - Newark Plant 2

Cargill Salt Operations
 Bay Area, California



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Cargill Salt Operations
Bay Area, California

Figure 4. Cargill Solar Salt System - Redwood City Plant

Table 1. Water Intakes for the Cargill Solar Sea Salt System

#	Pump	Intake Configuration	Approx. Vol. Water Pumped Per Year (Acre-feet)	Associated Slough/Creek	Usage Period (Typical)
1	Green Hornet #1 Intake	Pump in Channel Behind Weir	250	Plummer Slough	June to November
2	Bay Water Intake	Screw Gate Intake to Ditch. No Pump.	1,000	Plummer Slough	May to September
3	Multipurpose Pump #1 and #2 Intake	Flap Gate Intake to Ditch. Pumps (2) in Ditch	1,500	Mowry Slough	All Year
4	Mowry Siphon Bay Water Intake	Flap Gate into Donut. Pump in Donut	250	Mowry Slough	All Year
5	Wash Water Ditch Pump Intake	Flap Gate into Donut. Pump in Donut	250	Mowry Slough	All Year
6	Redwood City Intake	Pump in Channel	100	First Slough	Rarely Used
7	Green Hornet #3 Intake	Flap Gate in Donut. Pump in Donut	250	Newark Slough	June to October
8	3-inch Temporary Pump	Pump in Channel	500	Plummer Slough, Mowry Slough, Newark Slough, Alameda Creek, First Slough	As-Needed, Used Infrequently
9	Bittern Pond P-12-13 Siphon Intake	Pump in Channel	500	Plummer Slough	June to October
10	Mowry Intake	Pump in Channel (only one pump on pump platform)	8,000	Mowry Slough	June to November
11	Coyote Intake 1, 2, & 3	Pumps (3) in Channel	20,000	Alameda Creek	April to May (1 pump) June to October (3 pumps)