



California Department of Fish and Wildlife
North Central Region
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670

California Endangered Species Act
 Incidental Take Permit No. 2081-2025-070-02

CLOVER APARTMENTS PROJECT

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:	AMCAL Multi-Housing, Inc.
Principal Officer:	Ramin Kianfar
Contact Person:	Rincon Consultants, Inc., (530) 217-8952
Mailing Address:	30141 Agoura Road, Suite 100 Agoura Hills, CA 91301

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 **September 30, 2031**.

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 6.1 of this ITP.

III. Project Location:

The Clover Apartments Project (Project) is located at 7543 Wainscott Way, within the City of Sacramento, Sacramento County (See **Figure 1**). The Project is located in southwestern Sacramento between Interstate 5 and California State Route 99, at the

¹ Pursuant 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".])

² The 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.

intersection of Meadowview Road and Wainscott Way, and approximately 2 miles northeast of the Sacramento River at approximately Latitude 38.4837572367, Longitude -121.469590994. The Project is situated just west of the Regional Transit Meadowview Light Rail Station and surrounded by mixed use single-family residential and commercial areas to the north, east, and south.

IV. Project Description:

The Project includes the development of 11.31 acres of undeveloped land into a 348-unit affordable housing project composing of eleven residential buildings, bicycle and vehicle parking spaces, a large community clubhouse, and outdoor community and recreational areas. A six-foot iron bar fence will be installed along the eastern property line, a six-foot masonry wall will be constructed along the western property line, and six-foot-tall fences and tall shrubs will be planted along the northern and southern sides of Ellwood Avenue and the eastern and western sides of Wainscott Way.

Project activities include vegetation clearing, grading of the entire Project site, excavating and installing underground utilities, road construction, hauling and staging materials, building construction, and other activities. Construction vehicles will need to access the entire Project site to conduct Project activities identified as the Project Area in **Figure 2**.

V. Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>CESA Status³</u>
1. Western burrowing owl (<i>Athene cunicularia</i>)	Candidate ⁴

This species and only this species is the "Covered Species" for the purposes of this ITP.

VI. 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 clearing and grubbing, excavation, grading, movement of stored materials, including pipes that may be utilized by the Covered Species, eviction of the Covered Species, and construction equipment ingress and egress associated with the development of the subdivision including residential buildings, roads, sidewalks, and fences (Covered

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

⁴ The 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.

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 permanent habitat modification, crushing, entombing, partial amputation, eviction, and other means resulting in the direct mortality of individuals. The Covered Species could be injured or killed by construction equipment working in suitable nesting and foraging habitat or construction vehicles and personnel traveling through the Project Area. Disturbance or degradation of suitable habitat for the Covered Species in the Project Area could occur if soil or other materials are sidecast or fall into the habitat and cover the burrows, if the ground squirrel and small mammal prey population is reduced by Project activities, or if other artificial refuges (e.g., a pile of concrete rubble, pipes, etc.) are removed by Project activities. Noise and vibrations from construction equipment and presence of human activity (auditory and visual disturbances) during Covered Activities may also disturb the Covered Species within the Project Area and lead to nest abandonment.

Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species in association with eviction of the Covered Species from the Project Area. Species may be injured or adversely affected by construction activities obstructing the movement of the Covered Species or movement of stored equipment or materials that could be used by the Covered Species as a place for cover.

The areas where authorized take of the Covered Species is expected to occur include: the entire Project Area.

The Project is expected to cause the permanent loss of 11.31 acres of occupied nesting and foraging habitat for the Covered Species as shown in **Figure 3** (the Project Impacts). 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: stress resulting from noise and vibrations from Project activities and eviction, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

VII. 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

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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.

VIII. Conditions of Approval:

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.

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may cause take. 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 Mitigated Negative Declaration (SCH No.: 2005092114) certified by the City of Sacramento on November 10, 2005, with an addendum adopted on May 22, 2025, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. 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.
- 4. Provisions Prior to Disturbing Soil or Vegetation:**
 - 4.1. Designated Biologist(s) and/or 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.

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Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, and proper eviction methodology 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.

4.2. 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.

4.3. Compensatory Mitigation Compliance. Permittee shall comply with all conditions detailed in Section 7, Compensatory Mitigation that are required prior to the start of groundbreaking activities.

5. Provisions Prior to Disturbing Soil or Vegetation and for Entire Project:

5.1. 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.

5.2. 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 translation 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 long-term and/or permanent employees that will be conducting work in the Project Area.

- 5.3. Designated Biologist and/or Biological Monitor Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist/Biological Monitor 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 Site and otherwise facilitate the Designated Biologist/Biological Monitor in the performance of his/her duties. If the Permittee is unable to comply with the ITP, then the Designated Representative 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/Biological Monitor 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.
- 5.4. 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, a list of signatures of all personnel who have successfully completed the education program, and daily monitoring reports prepared by the Designated Biologist or Biological Monitors with written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 5.5. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in

animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.

- 5.6. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 5.7. 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.
- 5.8. Delineation of Property Boundaries.** Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 5.9. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 5.10. 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. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.9 of this ITP.

- 5.11. 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 unpermitted 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.
- 5.12. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to relocate the Covered Species and verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.13. 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.
- 5.14. Compliance Monitoring.** The Designated Biologist(s)/Biological Monitor(s) shall be present daily during clearing, grubbing, and grading to monitor compliance with this ITP. The Designated Biologist(s)/Biological Monitor(s) shall conduct compliance inspections a minimum of one day a week (or one day a month with CDFW approval) after clearing, grubbing, and grading are completed. The Designated Biologist(s)/Biological Monitor(s) shall conduct compliance inspections to: minimize incidental take of the Covered Species; prevent unlawful take of species; check for compliance with all measures of this ITP; and ensure that signs, stakes, and fencing are intact, and that Covered Activities are confined to the Project Area. The Designated Biologist(s)/Biological Monitor(s) shall have the authority to order stop work if the Covered Species are present. Permittee shall not resume Covered Activities until CDFW has been consulted by the Designated Biologist/Biological Monitor and both the Designated Biologist/Biological Monitor and CDFW confirm that the Project is in compliance with all ITP measures.
- 5.15. Monthly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in

Condition of Approval 5.14 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 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 R2 CESA (R2CESA@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, CDFW will notify Permittee in writing of the new reporting schedule.

- 5.16. 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 5.15; (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 number of acres subject to permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 5.17. CNDDDB Observations.** Permittee shall ensure all workers inform the Designated Biologist if they encounter the Covered Species within or near (within 500 meters of) the Project Area. 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.
- 5.18. 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 immediately provide initial notification to CDFW Regional Office at R2CESA@wildlife.ca.gov and by phone at (916) 907-3438. The initial notification to CDFW shall include information regarding the location, species, and number of Covered Species taken or injured, the ITP Number, and, if injured, the facility to which the individual was transported. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the common and scientific name, date and time of the finding or incident, geo-referenced location of the Covered Species or carcass (Project name, County, GPS location, and GPS datum), sex (if known), life stage/age class (if known), observer name and contact information, ITP number, a photograph (if possible), explanation as to cause of take or injury, and any other pertinent information.

5.19. Covered Species Injury and Nest Abandonment. If a Covered Species is injured or nestling(s) or egg(s) are abandoned as a result of Project-related activities, the Designated Biologist shall immediately take them 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, nestling(s) or egg(s) and hacking (controlled release of captive reared young). The Permittee shall notify CDFW of the injury to the Covered Species or nest abandonment immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 5.18. Notification shall include the name and contact information of the facility where the animal was taken. The Designated Biologist or Designated Representative shall provide CDFW weekly updates on the status of the rehabilitation facility's treatment of the individual(s).

5.20. Burrowing Owl Preconstruction Survey. No more than 30 days prior to beginning Covered Activities, the Designated Biologist shall conduct a preconstruction survey for the Covered Species using the methods described in *CDFW Staff Report on Burrowing Owl Mitigation, Appendix D (2012)* as guidance or another appropriate method if agreed upon in writing by CDFW. The presence of Covered Species individuals, Covered Species complexes or their sign (e.g., molted feathers, cast pellets, prey remains, eggshell fragments, owl whitewash, nest burrow decoration materials, etc.), anywhere on the site or within a 1,650-foot accessible radius around the Project Area shall be recorded and mapped. The Designated Biologist shall

submit the results of the survey to CDFW for approval prior to beginning Covered Activities.

- 5.21. Burrowing Owl Exclusion.** At least 14 days prior to commencing Covered Activities, Permittee shall coordinate with CDFW to exclude resident or overwintering Covered Species from direct impact within the Project Area. Coordination shall include providing site-specific behavioral observations for Covered Species within the Project Area, marking active burrows with high visibility paint (or other marking), providing CDFW reasonable access to the Project Area, and excavation and collapse of unoccupied burrows in accordance with Condition of Approval 5.22. Exclusion shall begin with current unoccupied burrow complexes within the Project Area and then continue with satellite complexes until only primary burrows remain. In coordination with CDFW, Permittee shall confirm that the Covered Species is excluded and then proceed with burrow excavation and collapse within 24 hours of receiving CDFW's confirmation. Exclusion shall only occur during the non-breeding season and after all juveniles are capable of independently foraging.
- 5.22. Burrow Excavation and Monitoring.** The Permittee shall not collapse or otherwise impact occupied Covered Species burrows until they receive confirmation from CDFW that the Covered Species have been successfully excluded from them. Within 24 hours of receiving the confirmation, the Designated Biologist shall excavate potential or known Covered Species burrows in the Project Area, only after the Designated Biologist has determined that the Covered Species is not currently present. Burrow excavation shall be accomplished by careful hand excavation of the entire length of the burrow, scoping of the burrows, and continuing until it is certain no individuals are inside. Burrows shall then be filled with soil and compacted to ensure that the Covered Species cannot reenter or use the burrow during Covered Activities. If the excavation process reveals Covered Species' eggs, young, or adults, then burrow excavation shall cease immediately and CDFW notified. Permittee shall get written guidance from CDFW prior to proceeding with burrow filling.
- 5.23. Entrapment Inspection.** Site workers, in coordination with the Designated Biologist, shall visually inspect any pipes, debris piles, pallet stacks, or similar structures with a diameter greater than 4 inches for Covered Species individuals before the material is moved, buried, or capped. The Designated Biologist shall inspect culverts, burrow exclusion installations, and all open holes and trenches within the Project Area at a minimum of once per day

and immediately prior to backfilling. At the end of each workday, the Permittee shall place an escape ramp at each end of trenches or holes to allow any animals that may have become trapped in the trench or hole to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 45 degrees. If any Project personnel discover that Covered Species individuals have become trapped, the Permittee shall halt Covered Activities and notify the Designated Biologist immediately.

- 5.24. Visual Shielding.** If Covered Activities in the Project Area cannot avoid disturbing any Covered Species potentially located outside the Project Area, the Permittee, in coordination with the Designated Biologist, may install visual shielding to limit disturbance from construction activities from the line-of-sight of the Covered Species. Visual shielding used for occupied burrow(s) shall only be installed for a maximum of seven days. If visual shielding needs to be installed for a period longer than seven days, the Permittee or Designated Biologist shall consult with CDFW to approve alternative timeframe for shielding implementation. To ensure the visual shield is sufficiently designed to avoid or minimize impacts to the Covered Species, the Designated Biologist shall conduct a minimum of two days of baseline monitoring of Covered Species behavior prior to the start of Covered Activities and obtain written approval from CDFW to proceed. The Designated Biologist shall be onsite to monitor the burrow during the start of Covered Activities.

6. Post Construction Conditions

- 6.1. 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; and (8) any other pertinent information.

6.2. 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, and boxes.

7. Compensatory Mitigation: 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.

To meet this requirement, the Permittee shall either provide for the permanent protection and management of 33.93 acres of Habitat Management (HM) lands pursuant to Condition of Approval 7.2 and the deposit of management funds pursuant to Condition of Approval 7.3 below OR shall purchase 33.93 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.4 below. Purchase of Covered Species credits or permanent protection and funding for perpetual management of HM lands must be complete before starting covered activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 7.6 below for all uncompleted obligations.

7.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete restoration, enhancement, acquisition, protection, and perpetual management of the HM lands as follows:

7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.2 below, estimated at **\$97,171.24/acre** for 33.93 acres: **\$3,297,020.17**. Land acquisitions costs are estimated using local fair market current value per acre of lands with habitat values meeting mitigation requirements;

7.1.2. All costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 7.2.2 below: **\$18,183.00**;

7.1.3. Start-up costs for HM lands, including initial site protection, restoration, and enhancement costs as described in Condition of Approval 7.2.7 below, estimated at **\$18,750.00**; including:

7.1.4. Interim management period funding as described in Condition of Approval 7.2.7 below, estimated at **\$13,162.49**;

7.1.5. Long-term management funding as described in Condition of Approval 7.3 below, estimated at **\$20,838.44/acre** for 33.93 acres: **\$707,048.27**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

7.1.6. CDFW site protection monitoring and easement funding as described in Condition of Approval 7.2.8 below, estimated at **\$48,270.36**. Stewardship funding is estimated initially for the purpose of providing Security to ensure implementation of conservation easement monitoring.

7.1.7. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 7.5, estimated at **\$31,294.60**.

7.1.8. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration and enhancement of habitat on the HM lands. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work **\$4,133,728.89**.

7.2. Habitat Management Lands Protection. To provide for the permanent protection and perpetual management of the HM lands onsite to complete compensatory mitigation obligations in part, the Permittee shall:

7.2.1. Fee Title. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

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- 7.2.2. Conservation Easement.** If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.
- 7.2.3. HM Lands Approval.** Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 7.2.4. HM Lands Documentation.** Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 7.2.5. Land Manager.** Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the

conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

7.2.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement; and (7) installing signage;

7.2.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management.

Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the landowner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

7.3. Endowment Fund. To provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations in part, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of

the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 7.2.7. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

- (1) Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.
- (2) Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).
- (3) Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall

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provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

- (4) Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.
- (a) Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.
- (b) Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:
 - (i) Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.
 - (ii) Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.
 - (iii) Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.
- (c) Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.

(d) Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure. The Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

7.4. Covered Species Credits. Permittee shall purchase 33.93 acres of Covered Species nesting and foraging credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities.

7.5. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, costs incurred from other state agency reviews, and overhead related to the completion of the required compensatory mitigation.

7.6. Security. The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approvals 7.2 through 7.3 that have not been completed before Covered Activities begin. Permittee shall provide Security as follows:

(1) Security Amount. The Security shall be in the amount of **\$4,133,728.89** or in the amount identified in Condition of Approval 7.1 specific to the obligation that has not been completed. This amount is determined by

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CDFW based on the cost estimates identified in Condition of Approval 7.1 above, sufficient for CDFW or its contractors to complete land acquisition, property restoration and enhancement, startup costs, initial management, long-term management, and monitoring.

- (2) Security Form. The Security shall be in the form of an irrevocable letter of credit or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- (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.
- (4) Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- (5) Security Transmittal. Permittee shall transmit Security to CDFW with a completed Mitigation Payment Transmittal Form or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- (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.
- (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 CDFW-approved credits;

OR

 - Copies of the executed and recorded conservation easement;
 - Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
 - Timely submission of all required reports, including Covered Species monitoring reports.

Even if Security is provided, the Permittee must complete the required mitigation no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional Covered Species credits, HM 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2025-070-02) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Morgan Kilgour, Regional Manager
California Department of Fish and Wildlife
1701 Nimbus Road
Rancho Cordova, CA 95670
Telephone: (916) 907-3438
R2CESA@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
CESA@wildlife.ca.gov

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

Region 2 CESA Desk
1701 Nimbus Road
Rancho Cordova, CA 95670
Telephone: (916) 907-3438
R2CESA@wildlife.ca.gov

XIV. 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, the City of Sacramento. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Mitigated Negative Declaration, (SCH No.: 2005092114) dated September 22, 2005, that the City of Sacramento certified for Hampton Station Project on November 10, 2005, with an addendum adopted on May 22, 2025. At the time the lead agency certified the MND 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 Mitigated Negative Declaration for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). 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.

XV. 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, Mitigated Negative

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Declaration, the results of site visits and 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) HMLA for 33.93 acres of Covered Species habitat or purchase of 33.93 acres of Covered Species nesting and foraging credits or CDFW-approved equivalent credits from a CDFW-approved mitigation or conservation bank; (2) worker education; and (3) 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 33.93 acres of Covered Species habitat or the purchase of 33.93 acres of Covered Species nesting and foraging credits from a CDFW-approved mitigation or conservation bank, along with the minimization, and reporting 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

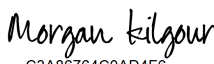
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available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably 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.

XVI. ATTACHMENTS:

FIGURE 1	Project Location Map
FIGURE 2	Project Plans
FIGURE 3	Project Impacts Maps
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form

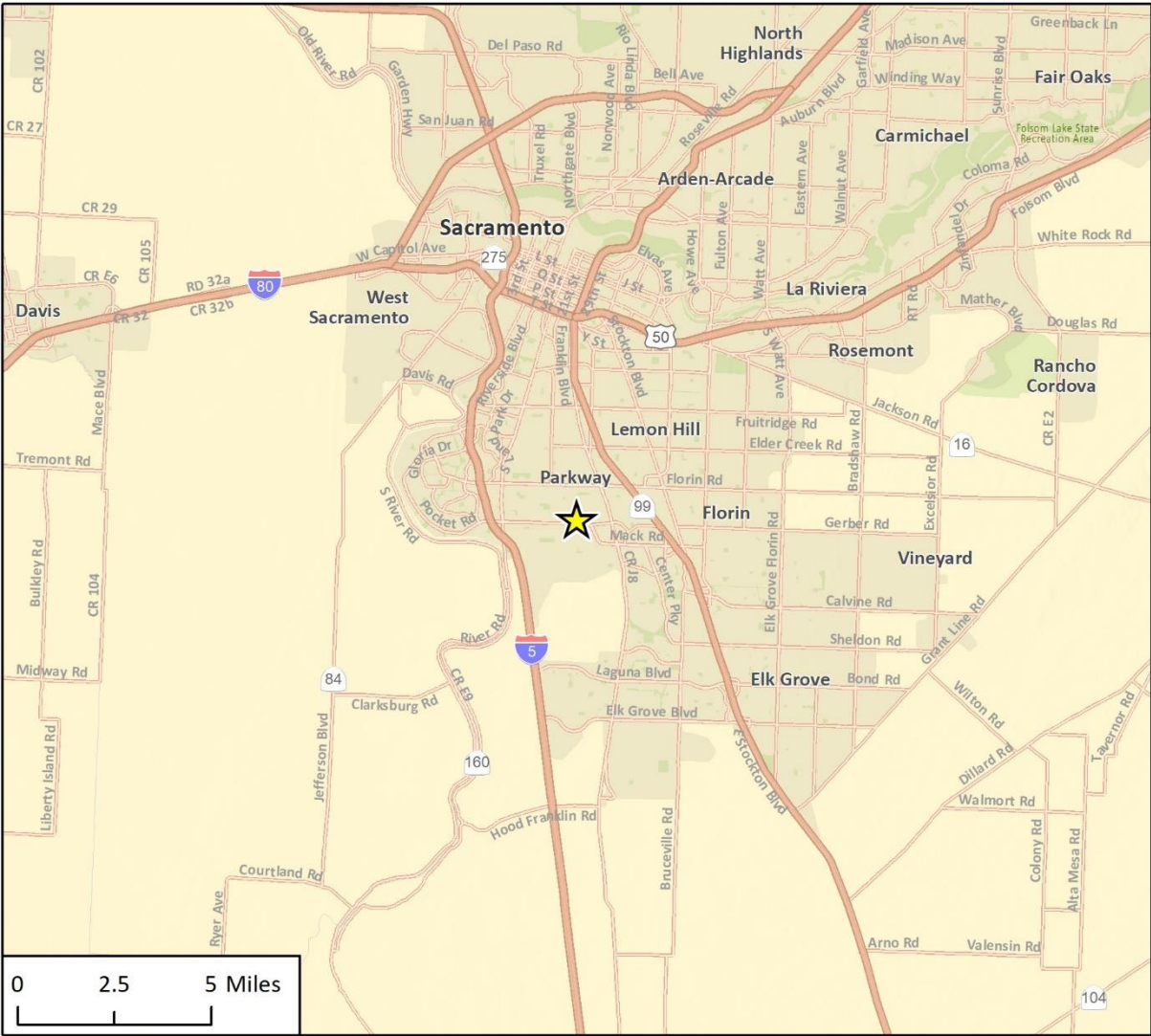
ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 9/14/2026

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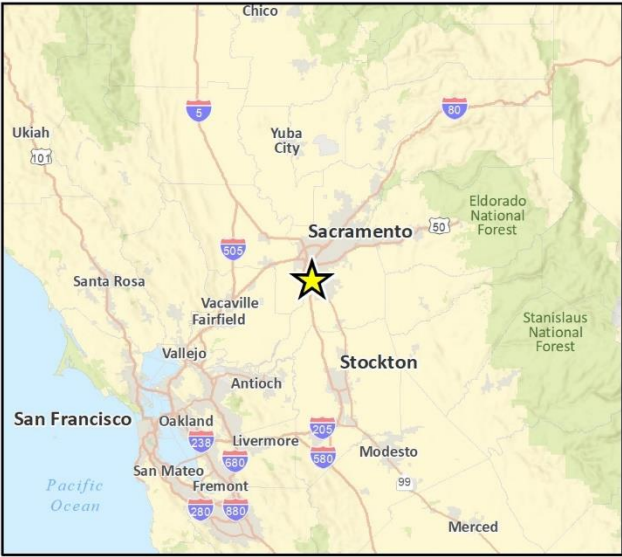
Morgan Kilgour PhD, Regional Manager
North Central Region

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Figure 1 Regional Vicinity



Basemap provided by Esri and its licensors © 2021.



890 Fig 1. Regional Location

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Figure 2 Permit Area – ITP Coverage Map



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21-11060 810
Fig 2 Project Location

Figure 3 Burrowing Owl Habitat in and Adjacent to the Project Site



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Parcel data provided by Sacramento County, 2025.