

Hōkūala Habitat Conservation Plan Annual Report July 1, 2024 – June 30, 2025 (FY 2025)



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February 20, 2026

Hōkūala Habitat Conservation Plan Annual Report

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Bird Codes

Common Name	Scientific name	Bird Code
Hawaiian Goose (Nēnē)	<i>Branta sandvicensis</i>	HAGO
Common (Hawaiian) Gallinule	<i>Gallinula galeata sandvicensis</i>	COGA
Hawaiian Coot	<i>Fulica alai</i>	HACO
Hawaiian Duck	<i>Anas wyvilliana</i>	HADU
Black-necked (Hawaiian) Stilt	<i>Himantopus mexicanus knudseni</i>	BNST
Newell’s Shearwater	<i>Puffinus newelli</i>	NESH
Wedge-tailed Shearwater	<i>Ardenna pacifica</i>	WTSH
Hawaiian Petrel	<i>Pterodroma sandwichensis</i>	HAPE
Band-rumped Storm-Petrel	<i>Oceanodroma castro</i>	BANP
Pacific Golden-Plover	<i>Pluvialis fulva</i>	PAGP
Black-crowned Night Heron	<i>Nycticorax nycticorax hoactli</i>	BCNH
Western Cattle-Egret	<i>Ardea ibis</i>	CAEG
Hawaiian Short-Eared Owl (Pueo)	<i>Asio flammeus sandwichensis</i>	SEOW

Outline of the Document

In the first section of this report, we present updates on compliance with all the terms and conditions included in the HCP (Ebbin, Moser + Skaggs LLP and Rana Biological Consulting, Inc., 2009). This first section includes the specific reference to each topic in the HCP for clarity. In the second section, we present detailed information and data associated with each of the topics addressed in the first section of the document.

Section 1

Introduction and Background

In 2012, the U.S. Fish and Wildlife Service (USFWS) and Hawai‘i Department of Land and Natural Resources (DLNR)/Division of Forestry and Wildlife (DOFAW) approved the Habitat Conservation Plan (HCP) prepared by Kaua‘i Lagoons LLC and issued Kaua‘i Lagoons an Incidental Take Permit (ITP) and Incidental Take License (ITL). The effective date of those incidental take authorizations was April 12, 2012 for the ITL and November 9, 2012 for the ITP. On January 1, 2016, the former Marriott Vacation Resort known as Kaua‘i Lagoons was transferred to Tower Kaua‘i Lagoons LLC and renamed Hōkūala Resort. The USFWS transferred the ITP to the new owner in December 2016. The ITL transferred to the new owner automatically as the ITL runs with the land.

Section 4.5 of the HCP requires the permit holder to produce and submit an annual HCP compliance and monitoring report to both agencies by September 30 of each year. Per a DOFAW request, annual reports will be submitted by August 1 of each year and cover the period from July 1 to the following June 30.

HCP Sections and Specific Obligations

One-Time Obligations

Nēnē Mitigation Payment (HCP Section 4.4.1.6)

Requirement: A one-time payment of \$85,000 to the DLNR Endangered Species Trust Fund. DLNR is to use these funds to control predators and/or manage nēnē at a translocation site.

Status: Completed (May 2012).

Ongoing Obligations

Financial Assurances (Section 6.4)

Requirement: Post a bond or letter of credit (LoC) in the amount of \$153,667. Under Section 7.2 of the HCP Implementing Agreement, the bond term must be two years, and a Continuation Certificate must be sent to DLNR (and a copy to USFWS) at least six months prior to expiration of the bond or LoC.

Status: The current bond was issued June 30, 2025, for a term from July 1, 2025 through July 1, 2026. Attachment A is a copy of the invoice for this bond. Tower Lagoons Land, LLC has committed to including a line item for HCP implementation in its annual operating budget for the life of the HCP. The bond will be adjusted in FY 2026 and every five years thereafter to account for inflation.

Training (“Endangered Species Awareness Program”; Section 4.2.1.1)

Requirement: All new employees hired by the resort operators and any contractors conducting construction activity on the property must go through the training program as detailed in the HCP.

Status: In compliance. Alan Silva trained all new employees prior to their start of employment at the resort. A refresher training class is also given to most employees each year. In FY 2025, an 8-question test was added to the training, given to each employee upon completion of the presentation as a knowledge check. Attachment B contains the training module, test, and test answers for FY 2025.

Construction Contract Provisions (Section 4.2.1.2)

Requirement: Develop provisions and restrictions to avoid and minimize take of Covered Species and insert these Contract Provisions into all new construction contracts.

Status: In compliance. Construction was completed on two sites during FY 2025. All construction contracts contained provisions and restrictions to avoid and minimize take of Covered Species, and there was no take of Covered Species from construction-related activities.

Pre-Construction Surveys (Section 4.2.1.3)

Requirement: A biological monitor must survey any new mass grading areas immediately prior to mass grading.

Status: In compliance. No area was mass graded in FY 2025.

Biological Monitor (Section 4.2.1.4)

Requirement: Designate two biological monitors.

Status: In compliance. The designated biological monitors are Alan Silva, Diana Butler, and Susan Burr.

Construction Monitor (Section 4.2.1.5)

Requirement: Use one or more construction monitors during periods of active grading or earth moving.

Status: In compliance. Alan Silva and Diana Butler are the designated on-property monitors. The biological monitors surveyed active construction sites on the property during FY 2025 as part of the routine monitoring efforts. Data collected are presented in Section 2.

Fencing (Section 4.2.1.6)

Requirement: Where feasible, erect and maintain solid fencing around discrete construction areas to prevent Covered Species from traveling into these areas.

Status: In compliance. Fencing was erected in June 2024 in advance of planned grading to occur in Lots 1 and 1A during FY 2026. Construction will resume in the third quarter of 2025.

Best Management Practices (Section 4.2.1.7)

Requirement: Implement the specific BMPs contained in Section 4.2.1.7 (e.g., speed limits, signage, trash receptacles).

Status: In compliance.

Roadways (Section 4.2.2.1)

Requirement: Post permanent speed limit and Covered Species warning signs, and speed bumps, as necessary.

Status: In compliance.

Lighting (Section 4.2.2.2)

Requirement: Ensure that lighting associated with construction of new structures is bird-friendly. As new buildings near completion, a qualified biologist is to inspect lighting after dark to ensure light attraction has been minimized to the maximum extent practicable. Analyze onsite seabird fallout monitoring data on an ongoing basis to determine if particular areas within the

resort attract downed birds on a regular basis, and, if so, take steps to redesign, reconfigure, or eliminate sources of presumed attracting light.

Status: In compliance. In October 2018, the new Timbers Kaua'i Ocean Club & Residences complex was finished and opened (cover image and Figure 1). During the design phase of the project, a seabird biologist consulted with the electrical and lighting engineers and designers to ensure that lighting associated with the facilities was fully "Dark Sky" compliant and as bird-friendly as possible. The outdoor lighting plan installed at the Timbers Kaua'i Ocean Club & Residences complex is included in Attachment C.

Prior to the opening of the new facility in October 2018, the biologist conducted a night-time audit of the property and identified a small number of lights that could be improved (e.g., angled more downward). Those modifications were completed prior to the 2018 seabird fallout season. Additionally, prior to each subsequent seabird fallout season, the biological monitors notify facility managers of the upcoming fallout season and instruct them to program all outdoor lights to dim during fallout season.



Figure 1. Timbers Kaua'i Ocean Club & Residences.

A team from the Kaua'i Endangered Seabird Recovery Project (KESRP) conducted a lighting audit of Hōkūala in FY 2024, after which all identified hazards were

fixed. Detailed information about the recommendations and improvements that were made in FY 2024 is included in the FY 2024 annual report. Improvements remained in place throughout FY 2025, and no new lighting was installed in FY 2025. Guard shack lights were adjusted in FY 2025 in response to the FY 2024 audit, and the installation of a proposed illuminated aloha sign was prevented by the biological monitors.

Hōkūala completed an internal lighting audit in September 2024 of FY 2025. HCP biologists Alan Silva and Diana Butler, Association Director David Nagao, and Loss Prevention (LP) Manager Moki Okami surveyed the entire property and found no lighting issues, with the exception of potential side glare emitted from a restaurant. The team confirmed that light dimming at the restaurant was in operation and in compliance.

Each time an incident involving a downed seabird occurs, the onsite biological monitor conducts an investigation to determine the cause of the incident. The monitor returns to the site at the time of the incident (often the following day) to evaluate the lighting as a potential cause and to photograph the site. The report created for the incident includes these photographs. Required lighting changes, if any, are then implemented. No lighting changes were made in response to downed seabirds in FY 2025.

Grounds Management and Maintenance (Section 4.2.2.3)

Requirement: Grounds management crews must go through the training described in Section 4.2.1.1 and must coordinate with the biological monitors as needed.

Status: In compliance. All employees have received training and have communicated effectively and proactively with the biological monitors regarding potential issues with endangered avian species.

Rules, Education for Resort Owners and Renters (Section 4.2.2.4)

Requirement: Covenants, Conditions, and Restrictions (CC&Rs) will address issues such as trash receptacles, trash disposal, landscape design, etc. Endangered species information and education tools will be developed to educate owners and visitors regarding endangered species issues, restrictions, and special seasonal protocols.

Status: In compliance. In FY 2022, the biological monitor initiated bird and farm tours on the resort for guests and visitors, and these tours continued through FY 2025. A brochure and checklist are given to tour participants regarding the birds

and organic farm on the property (Attachment D). This brochure and checklist will be revised in the future to reflect a unified outreach and property brand and message.

Golf Operations (Section 4.2.2.5)

Requirement: Golf course starters and marshals must attend training from the biological monitors in addition to the standard training as described in Section 4.2.1.1. Morning briefings for golf course personnel will include updates on Covered Species presence. The starter will inform each golfer about the potential presence of Covered Species and appropriate precautions to take. An educational kiosk will be established at the starter location, and all golf carts will contain a placard replicating information from the kiosk. Warning signs will be posted if a Covered Species establishes a nest within the golf course, and the golf course will establish a local rule for golf play to allow movement of a ball away from nest areas.

Status: In compliance. The biological monitor provides a refresher endangered species training course to the golf course starter each year. The biological monitor provides updates on the presence of Covered Species to golf course personnel (manager on duty for golf operations, superintendent, and starter) every day. The manager on duty for golf operations, superintendent, and starter are responsible for daily morning briefings to inform all golf course staff of the presence of Covered Species. An educational kiosk (sign) was posted at the starter location in 2014, and each golf cart contains a placard that replicates that information. Every golf cart has a Pace Technology GPS system installed (<https://ezgo.txtsv.com/fleet/why-e-z-go/pace-technology>) that maps locations of current nests of Covered Species (and other pertinent information). The GPS system flashes a "warning" sign if the cart approaches a nest, slows the golf cart to 5 mph or less when it is near a Covered Species, and stops the cart from proceeding on a route that would approach a Covered Species (See Attachment E for more information about Pace Technology). The biological monitor provides information on Covered Species to the Club House as soon as the data are gathered, and Club House staff program the GPS system.

Maintenance of On-Site Nesting Areas (Section 4.4.1.2)

Requirement: Previously enhanced nesting areas shall not be maintained, and supplemental grain feeders shall not be provided on lagoon islands. Limited areas of the resort grounds will be managed and maintained as determined and directed by DOFAW and USFWS.

Status: In compliance. Vegetation management shall be conducted on lagoon islands to discourage nēnē nesting. Specific islands to be managed and plans for management will be clarified in upcoming meetings with DOFAW in FY 2026.

Emergency Response Protocol (Section 4.4.1.4)

Requirement: Implement the protocol contained in HCP Appendix I.

Status: In compliance. In FY 2025, Hōkūala Community Association and SOS entered into a sponsorship agreement to better facilitate the transfer and care of injured and dead birds. The sponsorship agreement is included in Attachment G. The emergency response protocol contained in Appendix I of the HCP was revised to include Hōkūala's sponsorship agreement with SOS and updated contact information. The updated protocol is included in Attachment H.

Facilitate DOFAW Removal of Nēnē (Section 4.4.1.5)

Requirement: As appropriate, lend support to DOFAW efforts to capture and translocate nēnē.

Status: In compliance. The initial nēnē capture and translocation efforts by DOFAW were completed on March 20, 2016. DOFAW anticipates continuing this project for another three to five years and relocating four to five families per year, with the next relocation effort planned for February 2026. Additionally, Hōkūala continues to provide regular access and golf carts to DOFAW staff for their use in DOFAW's nēnē and waterbird surveys. See Section 2 regarding the initiation of the US Department of Agriculture-Wildlife Services (USDA-WS) nēnē hazing efforts, which utilizes border collies and handlers. The USDA-WS hazing effort started on June 24, 2019, and has continued throughout FY 2025.

Predator Control (Section 4.4.2)

Requirement: Deploy ten live traps during the period September 15 to March 15 in areas of the property frequented by waterbird Covered Species. Check live traps every 48 hours and deliver trapped cats to Kaua'i Humane Society. Deploy rodent bait stations in these same areas during this same time frame and control Western Cattle-Egret and feral chickens.

Status: Hōkūala surpassed the permit requirements during this reporting period. Predator control at Hōkūala is a year-round effort. The flexible program shifts resources in response to the presence, density, and "trapability" of predators throughout the resort. Hōkūala maintains 14 chicken traps, ten cat/mongoose traps, two pig traps, 15 pig snares, three bullfrog traps, two bullfrog tadpole

traps, and two dog traps. The predator control program relies on directed trapping—traps are deployed in specific locations and at specific times of the year in response to observations of predators. All traps are checked daily. Known predators of juvenile Hawaiian waterbirds include Black-crowned Night Heron, Western Cattle-Egret, American bullfrog, and tucunaré (fish).

A total of 1,487 chickens, 23 cats, and 12 bullfrogs were removed from the property during FY 2025. A more detailed description is provided in Section 2.

Seabird Mitigation Payments (Section 4.4.3; HCP Amendment of September 2013)

Requirement: Contribute \$10,000 annually to the Listed Hawaiian Seabird Conservation Account administered by the National Fish and Wildlife Foundation.

Status: A check in the amount of \$10,000 was sent to the National Fish and Wildlife Foundation on November 22, 2024 to cover FY 2025.

Nēnē Monitoring During Nesting Season (Section 4.5.3)

Requirement: Biological monitors will monitor nēnē nesting activity and nesting success daily starting September 15 and ending on March 31 each year. Monitoring data to be collected include band numbers, pair bonds, nest locations, eggs laid, eggs hatched, goslings fledged, and reported mortalities. In addition, perform monthly monitoring during the remainder of the year (April through August), recording the number of nēnē on the property and observed band numbers.

Status: In compliance; refer to Section 2. Nēnē monitoring is done year-round on a daily basis.

Waterbird Monitoring (Section 4.5.4)

Requirement: As part of the comprehensive nēnē monitoring effort, the biological monitors will also record information on all observed waterbird species on a bi-weekly basis throughout the year. This effort is to include observations regarding waterbird species numbers, nest locations, eggs laid, eggs hatched, chicks fledged, and reported mortalities.

Status: In compliance; refer to Section 2. Waterbird monitoring is conducted year-round twice a week.

Seabird Monitoring (Section 4.5.5)

Requirement: Hōkūāla security staff will record all downed seabirds recovered on the property. Biological monitors will evaluate security staff search efficiency and carcass removal rates. Biological monitors will record results of their additional searches performed during the expected peak of the seabird fallout season.

Status: The searcher efficiency and carcass removal rates of the two on-site biological monitors were evaluated by Reggie David in 2021. The biologists were determined to be 100% proficient, as all carcass decoys were found and removed. Although no decoys were available for this training in FY 2025, another efficiency check of the on-site biological monitors will occur prior to the FY 2026 seabird fallout season.

Staff undergo yearly refresher trainings prior to the start of each fallout season. The onsite biological monitors, the Association Director, and all personnel in the Loss Prevention (LP)/Security department were re-trained in seabird search and handling techniques by Alan Silva prior to the start of the FY 2025 fallout season. Additionally, all departments were notified 1-2 weeks before the start of the FY 2025 fallout season. Departments included LP/Security (with special attention to bird handling techniques and containment), golf pro shop and course maintenance workers, Timbers front desk staff, bellmen and restaurant crews, building maintenance personnel (with emphasis on lighting protocols), and all personnel involved in the landscaping department. Photos identifying different types of shearwaters and petrels were posted in morning assembly areas, and daily reminders were given at morning stand-up meetings. Additionally, new holding boxes were purchased in FY 2025 to ensure downed seabird safety and security.

Security personnel conducted searches on an ongoing basis as part of their usual patrols of the grounds and buildings. The biological staff searched the buildings and perimeters surrounding the buildings every morning, starting at 6:00 am, for downed seabirds during the annual fallout season from September 15 to December 15.

Incidental Take Reporting

Requirement: Biological monitors will record all incidental take of the 8 bird species listed as either threatened or endangered under the ESA and/or Chapter 195D of the Hawai'i Revised Statutes for which incidental take was approved by the ITP and ITL issued to Kaua'i Lagoons (Table 1).

Status: In compliance. Refer to Section 2 for information regarding incidental take that occurred during this reporting period, from July 1, 2024 to June 30, 2025.

Indirect take is defined as the loss of parental care due to parent mortality during the breeding season, resulting in additional incidental take. Indirect take is calculated as the probability that, if the adult had not been killed, a potential nest would have produced the number of adults indicated. Total take numbers represent the sum of the direct and indirect take for each species.

Table 1 provides the permitted take approved in the ITP and ITL, which is based on maximum levels of incidental take expected to occur on Hōkūala property as a result of the activities covered in the HCP and the implementation of the avoidance and minimization measures described in the HCP. The incidental take numbers are expressed as a per-year average, which is based on a 5-year running average, and extrapolated to a 30-year total. Total direct and indirect incidental take at Hōkūala for FY 2025 is presented in Table 11. Refer to Section 2 for detailed information.

Table 1. Permitted take approved in ITP and ITL issued in 2012.

<i>Species</i>	<i>Scientific Name</i>	<i>Direct Take (average per year)</i>	<i>Indirect Take (average per year)</i>	<i>Total Take (average per year)</i>	<i>Total Take (30 years)</i>
Hawaiian Goose (Nēnē)	<i>Branta sandvicensis</i>	Years 1-4: 1.0 mortality or non-lethal injury Years 5-30: 0.33 mortality or nonlethal injury	Years 1-4: 0.36 mortality Years 5-30: 0.12 mortality	Years 1-4: 1.36 mortality or non-lethal Years 5-30: 0.45 mortality or non-lethal	17 mortality or non-lethal injury
Common (Hawaiian) Gallinule	<i>Gallinula galeata sandvicensis</i>	1 mortality 1 non-lethal injury	0.325 mortality 0.0 non-lethal	1.325 mortality 1.0 non-lethal	40 mortality 30 non-lethal
Hawaiian Coot	<i>Fulica alai</i>	3 mortality 6 non-lethal injuries	0.675 mortality 0.0 non-lethal	3.675 mortality 6.0 non-lethal	110 mortality 180 non-lethal
Hawaiian Duck	<i>Anas wyvilliana</i>	1 mortality or non-lethal injury	0.2 mortality or non-lethal	1.20 mortality or non-lethal	36 mortality or non-lethal
Black-necked (Hawaiian) Stilt	<i>Himantopus mexicanus knudseni</i>	1 mortality or non-lethal injury	0.27 mortality or non-lethal	1.27 mortality or non-lethal	38 mortality or non-lethal

Table 1 (continued).

<i>Species</i>	<i>Scientific Name</i>	<i>Direct Take (average per year)</i>	<i>Indirect Take (average per year)</i>	<i>Total Take (average per year)</i>	<i>Total Take (30 years)</i>
Newell's Shearwater	<i>Puffinus newelli</i>	1	0	1	27
Hawaiian Petrel	<i>Pterodroma sandwichensis</i>	<1	0	<1	1
Band-rumped Storm-Petrel	<i>Oceanodroma castro</i>	<1	0	<1	<1

Section 2

In this section, we present detailed information on the activities associated with managing nēnē and other waterbird species on the property. These include nesting, production, recruitment, and banding, as well as predator control, mortality, and minimization measures.

Nēnē Nesting Observations

The FY 2025 nēnē nesting season began in mid-September (when the first gravid birds were seen) and resulted in 34 nēnē nests from 33 different pairs on Hōkūala property. The first two nests of the season were located on November 4, 2024, and subsequent nests were found through January 26, 2025. Nēnē pairs were monitored daily from September through June. Monitoring data are presented in Table 2 and include: nēnē pairs (identified with band numbers when present), nest locations, egg count, egg viability, and gosling survivability. Visual representations of the nest locations are depicted in Figures 2 through 4.

Nests CK-1, CK-3, and CK-4 are not included in this table because they were found on property owned by the County of Kaua‘i, which runs parallel to Hōkūala property from the irrigation pond to the farm. Because nests CK-2 and CK-5 through CK-9 were never found, we assume that the number of eggs laid and surviving goslings are the same.

Although nests CK-2 and CK-5 through CK-9 were not found, it is likely that they were on Hōkūala property rather than County of Kaua‘i property. The vegetation

and debris around the irrigation pond at Hōkūāla is so thick and tangled that it is impenetrable. The County property, on the other hand, is very open, so any nests there were found and recorded. All nests found on County of Kaua'i property were monitored by the HCP biologist (Al Silva) at the request of the County to keep the County in compliance with DLNR and USFWS regulations.

The 34 nēnē nests produced 115 eggs, of which 104 hatched, yielding a hatch rate of 90.4%. Of the 104 hatchlings, 84 survived, yielding a hatchling survival rate of 80.8% and an eggs fledged rate of 73.0% (Table 3). Details on the fate of the 115 eggs are provided in Table 4.

All unhatched eggs were collected, measured, and evaluated for viability by examining their contents. Of the 11 unhatched eggs, four were found to be infertile, four had partially developed embryos, two had fully developed embryos, and one was observed with black chunks in its yolk. Detailed information on unhatched egg fates is presented in Table 5.

During the FY 2025 season, biologists from DOFAW (assisted by Hōkūāla biologists) banded a total of 85 nēnē, including 80 hatch-year goslings and five adults. Additionally, three adult nēnē with federal bands but missing auxiliary (aux) bands were re-banded with new aux bands. All nēnē banded this reporting season are presented in Table 6.

During the FY 2025 nesting season, 33 out of 34 nests (97.1%) were successful in that they hatched at least one gosling. One nest (25-25) failed to hatch any eggs. This nest was the second of the season for an unbanded male & female oATH, the only pair that re-nested during the FY 2025 season. In the pair's first nest (25-02), one of the two eggs laid successfully hatched, but the gosling was stolen by another pair within four to five days of hatching. Fortunately, it was early enough in the season that this pair re-nested (25-25). After sitting on the second nest for almost three weeks, the female abandoned the nest, leaving five unhatched eggs. The second nest of this pair was situated on Island 2 and in an area not likely disturbed by golfers, course maintenance workers, or the general public.

Table 2. Nēnē nests at Hōkūala (FY 2025).

<i>Date Found</i>	<i>Nest #</i>	<i>Pair ID (♂-♀)</i>	<i>UTM</i>	<i># eggs laid</i>	<i># eggs hatched</i>	<i>Final # goslings</i>	<i>Nest Location</i>	<i>Notes</i>
11/4/24	25-01	oHAJ♂-bYTX♀	0464399-2428563	3	3	2	Isl 7, S/E corner, hill, L side, overlooking pen	
11/4/24	25-02	unb♂-oATH♀	0464872-2428714	2	1	1	Isl 7, N of cove, hill top, pine tree base above landing	One egg (25-04) marked & added 11/6/24 (3 total). One unhatched egg collected 12-9-24. One (and only) gosling was stolen by another unknown pair. This pair re-nested (25-25)
12/20/24	25-03	bHRJ♂-bHRK♀	0464711-2428738	4	4	4	Isl 5, right of landing, in 3 ft grass under dead tree	First observed empty nest cup on 10/28/24
11/6/24	25-04	Unknown pair	0464102-2428664	1	1	0	PCL Nordic site	Dropped egg at Nordic site. Marked & added egg to 25-02. Added egg hatched, also 1 of 2 original hatched
11/10/24	25-05	bPAE♂-bKCY♀	0464158-2428439	4	3	3	OC-18 off pathway, between path & green const fence. Red flagging on oleander	1 egg collected 12/23/24
11/12/24	25-06	oCXP♂-oCTT♀	0464216-2428459	3	3	3	Isl 2, coco trees, W corner, under leaves	
11/12/24	25-07	bTPK♂-bTZR♀	0464745-2428741	4	3	3	Isl 5, in old shelter, middle of island	1 egg collected 12/23/24
11/13/24	25-08	oEZK♂-oEZZ♀ ♀ lost o band	0464819-2428144	3	3	0	Isl 6, N/W corner, under naupaka & leaves	
11/21/24	25-09	bZAE♂-bRRZ♀	0464120-2428398	3	3	3	Pali Kai Rd, near bJEK-bPKX	
11/21/24	25-10	bRXZ♂-bJCR♀	0464613-2428252	4	4	5	OC-15, in grass just W of cocos, trail	
11/21/24	25-11	bTPX♂-bJEZ♀	0464442-2428750	3	3	4	Isl 3, pit top, rt, next to big rock	

Table 2 (continued).

<i>Date Found</i>	<i>Nest #</i>	<i>Pair ID (♂-♀)</i>	<i>UTM</i>	<i># eggs laid</i>	<i># eggs hatched</i>	<i>Final # goslings</i>	<i>Nest Location</i>	<i>Notes</i>
11/21/24	25-12	unb♂-bNZH♀	0464248-2428441	3	3	3	Isl 2, S side, 10 ft from water	bNZH euthanized by SOS. Found alive with injured right wing 2/18/25, taken to SOS same day, euthanized 3/24/25. Two goslings remained with the male, and one was stolen by bTPZ♂ & bPKU♀.
11/21/24	25-13	oHAP♂(d)-oCUA♀	0464248-2428435	3	3	0	Isl 2, W hill slope, short koa, near elect box	oHAP dead 12/25/24. Two goslings survived, but were likely stolen by bTZT♂ & bYUA♀
11/21/24	25-14	bTPZ♂-bPKU♀	0464254-2428451	4	4	4	Isl 2, in pit entry, left side	Stole one gosling from unb♂ & bNZH♀ before bNZH was taken to SOS
11/21/24	25-15	bHRN♂-bRRU♀	0464865-2428711	3	3	2	E end of Kalanipu'u green fence corner, tall grass	
11/21/24	25-16	oEKU♂-oHAN♀	0464865-2428711	3	3	3	Isl 7, top of falls	
11/21/24	25-17	bYUT♂-oJAX♀	0464862-2428687	3	3	0	Isl 7, bay, rt side	
11/21/24	25-18	oNCR♂-oHAA♀	0464862-228666	4	4	0	Isl 7, entrance, right bank, 20 ft in	
11/21/24	25-19	bTZT♂-bYUA♀	0464895-2428679	4	4	6	Isl 7, lower pen hill from landing, under hau	Stole 2 goslings from unknown pair (possibly from oHAP & oCUA after oHAP died)
11/21/24	25-20	oKRY♂-oJCN♀	0464971-2428594	4	4	4	Boat house hao, far point	
11/23/24	25-21	unb♂-oZAN♀	0464176-2428473	3	3	2	Pali Kai Rd	
11/23/24	25-22	bJEK♂-bPKX♀	0464151-2428472	3	3	3	Pali Kai Rd	
11/27/24	25-23	Unknown pair	0464863-2428604	1	0	0	Isl 7, hill top facing fountain, small hau bush	Dropped or abandoned egg, found cold & exposed, 1 egg collected 12/9/24
11/27/24	25-24	bNZU♂-bJCY♀	0464251-2428431	2	2	1	Isl 2, 3 ft koa, W side	

Table 2 (continued).

<i>Date Found</i>	<i>Nest #</i>	<i>Pair ID (♂-♀)</i>	<i>UTM</i>	<i># eggs laid</i>	<i># eggs hatched</i>	<i>Final # goslings</i>	<i>Nest Location</i>	<i>Notes</i>
11/27/24	25-25	unb♂-oATH♀	0464220-2428431	5	0	0	Isl 2, S/W point, under bougainvillea, ironwoods	All 5 eggs were abandoned and collected 1/29/25 by AS. This was the second nest of the season for this pair after their first gosling (25-02) was stolen by another pair.
12/7/24	25-26	unb♂-oHAE♀	Not found	1	1	1	Gosling 1 st seen by DB on isl 6 on 12/7/24	
12/9/24	25-27	oCXU♂-oNJX♀	0464231-2428443	3	2	1	Isl 2, between coco trees, close to CXP/CTT	1 egg collected
12/11/24	25-28	unb♂-bZAC♀	0464355-2428209	4	4	1	18 cart path, bottom of hill where PCH digging, between fence & dirt, tall grass. Nest was just outside construction site, along silt fence	
	25-29	unb♂-oEZU♀	GPS not working	4	3	1	Isl 1, E end, under big leaved plant	1 egg collected 1/29/25 by AS
1/26/25	25-30	Fed♂-bYUP♀	0464058-2429015	4	4	4	Emp gravel pkg, along lagoon, by cocos	Still on nest as of 2/5/25
12/5/24	CK-2	oJAA♂-oEZP♀	Not found	3	3	3		First seen on 12/5/24 w/ 3 gos < 1 week old
12/5/24	CK-5	bNUX♂-bRTA♀	Not found	4	4	4	Back area, along fence	3 goslings, >1week old
12/5/24	CK-6	oCTN♂-oKTE♀	Not found	3	3	3	Back area, along fence	3 goslings, >1week old
12/16/24	CK-7	Fed♂-bJEY♀	Not found	3	3	3	Open back area	3 goslings, >1week old
12/27/24	CK-8	unb♂-oCXR♀(d)	Not found	3	3	3		1 st seen 12/27/24 w 3 gos, 2 wks old +/- . Female oCXR hit by car & killed 1/30/25
12/27/24	CK-9	unb♂-oCXT♀	Not found	4	4	4	Along CK back fence	1 st seen w/ 4 gos on 12/27/24, gos 2 wks old +/-

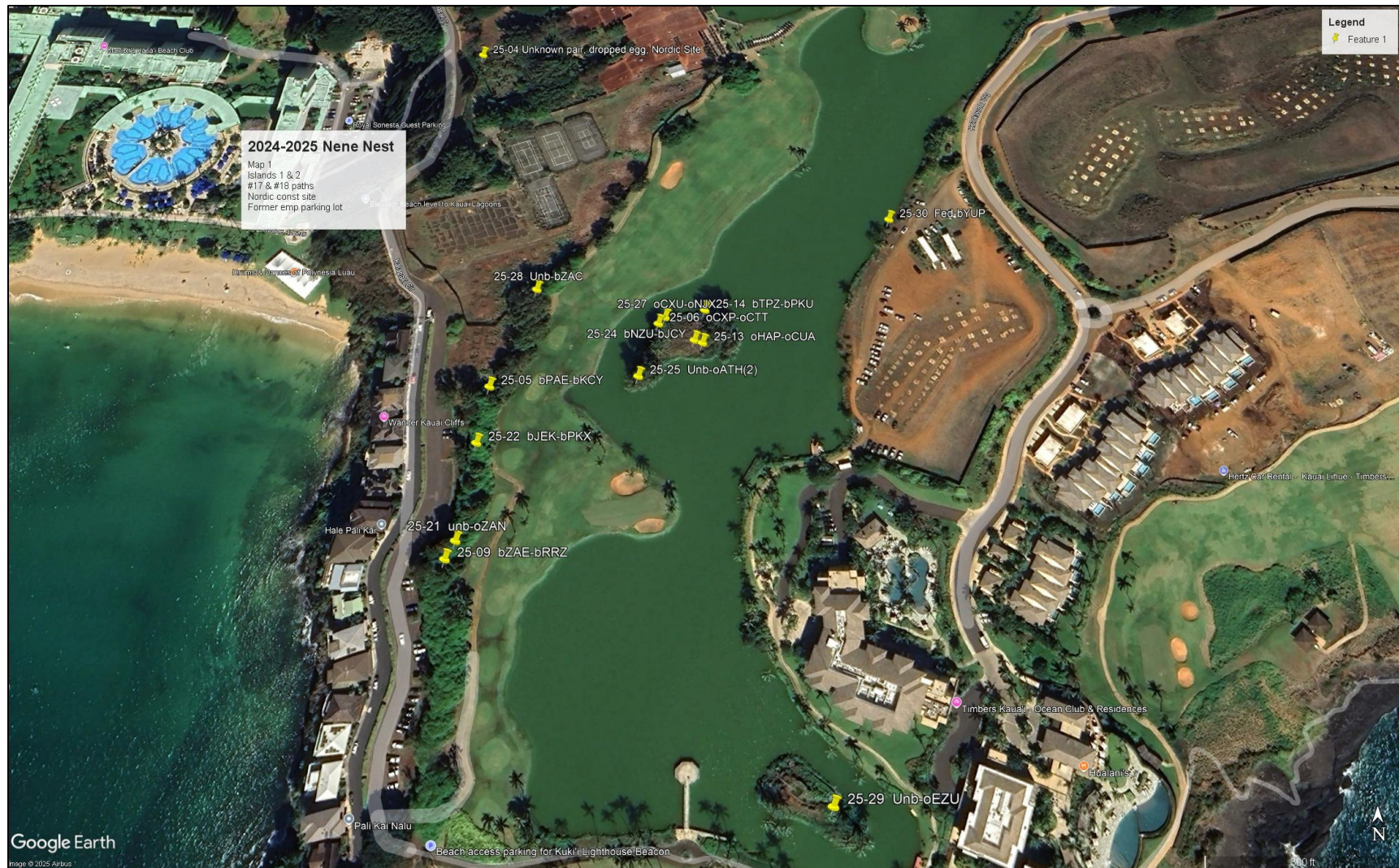


Figure 2. FY 2025 Nēnē nest sites in and near Main Lagoon, including Nordic construction site, former employee parking lot, along golf course path, and (from bottom to top) Islands 1 and 2.



Figure 3. FY 2025 Nēnē nest sites in and near Main Lagoon, including Lot 9C, golf course fairway, and (from left to right) Islands 3, 5, 6, and 7.



Figure 4. FY 2025 Nēnē nest sites in and near Main Lagoon, including closer views of the boathouse water entry and Islands 5, 6, and 7.

Table 3. Nēnē Egg Production and Survivorship at Hōkūala (FY 2025).

<i>Eggs Laid</i>	<i>Eggs Hatched</i>	<i>Goslings Survived</i>	<i>Hatch Rate</i>	<i>Hatchling Survival Rate</i>	<i>Eggs Fledged Rate</i>
115	104	82	90.4%	80.8%	73.0%

Table 4. Fate of Nēnē Eggs (FY 2025).

<i>Egg Fates</i>		<i>Percentage</i>
Hatched	104	90.4%
Failed to Hatch:	11	9.6%
<i>Abandoned</i>	5	4.3%
<i>Unknown</i>	6	5.2%
Total Eggs	115	100%

Table 5. Un-hatched Nēnē eggs (FY 2025).

<i>Nest #</i>	<i>Pair ID</i>	<i>Eggs laid</i>	<i>Eggs hatched</i>	<i>Eggs un-hatched</i>	<i>Egg length (mm)</i>	<i>Egg width (mm)</i>	<i>Egg weight (g)</i>	<i>Egg Fate</i>
25-02	unb♂-oATH♀	2	1	1	81.49	58.43	118	Partially developed gosling
25-05	bPAE♂-bKCY♀	4	3	1	81.63	56.97	117	Yolk with black chunks
25-07	bTPK♂-bTZR♀	4	3	1	83.95	55.35	87	Fully developed gosling
25-23	Unknown pair (dropped egg)	1	0	1	85.52	55.69	114	Infertile yolk
25-25	unb♂-oATH♀	5	0	#1	85.32	55.02	117	Partially developed embryo, rotten
	unb♂-oATH♀	5	0	#2	80.55	55.72	108	Infertile yolk
	unb♂-oATH♀	5	0	#3	78.5	54.86	104	Partially developed embryo, rotten
	unb♂-oATH♀	5	0	#4	86.35	53.47	122	Infertile yolk
	unb♂-oATH♀	5	0	#5	82.73	55.24	117	Infertile yolk

Table 5 (continued).

<i>Nest #</i>	<i>Pair ID</i>	<i>Eggs laid</i>	<i>Eggs hatched</i>	<i>Eggs un-hatched</i>	<i>Egg length (mm)</i>	<i>Egg width (mm)</i>	<i>Egg weight (g)</i>	<i>Egg Fate</i>
25-27	oCXU♂-oNJX♀	3	2	1	85.71	52.84	110	Partially developed embryo, rotten
25-29	unb♂-oEZU♀	4	3	1	83.99	57.15	114	Fully developed gosling

Table 6. Individual or parent pair identification, sex, and band codes of Nēnē banded at Hōkūāla in FY 2025.

<i>Individual ID or Parent Pair ID</i>	<i>Sex</i>	<i>Aux band</i>	<i>FWS band (#1298-)</i>	<i>Notes</i>
unb male*	M (adult)	oNZX	1298-73177	Injured male, rehab complete at SOS, banded by DOFAW & released at Hokuala on 10-8-2024.
bPAE-bKCY	M	oPJU	73240	
	F	oPJX	73241	
	M	oPJY	73242	
bHRJ-bHRK	M	oPJZ	73243	
	M	oPKA	73244	
	F	oPKC	73245	
	M	oPKE	73246	
bTPK-bTZR	F	oPKH	73247	bTZR band adjusted
	F	oPKJ	73248	
	F	oPKK	73249	
oHAJ-bYTX	F	oPKN	73250	
	F	oPKP	73251	
bNUX-bRTA	F	oPKR	73252	Nest not found, family caught on County side. Goslings first seen on 12/6/24, +/- 10 days old
	M	oPKT	73253	
	M	oPKU	73254	
	M	oPKX	73245	

Table 6 (continued).

Individual ID or Parent Pair ID	Sex	Aux band	FWS band (#1298-)	Notes
unb-oHAC	M	oPKY	73256	
	F	oPKZ	73257	
	F	oPNA	73258	
	F	oPNC	73250	
oCTN-oKTE	F	oPNE	73260	Nest not found, goslings 1 st seen on 12/15/24, CK side
	M	oPNH	73261	
*unb male	M (adult)	*oPNK	73263	*Previously unbanded, now oPNK, mate of oCXX(f)
*oPNK-oCXX	F	oPNJ	73262	Nest not found, gosling 1 st seen on 12/15/24, CK side
oJAA-oEZP	M	oPNN	73264	Nest not found, goslings 1 st seen on 12/21/24, CK side - CFD
	M	oPNP	73265	
	F	oPNR	73266	
bJEK-bPKX	F	oTAC	73762	
	M	oTAE	73763	
	M	oTAH	73764	
bZAE-bRRZ	F	oTAJ	73765	
	F	oTAK	73766	
	M	oTAN	73767	
	F	oTAP	73768	
oCXP-oCTT	M	oTAR	73769	
	F	oTAT	73770	
	F	oTAU	73771	
*unb male	M (adult)	*oTAZ	73774	*Previously unbanded, now oTAZ, mate of bNZH(f)
*oTAZ-bNZH	M	oTAX	73772	
	M	oTAY	73773	
bRXZ-bJCR	F	oTCA	73775	Originally had 3 goslings of their own, stole 2 other goslings, cannot determine who belongs to who
	F	oTCC	73776	
	M	oTCE	73777	
	F	oTCH	73778	
	F	oTCJ	73779	

Table 6 (continued).

Individual ID or Parent Pair ID	Sex	Aux band	FWS band (#1298-)	Notes
*unb male	M (adult)	*oTCK	73780	*Previously unbanded, now oTCK, mate of bZAN(f)
*oTCK-bZAN	M	oTCN	73781	
	F	oTCP	73782	
	M	oTCR	73783	
bTPZ-bPKU	M	oTCT	73784	
	F	oTCU	73785	
	M	oTCX	73786	
	M	oTCY	73787	
bHRN-bRRU	M	oTCZ	73788	
bTZT-bYUA	F	oTEA	73789	Had 3 original goslings, stole 3 other goslings from 2 different families. Unable to identify which
	F	oTEC	73790	
	F	oTEE	73791	
	F	oTEH	73792	
	F	oTEJ	73793	
	M	oTEK	73794	
oKRY-oJCN	M	oTEN	73795	
	M	oTEP	73796	
	F	oTER	73797	
	M	oTET	73798	
unb(m)-oCXR	M	oTEU	73799	Two family groups below caught together, could not tell apart at the time. Families found at later date, identified bands, and separated into groups. Family bands are accurate.
	F	oTEX	73800	
	M	oTEZ	73802	
unb(m)-unb(f)	F	oTEY	73801	
unb(m)-oTHC*	F	oTHA	73803	
*unb female	F	*oTHC	73804	Prev unb F caught with above group, now oTHC
*Fed(m)-oCXT	M	oTHE	73805	
*oTHJ-oCTX	M	oTHH	73806	
*unb male	M	*oTHJ	1198-33774	*Fed(m), missing aux band, replaced w/ oTHJ
*unb male	M (adult)	*oTHK	73807	Prev unb male, now oTHK, mate of bZAN

Table 6 (continued).

Individual ID or Parent Pair ID	Sex	Aux band	FWS band (#1298-)	Notes
*oTHK-bZAN	M	oTHN	73808	
	M	oTHP	73809	
Prev unb male	M	oTHR	73810	
Re-banded (f)	F	oTHT	1198-30139	Replaced missing aux band, Fed# same
bTPX-bJEZ	F	oTHU	73811	
	F	oTHX	73812	
	M	oTHY	73813	
	M	oTHZ	73814	
*Fed(m)-bYUP	M	oTJJ	73873	
	M	oTJK	73874	
	F	oTJN	73875	
	F	oTJP	73876	
*Fed(m)	M (adult)	*oTJR	1168-43314	*Missing aux band, rebanded oTJR, Fed# same. Mate of bYUP

Nēnē Removal Efforts

The composition of bird species at Hōkūala has changed significantly over the past several years. DLNR-DOFAW removed over 650 nēnē from the property between 2011 and 2016, and a nēnē hazing program using trained dogs to maintain the nearby Līhu'e Airport runway free of birds was implemented in 2019. Therefore, a comparison of metrics from the last 12 seasons to those collected from the onset of the program is not indicative of the success or failure of implementation of the HCP. The flock of nēnē that were present on the site prior to the removal of animals was a mature flock that consisted of all age groups of birds, some as old as 22 years. Nēnē from that flock were the dominant species on the property, and the flock controlled where and how many other waterbirds were present.

Since the removal of over 650 nēnē, the densities of other waterbird species have changed dramatically. For instance, at the start of the program, there were very few Common Gallinule in and around the golf course; this species was restricted to the dense vegetation surrounding a few of the golf course ponds. After removal

of nēnē, Common Gallinule became one of the more common waterbird species on the property. While the mortality of this species was not an issue at the onset of the permit in 2012, the increase in the number of Common Gallinule on the property led to an increase in fatal incidents for the species. However, the increase in the number of Common Gallinule fledglings has more than kept pace with the increase in mortality. During this season, 18 Common Gallinule fledglings were produced, and 66 were produced during the previous season.

Nēnē Hazing

On June 24, 2019, USDA-WS—acting on behalf of the Hawai‘i Department of Transportation, Airports Division—began a pilot project to haze nēnē from Hōkūala using dogs and other non-lethal methods. The purpose of the hazing program is to reduce the bird/wildlife aircraft strike hazard (BASH). This hazing plan was approved by DOFAW and USFWS. The initial one-year pilot project has been extended and enlarged with the addition of more dogs and handlers. Currently, USDA-WS runs four dogs on Hōkūala. Hōkūala renewed the access agreement in June 2024, and hazing operations continued throughout the FY 2025 season.

Waterbird and Shorebird Surveys

Waterbirds at Hōkūala include resident endemic and indigenous species as well as native non-breeding migratory waterfowl and shorebirds. The endemic waterbird species recorded on the property include all the resident endemic waterbird species found on Kaua‘i, namely Hawaiian Duck (*Anas wyvilliana*), Common (Hawaiian) Gallinule (*Gallinula galeata sandvicensis*), Hawaiian Coot (*Fulica alai*), and Black-necked (Hawaiian) Stilt (*Himantopus mexicanus knudseni*). The lone resident indigenous species is Black-crowned Night Heron (*Nycticorax nycticorax hoactli*). Regularly recorded indigenous migratory shorebird species include Pacific Golden-Plover (*Pluvialis fulva*) and Ruddy Turnstone (*Arenaria interpres*). Additionally, a small number of uncommon and/or extralimital swans, ducks, geese, and shorebirds have been recorded on the property over the years. In FY 2025, Muscovy duck was the only other waterbird species sighted; these birds were seen mostly in February, March, April, and June 2025.

Shorebird observations are conducted on an incidental, seasonal basis. Waterbird surveys are conducted on a weekly to bi-weekly basis, either by walking the property or driving golf carts. The species and age (whether adult or juvenile) are recorded for each individual observed during each survey. A

synopsis of the data collected over 89 separate count events conducted during FY 2025 is presented in Table 7.

Table 7. Waterbird and shorebird counts (FY 2025).

<i>Common Name</i>	<i>Scientific Name</i>	<i>Avg /day</i>	<i>Max /day</i>	<i>Min /day</i>
Hawaiian Coot	<i>Fulica alai</i>	132	226	9
Common (Hawaiian) Gallinule	<i>Gallinula galeata sandvicensis</i>	38	62	20
Hawaiian Duck	<i>Anas wyvilliana</i>	11	23	1
Hawaiian Goose (Nēnē)	<i>Branta sandvicensis</i>	35	118	0
Black-crowned Night Heron	<i>Nycticorax nycticorax hoactli</i>	12	20	3
Black-necked (Hawaiian) Stilt	<i>Himantopus mexicanus knudseni</i>	10	24	0
Western Cattle-Egret	<i>Ardea ibis</i>	89	218	42
Pacific Golden-Plover	<i>Pluvialis fulva</i>	46	137	0
Ruddy Turnstone	<i>Arenaria interpres</i>	3	55	0
Hawaiian Short-Eared Owl (Pueo)*	<i>Asio flammeus sandwichensis</i>	0	1	0
Muscovy Duck	<i>Carina moschata</i>	1	13	0

* neither a waterbird nor shorebird

Waterbird Nesting

Waterbird nesting on Hōkūala has been steadily increasing over the past six years. Waterbird nesting data are collected during weekly surveys, as described above. Because nests are difficult to find in thick vegetation, nest counts are based upon observations of families, and families are counted only once. This season, Common Gallinule, Hawaiian Coot, and Hawaiian Duck nested on property (Table 8, Figures 5 through 7).

Table 8. Hawaiian waterbird families (FY 2025).

<i>Area</i>	<i>COGA</i>	<i>HACO</i>	<i>HADU</i>
Main Lagoon	7	0	9
Mokihana 3 Pond	2	1	1
Total Families	9	1	10
Total Juveniles Produced	18	2	56

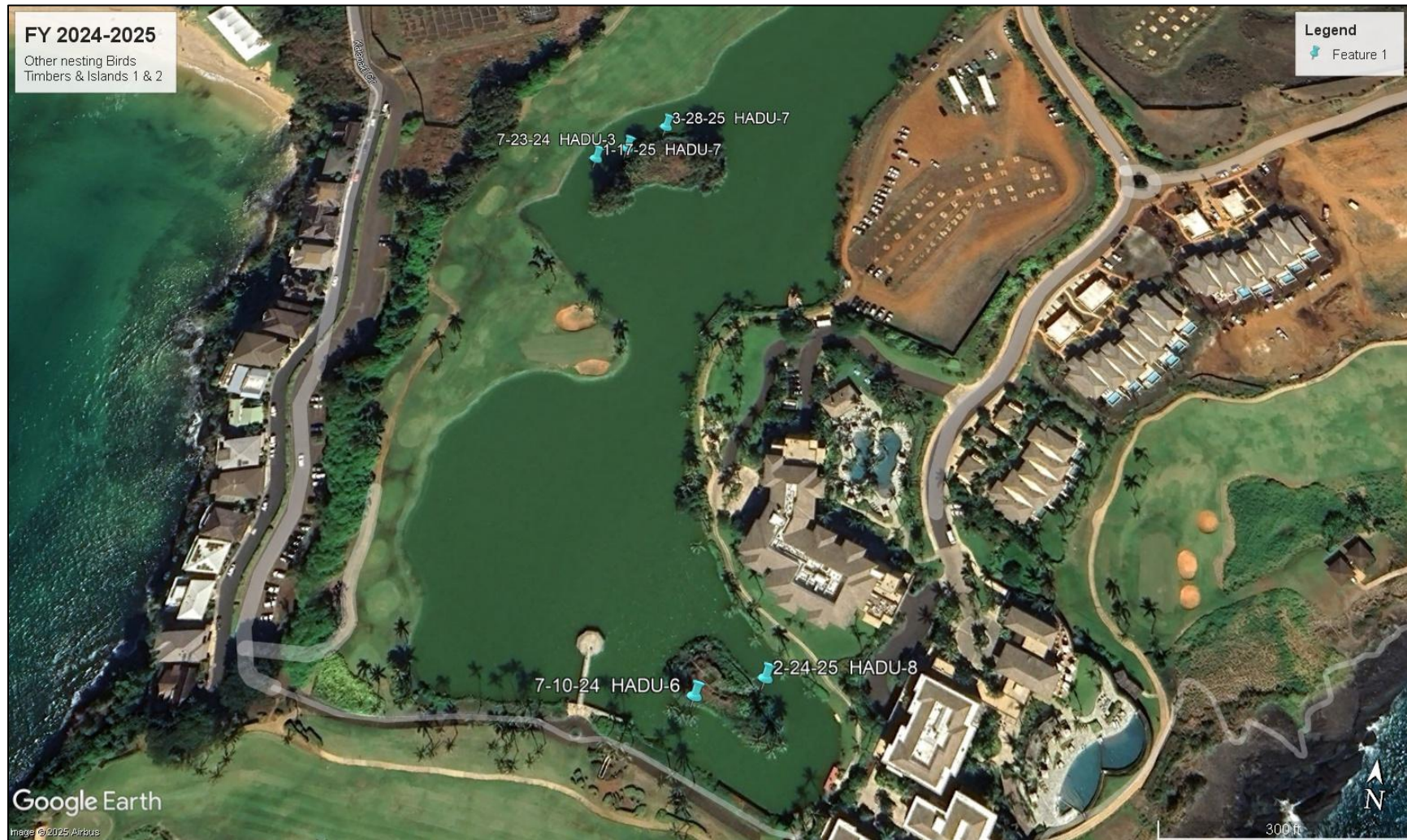


Figure 5. FY 2025 Hawaiian Waterbird nests in Main Lagoon on Islands 1 (bottom) and 2 (top).



Figure 6. FY 2025 Hawaiian Waterbird nests in and near Main Lagoon from Bridge 1 (left) to boat maintenance area (right).



Figure 7. FY 2025 Hawaiian Waterbird nests at Mokihana 3 Pond.

Table 9 and Figure 8 present the number of Hawaiian waterbird nests found on the property from FY 2018 to FY 2025, and Table 10 and Figure 9 present the number of Hawaiian waterbird juveniles produced on the property from FY 2018 to FY 2025. In FY 2025, there was a decrease in the number of Common Gallinule nests and juveniles produced compared to previous years. While the cause of this decline is unclear, HCP biologists have observed Black-crowned Night Herons chasing juvenile Common Gallinules, juvenile Hawaiian Ducks, and juvenile Hawaiian Coots, suggesting possible predation.

Table 9. Hawaiian waterbird nests found at Hōkūala from FY 2018 - 2025.

	<i>HAGO Nests</i>	<i>HACO Nests</i>	<i>COGA Nests</i>	<i>HADU Nests</i>	<i>BNST Nests</i>
2018	12	5	39	13	2
2019	20	3	21	7	0
2020	15	4	30	15	0
2021	18	4	30	12	0
2022	26	0	17	5	0
2023	25	3	19	12	0
2024	27	5	24	14	1
2025	34	1	9	10	0

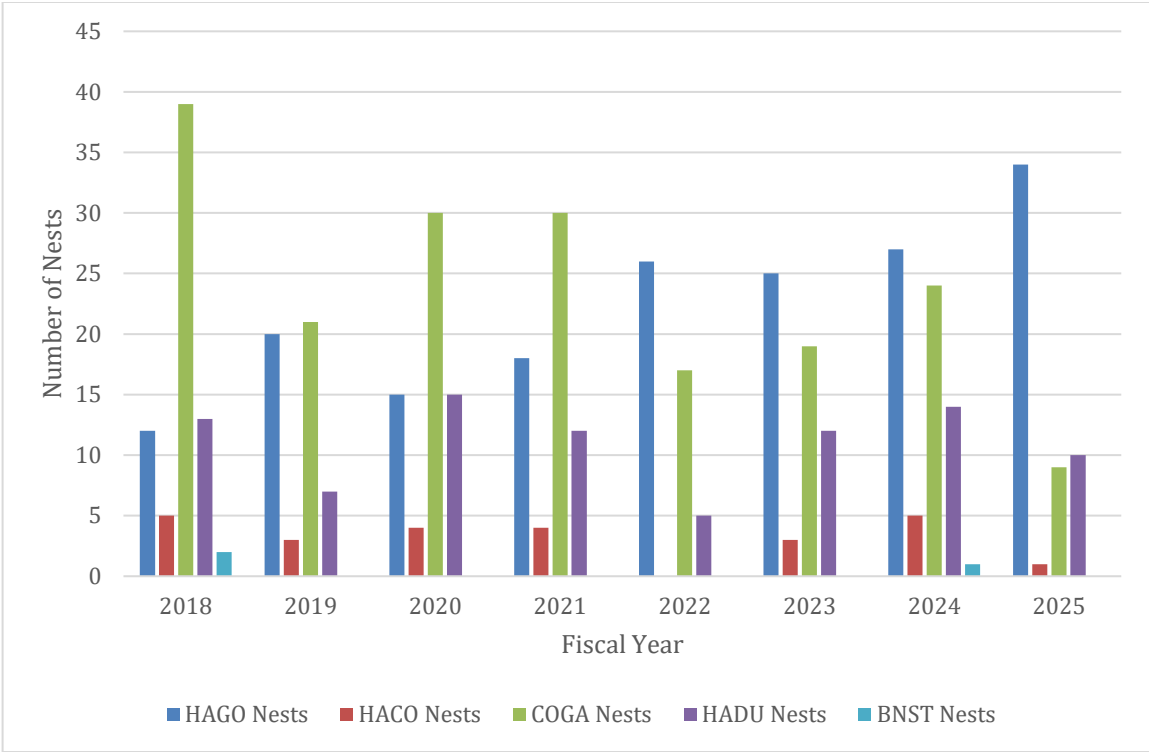


Figure 8. Number of Hawaiian waterbird nests found at Hōkūala from FY 2018 - 2025.

Table 10. Hawaiian waterbird juveniles produced at Hōkūala from FY 2018 - 2025.

	<i>HAGO</i> <i>Juveniles</i>	<i>HACO</i> <i>Juveniles</i>	<i>COGA</i> <i>Juveniles</i>	<i>HADU</i> <i>Juveniles</i>	<i>BNST</i> <i>Juveniles</i>
2018	23	5	78	20	2
2019	38	7	62	6	0
2020	23	8	27	39	0
2021	21	10	113	62	0
2022	45	0	48	29	0
2023	50	6	62	63	0
2024	48	21	66	56	0
2025	82	2	18	56	0

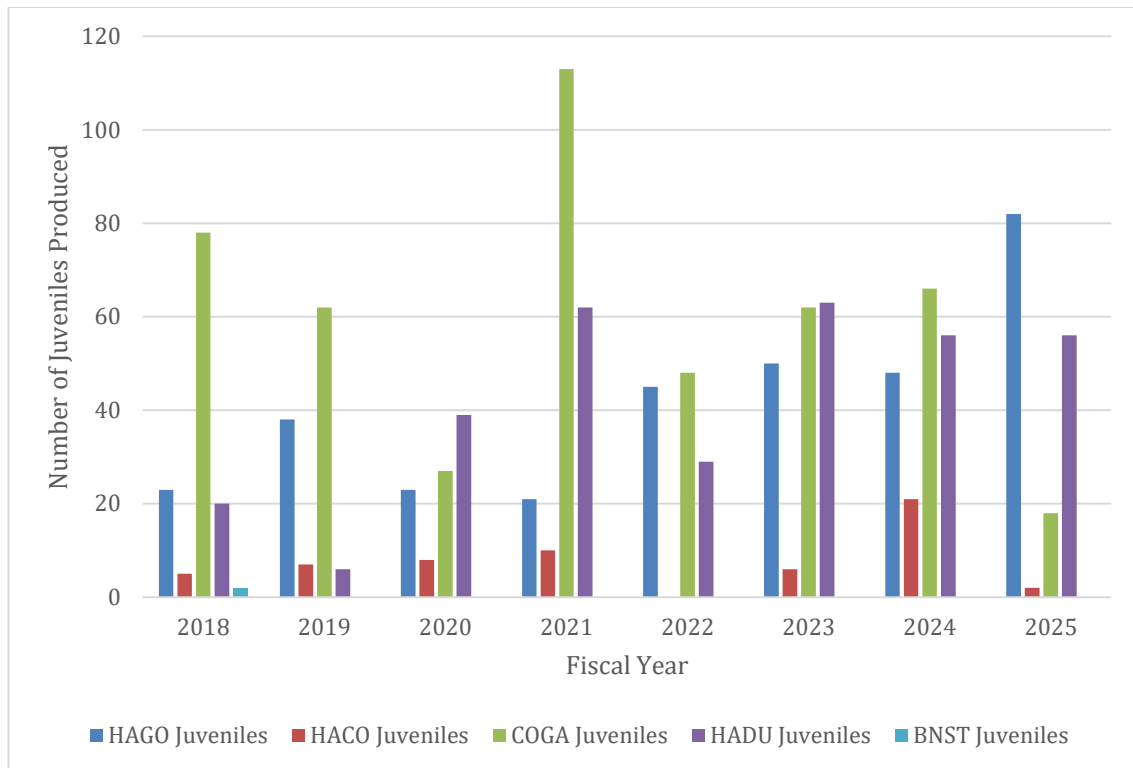


Figure 9. Number of Hawaiian waterbird juveniles produced at Hōkūala from FY 2018 - 2025.

Incidental Take

Between July 1, 2024, and June 30, 2025, Hōkūala experienced the direct incidental take of 14 birds: three nēnē, nine Hawaiian Coot, one Hawaiian Gallinule, and one Newell's Shearwater (Table 11). Table 12 provides detailed information about each incidental take incident that occurred in FY 2025. Three birds were hit and killed by a vehicle, three were killed by golf ball strikes, and seven died due to unknown causes. One Newell's Shearwater was downed on the property and flew away without injuries. One injured Hawaiian Coot died after being taken to SOS, and one nēnē was euthanized at SOS. Out of the 14 birds, two were juveniles. For incidents resulting in fatality, carcasses were stored in a refrigerator at Hōkūala and collected by DOFAW staff or were disposed of following direction from DOFAW staff. Most carcass collections or disposals occurred within 24 hours of the incident.

Table 11. Direct, indirect, and total incidental take in FY 2025.

<i>Species</i>	<i>Scientific Name</i>	<i>Direct Take</i>	<i>Indirect Take</i>	<i>Total Take</i>
Hawaiian Goose (Nēnē)	<i>Branta sandvicensis</i>	3	0	3
Hawaiian Coot	<i>Fulica alai</i>	9 lethal	0.90	9.90 lethal
Common (Hawaiian) Gallinule	<i>Gallinula galeata sandvicensis</i>	1 lethal	0	1 lethal
Hawaiian Duck	<i>Anas wyvilliana</i>	0	0	0
Black-necked (Hawaiian) Stilt	<i>Himantopus mexicanus knudseni</i>	0	0	0
Newell's Shearwater	<i>Puffinus newelli</i>	1	0	1
Hawaiian Petrel	<i>Pterodroma sandwichensis</i>	0	0	0
Band-rumped Storm-Petrel	<i>Oceanodroma castro</i>	0	0	0

Table 12. Take and cause of incidental take in FY 2025.

<i>Date</i>	<i>Common Name</i>	<i>Cause (Dead or Alive)</i>	<i>Indirect Take</i>
09/25/24	Hawaiian Gallinule	Vehicle collision (Dead)	Juvenile
10/07/24	Hawaiian Coot	Unknown, broken left leg (Found alive, died in care at SOS)	0
10/09/24	Hawaiian Coot	Likely golf ball strike (Dead)	0
10/18/24	Hawaiian Coot	Unknown (Dead)	0
11/08/24	Newell's Shearwater	Downed, escaped (Alive)	0
12/04/24	Hawaiian Coot	Possible golf ball strike (Dead)	0
12/25/24	Nēnē (oHAPσ)	Vehicle collision (Dead)	0*
12/30/24	Hawaiian Coot	Possible golf ball strike (Dead)	0
01/08/25	Nēnē (Unbanded)	Cart strike (Dead)	Juvenile
01/13/25	Hawaiian Coot	Unknown (Dead)	0
01/26/25	Hawaiian Coot	Unknown, broken right wing, possible strike or collision (Dead)	0
02/18/25	Nēnē (bNZH♀)	Unknown, injured right wing (Found alive, euthanized by SOS)	0**
03/19/25	Hawaiian Coot	Unknown (Dead)	0.45

Table 12 (continued).

<i>Date</i>	<i>Common Name</i>	<i>Cause (Dead or Alive)</i>	<i>Indirect Take</i>
06/15/25	Hawaiian Coot	Unknown (Dead)	0.45

*Had 3 goslings: 2 survived, 1 never found

**Had 3 goslings: all survived

Based on a review of records and discussions with Hōkūala, USFWS and DOFAW prepared a spreadsheet documenting all reported instances of downed, injured, or dead birds at Kaua‘i Lagoons/Hōkūala since the inception of the HCP. Table 13 is a summary of the information for incidental take of covered species contained in this spreadsheet.

Table 13. Direct, indirect, and total incidental take from permit inception through June 30, 2025.

<i>Species</i>	<i>Scientific Name</i>	<i>Direct Take</i>	<i>Indirect Take</i>	<i>Total Take</i>
Hawaiian Goose (Nēnē)	<i>Branta sandvicensis</i>	12	5	17
Hawaiian Coot	<i>Fulica alai</i>	47 lethal 1 non-lethal	6.3	53.3 lethal 1 non-lethal
Common (Hawaiian) Gallinule	<i>Gallinula galeata sandvicensis</i>	36 lethal 0 non-lethal	9.75	45.75 lethal 0 non-lethal
Hawaiian Duck	<i>Anas wyvilliana</i>	6	2.45	8.45
Black-necked (Hawaiian) Stilt	<i>Himantopus mexicanus knudseni</i>	1	0	1
Newell’s Shearwater	<i>Puffinus newelli</i>	13	0	13
Hawaiian Petrel	<i>Pterodroma sandwichensis</i>	0	0	0
Band-rumped Storm-Petrel	<i>Oceanodroma castro</i>	0	0	0

Take since the inception of the HCP and the remaining authorized take for each species is detailed in Table 14 and depicted in Figures 10 and 11. Both the species impacted and the number of incidents that occur each year vary by year.

Table 14. Take over time reported on an annual basis from FY 2012 – FY 2025, total take since FY 2012, and remaining authorized take.²

	<i>HAGO</i>	<i>HACO</i>	<i>COGA</i>	<i>HADU</i>	<i>NESH</i>	<i>BNST</i>	<i>HAPE</i>	<i>BANP</i>
2012	0	0	0	0	0	0	0	0
2013	0	4	0	1	1	0	0	0
2014	0	0	1	0	0	0	0	0
2015	2	3.45	2.65	0	2	0	0	0
2016	2	6.9	3.65	1	0	0	0	0
2017	0	1 1 NL	2.65	5.45	1	0	0	0
2018	1	1	10.6	0	0	0	0	0
2019	1	4.35	5.6	0	4	0	0	0
2020	1	2.45	3	0	0	0	0	0
2021	1	2	5.3	1	0	0	0	0
2022	0	12.35	6.3	0	1	1	0	0
2023	3	3.9	3	0	1	0	0	0
2024	2	2	1	0	2	0	0	0
2025	4	9.9	1	0	1	0	0	0
Total take since 2012	17	53.3 1 NL	45.75 0 NL	8.45	13	1	0	0
Remaining authorized take	0	56.7 179 NL	- 5.75 30 NL	27.55	14	37	1	0

NL = Non-lethal take. All other numbers are lethal take.

² AECOS, Inc. began preparing Hōkūala HCP Annual Reports in FY 2022, so take numbers prior to FY 2022 are estimates gathered with assistance from USFWS and DOFAW.

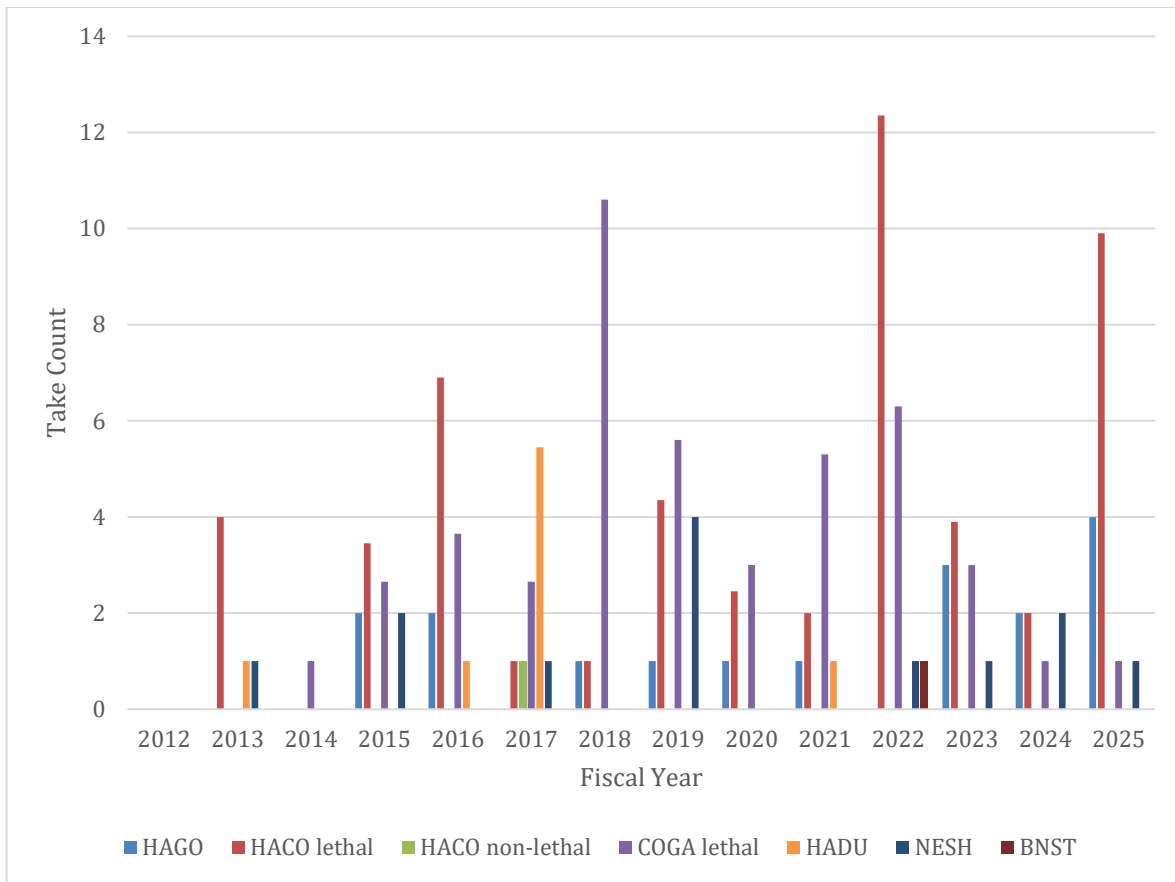


Figure 10. Take over time reported on an annual basis from FY 2012 - 2025.

In September 2024, Hōkūala suggested to Jason Vercelli of DOFAW to relocate Common (Hawaiian) Gallinule from areas of the resort with high traffic volume to less-visited areas. While DOFAW was not prepared to take this action at the time, the conversation is still open and will be revisited in FY 2026. Hōkūala will also include USFWS in all future discussions involving Common Gallinule relocation.

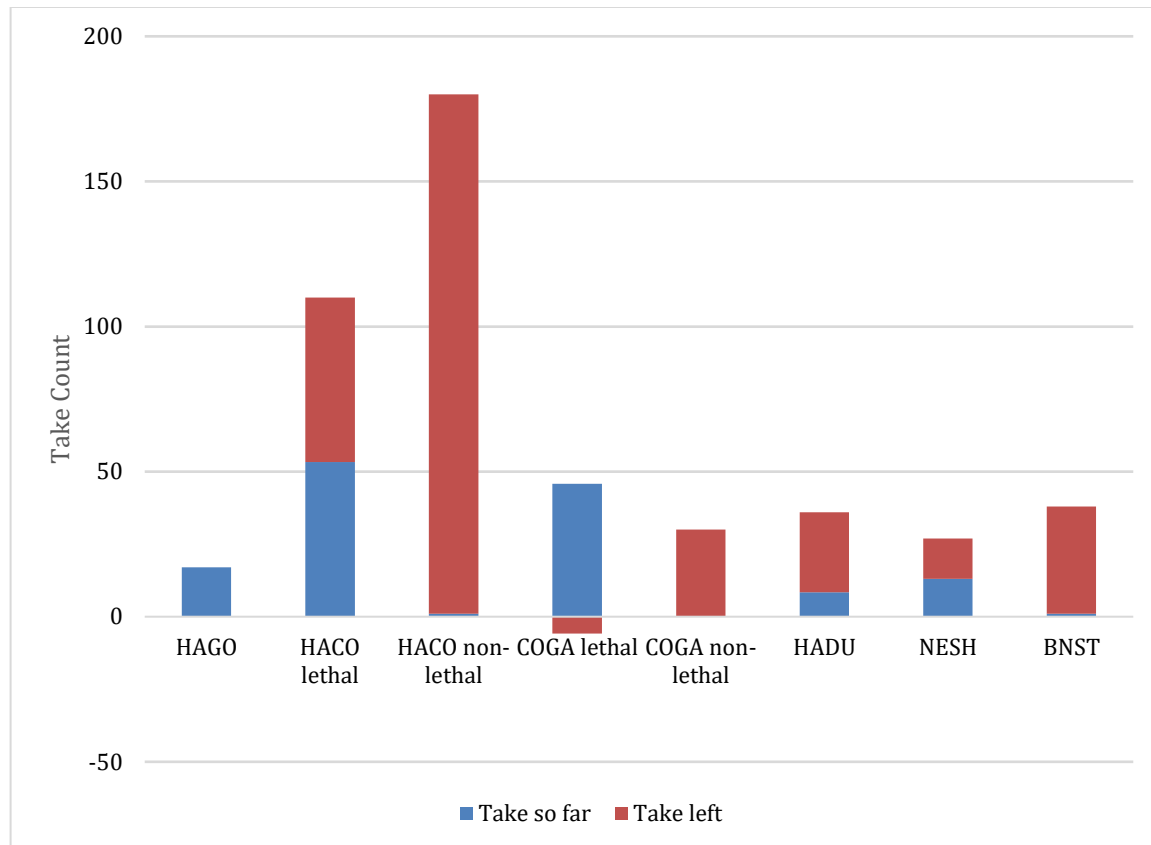


Figure 11. Take to date and take left of total authorized take.

Predation

Recording signs of mammalian predation is a daily task conducted by the biological monitors at Hōkūala 365 days a year. These observations are made whenever the biological monitor is undertaking other duties on site (e.g., monitoring nēnē pairs, conducting waterbird surveys). Additionally, all resort staff report observations of predators to the biological monitors, who then place appropriate traps in direct response to the reports.

Six predation events were reported on the property during FY 2025. In five of these events, the predators were dogs, and in one, the predator was an owl. The owl predation event occurred on August 12, 2024 and resulted in a juvenile Black-necked (Hawaiian) Stilt fatality. The absence of a carcass at the incident site coupled with the layout and condition of the feathers remaining at the site indicated that the predator was an unknown type of owl. The first dog predation event occurred when a dog wandered away from its owner and picked up a nēnē gosling in its mouth, then released it unharmed. The gosling appeared only limp

and stunned for several minutes before returning to normal behavior and being released to its parents. The second dog predation event resulted in a nēnē gosling fatality. Although the dog was never seen, four puncture wounds around the chest and abdomen of the gosling carcass indicated that the fatality was the result of a dog bite. Necropsies determined that the fatalities of the three additional juvenile nēnē were also caused by dog bites, although none of these events were observed and no loose dogs were seen on the property.

The biological monitors and the Loss Prevention (LP) staff make continuous efforts to reduce the number of loose dogs on Hōkūala property. Both biologists and LP personnel proactively monitor the property for loose dogs. When a dog is observed, even if leashed, the Hōkūala staff member approaches the owner to inform them about the risk of incidental take that the dog may pose to the covered species on the property. If a dog is observed off-leash, the owner is approached by a Hōkūala staff member and informed that all dogs must be leashed on the property.

Trapping and Predator Control Efforts

Vertebrate species removal and predator trapping were successfully carried out throughout the year, and all predator sightings were tracked and immediately responded to. Predator control efforts and results for FY 2025 are presented in Table 15. Feral chickens are the most common predators on the property, followed by feral cats and bullfrogs. While one dog got away from its owner for a few minutes before being caught again, no other loose dogs were seen on the property. There was very little to no feral pig activity during this reporting period, so no baiting was conducted and no traps or snares were deployed. Additionally, no mongooses were sighted in FY 2025.

Mokihana Pest Control provides rodent control in the form of poison bait stations that are deployed primarily on the lagoon islands, where rodent activity is apparent. Placing rodent poison baiting stations in wilder open areas is specifically avoided due to possible secondary poisoning to *Pueo*. The potential of using baited snap traps for the safety of *Pueo* has been discussed.

One major issue with predator control is the increasing number of cats abandoned on the property. Two factors likely contributing to this issue are (1) the Kaua'i Humane Society's current overburden of cats and (2) the over 600-acre unfenced section of property traversed by a County of Kaua'i public road, providing easy access for introduced predators. In FY 2025, the Humane Society took some of the adoptable cats from the property into their care, and Hōkūala

staff secured homes for others. Cats that were unable to be fostered, homed, or taken to the Humane Society were removed from the property.

Roadways, Speed Limits, and Endangered Species Signs

The posted speed limit on the resort property is 14 MPH (Figure 12). A series of different endangered species signs are deployed, some of which are semi-permanent and some of which are temporary and moved to locations as needed (Table 16 and Figures 13-17). Due to the dynamic nature of bird locations and activity on this site, warning signs are moved or modified as circumstances require and new areas of concern are identified. As of this writing, the resort has deployed 17 “Nēnē Crossing” signs (Figure 14), 12 “Slow Down - Wildlife Crossing” signs (Figures 15, 16, and 21), four “Please Do Not Feed the Nēnē” signs (Figure 15), and three in-road sandwich board “Caution – Drive Slowly” signs (Figure 17). Additionally, there are two endangered species information signs posted in areas that are accessed by guests and golfers using the facilities (Figure 18).

Table 15. Trapping and predator removal effort (FY 2025).

<i>Predator</i>	<i>Number of trap days/nights</i>	<i>Number caught</i>	<i>Efficacy</i>
Chickens	2061	1487	72%
Cats	840	23	2.7%
Bullfrog	n/a	12 (shot with pellet gun)	n/a

Table 16. Nēnē and T&E caution signs on Hōkūala property (FY 2025).

<i>Sign Description</i>	<i>Number</i>
Yellow Nēnē Crossing signs	17
White “Slow Down – Wildlife Crossing” Nēnē signs	12
Plastic sandwich board “Caution – Drive Slowly” signs	3
Metal “Please Do Not Feed the Nēnē” signs	4
Endangered Species informational displays	2

During one of the upcoming phases of construction on the property (potentially in FY 2026), up to seven new signs will be erected that welcome guests and owners into an area where endangered species live. The proposed locations of the signs are shown in Figure 19. These signs will incorporate pictures of other Covered Species, including Hawaiian Coot, Hawaiian Gallinule, Hawaiian Stilt, and Hawaiian Duck. They will also include guidance for guests to help protect native species, such as following posted speed limits, watching for crossing wildlife, refraining from feeding wildlife, and keeping pets leashed.



Figure 12. Posted speed limit is 14 mph at Hōkūala Resort.



Figure 13. Semi-permanent Nēnē Crossing sign.



Figure 14. Locations of caution signs deployed on the resort.



Figure 15. Portable “Slow Down - Wildlife Crossing” and “Please Do Not Feed the Nēnē” signs.



Figure 16. Along Holokāwelu Road, “Slow Down – Wildlife Crossing” warning signs are placed every 45 ft.



Figure 17. Portable sandwich board “Caution – Drive Slowly” sign placed in the middle of Holokāwelu Road.

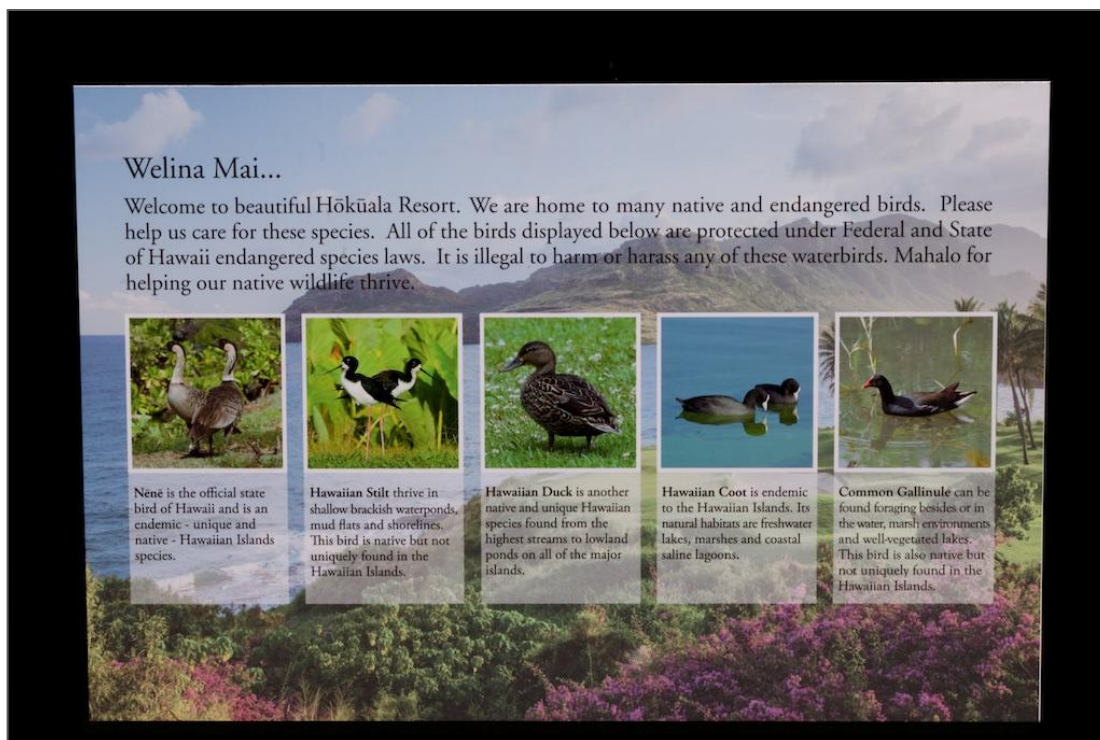


Figure 18. Endangered waterbird information sign.



Figure 19. Proposed locations of “Conservation Area” signs.

On September 10, 2024, Hōkūala placed three of the “Slow Down—Wildlife Crossing” signs on the recently-established lagoon access pathway for golf carts. The pathway is for golf carts and maintenance carts only—no vehicles are allowed. Figure 20 shows the locations of these signs and Figure 21 shows the sign at the west end of the new pathway near Bridge 2. Biological monitors observe activity and determine compliance with the signs multiple times a day. Additional signs may be added based on the activity and results achieved.

On November 26, 2024, a team from the Kaua'i Endangered Seabird Recovery Project (KESRP) surveyed an area of coastline along Hole #16 fairway on the Hōkūala Golf Course (Figure 22). In total, the team found about 180 Wedge-tailed Shearwater (WTSH) burrows, most of which are located within two clusters. Because the survey took place late in the seabird nesting season, the majority of burrows were empty. Only eight recorded chicks were still occupying burrows, but the KESRP team noted that roughly 80% of burrows had bird sign that suggested activity this year. One old feather pile, left by an unknown predator, and one predated egg, likely from a rat, were found in the westernmost burrow cluster. Future surveys at this site should span the entire nesting season, beginning in March/April and ending in October/September.

Following the results of this survey, two WTSH signs (Figure 23) were placed along hole #16 fairway at the locations of the seabird cliff colonies. We have also asked the state for three more Wedge-tailed Shearwater signs for placement in other areas where burrows are found by staff.

Speed Bumps

There are currently five speed bumps on the roadways within the resort. Some of the new signs to be installed in FY 2026 may say something like “Caution: endangered species—slow down”. Hōkūala will continue to monitor areas of concern and address new issues by decreasing speed limits and/or adding speed bumps as necessary.

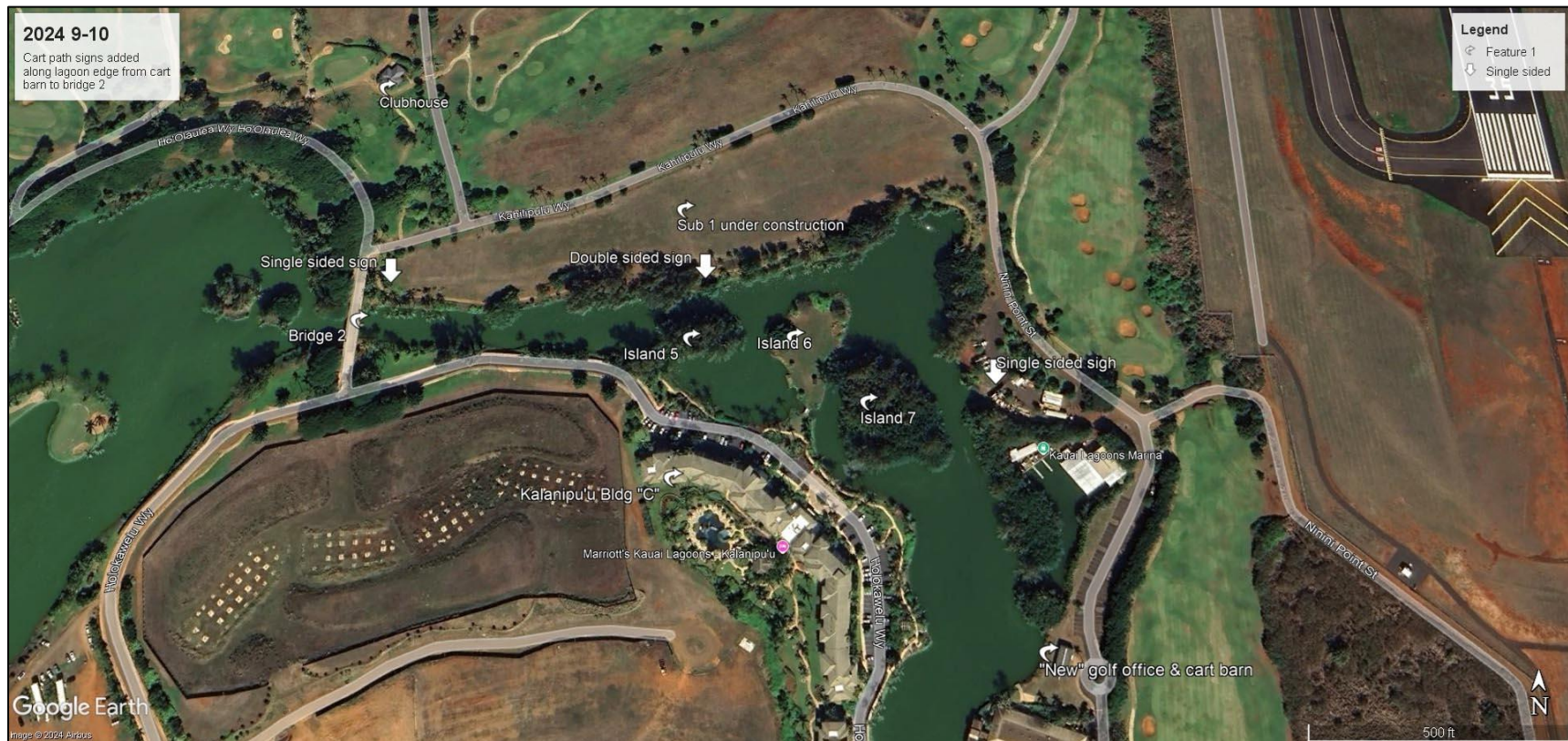


Figure 20. Locations of “Slow Down – Wildlife Crossing” signs placed along new lagoon access golf cart pathway.



Figure 21. New “Slow Down – Wildlife Crossing” sign at west end of new lagoon access golf cart pathway.

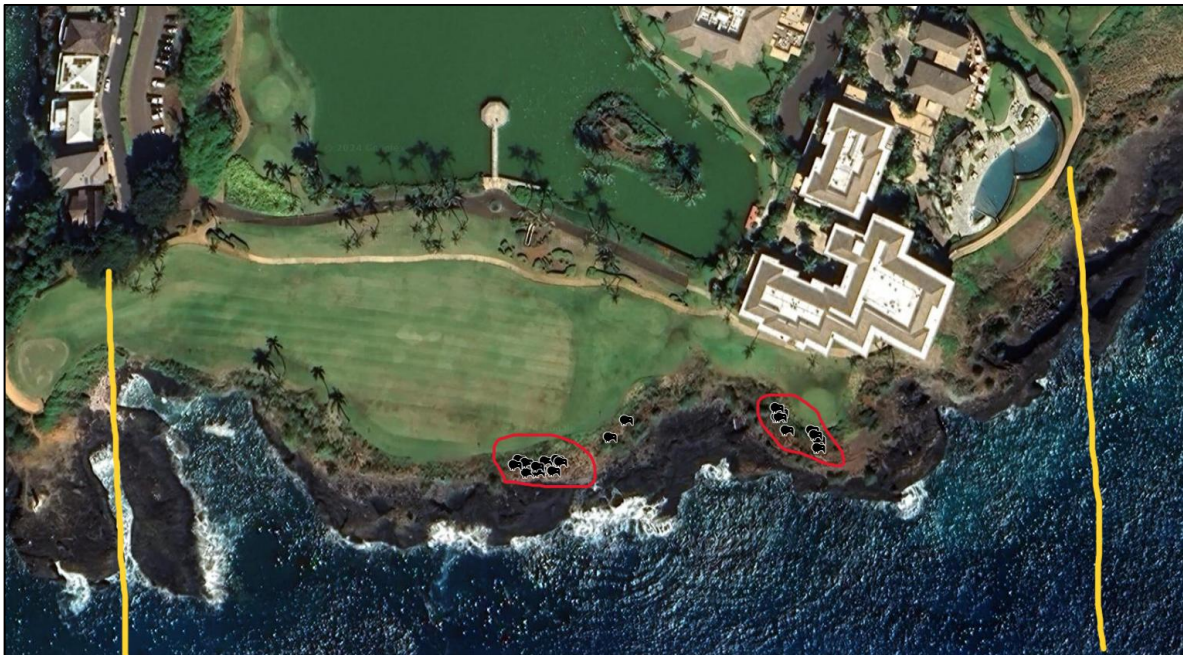


Figure 22. Area of coastline (~350 m, between yellow lines) surveyed along the fairway of hole #16 on the Hōkūala Golf Course. Red circles represent two clusters of burrows.



Figure 23. Wedge-tailed Shearwater Nesting Area sign.

Construction Monitoring

Grading commenced on Lots 1 and 1A (single family housing) during FY 2024. Both Lot 1 (6.2 ac) and Lot 1A (4.5 ac) sites were inspected by the on-site biologist prior to grading and were monitored and inspected daily by the senior on-site biologist during grading. Grading is currently paused, but it is scheduled to resume in the third quarter of 2025. All inspection and monitoring requirements will be met prior to and during the restart of grading activities.

USDA-WS hazing operations included construction sites during this period, so nēnē did not have the opportunity to become established in these construction areas. Although no nēnē nests were found within any areas of active construction, one dropped nēnē egg was found on the Nordic construction site. No other Covered Species nested in construction areas (see Table 10 and Figures 5-7).

Currently, Hōkūāla has two full-time monitors and an overseeing biologist. The biological monitors ensured full-time monitoring of all construction projects during the FY 2025 season.

Endangered Species Awareness Training

Training classes on endangered species were given to all personnel on the site, regardless of job, company, or position. A total of 32 classes were held and 212 people were trained (Attachment F includes the attendance logs). All personnel who attended the course were given a copy of the training module. Three different versions of the PowerPoint presentation target specific audiences. The training course includes information on all eight listed avian species covered in the state and federal ITL and ITP. Specific Covered Species protocols and restrictions are discussed in depth, as are potential disciplinary action if the protocols and procedures are not followed. A log of all individuals that receive training is maintained. No disciplinary actions were undertaken during FY 2025, an indicator of the effectiveness of the training program. Personnel always report situations of concern to on-site construction and biological monitors.

Bird and Nature Tours

Biologists led 139 bird and nature tours of the resort property for 640 guests and local residents during FY 2025. Driving tours utilize a 6 - 8 passenger golf cart, and tour routes are on established roads and cart paths (Figure 22). A biological monitor drives the vehicle and avoids approaching endangered species. Guests exit carts only at the farm and restrooms, not in areas where endangered species are present. Guests are always under the supervision of the biological monitor. A copy of the draft ESA brochure for guests is included as Attachment D.

The tour begins and ends in the Timbers lobby. First, it proceeds around the lagoon through the 17th and 18th holes of the golf course and passes by the club house. The tour continues along paved roads between Bridges 1 & 2, then continues to Kalanipu'u, turning around at the old Sharkey's restaurant. The tour then backtracks to Bridge 2 & proceeds along the Lagoon path. The route continues between the 11th and 18th holes and follows along the abandoned golf course paths. A brief stop occurs on the elevated bank of the Mokihana 3 pond before the tour continues onward to the Timbers Farm. The tour circles around the driving range and associated trails, then returns to the main Timbers lobby. In total, the tour lasts between 1½ to 2 hours.



Figure 24. Established/typical route taken for the bird and nature tours (yellow line).

Certification (Implementation Agreement, Section 8.3)

I certify that, to the best of my knowledge, after appropriate inquiries of relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.



Susan Burr, *AECOS* Inc.

September 12, 2025

Literature Cited

Ebbin, Moser + Skaggs LLP and Rana Biological Consulting, Inc. 2009. Kaua'i Lagoons Habitat Conservation Plan. Prepared for: Kaua'i Lagoons, LLC & Mori Golf (Kaua'i), LLC.

Attachment A

Copy of FY 2025 Bond

CONTINUATION
CERTIFICATE

Atlantic Specialty Insurance Company

, Surety upon

a certain Bond No. 800014350

dated effective July 13, 2015
(MONTH-DAY-YEAR)

on behalf of Tower Kauai Lagoons Land, LLC
(PRINCIPAL)

and in favor of State of Hawaii, Department of Land and Natural Resources
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on July 1, 2025
(MONTH-DAY-YEAR)

and ending on July 1, 2026
(MONTH-DAY-YEAR)

Amount of bond \$ 153,667.00

Description of bond Kauai Lagoons Resort project on the Island of Kauai Hawaii-Kauai Lagoons Habitate Conservation Plan-Incidental Take License (ITL)/Incidental Take permit (ITP)

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on June 30, 2025
(MONTH-DAY-YEAR)

Atlantic Specialty Insurance Company

By Lisa Frye
Lisa Frye , Attorney-In-Fact





Power of Attorney

Surety Bond No: 800014350

Principal Tower Kauai Lagoons Land, LLC

Obligee State of Hawaii, Department of Land and Natural Resources

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Lisa Frye each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

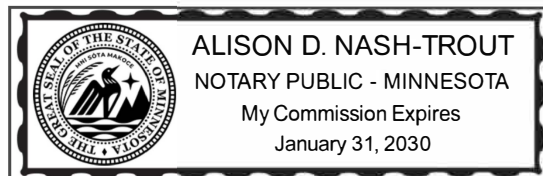
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of June, 2025.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary



SURETY BOND SEAL AND DIGITAL SIGNATURE ADDENDUM
ATLANTIC SPECIALTY INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY ("ASIC") has authorized its respective Attorneys-in-Fact to affix ASIC's corporate seal and digital signature to authorized surety bonds executed on behalf of ASIC by any such Attorney-in-Fact.

This notice verifies a surety bond that is executed on behalf of ASIC by its Attorney-in-Fact and utilizes the corporate seal below for ASIC shall be deemed to affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. ASIC also hereby agrees that the digital signatures applied to said bond are considered acceptable as if a wet ink signature was physically added to the face of the bond.

Dated this 28th day of July, 2021.

ATLANTIC SPECIALTY INSURANCE COMPANY



For ASIC by: 
Michael Seff, President Intact Insurance Surety

Attachment B

FY 2025 HCP Training
module, test, and test
answers



Hōkūāla

KAUA'I

Timbers /Hōkuāla Contractor & New Hire Orientation Endangered Species Awareness Program – 2021-2022



Prepared by Reginald David

Purpose of Training

- Numerous protected bird species are present on the site
- Hōkuāla is committed to the protection of these species
- Hōkuāla has specific endangered bird protocols in place that will be followed by all Operations, Contractors, and Construction personnel
- All Operations, Contractors, and Construction personnel need to be familiar with the issues and protocols
- There are significant legal implications if any of these birds are harmed, or protocols are not followed

Regulatory Setting - Protected Species

Federal -

The Endangered Species Act of 1973, as amended (ESA)

Migratory Bird Treaty Act (MBTA)

State of Hawai'i -

Hawaii Revised Statutes (Chapter 195-D)

IT IS ILLEGAL TO:

“harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct” any species listed under any of these statutes

Outline

- **Agency and Endangered Species Program Contacts**
- **Endangered waterbird species**
- **Specific rules and restrictions in place to protect waterbird species**
- **Listed seabird species**
- **Specific rules and restrictions in place to protect seabird species**

Agency and Endangered Species Program Contacts - Who to Call

State Department Land & Natural Resources – Division of Forestry & Wildlife (DOFAW)

- Clay Chow: Division of Forestry & Wildlife: (808) 274-3440

Onsite Biologists / Monitors

- Alan Silva: (808) 651-8100 or (808) 977-0218 email: Hokualahcp@hokualakauai.com
- Diane Butler

Hōkuāla Program Coordinators

- Gary Siracusa: Director of Construction: (808) 241-6046 - Cell: (808) 639-1917
- David Nagao: Association Director: (808) 241-6045 - Cell: (808) 652-9857
- Loss Prevention Patrol Officer: (808) 977-0039; cell: (808) 855-8008 or Moki Okami, Loss Prevention Manager: (808) 645-0144

Hōkuāla Biological Consultant

- Susan Burr: (808) 234-7770; Cell: (808) 722-4145; email: sburr@aecos.com

Endangered Waterbirds at Hōkūala

- Hawaiian Goose - *nēnē*
- Hawaiian Coot - *‘alaeke‘oke‘o*
- Common Moorhen - *alae‘ula*
- Hawaiian Duck - *koloa*
- Hawaiian Stilt - *ae‘o*

Nēnē



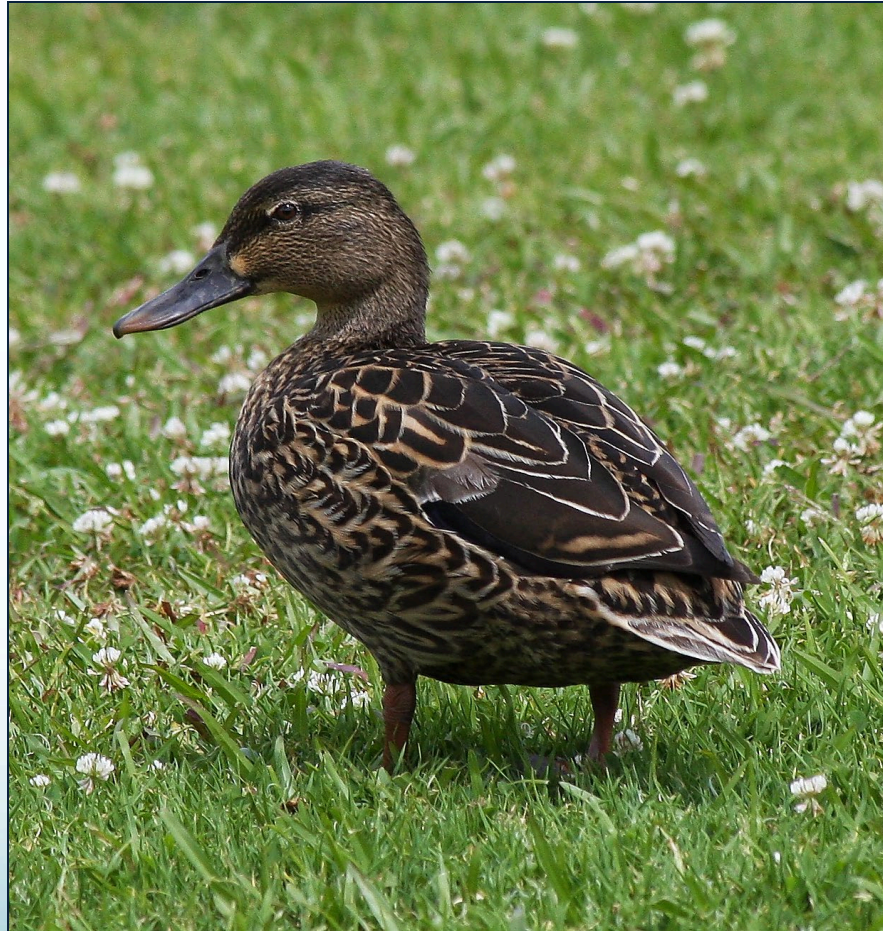
Hawaiian Coot - *'ala'eke'oke'o*



Common (Hawaiian) Gallinule - *'ala'e'ula*



Hawaiian Duck - *koloa*



Black-necked Stilt - *ae'o*



Onsite Waterbird & Nēnē Monitors

- Waterbird monitors will be onsite to ensure that any and all activity does not harm Nēnē or other waterbird species
- Monitors are authorized to stop any and all activity that they deem may potentially be harmful to Nēnē and other endangered waterbird species
- Nēnē and waterbird safety takes precedent over any and all activity

Obey all directives given to you by the onsite monitors

Waterbird Special Rules

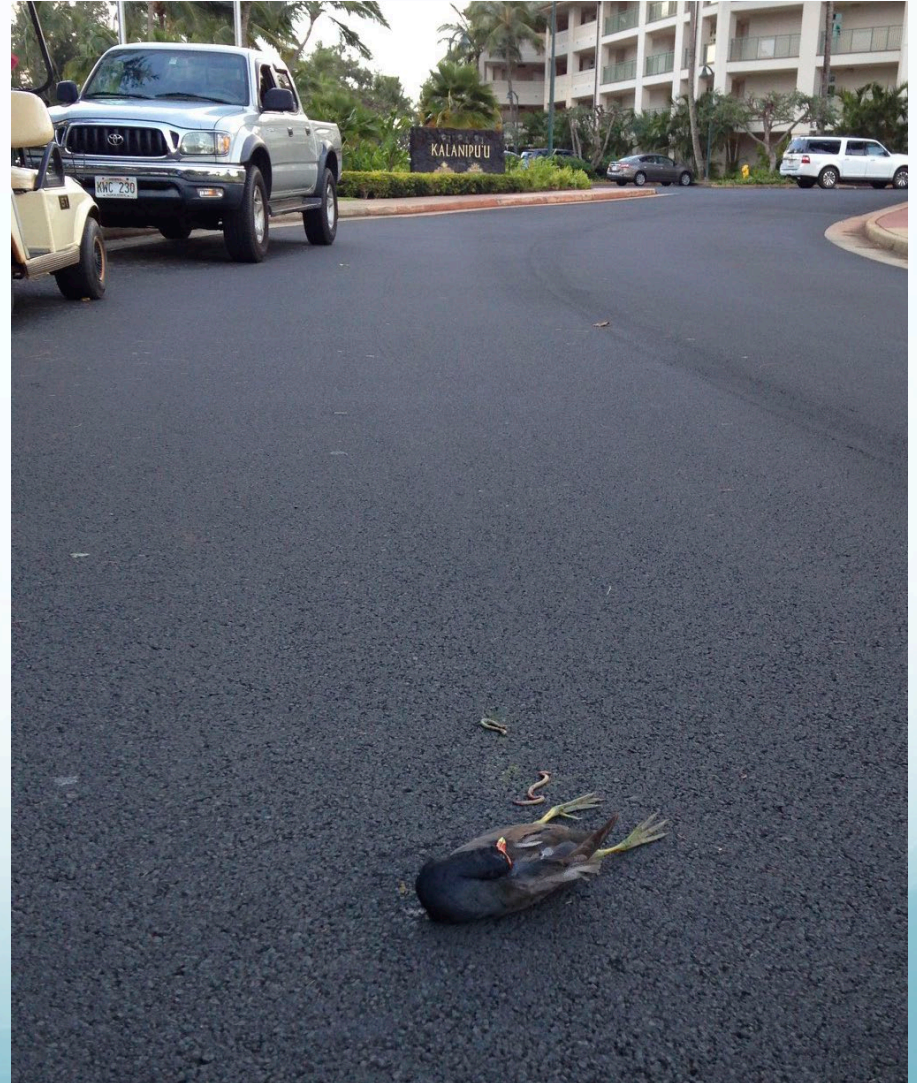
- Slow Down - Speed limit on the site is **14 mph**



Waterbird Special Rules

- Check beneath all equipment before driving machines
- No pets on the site
- Dispose of food and trash in trash cans
- Don't feed/pet/approach Nēnē or other waterbirds
- Immediately report any injured birds to the onsite monitors or your supervisor
- Feeding cats or stray dogs on property is expressly prohibited

Gallinule Issue – Holokawelu Way



Gallinule Issue – Holokawelu Way



Gallinule Issue – Holokawelu Way



Waterbird Special Rules

- Don't approach Nēnē nests



Take Home Message

- The harming of listed waterbird or seabirds may be construed as “take” under the ESA, and/or HRS 195D.
- The minimization and avoidance of “take” to the maximum extent practicable is required under both federal and State of Hawaii endangered species statutes
- Failure to do so may result in enforcement action, which may result in significant civil and criminal penalties
- Penalties include civil fines of up to \$25,000 per incident, and criminal fines of up to \$50,000, and up to one year federal imprisonment per incident
- **Non-compliance with any of the endangered species rules and protocols will result in immediate disciplinary action and a ban on working on property or job site without warning**

- Don't approach Nēnē nests



Endangered Seabird Species



Listed Seabirds Issues

- Nocturnally flying seabirds are often attracted to lights
- Fledgling birds on their way to sea for the first time are often attracted to lights and can be confused by them
- Confused birds may collide with structures, or simply land on the ground too tired to continue flying
- Once on the ground they cannot take off again and will die from starvation or be killed by predators if not rescued



Seabird Season Lighting Protocols

- Between September 1 and December 15, no unshielded lights will be allowed within the project area
- The reason for the reduced lighting is to minimize the chance that seabirds will be attracted to the lights, become disoriented by them, and then land on the ground, or in a worse case scenario collide with a man-made structure
- Report all downed seabirds to your manager or security immediately

Mahalo

Hōkuāla thanks you for your attention to and assistance with this program

Hōkuāla takes pride in our continued efforts to protect the natural resources on the Island of Kauaʻi

Protection of these native birds is everyone's responsibility, and is in the common interest of the Island community and future generations

If You Want More Information

- **Other questions? Please see me after the presentation**
- **Hard copies of this presentation are being distributed**

Thank You For Your Attention

Draw a line from the picture to the correct name



Hawaiian Coot

Koloa Duck

Gallinule

Hawaiian Stilt

Nene



-What is the speed limit for all roads at Hokualea?

- 1- 14mph
- 2- 25mph
- 3- 20mph
- 4- 10mph

-Who do you notify if you find an injured or dead endangered species on property?

- 1: Your supervisor
- 2: Loss Prevention
- 3: HCP Program
- 4: Any of the above

-What animals are allowed on property?

- 1: Stray cats
- 2: Dogs on leash
- 3: Pet pigs
- 4: None of the above

Draw a line from the picture to the correct name



Hawaiian Coot
Koloa Duck
Gallinule
Hawaiian Stilt
Nene



-What is the speed limit for all roads at Hokuala?

- 1- **14mph**
- 2- 25mph
- 3- 20mph
- 4- 10mph

-Who do you notify if you find an injured or dead endangered species on property?

- 1: Your supervisor
- 2: Loss Prevention
- 3: HCP Program
- 4: **Any of the above**

-What animals are allowed on property?

- 1: Stray cats
- 2: **Dogs on a leash**
- 3: Pet pigs
- 4: None of the above

Attachment C

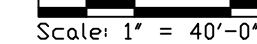
Outdoor lighting plan
installed at Timbers
Kaua'i Ocean Club &
Residences complex



SCALE: 1"=40'-0"

Albert Chong Associates Inc.
Consulting Electrical Engineers
and Lighting Designers
1117 Kapihulu Avenue
Honolulu, Hawaii 96816
Telephone (808) 738-5355

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SHEET NO.

E1.11

Attachment D

Current tour brochure

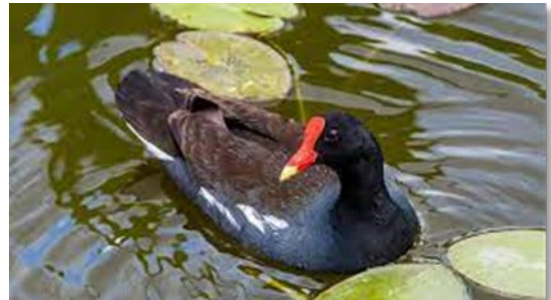
Timbers Endangered Species



Hawaiian Nene Goose (family)



Hawaiian Coot



Common Gallinule



Hawaiian Stilts



Hawaiian (Koloa) Ducks

Seabirds & Shoreline Birds



Great Frigate Bird



Ruddy Turnstone



Pacific Plover (adult)



Pacific Plover (juvenile)



Red tailed Tropic bird (shoreline)



White tailed Tropic bird (mountain)



Wandering Tattler



Sanderlings

Seabirds & Shorebirds



Bristle-thighed Curlew



Band-rumped Storm Petrel



Newell's Shearwater



Wedge-tailed Shearwater



Short-tailed Plover



Glaucous Gull



Laughing Gull



Ringed-bill Gull

Common Birds on Property



Jungle Fowl (chickens)



Western Meadowlark



White-rumped Shama (male)



Shama (female)



Laced Neck (Spotted) dove



Zebra Dove



Northern Cardinal



Red-crested Cardinal

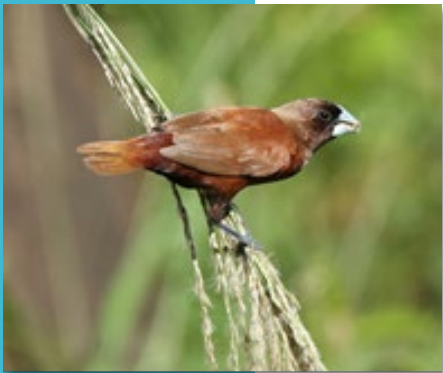
Common Birds on Property



Black-crowned Night Heron (adult)



Black-crowned Night Heron (juvenile)



Chestnut Manikin



Nutmeg Manikin



Java Sparrow



House Sparrow



House Finch (pair)



Rose-ringed Parakeet

Common Birds on Property



Saffron Finch



Common Mynah



Mockingbird



Red Avadavat (Strawberry Finch)

Owls



Pueo (Hawaiian Short-eared Owl)



Common Barn Owl

Visiting Geese-Cranes-Ducks



Cackling Goose



Canadian Goose



Snow Goose



Demoiselle Crane 11/2019



Pied-billed Grebe



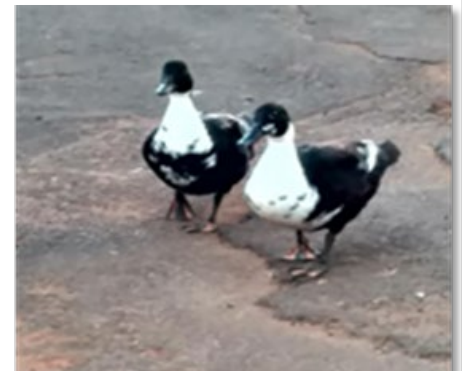
Brandt Goose



Mallard (pair)



Ruddy Shelduck



Muscovy Ducks

Other Endangered Species Found at Timbers



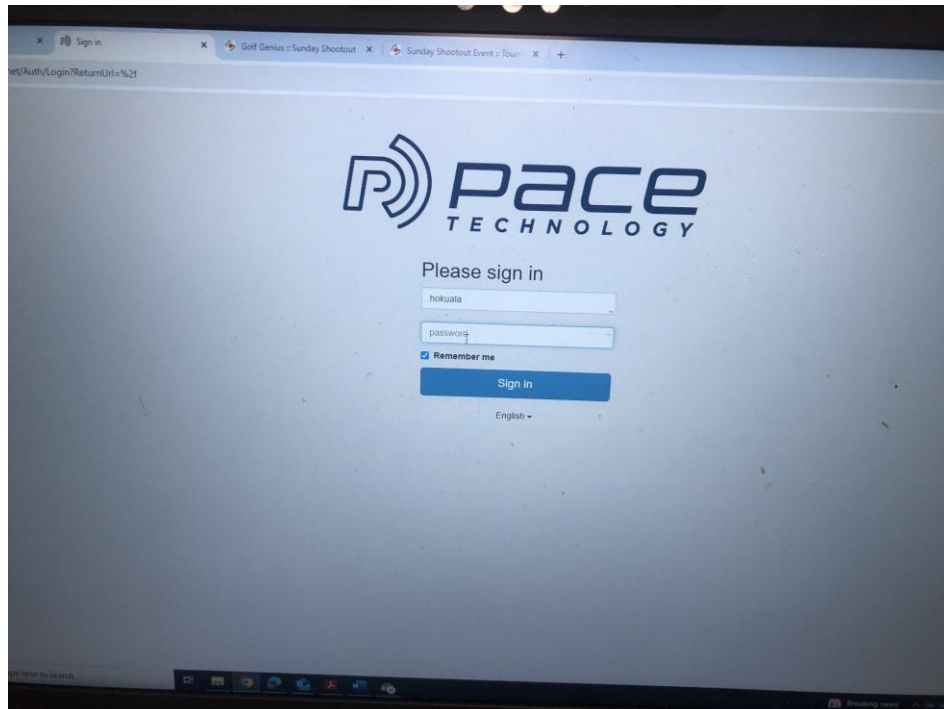
Hawaiian Monk Seals



Green Sea Turtles

Attachment E

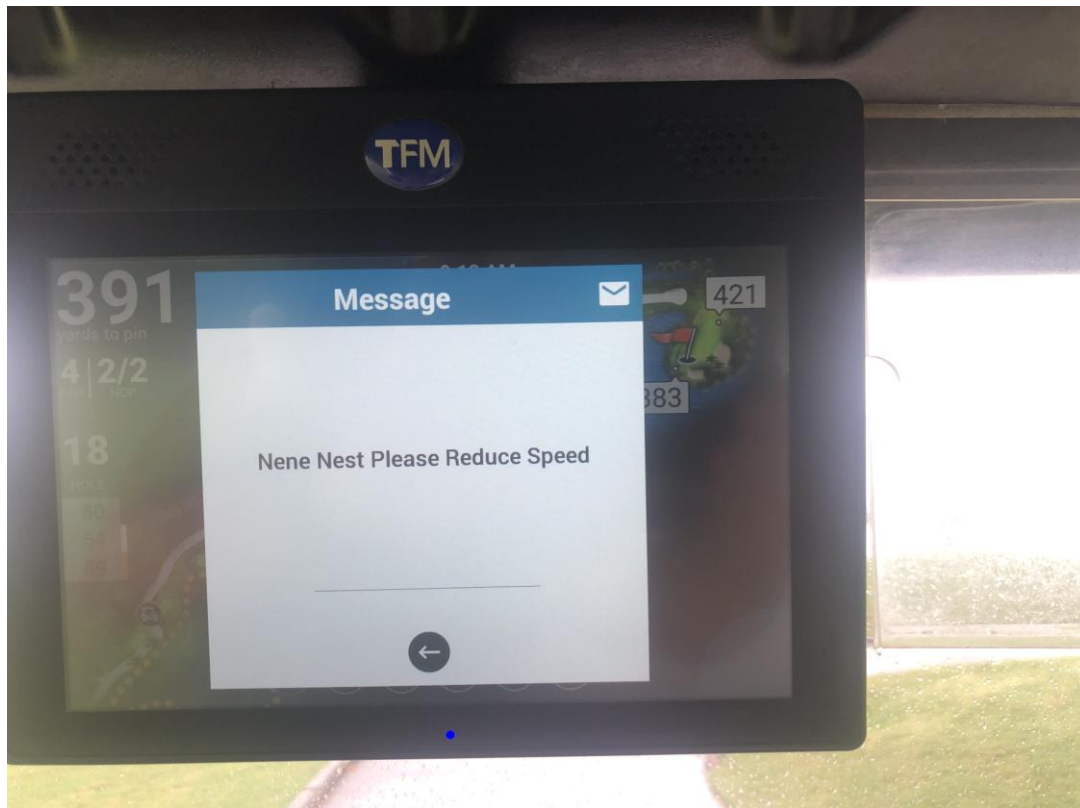
Pace Technology installed
on every golf cart



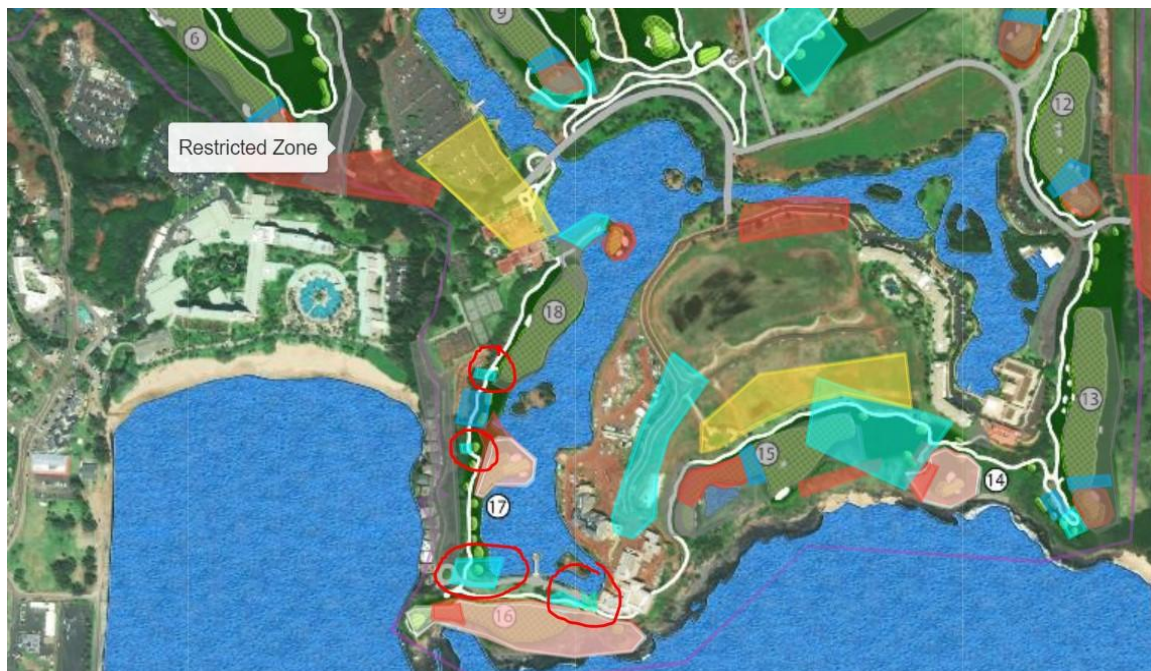
Pace Technology System provided on every golf cart used by players.



One of two messages that appear on each cart screen when entering limited use areas on course.



Second message that appears when entering limited use areas on course. Reduced speed is required when entering limited use areas. Golfers need to tap the screen to turn the notice off.



Carts automatically reduce speed when entering red areas. If cart speed is over 7 mph, the cart will shut down automatically.



Typical signage along cart path in regulated speed zones.



Signage posted where Nēnē nest is present anywhere on property.

Attachment F

FY 2025 Records of HCP Training Sessions and Nature Tours

FY 2025 Nature Tour Totals

Quarter	Month	Tours	Adults	Children	Total Participants
2024 Q3	July	15	68	12	80
	August	6	21	1	22
	September	10	44	0	44
2024 Q4	October	11	45	2	47
	November	13	62	5	67
	December	11	58	4	62
2024 Q3-Q4 Total		66	298	24	322
2025 Q1	January	11	36	3	39
	February	12	54	0	54
	March	12	62	5	67
2025 Q2	April	12	44	4	48
	May	14	51	0	51
	June	12	59	0	59
2025 Q1-Q2 Total		73	306	12	318
2024	Q3-Q4 Total	66	298	24	322
2025	Q1-Q2 Total	73	306	12	318
FY 2025 Total		139	604	36	640

FY 2025 HCP Training Session Totals

2024 Q3-Q4: July 1 - December 31, 2024

Classes	Group	TK	Golf	Construction	New	Refresher
7/2/2024	Nordic			5	4	1
2/8/2024	Timbers	5			5	
7/24/2024	Kaua'i Nursery			4	1	3
7/26/2024	Earthworks			5		5
8/16/2024	EPI			6		6
8/20/2024	Timbers	5			5	
9/16/2024	Nordic			13	13	
9/19/2024	TK Grounds	17				17
10/1/2024	Timbers	8			8	
10/1/2024	Nordic			5	4	1
10/16/2024	Nordic			5	5	

10/23/2024	TK Grounds	3				3
12	Total	38	0	43	45	36

2025 Q1-Q2: January 1 - June 30, 2025

Classes	Group	TK	Golf	Construction	New	Refresher
1/19/2025	Golf		11		8	3
1/20/2025	Timbers	5			5	
1/21/2025	Nordic			12	12	
1/24/2025	Golf Pro Shop		8		3	5
1/27/2025	Golf Pro Shop		7			7
1/28/2025	Timbers	5			5	
1/30/2025	Shioi			14		14
1/31/2025	Shioi			9	2	7
2/3/2025	Timbers	4			4	
2/7/2025	Golf Maintenance		16			16
2/20/2025	Shioi			2	1	1
2/24/2025	Golf Pro Shop		2			2
3/4/2025	Timbers	5			5	
3/11/2025	Nordic			8	8	
3/26/2025	Timbers	1			1	
4/1/2025	Nordic			13	13	
4/7/2025	Shioi			2	2	
4/18/2025	Shioi			1		1
5/5/2025	Timbers	2			2	
6/30/2025	Timbers	4			4	
20	Total	26	44	61	75	56

FY 2025

	Classes	TK	Golf	Construction	New	Refresher
2024 Q3-Q4 Total	12	38	0	43	45	36
2025 Q1-Q2 Total	20	26	44	61	75	56
FY 2025 Total	32	64	44	104	120	92
	All Participants	212			212	

Attachment G

Memorandum of
Agreement (MOA)
between Hōkūala and
Save Our Shearwaters
(SOS)



Save Our Shearwaters

Hökūāla Community
Association
3770 Ala'oli Way
Lihue, HI 96766

This SPONSORSHIP AGREEMENT is made and entered into as of May 22, 2015 by and between the Hōkūāla Community Association ("HCA") whose mailing address is 3770 Ala'oli Way, Lihue HI 86766 and Save Our Shearwaters, a nonprofit association, whose mailing address is P.O. Box 1725, Līhu'e, HI 96766 ("SOS").

HCA is requesting to send injured wildlife to SOS for care and rehabilitation, and to utilize SOS's expertise and guidance in other areas of wildlife response.

SOS maintains Federal and State authority to accept injured wildlife discovered by HCA, and is prepared, willing and available to accept such wildlife as provided in Schedules A and B. SOS will provide expertise in wildlife response and rehabilitation, as well as access to SOS's network and facilities when necessary.

By entering into this Sponsorship Agreement, HCA can list SOS as its designated facility for native wildlife rehabilitation. The signed Sponsorship Agreement may also be used to address any state or federal documentation requirements for HCA's mandatory wildlife rehabilitation or conservation action plans.

HCA will care for and conserve Hawai'i's native wildlife by partnering with SOS to provide the best achievable wildlife medical and husbandry resource on Kaua'i.

Accordingly, HCA and SOS agree as follows:

1. Engagement, Acceptance and Sponsorship Agreement Term

HCA hereby engages SOS to perform wildlife response and care services described in Schedule A: Sponsorship Benefits, Schedule B: Sponsorship Coverage, Fees and Costs, and Schedule C: Qualifications, attached to this Sponsorship Agreement and incorporated herein by reference. SOS hereby accepts such engagement and agrees to perform these services under the terms and conditions hereinafter set forth. The Sponsorship Agreement term begins when signed by all parties ("Sponsorship Activation") and ends twelve months after Sponsorship Activation. After twelve months, the option for a multi-year agreement will be made available at the agreement's renewal if the partnership continues to be satisfactory for both HCA and SOS.

2. HCA and SOS Representatives.

2.1 HCA hereby designates Eric Cucchi as its representative ("HCA Representative"), authorized to give approvals and instructions on behalf of HCA pursuant to this Sponsorship Agreement. SOS shall be entitled to rely upon the approvals and instructions of HCA Representative, or (his/her) written designee. HCA may change its representative at any time upon written notice to SOS.

HCA Representative

Name: Eric Cucchi
 Title: Project Manager
 Phone: 970-471-9109
 Email: ecucchi@timberresorts.com

2.2 SOS hereby designates Molly Bache as its primary contact ("SOS Representative"). SOS may change its representative at any time upon written notice to HCA.

SOS Representative

Name: Molly Bache
 Title: Program Director
 Phone: (808) 635-5117
 Email: molly@saveourhearwaters.org

3. Sponsorship Benefits

HCA's Sponsorship Benefits are described in Schedule A, attached to this Sponsorship Agreement.

4. HCA Contribution.

4.1 HCA shall make a contribution in the amount of \$30,000 to the Save Our Shearwaters Program to support its work for a twelve-month term.

4.2 In recognition of HCA's contribution, it shall receive the benefits described in Schedule A at no charge. SOS will provide Additional Services for a fee, as set forth in Schedule B. When HCA chooses to utilize Additional Services, SOS will provide an invoice and Additional Services are rendered once invoice is accepted and agreed upon by HCA and SOS. Payment for the invoice will be due within thirty (30) days of the invoice date. HCA will not incur any fees or costs for Additional Services unless HCA has approved those services in advance in writing.

5. Standard of Performance. All work in this Sponsorship Agreement shall be performed in

accordance with the professional standards of work of similar complexity, quality and scope. SOS may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its obligations hereunder, provided such personnel shall be suitably qualified.

6. Termination of Agreement.

6.1 HCA shall have the right to terminate this Sponsorship Agreement at any time, with or without cause. In the event that HCA terminates the Sponsorship Agreement, the Sponsorship Contribution shall be retained by SOS. HCA shall be liable for any unpaid fees and costs for Additional Services incurred up to the date of termination.

6.2 SOS shall have the right to terminate this Sponsorship Agreement if HCA fails to meet its obligations under the Sponsorship Agreement. HCA shall be liable for any unpaid fees and costs for Additional Services incurred up to the date of termination.

6.3 In the event that HCA commits any act exposing SOS to liability for personal injury, property damage, economic losses, consequential damages, government fees or penalties, the Sponsorship Agreement may be terminated IMMEDIATELY by SOS without any written notice. SOS's liability for damages under this section is expressly limited to the extent of its insurance coverage, and the parties agree that SOS shall not be held liable for damages beyond those limits.

6.4 In the event that SOS commits any act exposing HCA to liability for personal injury, property damage, economic losses, consequential damages, government fees or penalties, the Sponsorship Agreement may be terminated IMMEDIATELY by HCA without any written notice.

6.5 In the event of termination, or in the event of the scheduled expiration of the time of performance specified in this Sponsorship Agreement, HCA will return at its own expense, and cease and desist use of any finished or unfinished material prepared by SOS for HCA or SOS labeled or stamped PROPRIETARY or CONFIDENTIAL. The terms do not include records that are maintained by HCA solely for HCA's own use.

6.6 If this Sponsorship Agreement is terminated by SOS, HCA shall not be relieved of liability to SOS for damages sustained because of any breach by HCA of this Sponsorship Agreement. In such event, SOS may retain any amounts that may be due and owing to SOS until such time as the exact amount of damages due to SOS from HCA has been determined by mutual agreement or by arbitration. SOS may also set off any damages so determined against the amounts retained.

7. Relationship of Parties: Sponsor and Non-Profit Association

7.1 In the provision of benefits under this Sponsorship Agreement, SOS's status is characterized as that of an "independent contractor", with the authority and responsibility to control and direct the performance and details of the benefits supplied under this Sponsorship Agreement.

7.2 Each party's employees and agents shall not be considered agents or employees of the other party for any purpose, and shall not be entitled to claim or receive from the other party any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits.

7.3 HCA intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to SOS's employees and agents, and to any individual not a party to this Sponsorship Agreement, for all loss, damage, or injury caused by HCA's negligent acts, or the negligent acts of HCA's employees or agents in the course of their employment.

7.4 SOS intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to HCA and its employees and agents, and to any individual not a party to this Sponsorship Agreement, for all loss, damage, or injury caused by SOS's negligent acts, or the negligent acts of SOS's employees or agents in the course of their employment.

8. Disputes.

8.1 Negotiation. No disputes arising under this Sponsorship Agreement may be sued upon by either party until after the party's written request to informally resolve the dispute is rejected by the other party, or until ninety days after the written request is received by the other party, whichever comes first. SOS agrees to proceed diligently with the provision of benefits during the pendency of any such request, provided that HCA is current on all payments due to SOS and continues to meet its other obligations under this Sponsorship Agreement.

8.2 Mediation, Arbitration, Litigation. In the event any disputes cannot be resolved by negotiation, HCA and SOS agree to refer the dispute to confidential mediation pursuant to the administration by, and in accordance with, the Rules, Procedures, and Protocols for Mediation of Disputes of Dispute Prevention and Resolution then in effect.

9. Indemnification, Defense, Hold Harmless, Assumption of Risk, Release, Insurance

9.1 Each party assumes all of its own risks in connection with benefits provided under this Sponsorship Agreement, and agrees to release, forever discharge, and covenants not to sue the other party, and the other party's employees, agents, contractors, directors, and trustees, and the predecessors, successors, assigns, affiliates, subsidiaries and parents of each with respect to any and all costs, damages, losses, claims, causes of action, and liabilities. This includes any activities in connection with the Sponsorship Benefits including any travel before, during, or after the benefits are received, and any activities that take place away from the site associated with this Sponsorship Agreement.

9.2 HCA shall be responsible for securing any and all insurance coverage for HCA, and HCA's employees and agents that is or may be required by law during the pendency of this Sponsorship Agreement. HCA shall further be responsible for payment of all premiums and costs associated with securing said insurance coverage. HCA shall indemnify and hold SOS, its employees, agents, contractors, directors, and trustees, and the predecessors, successors, assigns,

affiliates, subsidiaries and parents of each, harmless from any loss or liability caused or contributed to by the negligence, gross negligence, willful misconduct, or other tortious acts or omissions of HCA, or anyone acting under its direction or control, or on its behalf.

9.3 SOS shall be responsible for securing any and all insurance coverage for SOS and SOS's employees and agents that is or may be required by law during the pendency of this Sponsorship Agreement. SOS shall further be responsible for payment of all premiums and costs associated with securing said insurance coverage. SOS shall indemnify and hold HCA, its employees, agents, contractors, directors, and trustees, and the predecessors, successors, assigns, affiliates, subsidiaries and parents of each, harmless from any loss or liability caused or contributed to by the negligence, gross negligence, willful misconduct, or other tortious acts or omissions of SOS or anyone acting under its direction or control, or on its behalf.

10. Confidentiality

10.1 HCA and SOS acknowledge that it may be necessary to disclose certain confidential and proprietary information to the other party in order for a party to perform duties under this Sponsorship Agreement. The parties acknowledge that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm the other party. Accordingly, the parties will not disclose or use, either during or after the term of this Sponsorship Agreement, any proprietary or confidential information of the other party that has been so identified without prior written permission.

10.2 Proprietary or confidential information includes but is not limited to:

- the written, printed, graphic, or electronically recorded materials furnished by a party for the other party to use
- information belonging to donors, suppliers, customers, of a party about which the other party gained knowledge as a result of a party's services to the other
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend or any information that SOS makes reasonable efforts to maintain the secrecy of
- business development, marketing plans or strategies, grant applications, customer, donor, sponsor lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, pricing information

10.3 A party will not be restricted in using any material that is publicly available, already in that party's possession prior to commencement of SOS's provision of services to HCA,

known to that party without restriction, or rightfully obtained by that party from sources other than the other party.

10. 4 Upon termination of SOS's services to HCA, and at a party's request, the other party will deliver to the requesting party all materials in that party's possession that have been stamped or labeled proprietary or confidential.

11. Warranties and Representations.

SOS warrants and represents that:

- a. SOS has full power and authority to enter into and perform its obligations under this Agreement.
- b. SOS is fiscally sponsored by the Hawaii Wildlife Center ("HWC"), a 501(c)(3) nonprofit organization. HWC acknowledges this Agreement between SOS and HCA.
- c. The work created or developed by SOS under this Sponsorship Agreement ("Work Product") will be original or all necessary permissions and releases will be obtained and paid for, and
- d. SOS's Work Product will not infringe upon any copyright or other proprietary right of any other person or entity.
- e. SOS maintains Federal and State authority to accept injured wildlife discovered by HCA, and is prepared, willing, and available to accept such wildlife (native birds and bats) as provided in Schedules A and B.

12. Publicity.

Neither party shall refer to the other, or any project, office, agency or officer thereof in any brochures, advertisements, or other publicity without the prior written approval of the other party, such approval not to be unreasonably withheld.

13. Severability

If any provision of this Sponsorship Agreement is deemed to be illegal, invalid or unenforceable for any reason, it shall not affect the legality, validity or enforceability of any other provision hereof.

14. Entire Agreement

This Sponsorship Agreement constitutes the entire and integrated Sponsorship Agreement between the parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, and Sponsorship Agreements, whether written or oral. Neither party may assign this Sponsorship Agreement without the prior written consent of the other party. It is binding upon each party, its successors, assigns, and legal representatives.

15. Modifications of Sponsorship Agreement.

Any modification, alteration, amendment, change or extension to any term, provision, or condition of this Sponsorship Agreement shall be made only by written amendment to this Sponsorship Agreement, signed by HCA, SOS and HWC.

16. Governing Law

This Sponsorship Agreement shall be governed, construed and enforced in accordance with the laws of the State of Hawai'i.

17. Approval

This Sponsorship Agreement or any attachments hereto is of no force and effect until signed by all parties and full payment of the Sponsorship Contribution is received by SOS.

18. Counterparts; Facsimile Transmission

This Sponsorship Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The submission of a party's signature transmitted by facsimile (or similar electronic transmission facility) shall be considered as an "original" signature for purposes of this Sponsorship Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Sponsorship Agreement:

For Hōkūala Community Association

By: 

NAME: Eric Curi

TITLE: Project manager

Date: May 22, 2025

For Save Our Shearwaters

By: 

NAME: Molly Bache

TITLE: Program Director

Date: 5/22/2025

For Hawaii Wildlife Center

By: 

NAME: Linda Elliott

TITLE: President & Center Director

Date: 5/22/2025

Attachments:

Schedule A Sponsorship Benefits and Additional Services
Schedule B Sponsorship Coverage, Fees and Costs
Schedule C Save Our Shearwaters Qualifications

SCHEDULE A

SPONSORSHIP BENEFITS

The option for a multi-year agreement with possible additional cost savings will be made available at the agreement's renewal if the partnership continues to be satisfactory for both HCA and SOS.

SOS will make available to HCA SOS's team of professionals who are knowledgeable and experienced with Hawaiian birds, and who play an important role in the development of statewide standards of response and care for native wildlife. This is in recognition of HCA's sponsorship of SOS, a critical resource for native wildlife, with a strong conservation mission that incorporates wildlife rehabilitation into the larger picture of a fully functioning statewide conservation planning and response system.

Benefits:

SOS will be available to support HCA in the following areas on an as-needed basis.

1. Wildlife Response. SOS shall:
 - a. be a secondary response for capturing live, grounded/non-flighted birds that are capable of being captured without DOFAW equipment when DOFAW is unavailable. This includes weekends and State holidays.
 - b. provide a Sponsor Orientation for 1-3 staff members to achieve a clear and mutual understanding of contract benefits and confirm communication pathways for HCA and SOS.
2. SOS Native Wildlife Rehabilitation for wildlife recovery under regular circumstances. Regular circumstances is defined as six or less admissions in a 24-hour period. SOS shall:
 - a. ensure transportation of native birds or bats recovered and captured at HCA.
 - b. provide assessment, medical and rehabilitative care of native birds or bats recovered at HCA.
 - c. hold and maintain all applicable state and federal permits for wildlife rehabilitation.
 - d. maintain veterinary relationships and resources for ongoing consultations and procedures as needed to ensure best practice.
 - e. consider anything in excess of regular circumstances a mass grounding event, subject to additional fees.
3. Patient Admission Records.
 - a. SOS may admit a Covered Species from the property that was not recovered by HCA. SOS will notify HCA of these admissions, to the best of their ability, within 72 hours of intake.
 - b. SOS will provide necessary data for Habitat Conservation Plan compliance (intake date, species, diagnosis, disposition, disposition date). HCA can email SOS at info@saveoursearwaters.org to request information about an admission.

HCA will allow 24 hours for a response before calling the SOS Hotline with questions regarding an admission.

4. Membership in Save Our Shearwaters' Corporate Partners for Native Wildlife Conservation. Members are key wildlife stakeholders that partner with the Save Our Shearwaters to conserve Hawaii's native species. Members have made the commitment to ensure a wildlife care resource is ready and available. Members are able to:
 - a. name Save Our Shearwaters in relevant wildlife conservation plans as the designated wildlife care facility.
 - b. State affiliation for media and public relations.

Special Conditions

- Sponsorship Benefits do not include inter-island travel expenses for staff. If travel is needed, dates will be set far enough in advance to permit 21-day advance ticket purchases. Travel expenses will be paid in advance by HCA.
- Sponsorship Benefits do not include printing or delivery costs for hard copy prints of materials requested by HCA. Printing and delivery costs will be paid in advance by HCA. Electronic copies will be provided.

ADDITIONAL SERVICES:

HCA has the option of utilizing Additional Services, for additional fees and costs. HCA will not incur any expenses for Additional Services unless HCA has approved the Additional Services in writing and has paid the associated fees and costs in advance.

Additional Services may include, but are not limited to:

- Downed Bird Response Training for staff and associated materials
- Materials for wildlife response (transport boxes, towels, gloves)
- Wildlife transport, treatment and rehabilitation costs for mass grounding events of native birds or bats. For this agreement a mass grounding event is defined as more than six admissions in a 24-hour period. The base contribution amount of this agreement reflects what is needed to support SOS's continued admission and care of birds recovered at the Covered Property. Mass grounding events were not identified in past admission data, which is why this is listed as an additional service and the contribution amount does not reflect a level of support that anticipates a mass grounding event. Schedule B details cost for such events.

SCHEDULE B

SPONSORSHIP COVERAGE, FEES AND COSTS

Bronze Level Sponsorship

Location:	One Geographic Location
Term:	One (1) Year
Sponsorship Contribution:	\$30,000; Credit for assessment, medical and rehabilitative care of native birds or bats (<7 admissions in a 24-hour period). Membership in SOS's Corporate Partners for Native Wildlife Conservation included for the year.

Silver and Gold level sponsorship will be made available at the agreement's renewal if the partnership continues to be satisfactory for both HCA and SOS.

Fees and Costs for Additional Services

Additional Services will be made available on an as-requested basis. Sponsor agrees to pay for such Additional Services, in accordance with SOS's fee and cost schedule. Payment is due upon request of services. Sponsor will not incur any fees or costs for Additional Services unless Sponsor has approved those fees and costs for Additional Services in advance in writing.

Each native bird or bat admission over six in a 24-hour period ("mass grounding event" described under Additional Services, page 11) incurs a cost of \$1,500 per animal. E.g., if SOS is asked to respond to eight individuals recovered at the Covered Property in a 24-hour period, SOS would submit an invoice for \$3,000 to support the mobilization and resources required for this elevated type of response. Section 4.2 describes the process for invoice submittal and payment.

FEE SCHEDULE

- | | |
|-----------------------------------|-----------|
| • Principal: Program Director | \$150/hr. |
| • Program Manager | \$125/hr. |
| • Wildlife Rehabilitation Manager | \$100/hr. |

COST SCHEDULE

- Costs (travel, accommodations, printing, delivery, materials, etc.) invoiced in advance

SCHEDULE C

SAVE OUR SHEARWATERS QUALIFICATIONS

The SOS Program is fully permitted for native bird rehabilitation by state and federal government. SOS maintains a native wildlife recovery facility that includes animal intake, isolation and holding areas, wash and drying areas for cleaning contaminated wildlife, laboratory, laundry, storage, food prep area, offices, and bathrooms.

Save Our Shearwaters is a registered unincorporated nonprofit association with the State of Hawai'i. SOS operates under 501(c)(3) classification, obtained through a fiscal sponsor. SOS has an active fiscal sponsorship agreement with The Hawai'i Wildlife Center (HWC). HWC is a 501(c)(3) nonprofit organization dedicated to protecting, conserving, and aiding in the recovery of Hawai'i's native wildlife through hands-on treatment, research, training, science education and cultural programs. In addition, the HWC facility is the only facility in the state meeting federal, state, and local minimum standards for accommodating a large-scale rescue and rehabilitation effort targeting sick, injured or oiled wildlife. SOS also maintains an active Support Agreement with HWC, which extends the accessibility of HWC's veterinary and large-scale response resources to SOS should the need arise.

The HWC's President and Center Director, Linda Elliott has been providing wildlife response consultation, training and programs since 1994 to State and Federal wildlife agencies, primarily the US Fish and Wildlife Service and the Hawaii Division of Forestry and Wildlife, and to other wildlife programs both in the Pacific Islands Region and nationally. She has been an active member of the SOS Advisory Group since its initiation.

CERTIFICATIONS AND MEMBERSHIPS

SOS Federal Wildlife Rehabilitation Permit #: MBPER0035210

SOS State Wildlife Rehabilitation Permit #: WRPM-26

SOS is a member of the NWRA (National Wildlife Rehabilitators Association), IWRC (International Wildlife Rehabilitation Council), and the Association of Avian Veterinarians Journal of Avian Medicine and Surgery.

Attachment H

Revised HCP Emergency Response Protocol (HCP Appendix I)

Hōkūala

Threatened and Endangered Species

Emergency Response Protocol

The following protocols will be implemented by Hōkūala if an injured or dead threatened or endangered bird (“covered species”) is found on the property. Covered species include, but are not limited to, Nēnē (Hawaiian Goose), Ae‘o (Hawaiian stilt), ‘Alae ke‘oke‘o (Hawaiian Coot), ‘Alae ‘ula, (Hawaiian Gallinule), Koloa Maoli (Hawaiian Duck), ‘A‘o (Newell’s Shearwater), ‘Ua‘u (Hawaiian Petrel), and ‘Akē‘akē Band-rumped Storm-Petrel. This protocol also applies to disturbed nests, birds, and eggs and nests in imminent danger.

I. Emergency Contacts

Upon discovery of an injured bird¹, a bird, egg, or nest in imminent danger, or a carcass, all activity and work in the area should be stopped immediately. Hōkūala staff should immediately contact the Hōkūala Loss Prevention Patrol Officer (office: 808-977-0039; cell: 808-855-8008) or Moki Okami, Loss Prevention Manager (cell: 808-645-0144), and then Hōkūala Habitat Conservation Program (HCP) biologists Alan Silva (cell: 808-651-8100) or Diana Butler (cell: 802-258-1442). If neither the Loss Prevention Office (LPO) nor HCP biologists can be reached, immediately contact David Nagao, Association Director (cell: 808-652-9857) then consulting biologist Susan Burr (office: 808-234-7770; cell: 808-722-4145). Either a call or text is acceptable, but ensure the message is received. The HCP or consulting biologists will immediately contact the appropriate Kaua‘i Division of Forestry & Wildlife (DOFAW) Wildlife Management staff, as listed below. If the appropriate DOFAW Wildlife Management staff is not available, the biologist will leave a voicemail or text message and then call the DOFAW Kaua‘i Wildlife Manager.

1. Clay Chow, DOFAW Kaua‘i Wildlife Manager (cell: 808-346-2023)
2. Anna Custodio, DOFAW Nēnē Biologist (cell: 808-634-0963)
3. Fia Moe DOFAW Seabird Biologist (cell: 808-652-8891)
4. Jason Vercelli, DOFAW Waterbird Biologist (office: 808-212-4505)

If the Kaua‘i DOFAW staff cannot be reached in an emergency, SOS should be contacted:

Save Our Shearwaters, 7370 Kuamo‘o Road, Kapa‘a, Kaua‘i 96746 (808-635-5117)

The Kaua‘i DOFAW Wildlife Management staff, or if they cannot be reached, SOS, have authority to make decisions concerning the disposition and care of injured birds. DOFAW has the authority to make decisions concerning the disposition and care of birds, eggs, or nests in imminent danger. In case of emergency, their direction should be followed immediately, without further consultation. (See Item III below for details).

¹ In general, “bird” in this document refers to covered species.

Within 24 hours, the HCP or consulting biologists will notify the DOFAW HCP Coordinator, Kelli Yamaguchi (kelli.yamaguchi.researcher@hawaii.gov), and the USFWS HCP Coordinator, Leila Nagatani (leila_nagatani@fws.gov), to inform them of the situation and what action has been taken. Such notification to the USFWS is required by federal regulation. Emergency response should proceed as directed by the Kaua'i DOFAW Wildlife Management staff and should not wait for notification of these additional contacts.

II. Procedures for Handling Injured Birds and Bird Carcasses

Federal and state permits, or other appropriate federal and state authorizations, are required for any person handling live or dead threatened or endangered species. Injured or ill protected species may only be captured and handled by personnel who have been trained in the capture and collection and after approval is received from USFWS and DOFAW personnel.

A. Equipment

Hökūāla will keep the following equipment on hand for use in responding to injured or dead birds:

- Pet carriers – 2 large
- Towels to place on floors of pet carriers
- Gloves
- Hand sanitizer
- Stake flags
- Digital camera (or phone camera)
- GPS
- Plastic bags

B. Procedures for Injured or Ill Birds

If an injured or ill bird cannot fly, do not immediately remove it from the field. Notify Kaua'i DOFAW Wildlife Management staff or SOS as soon as possible, as described in Section I, and follow the instructions given. Mark the area and monitor the bird if possible until DOFAW staff arrive. Photograph the bird and record the following information:

- Date
- Location
- Band numbers (if banded)
- Condition of the bird (e.g., type of injury). Be specific in describing the injury type and location of the bird. Also indicate if a predator is evident in the vicinity. Take all reasonable measures to eliminate the predator.
- Additional comments
- Name, address, and telephone number of observer

Injured birds may be captured only by personnel trained and authorized for the capture and collection of live birds. HCP biologists, Alan Silva and Diana Butler, are authorized to capture and transport birds to SOS. The following procedures must be employed:

1. Gently pick up and place bird into carrier equipped with turf/carpet. Place only one bird in a carrier.
2. Record the exact location of the bird with a GPS.
3. Transport the bird pursuant to instructions received from DOFAW or SOS, as described above.

Within 24 hours, the HCP or consulting biologists will notify the DOFAW HCP Coordinator, Kelli Yamaguchi (kelli.yamaguchi.researcher@hawaii.gov), and the USFWS HCP Coordinator, Leila Nagatani (leila_nagatani@fws.gov), to inform them of the situation and what action has been taken. Such notification to the USFWS is required by federal regulation. Emergency response should proceed as directed by the Kaua‘i DOFAW Wildlife Management staff and should not wait for notification of these additional contacts.

C. Procedures for Dead Birds and Disturbed Nests

Dead birds and disturbed nests must be left in place. Notify Kaua‘i DOFAW Wildlife Management staff (as described in Section 1) as soon as possible. Mark the area and monitor the bird or nest until DOFAW personnel arrive. If DOFAW is unable to respond, Hōkūala biologists may receive verbal permission from DOFAW or SOS to place the specimen in a sealed plastic bag and transport the carcass to a refrigerator for later retrieval after they record the following information:

- Date
- Location (collection site)
- Band numbers (if banded)
- Condition of the bird (e.g., type of injury)
- Whether the bird was found dead or died subsequent to discovery
- Additional comments
- Name, address, and telephone number of observer
- Photograph showing, at a minimum, the condition and location of the bird, nest, or eggs

Hōkūala staff will cooperate with and follow the direction of Kaua‘i DOFAW and USFWS staff in their investigations of any dead birds or disturbed nests.

Within 24 hours, the HCP or consulting biologists will notify the DOFAW HCP Coordinator, Kelli Yamaguchi (kelli.yamaguchi.researcher@hawaii.gov), and the USFWS HCP Coordinator, Leila Nagatani (leila_nagatani@fws.gov), to inform them of the situation and what action has been taken. Such notification to the USFWS is required by federal regulation. Emergency response should proceed as directed by the Kaua‘i DOFAW Wildlife Management staff and should not wait for notification of these additional contacts.

III. Procedures for Birds, Nests, or Eggs in Imminent Danger

If the biological monitors observe or are informed of any birds, nests, or eggs of threatened or endangered species in imminent danger unrelated to operational or construction-related

activities, they will immediately contact Kauaʻi DOFAW Wildlife Management staff. DOFAW has the authority to make decisions concerning the disposition and care of birds, eggs, or nests in imminent danger. In case of emergency, their direction should be followed immediately, without need for additional consultation.

In these situations, if eggs or nests are to be manipulated, confirm synchrony between foster female and egg(s) to be moved prior to cross-fostering attempts. Cross-fostered egg(s) should be marked for future identification to determine hatch rate success.

Hōkūāla will document details of the incident and subsequent management action in the annual report.

IV. Modifications

This protocol may be modified if new biological information becomes available or by agreement among the DOFAW and USFWS.