

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE)	EL-19-027
APPLICATION OF CROWNED)	
RIDGE WIND II, LLC FOR A)	
PERMIT OF A WIND ENERGY)	AFFIDAVIT OF
FACILITY IN DEUEL, GRANT)	DARYL HART
AND CODINGTON COUNTIES)	

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF MINNEHAHA)

I, Daryl Hart, being duly sworn on oath, depose and state that the statements in my Affidavit are true to the best of my knowledge, information and belief.

1. My title is Director, Renewable Business Development at NextEra Energy Resources, LLC (“NEER”). I am responsible for managing and overseeing the development of renewable projects, including wind projects, in the Midwest. I have also worked on wind projects in California. My responsibilities include all aspects of development, including securing participating landowners, permitting, regulatory, and compliance. The department I work in at NEER is responsible for development of renewable projects, including wind, throughout the United States and Canada. As a team, we are currently developing dozens of wind projects in the United States. These project companies are indirect wholly owned subsidiaries of NEER, which are also affiliates of CRW II. These project companies are working to secure willing landowners using the same form of Easement Agreement used by CRW II and is attached to the Brief as Attachment B and C.

2. The wind energy development business throughout the United States is highly competitive and companies are often competing for the same landowners. The development of a project prior to permitting and construction is in the millions of dollars, if not more. For example, it is common for developers from different companies to speak to the same landowner in an attempt to secure their participation on their respective projects. Discussions with landowners for just one project can take hundreds of land agent hours. In the end, the securing of landowners directly impacts the time and cost associated with identifying a project boundary and a wind turbine array. The lack of securing sufficient willing landowners to participate in a project can directly impact the ability to continue the development of a wind energy generation project.

3. The terms and conditions that are offered in the form of Easement Agreement and used by CRW II and affiliated companies contain trade secrets, confidential and proprietary commercial information that was developed over the last 20 years at considerable expense, time, and commitment of resources.
4. The unexecuted form of Easement Agreement is provided by our land agents with instructions to the prospective participating landowner to maintain its confidentiality.
5. Publically disclosing the form of Easement Agreement would materially damage the competitive position of CRW II and its affiliated companies. Competitors would use the information in the Easement Agreement to offer landowners equal to or more attractive terms, which, in turn, would result in a competitive advantage to our competitors developing wind energy generation projects throughout the United States. This competitive advantage would be provided to our competitors at no cost, which, in turn, provides them a material economic value, while materially diluting the economic value of the Easement Agreement for CRW II and its affiliated companies.

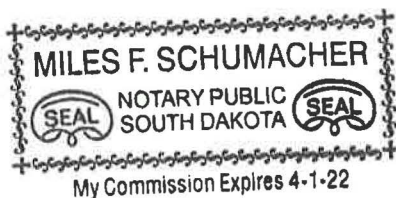
Dated this 26th day of August, 2019.

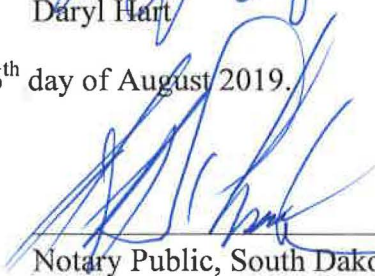


Daryl Hart

Subscribed and sworn to before me this 26th day of August 2019.

SEAL





Notary Public, South Dakota

My Commission Expires _____