

**From:** [Murphy, Brian J.](#)  
**To:** [Edwards, Kristen](#); "[mschumacher@lynnjackson.com](#)" ([mschumacher@lynnjackson.com](#))  
**Cc:** [Reiss, Amanda](#)  
**Subject:** RE: [EXT] Crowned Ridge escrow  
**Date:** Tuesday, December 17, 2019 9:06:29 AM

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Kristin,

See our responses below. Please let me know if you have any additional questions. We plan to file the amendment once it is executed.

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**From:** Edwards, Kristen <Kristen.Edwards@state.sd.us>  
**Sent:** Friday, December 13, 2019 3:30 PM  
**To:** Murphy, Brian J. <Brian.J.Murphy@nexteraenergy.com>; '[mschumacher@lynnjackson.com](#)' ([mschumacher@lynnjackson.com](#)) <[mschumacher@lynnjackson.com](#)>  
**Cc:** Reiss, Amanda <Amanda.Reiss@state.sd.us>  
**Subject:** Crowned Ridge escrow

#### CAUTION - EXTERNAL EMAIL

Because the account needs to be in place at the time of commencement of operations, I am assuming you need this on the Dec 20. So, I am trying to get you my comments quickly, but because I am essentially sending them as I find them, this is not an exhaustive list and does not include the comments of the rest of the team here. So with that in mind:

1. Thoughts on the money market account approach
  - a. This is FDIC insured like a savings account, which is good. But, MMAs often come with a debit card or some check-writing privileges. Please confirm that no person can write checks or use a debit card on this account. **This account is strictly to support the decommissioning escrow requirement from the SD PUC for Crowned Ridge Wind, LLC. No debit cards or checks will be issued**

2. FDIC limit
  - a. Please confirm that Crowned Ridge does not have other accounts with this bank, as all accounts count toward the same \$250k insurance limit. **Confirmed.**
    - i. Because this is owned by the bank, there's a question of whether CR's other accounts would be included or this would be considered separate.
3. Will the interest on the account be compounded yearly, monthly, or daily? **Interest on the account will be compounded daily and then credited monthly.**
4. Annual statements to the commission
  - a. Required by Permit condition, but not mentioned in agreement. Agreement says bank provides monthly statements. I just wanted to remind that someone will still need to get the PUC an annual one. **The SD PUC will be provided with an annual statement.**
  - b.
5. Items that need to be included in the agreement: **We are working on incorporating these items into the escrow agreement/amendment.**
  - a. Taxes are paid not from the account or revenue (interest) but by Crowned Ridge.
  - b. See condition h)(v): Who is the recipient of the remainder, if any?
  - c. Paragraph 8b of agreement, add language acknowledging that any amendment must be approved by the Commission.
  - d. Paragraph 8d, also requires commission approval.
  - e. Paragraph 8e, PUC Executive Director should be listed in the list of persons who get notice.
  - f. Please attach the Commission's Order as an Exhibit to Agreement and included statement that it is incorporated...
  - g. What is the term of the agreement?
    - i. The agreement lacks a Term and Termination clause.
  - h. Is there a landowner claim certificate you can attach?