

EXHIBIT A

SPPC dba NV Energy Aerial Distribution Line RIGHT-OF-WAY (ROW) N-92878

August 19, 2014

STANDARD STIPULATIONS (Continued from Form 2800-14)

1. In case of change of address, the Holder shall immediately notify the BLM Authorized Officer.
2. The Holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
3. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Holder, or any person working on his behalf, on public or Federal land, shall be immediately reported to the Authorized Officer. The Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder.
4. The Holder is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites or for collection of artifacts.
5. Pursuant to 43 CFR 10.4(g), the Holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), the Holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the Authorized Officer.
6. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and

assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

7. The Holder shall be responsible for controlling all noxious weeds and other undesirable invading plant species in the reclaimed area until the revegetation activities have been determined to be successful and signed off by the BLM Authorized Officer. All seed shall be tested for purity, noxious, poisonous, and/or prohibited plant species, and the test results submitted to and approved by the Authorized Officer, unless certified weed free seed is procured to complete reclamation. The Holder shall obtain approval from the Authorized Officer for any and all applications of pesticide, including types and quantities.
8. In accordance with federal regulations in 43 CFR 2803.6-3, any proposed transfer of any right or interest in the right-of-way grant shall be filed with the BLM Authorized Officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the Authorized Officer. In accordance with 43 CFR 2803.6-4, all filings for assignments shall be accompanied by a nonrefundable payment of \$50.00 from the Assignor.
9. The Holder shall notify the Authorized Officer if there is a significant variance from the approved action with respect to hazardous materials.
10. Prior to abandonment of any portion of the right-of-way authorized by this grant, the Holder shall contact the Authorized Officer to arrange a joint inspection of the right-of-way. The inspection will be held to agree on an acceptable rehabilitation plan. The Authorized Officer must approve the plan in writing prior to the Holder commencing any abandonment and/or rehabilitation activities.
11. If the Holder violates any of the terms and conditions of this grant, the Authorized Officer, after giving written notice, may declare the grant terminated.
12. The Holder shall comply with all applicable Federal, State, county, and municipal laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported, or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance, or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant, or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any

"hazardous waste" as defined in the Resource Conservation and Recovery Act (RCRA) of 1976, as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas. The Holder is prohibited from discharging oil or other pollutants on federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other Federal and State officials as are required by law to the given such notice.

13. The Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the CERCLA of 1980, 42 U.S.C. 9601, et seq. or the RCRA of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way Holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.
14. The Holder shall maintain the right-of-way in a safe, usable condition, as directed by the Authorized Officer.
15. No future modifications, construction of improvements, expansion of the original structures, construction of additional buildings, or major maintenance operations involving disturbance of the land shall occur until plans for such actions have been submitted and approved in writing by the Authorized Officer. Any proposals involving surface disturbance shall require a cultural inventory and may require completion of an environmental assessment. Failure of the Holder to comply with this requirement may result in a suspension of operations authorized by this right-of-way grant.
16. The Holder must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this right-of-way authorization.
17. The Authorized Officer reserves the right to enter upon the right-of-way and inspect all facilities to assure compliance with the conditions of this grant.
18. Maintenance, other motorized equipment, and all truck vehicles (including pickup trucks) using the ROW shall have a fire extinguisher, shovel, and axe or Pulaski at all times when on federal land. All operating equipment shall be equipped with appropriate exhaust spark arresters. Fire extinguishers shall be available on staging and other related construction sites.
19. The right-of-way shall be relinquished to the United States if it is no longer needed for the use it was authorized to serve.

20. The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

SPECIAL STIPULATIONS

21. Power and/or communication lines shall be constructed in accordance to standards outlined in “Suggested Practices for Avian Protection on Power Lines, The State of the Art in 2006,” (Avian Power Line Interaction Committee (APLIC), 2006, Edison Electric Institute and the raptor Research Foundation, Inc., Washington, DC) and Avian Protection Plan (APP) Guidelines (USFWS, 2005).
22. In order to avoid potential impacts to breeding migratory birds, a careful visual inspection of habitat in the project area should be made prior to any surface disturbance proposed (including cross-county routes) during the avian breeding season (March 1st through August 31st). Nesting activities may include eggs or young present in nest, adult behavioral displays (e.g. dive-bombing, faking injury, won't leave the area, agitated calling, etc.). If active nests are located, the BLM biologist must be notified immediately and appropriate protection measures which may include avoidance or restriction of activities will be established. If no active nests are present in the area surveyed, implementation of the project should commence within 10 days of survey completion.