

WATER DISPOSAL WELL EASEMENT AND AGREEMENT

This Water Disposal Well Easement and Agreement ("**Agreement**") is dated as of this 15th day of July, 2014 (the "**Effective Date**") and is between NGL Water Solutions DJ, LLC, a Colorado limited liability company (the "**Grantee**"), with an address at 3773 Cherry Creek Drive North, Suite 1000, Denver, Colorado 80209 and Dave and Marcy Gruber with a mailing address of 6002 CR24 Walden, CO 80430, with real property located in the NENE, Sec.17-T4N-R64W, and a physical address of 21791 CR 53 Kersey CO, 80644 owners of the real property to be specifically identified by survey (the "**Grantor**").

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby grants and conveys to Grantee a subsurface easement ("**Easement**") for the purposes of disposing of wastewater and locating, constructing, operating, maintaining, replacing, reclaiming, removing and abandoning an underground wellbore and bottom hole for wastewater disposal well(s) under the real property located in WELD COUNTY, COLORADO described on Exhibit A. acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** The Term of the Easement is for as long as Grantee is using said Easement for the purpose set forth herein. The easement granted hereby shall run with the land and be perpetual, subject to the immediately preceding sentence.
2. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor and its successors and assigns against any and all liability, loss; damages, claims, demand actions, causes of actions, including court costs and attorney's fees which may result from property damage, including violations of applicable environmental laws, or personal injury to, or death to persons whomsoever, to the extent such arises from Grantee's occupancy of the Easement or Grantee's operations on the Easement, except to the extent that such liability, loss, damage, claims, demand actions, causes of action, including court costs and attorney's fees, arise out of any act or omission of Grantor or its successors or assigns.
3. **Miscellaneous.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. The rights of the parties may be assigned in whole or in part. This Agreement represents the final agreement between the parties with respect to the subject matter thereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. Neither party shall be liable to the other for special, consequential, incidental, punitive or exemplary damages.

Reimbursement Agreement. Grantee and Grantor agree to reimbursement terms stated herein. No reimbursement is implied other than that contained in this Agreement nor shall anything be promised or delivered beyond that stated in this agreement; provided however, that Grantee shall insure that the surface of Grantor's property is maintained in its current state during the drilling the disposal well.


This Agreement and the payment of the Consideration shall not become effective until all applicable permits to drill the disposal well have been obtained. Once the permits are obtained, Grantee shall have 120 days within which to commence drilling of the disposal well or this Agreement, at Grantor's option, shall terminate. If Grantor chooses to terminate the Agreement, no Consideration shall be paid.

Consideration. As onetime payment/consideration for the granting of the Easement, Grantee agrees to provide Grantor \$\$\$\$\$ (the "Consideration"). Payment shall be made directly from Grantee to the Grantor.


The parties hereto have executed this Agreement to be effective as of the Effective Date.

ASSIGNOR:

David Gruber

By: 


Marcy Gruber

By: 

ASSIGNEE:

NGL Water Solutions DJ, LLC

By: Douglas White

Name: 

Title: SVP Water Solutions

Fax for Notice: (303) 815-1011

STATE OF COLORADO)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 31st day of July, 2014, by Daniel Decker and Marcy Decker

WITNESS MY HAND AND OFFICIAL SEAL.
My Commission expires: 12-7-2016

Julie L. Hammond
Notary Public

JULIE L. HAMMOND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964019742
My Commission Expires December 7, 2016

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of AUGUST, 2014, by DOUGLAS WHITE as S.R. VICE PRESIDENT of High Sierra Water Services, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.
My Commission expires: 2/22/2017

Barbara R. Whitney
Notary Public

BARBARA R. WHITNEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20054007142
MY COMMISSION EXPIRES FEBRUARY 22, 2017

EXHIBIT A

Lot A of Amended Recorded Exemption No. 1053-17-1-RE 765, recorded January 14, 1994 in Book 1422 at Reception No. 2369192, being a part of the Northeast Quarter of Section 17, Township 4 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado; also known by street and number as 21791 Weld County Road 53, Kersey, CO 80644 to be specifically identified by survey.