

## SURFACE USE AGREEMENT

This Surface Use Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of August, 2015 ("Effective Date") between NGL Water Solutions DJ, LLC, ("User") and D&C Farms, LLLP, D. Gary Howard, John E. Howard and Diana Howard (collectively "Grantors"). User and Grantors may individually be referred to as a "Party" and collectively as "Parties."

### RECITALS

- A. Grantors own a parcel of land of approximately 20 acres, which is described on Exhibit A attached hereto, the "Property".
- B. User intends to permit two salt water injection wells to be located on the Property for the purpose of treating and disposing via sub-surface injection salt water and qualified oilfield waste liquids produced in conjunction with oil and gas production (the "SWD Wells").
- D. Up to and including the date of closing and possession of the Property by User, Grantors wish to allow User to access the Property for all purposes related to the planning and development of the SWD Wells and site construction requirements, in an effort to assist User in fulfilling its Purpose (defined in Sec. 1.1 below), and User wishes to perform such actions.

### TERMS AND CONDITIONS

NOW, THEREFORE, IN CONSIDERATION of REDACTED and for the mutual promises, conditions and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Grant and Scope of Access Rights.

1.1 Subject to the terms and conditions of this Agreement, Grantors hereby grant and conveys to User and its employees, agents, contractors, and subcontractors the right to access, for the term set out below, in, on and over the Property to access, survey, and store equipment in accordance with the terms of this Agreement for the purpose of planning and designing two SWD Wells (the "Purpose").

1.2 Rights-of-Way. Grantors grant and convey to User and its employees, agents, contractors and subcontractors, for the term set out below, the rights-of-way necessary for the access, survey, staking and construction planning and design by User pursuant to this Agreement. Grantors acknowledge and agree that User may use any and all such rights-of-way on the Property for the purpose of planning site construction.

1.3 Grantors' Uses. Notwithstanding the foregoing, User agrees, to the extent practicable, not to affect the Property in a manner that is materially adverse to Grantors' agricultural, ranching, mining, oil and gas extraction, generation of electricity, installation of utilities, recreational improvements, or any other legal use of the Property.

Grantors:

D&C Farms, LLLP  
Attn: D. Gary Howard  
8739 W.C.R. 4  
Brighton, CO 80603  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

User:

NGL Water Solutions DJ, LLC  
Attn: Doug White  
3773 Cherry Creek North Drive, Suite 1000  
Denver, CO 80209  
Telephone: (303) 815-1010  
Email: [Doug.White@nglep.com](mailto:Doug.White@nglep.com)

Or

D&C Farms, LLLP  
Attn: John E. Howard  
8679 W.C.R. 4  
Brighton, CO 80603  
Telephone: (303) 659-0798

8.2 Amendments. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.

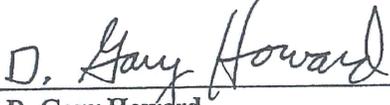
8.3 Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument. Any electronic signatures transmitted by facsimile or in portable document format (.pdf) shall be deemed an original.

*[Signatures on following page]*

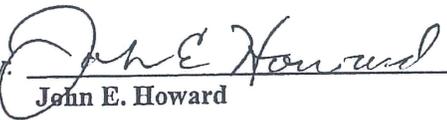
This Agreement is hereby executed by a duly authorized representative of each Party as of the Effective Date.

Grantors:

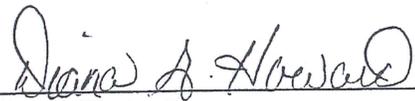
**D&C FARMS, LLLP**  
by **D. GARY HOWARD, Representative**

By:   
**D. Gary Howard**  
Individually and Representative for  
D&C Farms, LLLP

Date: Aug 7, 2015

By:   
**John E. Howard**

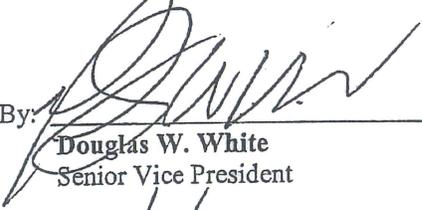
Date: 8-7-15

By:   
**Diana Howard**

Date: 8-8-15

User:

**NGL WATER SOLUTIONS DJ, LLC**

By:   
**Douglas W. White**  
Senior Vice President

Date: 8/4/2015

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2015, by D. Gary Howard, individually and as Representative for D&C Farms, LLLP.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2015, by John E. Howard, individually.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2015, by Diana Howard, individually

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August  
2015, by Douglas W. White as Senior Vice President of NGL Water Solutions \_\_, LLC.

WITNESS my hand and official seal.

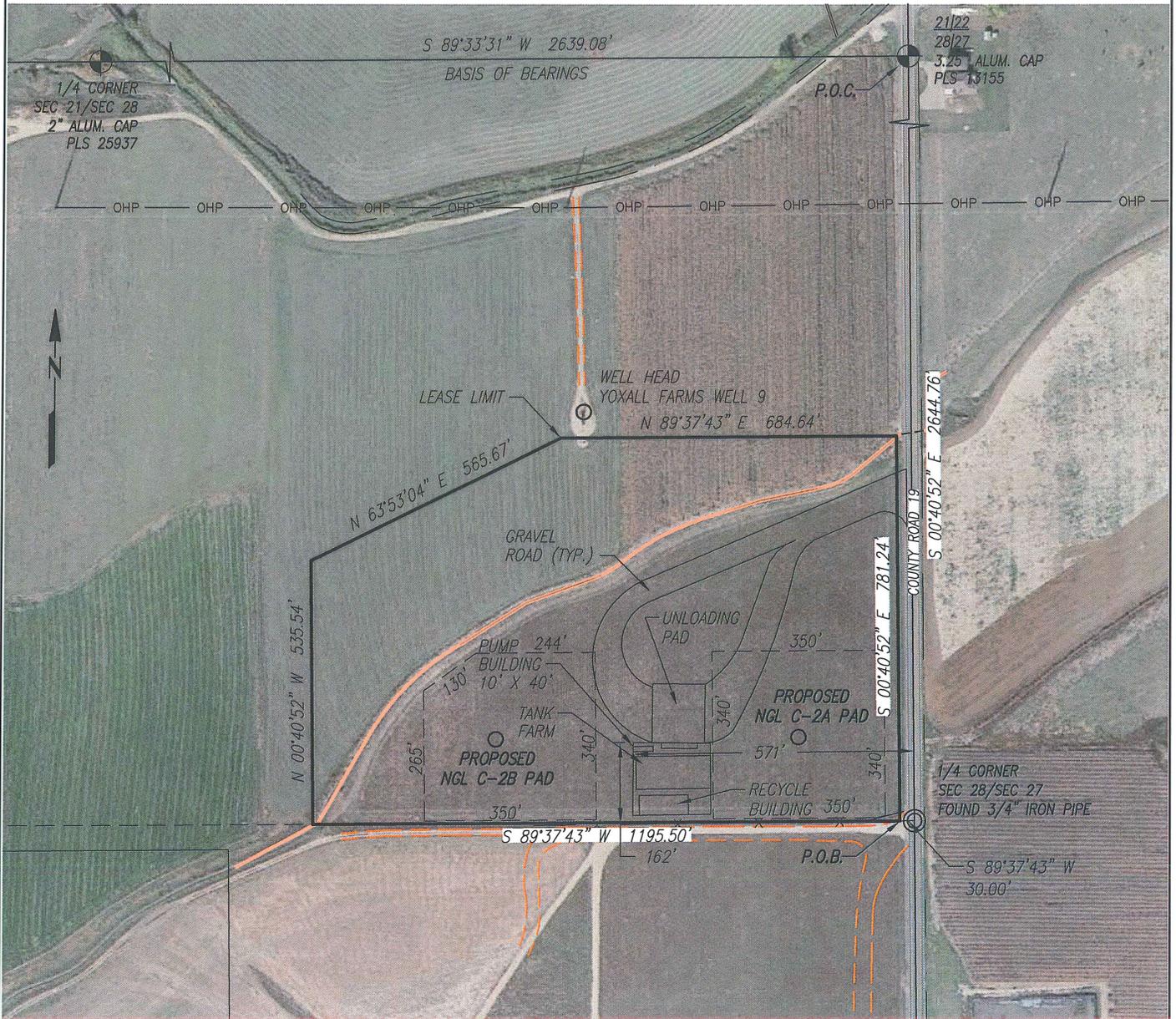


Danielle N. Garduno  
Notary Public

Commission Expires: 11/15/2017

# LEASE EXHIBIT A

SECTION 28, TOWNSHIP 1 NORTH, RANGE 67 WEST, 6TH P.M. WELD COUNTY, COLORADO



PREPARED FOR:  
**NGL WATER SOLUTIONS DJ, LLC**

NOTE:  
 1. FACILITY LAYOUT PROVIDED BY OTHERS.

|                           |                     |   |  |
|---------------------------|---------------------|---|--|
| <b>Acklam, Inc.</b>       |                     | <b>LEASE EXHIBIT A</b>                                      |  |
| DATE SURVEYED: 04/22/2015 |                     | <b>NGL FACILITY C-2A &amp; C-2B</b><br>2510' FNL & 414' FEL |  |
| DATE DRAFTED: 07/27/2015  |                     |   |  |
| DRAFTED BY: SMF           | CHECKED BY: MAH     |   |  |
| JOB No. 155081            | REVISED: 08/12/2015 |   |  |

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

**SECTION 28,  
TOWNSHIP 1 NORTH, RANGE 67 WEST, 6TH P.M.  
WELD COUNTY, COLORADO**

**DESCRIPTION:**

The portion of the Northeast one-quarter of Section 28, Township 1 North, Range 67 West of the Sixth Principal Meridian,  
County of Weld, State of Colorado; Said parcel of land being more particularly described as follows:

The BASIS OF BEARINGS being the North line of said Northeast one-quarter of Section 28, said line being monumented on the East by the Northeast Section Corner of said Section 28 which is a 3 1/4 inch aluminum capped monument stamped "PLS 13155" and on the West by the North Quarter-Section Corner of said Section 28 which is a 2 inch aluminum capped monument stamped "PLS 25937". Said line bears South 89°33'31" West, a distance of 2639.08 feet, with all bearings contained herein relative thereto.

COMMENCING at said Northeast Section Corner of Section 28;

Thence South 00°40'52" East along the East line of said Northeast one-quarter of Section 28, a distance of 2644.76 feet to the East Quarter-Section Corner of said Section 28, said point being a 3/4 inch Iron Pipe;

Thence leaving said East line of the Northeast one-quarter of Section 28, South 89°37'43" West a distance of 30.00 feet to the POINT OF BEGINNING;

Thence South 89°37'43" West a distance of 1195.50 feet;

Thence North 00°40'52" West a distance of 535.54 feet;

Thence North 63°53'04" East a distance of 565.67 feet;

Thence North 89°37'43" East a distance of 684.64 feet;

Thence South 00°40'52" East a distance of 781.24 feet to the POINT OF BEGINNING.

Containing an area of 20.0 acres (871,198 Sq.Ft.), more or less.

Prepared by:  
Mark A. Hall  
Colorado PLS # 36073  
For and on behalf of:  
Acklam, Inc  
195 Telluride St., Suite 7  
Brighton, CO 80601

|                                |                    |                            |                                       |
|--------------------------------|--------------------|----------------------------|---------------------------------------|
| PREPARED FOR:                  |                    | <i><b>Acklam, Inc.</b></i> | <i><b>SUA - LEGAL DESCRIPTION</b></i> |
| NGL WATER<br>SOLUTIONS DJ, LLC |                    |                            |                                       |
| DATE SURVEYED:                 |                    | <b>NGL C-2A</b>            |                                       |
| DATE DRAFTED: 07/09/2015       |                    |                            |                                       |
| DRAFTED BY: FM                 | CHECKED BY: MAH    |                            |                                       |
| JOB No. 155081                 | REVISED:07/27/2015 |                            |                                       |
|                                |                    | Revision (A)               |                                       |

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.