

**FIRST AMENDMENT
TO
WATER WELL DISPOSAL EASEMENT AND AGREEMENT**

This First Amendment to the November 19, 2013 Water Well Disposal Easement and Agreement ("**Amendment**") is entered into and effective as of the 29 day of November, 2015 by and between **NGL WATER SOLUTIONS DJ, LLC** (previously known as High Sierra Water Services, LLC), a Colorado limited liability company with offices at 3773 Cherry Creek North Dr., Suite 1000, Denver, CO 80209 (herein referred to as "**Grantee**") and **SPAYD HAY COMPANY**, a Colorado S-corporation with an address at 19553 WWCR 40, LaSalle, CO 80645, owner of the real property (herein referred to as "**Grantor**"). Grantee and Grantor are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, High Sierra Water Services, LLC and Spade Hay Company entered into that certain Water Well Disposal Easement and Agreement dated effective November 19, 2013 ("**Agreement**") pursuant to which Grantor granted and conveyed to Grantee a certain 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 ("**Property**") described on Exhibit A thereto; and

WHEREAS, on March 31, 2014, High Sierra Water Services, LLC changed its name to NGL Water Solutions DJ, LLC; and

WHEREAS, Grantee desires to amend the Agreement to incorporate an additional easement for a flow line, a wellhead and drill pad, and an additional subsurface easement for disposal of wastewater from an injection well; and

WHEREAS, pursuant to the terms and conditions hereunder and the consideration therefor, Grantor agrees to so amend the Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee additional easements ("**Additional Easements**") for the purposes of disposing and transporting wastewater and locating, constructing, operating, maintaining, replacing, reclaiming, removing and abandoning a flow line and a subsurface easement for wastewater disposal, along with the right to construct a wellhead and drill pad ("**Facilities**"), all as described on **Exhibit A** attached hereto.
2. Consideration. As consideration for the Additional Easements and Facilities, the sufficiency of which is acknowledged by the Parties, Grantee and Grantor agree to the reimbursement terms stated below. No reimbursement is implied other than that

contained in this Amendment, nor shall anything be promised or delivered beyond that stated in this Amendment.

- A. Grantor shall make a one (1) time payment to Grantee of REDACTED REDA per linear foot for the Additional Easement to be used for the flow line. This payment shall be made after completion of construction of the flow line and the verification of its length.
 - B. Grantor shall make a one (1) time payment to Grantee of REDACTED REDACTED for the subsurface Additional Easement and the Facilities. This payment shall not be made until after the wastewater disposal well is successfully drilled and completed.
 - C. This Amendment and the obligation for payment of the consideration shall not become effective until all applicable permits to construct the Facilities have been obtained, which shall be the sole responsibility of Grantee and at no cost to Grantor. As a component of the permit process, Grantee is required to obtain a bond covering all damages caused by the construction of the Facilities if any such damage occurs (including, but not limited to damage to Grantee's property on both surface and subsurface known or unknown at the time of Grantor's activities during construction). Once such bond is obtained, Grantee shall provide Grantor with documentation of same demonstrating that Grantor has no liability for any such damages. Grantee shall use all its best efforts to obtain said permits and said bond in a timely fashion so as not to jeopardize the construction deadline described in Paragraph 4, below.
3. Term. The term of this Amendment is for as long as Grantee is using said Additional Easements and Facilities for the purposes set forth herein. This Amendment shall run with the land and be perpetual, subject to the immediately preceding sentence.
 4. Grantee's Representations and Warranties. Grantee hereby represents and warrants to Grantor that upon execution of this Amendment, it shall proceed to construct the flow line expeditiously such that they it is installed completely prior to April 15, 2016. If it is not, and if the construction of the flow line jeopardizes Grantor's crop irrigation operations, Grantee shall pay Grantor's expected annual production in the amount of 220 acres multiplied by Grantor's annual historical production yield on that acreage for the 2016 growing season. Additionally, Grantee hereby represents and warrants to Grantor that if Grantee's flow line crosses Grantor's irrigation pivot line(s), Grantee shall locate its line with a vacuum truck. Further, Grantee hereby represents and warrants to Grantor that if during construction of the Facilities Grantee damages any of Grantor's drain tiles, Grantee shall repair any such damaged drain tiles to Grantor's absolute and sole satisfaction.
 5. Amendment. The terms and conditions agreed upon herein shall be incorporated fully and expressly into the Agreement. Except as amended above, all other terms and

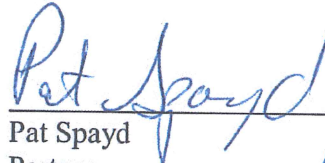
conditions of the Agreement shall remain in full force and effect and nothing herein shall be construed as a modification of the Agreement.

[Signatures on following page]

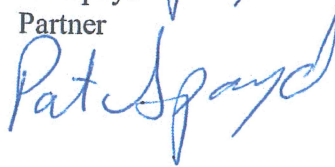
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

GRANTOR:

SPAYD HAY COMPANY

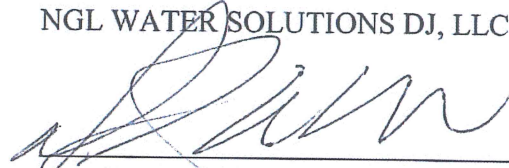
A handwritten signature in blue ink, appearing to read "Pat Spayd", is written over a horizontal line.

Pat Spayd
Partner

A second handwritten signature in blue ink, appearing to read "Pat Spayd", is written below the first signature.

GRANTEE:

NGL WATER SOLUTIONS DJ, LLC

A handwritten signature in black ink, appearing to read "Douglas W. White", is written over a horizontal line.

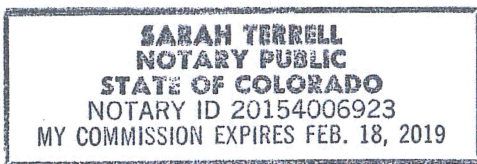
Douglas W. White
Senior Vice President

[Acknowledgements on following page]

ACKNOWLEDGMENTS

STATE OF COLORADO }
 }
COUNTY OF Weld }

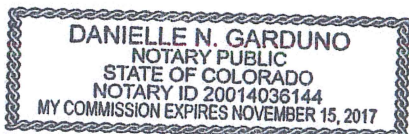
The foregoing instrument was acknowledged before me this 4th day of January, 2016st,
by Pat Spayd, Partner for Spayd Hay Company on behalf of said company.



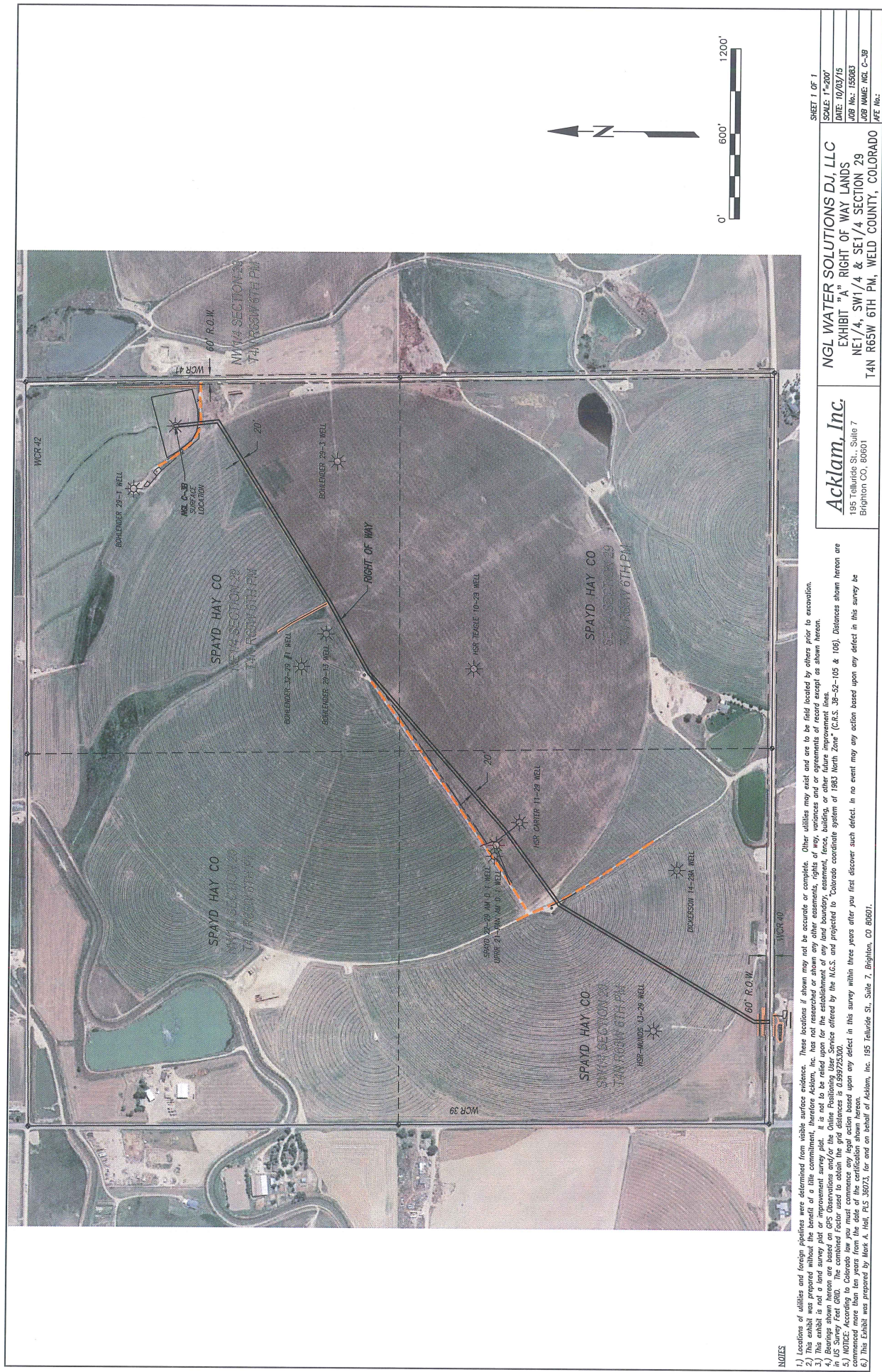
Sarah Terrell
Notary Public

STATE OF COLORADO }
 }
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 18th day of December, 2015,
by Douglas W. White, Senior Vice President for NGL Water Solutions DJ, LLC on behalf of
said company.



Danielle N. Garduno
Notary Public



NOTES

- 1.) Locations of utilities and fencing positions were determined from visible surface evidence. These locations are shown as dashed lines. Other utilities may exist and are to be field located by others prior to excavation.
- 2.) This exhibit was prepared without the benefit of a confirmed survey. It is not to be relied upon for any legal or engineering purpose. It is not to be used for any purpose other than the one for which it was prepared.
- 3.) This exhibit is not a land survey plat or improvement survey plat. It is not to be relied upon for any legal or engineering purpose. It is not to be used for any purpose other than the one for which it was prepared.
- 4.) Bearings shown hereon are based on GPS Observations and/or the Online Positioning User Service offered by the U.S. and projected to Colorado coordinate system of 1983 North Zone (C.C.S. 38-32-105 & 100). Distances shown hereon are in US Survey Feet GHD. The combined factor used to obtain the grid distances is 0.99723300.
- 5.) Colorado law requires that 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 after the date of completion of this survey.
- 6.) This Exhibit was prepared by Mark A. Hall, PLS 36073, for and on behalf of Acklam, Inc. 195 Telluride St., Suite 7, Brighton, CO 80601.

Acklam, Inc.
195 Telluride St., Suite 7
Brighton CO, 80601

NGL WATER SOLUTIONS DJ, LLC
EXHIBIT "A" RIGHT OF WAY LANDS
NE 1/4, SW 1/4 & SE 1/4 SECTION 29
T4N R65W 6TH PM, WELD COUNTY, COLORADO

SHEET 1 OF 1
SCALE: 1"=200'
DATE: 10/03/15
JOB No.: 150803
JOB NAME: NGL C-39
PFE No.: