

WATER DISPOSAL WELL LOCATION AND PIPELINE EASEMENT

This Water Disposal Well Location and Pipeline Easement (the “**Agreement**”) is dated as of this 24th day of August, 2015 (“**Effective Date**”) between **NGL Water Solutions DJ, LLC**, a Colorado limited liability company (the “**Grantee**”), with an address at 3773 Cherry Creek North Drive, Suite 1000, Denver, Colorado 80209 and **D. Gary Howard, individually and as Representative for D&C Farms, LLLP, John E. Howard, and Diana G. Howard** (referred to as “**Grantor**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee:

- (i) subsurface easements for the purpose of disposing of Wastewater, which for purposes of this Agreement shall be as defined in the Lease of Real Property by and among the parties and locating, constructing, operating, maintaining, replacing, reclaiming, removing and abandoning an underground wellbore and bottom hole for two (2) Wastewater disposal wells under real property located in Weld County, Colorado, all as further described in **Exhibit A** attached hereto; provided however that the parties understand that wellbore and bottom holes reflected on Exhibit A are for planning purposes only and are subject to change or alteration pursuant to regulatory or management requirements;
- (ii) a twenty (20) foot wide right-of-way and easement being ten (10) feet on each side of the centerline of the as-built pipeline connecting the C-2B disposal well to the C-2 SWD Facility; and
- (iii) locations to successfully drill, re-enter and maintain two (2) wells for disposal of Wastewater with the right to utilize and occupy an area within a radius of four hundred (400) feet around each wellhead for disposal operations and equipment.

(all jointly referred to herein as “Easements”).

1. **Representative.** Pursuant to the Lease, Gary D. Howard was appointed the Representative of the Grantor with John E. Howard as an alternate to execute this Agreement and bind the Grantor to its terms and conditions.

2. **Term of Easements.** The Term of the Easements is for seven (7) years and as long thereafter as Grantee is using said Easements for the purpose set forth herein. The Easements granted hereby shall run with the land and be perpetual, subject to the immediately preceding sentence.

3. **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 Easements or Grantee’s

operations on the Easements, except to the extent that such liability, loss, damage, claims, demand actions or causes of action arise out of any negligent act or omission of Grantor or its successors or assigns. Neither party shall be liable to the other for special, consequential, incidental, punitive or exemplary damages.

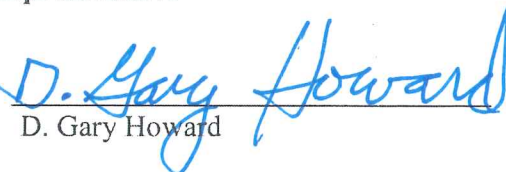
4. **Miscellaneous.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. The rights of Grantee may not be assigned in whole or in part without prior approval of Grantor, which approval shall not be unreasonably withheld. This Agreement 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.

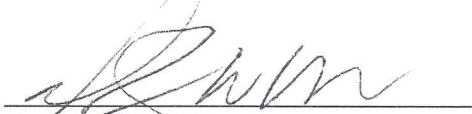
5. **Consideration.** REDACTED and other or valuable consideration, the receipt of and sufficiency of which is hereby acknowledged.

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

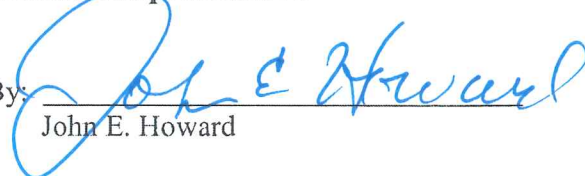
Grantor:
D&C FARMS, LLLP
by **D. GARY HOWARD, Individually and**
as Representative

Grantee:
NGL WATER SOLUTIONS DJ, LLC

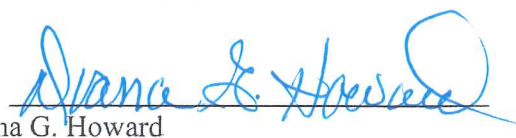
By: 
D. Gary Howard

By: 
Douglas W. White
Senior Vice President

JOHN E. HOWARD, Individually and as
Alternate Representative

By: 
John E. Howard

DIANA G. HOWARD

By: 
Diana G. Howard

[Acknowledgments on following page]

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 25th day of August 2015, by **D. Gary Howard**, individually and as Representative for D&C Farms, LLLP.

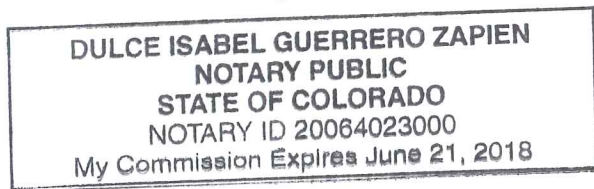
WITNESS my hand and official seal.

Dulce Isabel Guerrero Zapien
Notary Public
Commission Expires: 11-21-2018

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 25th day of August 2015, by **John E. Howard**, individually and as Alternate Representative for D&C Farms, LLLP.

WITNESS my hand and official seal.

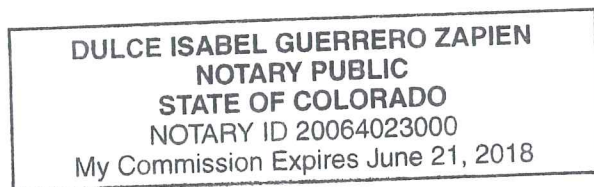


Dulce Isabel Guerrero Zapien
Notary Public
Commission Expires: 11-21-2018

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 25th day of August 2015, by **Diana G. Howard**.

WITNESS my hand and official seal.



Dulce Isabel Guerrero Zapien
Notary Public
Commission Expires: 11-21-2018

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 and as Alternate 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 **Diana G. Howard**.

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 24th day of August 2015, by **Douglas W. White** as Senior Vice President of NGL Water Solutions DJ, LLC.

WITNESS my hand and official seal.



Daniene N. Garduno
Notary Public

Commission Expires: 11/15/2017

EXHIBIT A

Attached to and made part of Water Disposal Well Easement and Agreement

Dated August 24, 2015

Water Disposal Well Locations

Proposed NGL C2A & C2B

