

WATER DISPOSAL WELL EASEMENT AND AGREEMENT

This Water Disposal Well Easement and Agreement (the "Agreement") is dated as of this 22nd day of November, 2014 ("Effective Date") 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 MRJ Camp Holdings, LLC and Phyllis Edith Camp Nelson, with real property located in Section 30, Township 3N, Range 65W, Colorado ("Grantor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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, further described within Exhibit A attached hereto.

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. The Easement is limited to a single directional well intended for the purpose of saltwater disposal via injection, currently designated as the C-6A injection well.

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.

4. **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 ensure that the surface of Grantor's property is maintained in its current state during the drilling of 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 365 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.

5. **Consideration.** As one-time payment/consideration for the granting of the Easement, Grantee agrees to provide Grantor \$\$ (the "Consideration") through direct disbursement. Payment shall be made directly from Grantee to Grantor. Consideration shall be paid in accordance with Section 4.

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

Grantor: MRJ Camp Holdings, LLC

Grantee: NGL Water Solutions DJ, LLC

By: Joan C. Camp

By: [Signature]

Printed Name: Joan Camp

Printed Name: Doug White

Date: Nov. 22, 2014

Title: Sr. Vice President
Date: 11/24/14

Grantor: Phyllis Edith Camp Nelson

By: Phyllis Edith Camp Nelson

Printed Name: Phyllis Edith Camp Nelson

Date: Nov. 22, 2014

Exhibit A

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

Dated 11/22, 2014

Water Disposal Well Bottom-Hole Location

