



FEBRUARY 9, 2022

NGL WATER SOLUTIONS LLC
865 NORTH ALBION ST, SUITE 400
DENVER, CO 80220
ATTN. CADEN JAMESON

RE: Access Permit No. **2 - 5568 NM 128 MM 36.90 S ROW**

Attached is an **Executed** copy of the above access permit. You may now begin construction.

ALL CONSTRUCTION AND MAINTENANCE COSTS of this access will be the applicant's responsibility.

Removal of any debris (mud, dirt, rock, etc.,) tracked onto the highway during construction or the use of the access/median, **shall** be the responsibility of the applicant.

During construction of this access, the contractor must place warning signs in accordance with requirements of the latest edition (2009) of the Manual on Uniform Traffic Control Devices (MUTCD). This MUTCD manual can be found at mutcd.fhwa.dot.gov

A copy of this permit and attached documents **shall** be on site during construction and *should be* retained for record keeping purposes.

The completed construction of this installation must meet the provisions and specifications of the permit and is subject to the approval of this office. If not completed according to plans and specifications, corrections deemed necessary will be at the expense of the applicant.

Access permit shall remain in compliance with New Mexico Administrative Code (NMAC) 18.31.6 State Highway Access Management requirements, terms and conditions.

Notify: (3) days prior to installation:

**Jal Patrol Supervisor Freddie Ragain: Office: (575) 500-2950
Cell: (575) 626-7894**

If you have any questions, please contact District 2 Permit agent at (575) 840-9301 or by email Dtwo.Permits@state.nm.us

Sincerely,

A handwritten signature in red ink that reads "Rudy Chavez".

RUDY CHAVEZ
DISTRICT TWO PERMIT AGENT

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Form No. A-64
New 11/12APPLICATION FOR PERMIT TO CONSTRUCT AN ACCESS OR MEDIAN OPENING ON
PUBLIC RIGHT-OF-WAY

Department Use Only

District No. 2 Permit No. 2-5568 State Highway No. 128
 Project No. - Station No.(s) - Mile Post(s) 36.90
 Posted Speed 55 Highway ADT 1,307 (2019) Sight Distance N/A
 Type of Vehicle Commercial Estimated Driveway ADT 20-25 Daily
32.198889 - 103.429839

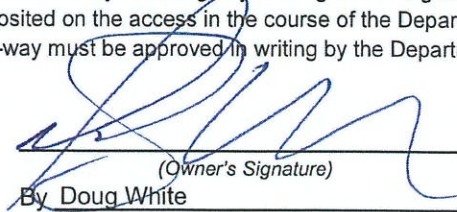
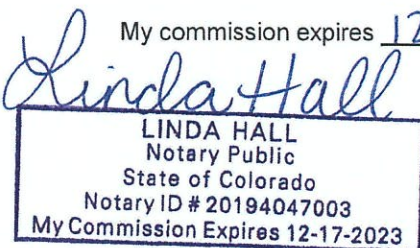
TO: NEW MEXICO DEPARTMENT OF TRANSPORTATION
ATTN: DISTRICT ENGINEER
☐ Deming ☒ Roswell ☐ Albuquerque ☐ Las Vegas ☐ Santa Fe ☐ Milan

Application is hereby made by NGL Water Solutions LLC, 865 North Albion Street, Suite 400
(Owner of Property) (Mailing Address)
Denver, CO, 80220, to develop or redevelop a Access Turnout with the
(Type of Development)

estimated driveway ADT as listed above, for permission to construct (X) access(es), or () median opening(s) or to () modify or transfer an existing lawful access permit, and/or () to upgrade an existing illegal access to a lawful access at the following described location:
HWY 128 at MP 36 plus 4,665'.

in Lea County, on State Highway 128 in accordance with the attached plan or sketch. Work will commence on or about February and will require approximately 5 days.
(month, day, year)

The proposed driveway or median opening must be located, designed and constructed in accordance with **18.31.3 NMAC, State Highway Access Management Requirements**. A Gate (), Cattle Guard (), Additional Fence (), Drainage Structure (), will be required which owner agrees to furnish and hereafter maintain in good repair and closed to livestock. The applicant shall submit a construction traffic control plan for approval. The owner will protect, indemnify, and hold the New Mexico Department of Transportation harmless from any injury or damage caused the owner, or third parties, by owner's failure to comply with the above. If this permit is granted, owner further agrees to comply with all condition, restrictions, and regulations of the New Mexico Department of Transportation. If not constructed, this permit will expire six (6) months from the date of issue unless otherwise noted and approved. The permittee shall notify the District Engineer of the pending construction at least three (3) working days prior to any construction, and upon completion, which shall be within 45 days of initiation of construction. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal of snow or ice upon the access even though deposited on the access in the course of the Department snow removal operations. Any work in state highway right-of-way must be approved in writing by the Department prior to initiating the work.

Place (Of Notary) Denver, ColoradoSworn to and subscribed before me this 31stDay of January, 20 22My commission expires 12-17-2023
(Notary Public)
(Owner's Signature)By Doug WhiteTitle Executive VPOwner's Phone No. 303-815-1010

Form No. A-64B
Revised 05/25/2018

Permission granted this 9 day of February, 20 , subject to the above stated conditions and the following additional requirements (attach separate sheet as required:)
24" and Concrete Wall Blankets shall be Required

Deviation from the stated conditions or the approved sketch may be grounds for revocation.

Distribution:

Original: G.O. Files
Copies: District Engineer
Applicant
Traffic Services Engineer

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By Rudy Chavez
(District Engineer or Designee)
Title Permit Agent

ACCESS INFORMATION	
NAME:	NGL Water Solutions LLC
ADDRESS:	Section 24, Township 24 South Range 35 East
CITY:	STATE: ZIP:
COUNTY:	PHONE: 303-815-1010

1. ROUTE No. (S.R./US):	State Road	128
2. LOCATION (NEAREST MILEPOST)	Mile Post	36 plus 4,665'
3. ACCESS WIDTH:	60'	
4. LENGTH OF PROPERTY FRONTAGE:	60'	
5. ACCESS TYPE (commercial/residential/other):	Commercial	
6. ACCESS RADIUS:	180	
7. GATE/CATTLE GUARD/OTHER:	Cattle Guard	
8. TYPE OF SURFACE MATERIAL:	Caliche	

*****FOR OFFICIAL USE ONLY*****	
1. POSTED SPEED:	55
2. SIGHT DISTANCE:	NA
3. DRAINAGE:	
4. CULVERT SIZE:	24"
5. CONC. END BLANKETS:	Required (see attached)
6. R.O.W. TO R.O.W. WIDTH:	200'
7. DRIVING LANE WIDTH:	12'
SHOULDER WIDTH:	10'
8. HIGHWAY A.D.T.:	1,307
ESTIMATED ACCESS A.D.T.:	20-25 Daily

SPECIAL NOTES AND/OR CONDITIONS
Refer to standard Drawings Provided and a Minimum shall meet with standard Drawings



SITE THRESHOLD ASSESSMENT (STH)

A Site Threshold Assessment (STH) is required of all developing or redeveloping properties that directly or indirectly access a state highway.

District No.: _____

Project No.: _____

Date: _____

Applicant Name: Caden Jameson

Business Name: NGL Water Solutions LLC

Address: 3773 Cherry Creek North Dr., Ste 1000, Denver, CO 80209-3820

SITE DESCRIPTION

<input type="checkbox"/> Residential	Building Size (SF) _____	Dwelling Unit <u>N/A</u>
<input type="checkbox"/> Retail	Parcel Size (ac) <u>5</u>	Rooms <u>N/A</u>
<input type="checkbox"/> Office	Roadway Frontage (ft) <u>60</u>	Beds <u>N/A</u>
<input checked="" type="checkbox"/> Industrial	Parking Spaces <u>10</u>	Students <u>N/A</u>
<input type="checkbox"/> Institutional	Employees <u>2</u>	Seats <u>N/A</u>
<input type="checkbox"/> Lodging	Other: _____	Fuel Pumps <u>N/A</u>
<input type="checkbox"/> Restaurant		Courts <u>N/A</u>
<input type="checkbox"/> Convenience/Gas		Storage Units <u>N/A</u>
<input type="checkbox"/> Other: <u>SWD wellsite</u>		

The STH examines existing roadway volumes and anticipated site trip generation for the purpose of determining if additional analyses are required. If the site characteristics and the trip generation estimate for a proposed development do not satisfy the requirements for a STA or a TIA as determined by the District Traffic Engineer, the STH should be approved and the traffic study requirement for the proposed development will be complete. If additional analysis is required based on the results of the STH, the District Traffic Engineer should indicate to the applicant the level of analysis that is required.

TRIP GENERATION

Option A (Commercial Access)

ITE Trip Generation Land Use Category: _____

AM Peak Hour Trips Entering: 20-25 5

Exiting: 20-25 5

PM Peak Hour Trips Entering: 20-25 5

Exiting: 20-25 5

Option B (Residential Access)

Daily Trips Entering: _____

Exiting: _____

FOR OFFICIAL USE ONLY

EXISTING ROADWAY DATA

Highway No.: NM 128

Site Mile Post: 36.90

Highway ADT: 1,307

Count Year: 2015

Number of Lanes (two way): _____

Function Class: MSCL

EXCEEDS THRESHOLD ☐ Yes

☒ No

☐ STA Required

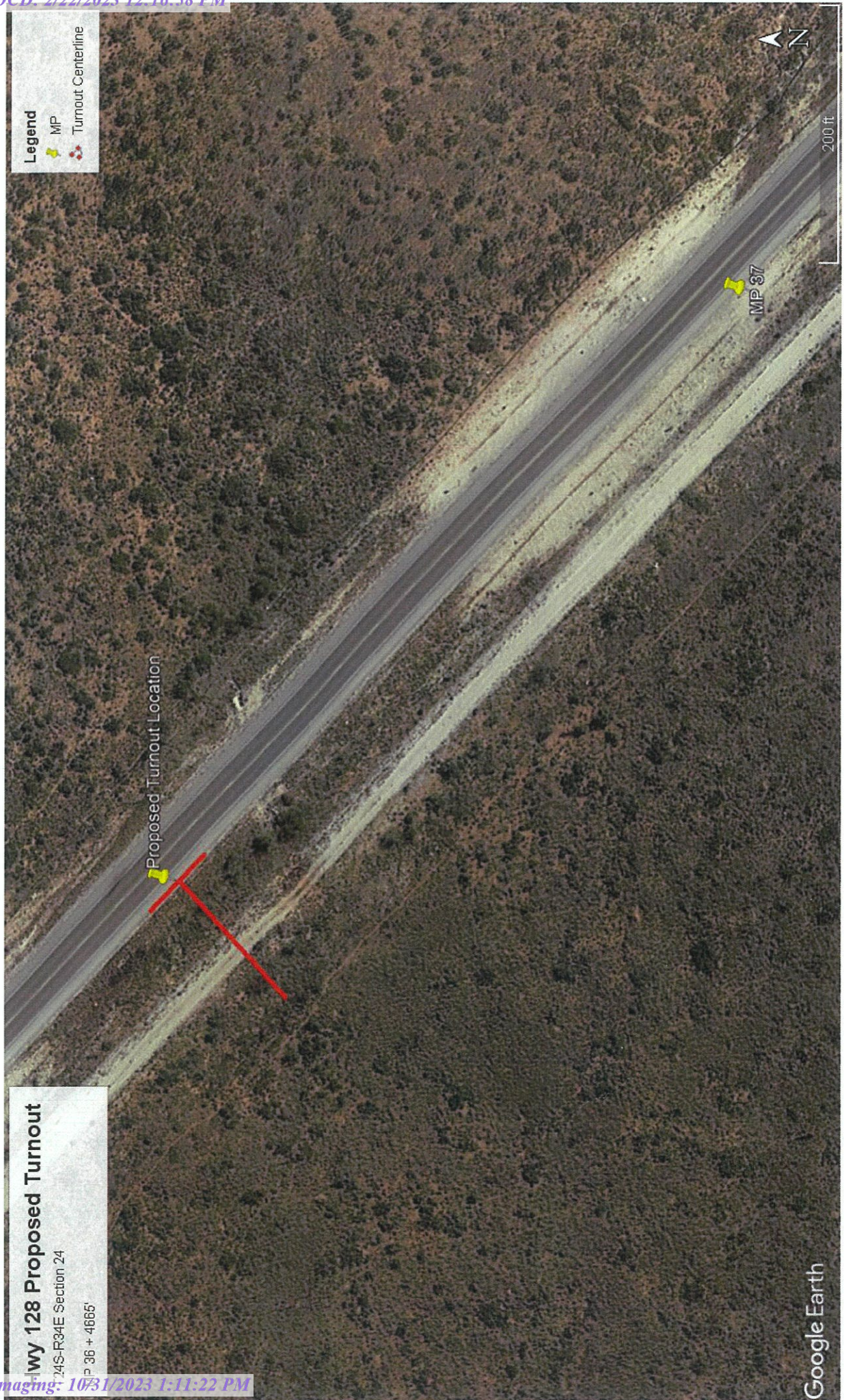
☐ TIA Required

Thresholds:

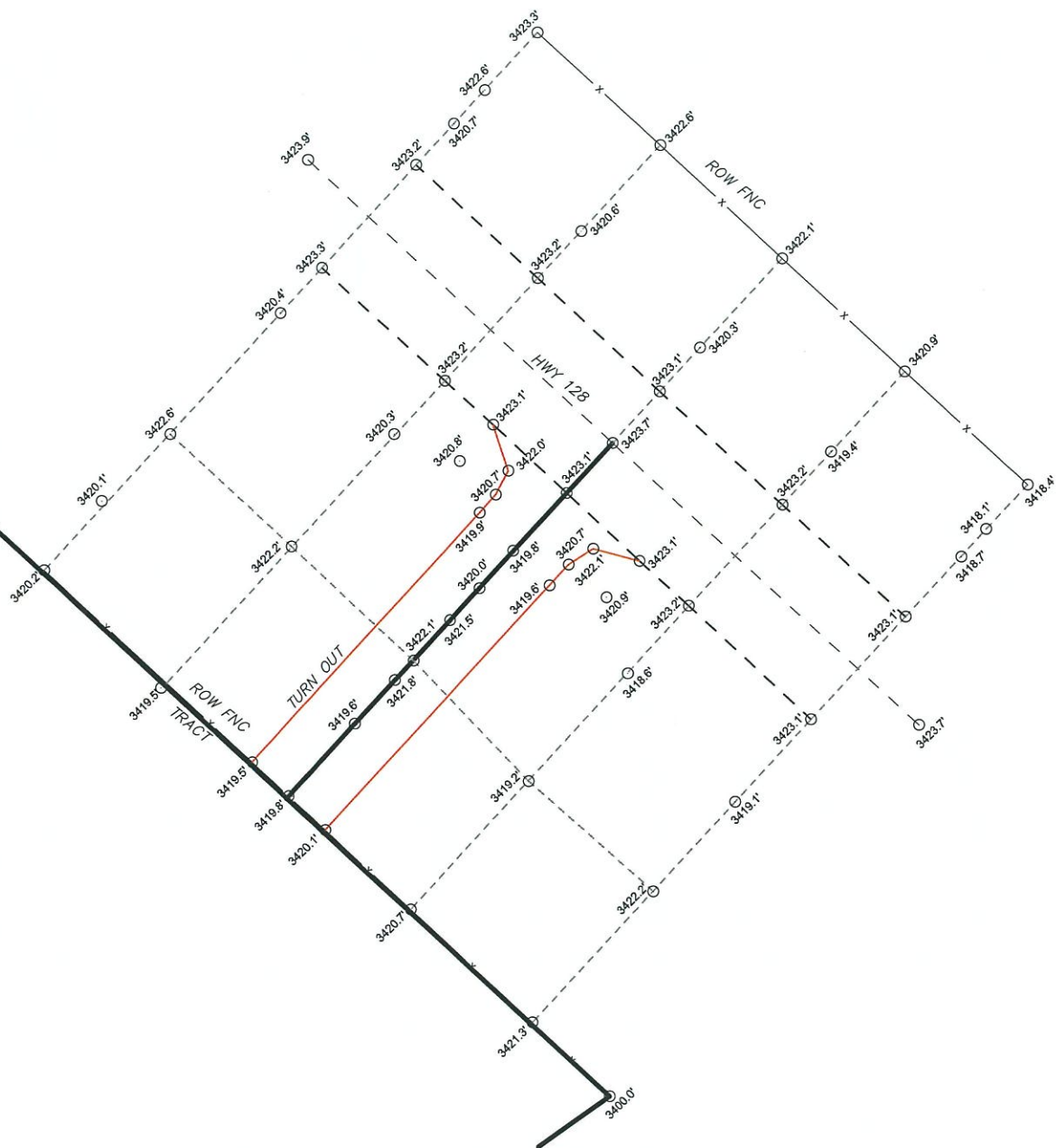
STA: 25 to 99 Peak Hour Total Trips AND more than 1,000 Vehicles per Lane per Day on adjacent Highway

TIA: 100 or more Peak Hour Total Trips

OTHER REQUIREMENT BASIS/DTE COMMENTS: _____



SECTION 24, TOWNSHIP 24 SOUTH, RANGE 34 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.



HIGH ROLLER WELLS, LLC.

REF: SWD #2 / WELL PAD TOPO

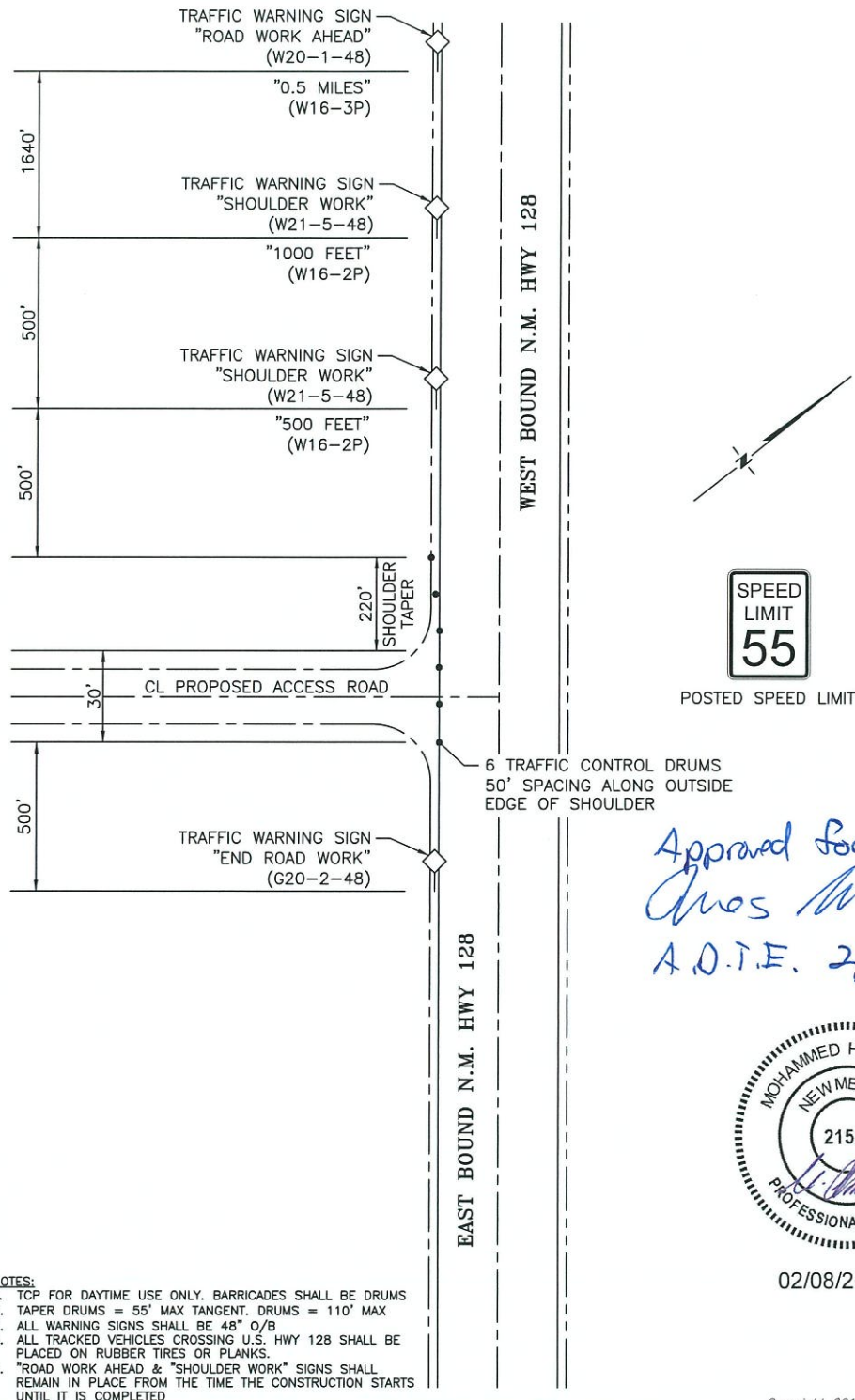
THE SWD #2 LOCATED 814' FROM
THE SOUTH LINE AND 260' FROM THE WEST LINE OF
SECTION 24, TOWNSHIP 24 SOUTH, RANGE 34 EAST.
N.M.P.M., LEA COUNTY, NEW MEXICO.



P.O. Box 1786 (575) 393-7316 - Office
1120 N. West County Rd. (575) 392-2206 - Fax
Hobbs, New Mexico 88241 basinsurveys.com

W.O. Number: 31940 Drawn By: K. NORRIS Date: 10-13-2015 Survey Date: 09-29-2015 Sheet 1 of 1 Sheets

NGL WATER SOLUTIONS PERMIAN, LLC.
TRAFFIC CONTROL PLAN FOR SHOULDER WORK OFF N.M. HWY 128
SECTION 24, T24S, R34E
N. M. P. M., LEA COUNTY, NEW MEXICO

**NOTES:**

1. TCP FOR DAYTIME USE ONLY. BARRICADES SHALL BE DRUMS
2. TAPER DRUMS = 55' MAX TANGENT. DRUMS = 110' MAX
3. ALL WARNING SIGNS SHALL BE 48" O/B
4. ALL TRACKED VEHICLES CROSSING U.S. HWY 128 SHALL BE PLACED ON RUBBER TIRES OR PLANKS.
5. "ROAD WORK AHEAD & "SHOULDER WORK" SIGNS SHALL REMAIN IN PLACE FROM THE TIME THE CONSTRUCTION STARTS UNTIL IT IS COMPLETED

Copyright 2016 - All Rights Reserved

NO.	REVISION	DATE
JOB NO.:	LS22010077	
DWG. NO.:	22010077-X2	



701 S. CECIL ST., HOBBS, NM 88240 (575) 964-8200

SCALE:	N. T. S.
DATE:	01/31/2022
SURVEYED BY:	JF/JH
DRAWN BY:	GA
APPROVED BY:	RMH
SHEET:	1 OF 1

LEA COUNTY, NM
KEITH HANES, COUNTY CLERK
000012349
Book 2121 Page 468
1 of 5
09/01/2017 02:28 PM
BY CHERI LONG

25
5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Effective Date: August 30, 2017

Grantor: TGB EQUIPMENT LEASING, LLC, a Texas limited liability company
1008 Southview Circle
Center, Shelby County, Texas 75935-4537

Grantee: NGL Water Solutions LLC, a Colorado limited liability company
c/o NGL Energy Partners LP
3773 Cherry Creek North Dr., Suite 1000
Denver, Denver County, Colorado 80209-3820
Attention: Douglas W. White

Consideration (the "Consideration"):

Ten and no/100^{ths} Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements) (the "Property"):

A tract of land located in the Southwest Quarter of Section 24, Township 24 South, Range 34 East, N.M.P.M., Lea County, New Mexico, including without limitation, all of Grantor's right, title and interest in and to all oil, gas, and other minerals in and under and that may be produced from the Property, and being more particularly described as follows:

Beginning at a point on the West Section line which lies N.00°01'00"W., 434.38 feet from the Southwest corner of said Section 24; Thence N.00°01'00"W. along the West section line, a distance of 1193.02 feet to a point on the Westerly right-of-way of State Highway 128; Thence S.46°55'26"E. along the Westerly right-of-way a distance of 1000.00 feet; Thence S.55°03'42"W., 890.62 feet to the point of beginning. Said tract of land containing 10.0000 acres, more or less.

Reservations from Conveyance (the "Reservations from Conveyance"):

None.

Exceptions to Conveyance and Warranty (the "Exceptions to Conveyance and Warranty"):

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, encumbrances, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, including without limitation, any such matters described in the documents and instruments listed on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes (Item 8 on Exhibit "A" is the "*Reservations, Covenants and Restrictions*"); validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000012349
Book 2121 Page 488
2 of 5
09/01/2017 02:20 PM
BY CHERI LONG

Restrictions, Covenants and Conditions to the Conveyance (the "Restrictions, Covenants and Conditions"):

The covenants, conditions and other restrictions contained in this instrument, including but not limited to, the Reservations, Covenants and Restrictions, will attach to and run with the Property, and it will be lawful not only for Grantor and Grantor's successors, heirs and assigns, Grantee, Grantee's successors, heirs and assigns, but also for subsequent owner or owners of any property granted by this instrument or deriving title from or through Grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the Reservations, Covenants and Restrictions and any covenants, conditions, and other reservations contained in this Special Warranty Deed.

Grantee agrees that all future conveyances of the Property will contain either (i) a complete recitation of, or (ii) a full and complete description of (including recording information sufficient to properly and correctly identify the relevant recorded document or instrument) the Reservations, Covenants and Restrictions and any covenants, conditions, and other reservations contained in this Special Warranty Deed.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THAT CERTAIN REAL ESTATE PURCHASE AGREEMENT DATED AND MADE EFFECTIVE AS OF JUNE 1, 2017, ENTERED INTO BY AND BETWEEN TGB EQUIPMENT LEASING, LLC, A TEXAS LIMITED LIABILITY COMPANY AND NGL WATER SOLUTIONS, LLC, A COLORADO LIMITED LIABILITY COMPANY (THE "PA"), AND THIS SPECIAL WARRANTY DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PA AND THIS SPECIAL WARRANTY DEED.

Witness by Grantee's hand and the acceptance of this deed by the Grantee, Grantee accepts of all the terms, conditions, limitations, restrictions, and uses to which the property by this Special Warranty Deed is made.

Conveyance and Special Warranty:

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty and the Restrictions, Covenants and Conditions, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty (including without limitation, Reservations, Covenants and Restrictions) and the Restrictions, Covenants and Conditions.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date acknowledged but effective on the date first appearing above.

{Signature pages and Exhibit to follow.}

GRANTOR:

TGB EQUIPMENT LEASING, LLC, a Texas
limited liability company

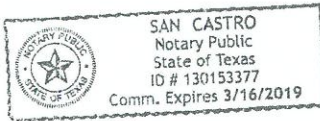
By: *Dustin Bailey*
Dustin Bailey, its Manager

STATE OF TEXAS §

COUNTY OF ~~SHELBY~~ Dallas §

Before me, the undersigned authority, on this day personally appeared DUSTIN BAILEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the Manager of TGB EQUIPMENT LEASING, LLC, a Texas limited liability company, on behalf of such limited liability company for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 2017.



San Castro
Notary Public, State of Texas
My commission expires: _____

{Signatures to Continue on the Following Page}

Grantor Signature Page to Special Warranty Deed
TGB EQUIPMENT LEASING, LLC

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000012349
Book 2121 Page 488
3 of 5
09/01/2017 02:20 PM
BY CHERI LONG

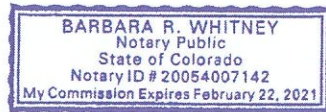
ACKNOWLEDGED AND AGREED BY
GRANTEE:NGL WATER SOLUTIONS, LLC, a Colorado
limited liability companyBy: H. Michael Krimbill
H. Michael Krimbill, Chief Executive Officer

STATE OF COLORADO §

COUNTY OF DENVER §

Before me, the undersigned authority, on this day personally appeared H. MICHAEL KRIMBILL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Chief Executive Officer of NGL WATER SOLUTIONS, LLC, a Colorado limited liability company, on behalf of said limited liability company for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30TH day of AUGUST, 2017.



Barbara R. Whitney
Notary Public, State of Colorado
My Commission Expires: 2/22/2021

AFTER RECORDING RETURN TO:

NGL Energy Partners LP
3773 Cherry Creek North Dr.
Suite 1000
Denver, Colorado 80209
Attn: Legal Department

{The Remainder of This Page Intentionally Left Blank}

Grantee Signature Page to Special Warranty Deed
TGB EQUIPMENT LEASING, LLC

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000012349
Book 2121 Page 488
4 of 5
09/01/2017 02:20 PM
BY CHERI LONG

LEA COUNTY, NH
KEITH MANES, COUNTY CLERK
000012349
Book 2121 Page 488
5 of 5
09/01/2017 02:20 PM
BY CHERI LONG

EXHIBIT "A"

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters disclosed by survey and depicted on the survey plat of the Property dated June 28, 2017, prepared by Gary L. Jones, N.M.P.S. 7977.
4. Any lien, claim or right to a lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Water rights, claims or title to water.
6. Taxes for the year 2017, and thereafter.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof.
8. Reservations, conditions and stipulations as contained in Patent appearing of record.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. Grantor makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Monumentation Map dated 11-19-08, filed 12-2-08, in Book 1610, Page 855, Lea County Records, Lea County, New Mexico.
11. Stipulated Judgment dated 2-8-10, filed 3-10-10, in Book 1670, Page 257, Lea County Records, Lea County, New Mexico.

{End of Document}

Exhibit "A" to Special Warranty Deed
TGB EQUIPMENT LEASING, LLC

Form No. A-65
New 11/12

No Cultural Resource Survey Required

No Environmental Survey Required



new Mexico DEPARTMENT
TRANSPORTATION
MOBILITY FOR EVERYONE

REVIEWED

By Gary Funkhouser at 9:45 am, Feb 07, 2022

Environmental Clearance for Undertakings within NMDOT Right-of-Way

In order to receive environmental clearance for permitted projects in highway rights-of-way, the following information will need to be submitted to the NMDOT Environmental Design Division. Submittals (usually) are reviewed Tuesday of each week. Submittals received on Tuesday will not be reviewed until the following Tuesday. Emergency requests are handled on a case-by-case basis.

1. **Purpose and Nature** of undertaking. Describe the undertaking along with width, length and depth of ground disturbance. Include the methods and machinery to be used.
The purpose of this request is to construct a driveway turnout to access private land off of NMDOT HWY128.
2. **Is your project resulting from a NMDOT project?** If so, provide the control and/or project number.
no
3. **Funding Source.** Is the funding private, state or federal? If state and/or federal, list agency(s).
Private
4. **Land status.** Is the project on the right-of-way owned by BLM, Forest Service, Tribal land or State Trust land? (NMDOT does not own all highway rights-of-way!)
Private
5. **Permitting agencies.** List other permitting agencies involved besides NMDOT.
none
6. **County.** List the county or counties in which the project is located.
Lea
7. **Highway number.** Indicate the highway, the project will cross or parallel.
128
8. **BOP and EOP.** Provide the milepost locations for the beginning of the project area (BOP) and the end of the project area (EOP). If highway crossing only, list the milepost location, indicate BOP and EOP on quadrangle maps as well.
BOP: MP 36 plus 4,635'
EOP: MP 36 plus 4,695'

Form No. A-65
New 11/12

9. **Side(s)** of the road. Indicate of which side of the road the project will be located using cardinal directions (north, south, east, west). List all project crossings of the highway by milepost.

Turnout will be located on the Southwest side of HWY 128

10. **Length** of the project. Indicate the length of the project within NMDOT right-of-way in terms of feet and/or miles.

60' wide & 90' long

11. **Provide the legal description** of the project area: Township, Range, and Section(s).
Township 24 South Range 34 East, Section 24

12. **USGS 1:24,000(7.5') Quadrangle map.** List the name(s) of the USGS quadrangle map(s) on which the project is located.

SW1/4 SW1/4 of Section 24 of 24-34

13. Include the appropriate portion of the **USGS 1:24,000 (7.5') Quadrangle map(s)** with the project area indicated by an **X** if a crossing, or **BOP** and **EOP** if linear. **Do not reduce or enlarge.** Quad map images can be printed at no charge from the website <http://terraserver.usa.com/>.

14. **Do not** send photos (including aerial photos or photo maps) unless they are scanned or sent via US Mail. Faxed photos come out entirely black.

15. Include your name, company (if applicable), phone #, fax # and email address (if you use one).

cjameson@3b-services.com, NGL Water Solutions, LLC, 432.254.5559 cell

16. Submit your requests by email, by fax **OR** by mail. Send in one format only- **DO NOT** send in multiple formats.

Send clearance requests to:

Gary Funkhouser, NMDOT-Environmental Bureau
P.O. Box 1149
Santa Fe, NM 87504-1149

Phone: (505) 570-7291; **Email:** gary.funkhouser@state.nm.us



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:														
INSURED NGL Energy Partners LP 6120 S. Yale Avenue, Ste 805 Tulsa, OK 74136	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: ACE Property & Casualty Insurance Company	20699														
INSURER C: ACE Fire Underwriters Insurance Company	20702														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W21359123

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVDP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XSL G72479877	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	<input checked="" type="checkbox"/> SIR \$250,000 Ea. Occ.						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY			MMT H25548279	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/> AUTOS ONLY						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		XEU G71539040 003	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C6782166A	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> No	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Workers Compensation and Employers Liability			SCF C67821701	06/30/2021	06/30/2022	Each Accident	\$1,000,000
	Per Statute - WI						Disease-Policy Limit	\$1,000,000
							Disease-Each Employee	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured include: NGL Water Solutions Permian, LLC.

The General Liability policy include a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

CANCELLATION

New Mexico Department of Transportation PO Box 1149 Santa Fe, NM 87504-1149	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

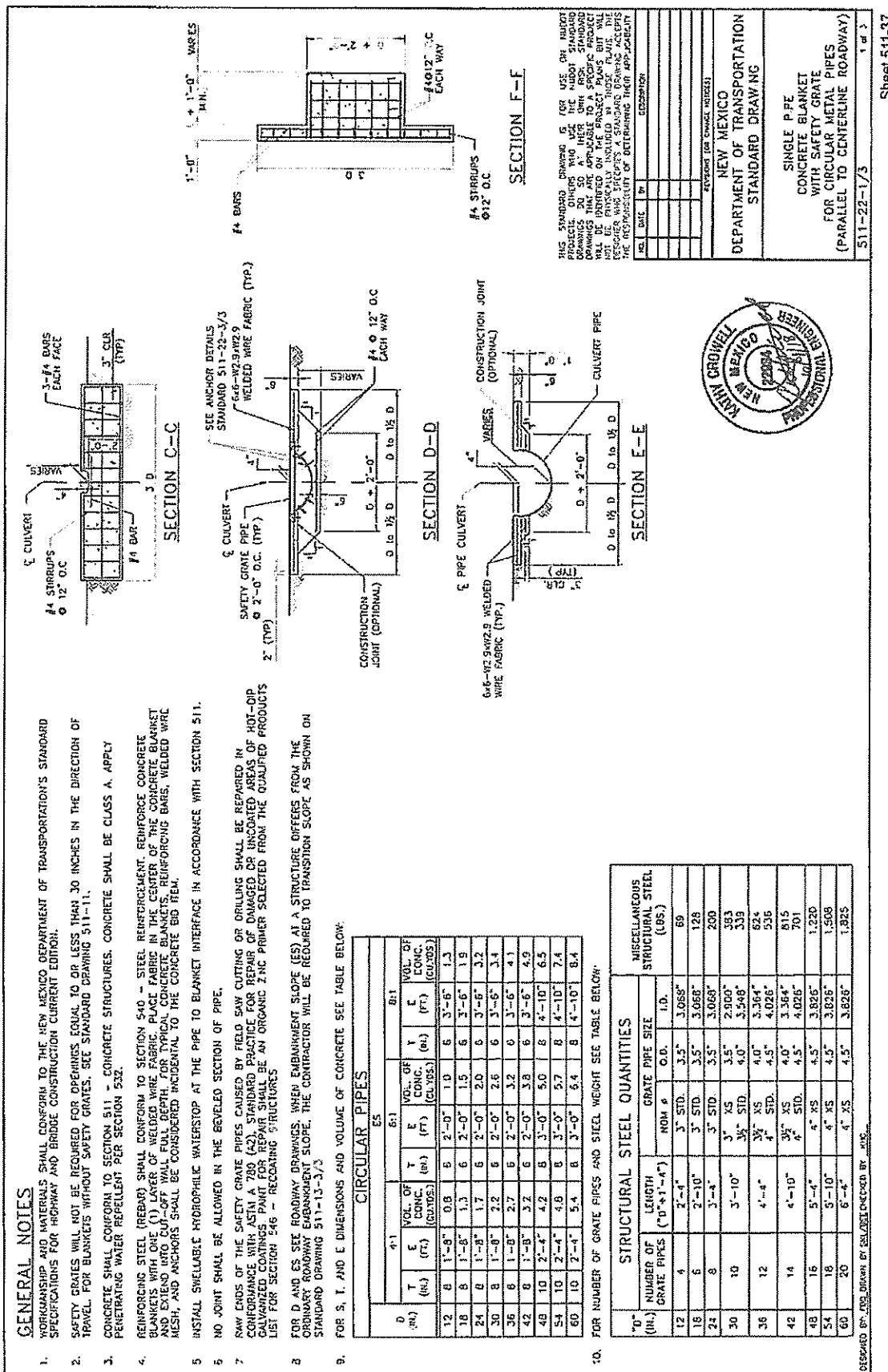
© 1988-2016 ACORD CORPORATION. All rights reserved.

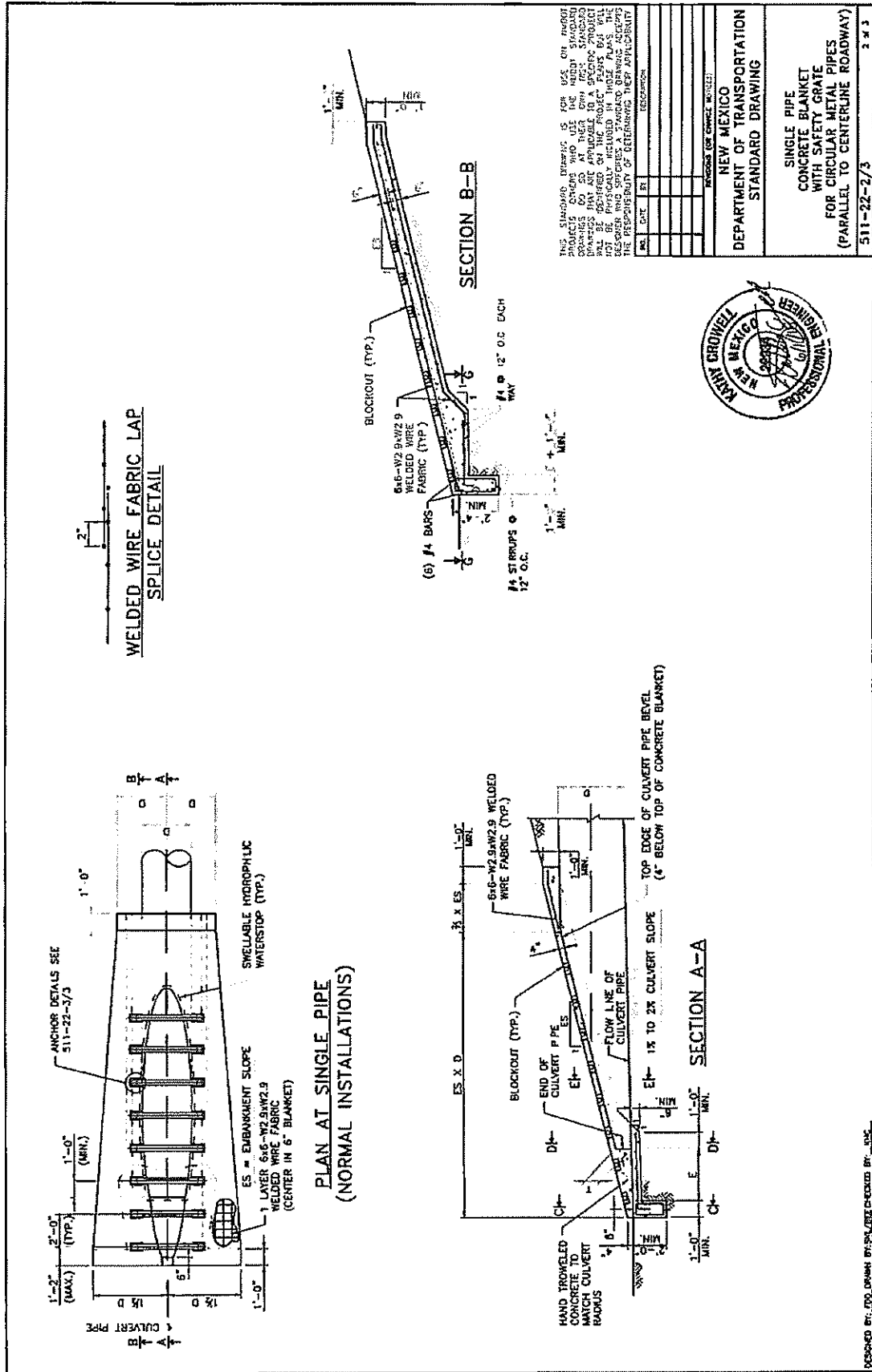
ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 21265056

BATCH: 2143898





Sheet 511-38



















Application C+A1:B22-137 Form Preface

19.15.36 NMAC - Surface Waste Management Facilities

New Mexico Energy, Minerals, and Natural Resources Department

Oil Conservation Division

19.15.36.8.C NMAC states the application requirements for new facilities, major modifications, and permit renewals. An applicant or operator shall file an application, Form C-137, for a permit for a new surface waste management facility (SWMF) or for permit renewal with the Oil Conservation Division’s (OCDs) Environmental Bureau.

[The OCD will only process applications that provide the information required by the C-137 Form and in the order specified by form. The application must be submitted via OCD’s Online Permitting System at https://wwwapps.emnrd.nm.gov/OCD/OCDPermitting/Default.aspx along with the associated permit fee.](https://wwwapps.emnrd.nm.gov/OCD/OCDPermitting/Default.aspx)

Provide engineering designs, certified by a registered New Mexico Professional Engineer (NMPE), including technical data on the design elements of each applicable treatment, remediation and disposal method and detailed designs of surface impoundments.

Application Purpose:

Subsequent information submission

Type of SWMF:

Landfill

***Engineering designs and drawings, certified by a registered NMPE, must take into account the specific requirements applicable to the SWMF type. The following must be included as applicable:**

[· The specific requirements applicable to landfills as specified in 19.15.36.14 NMAC; see Attachment A.](#)

[· The specific requirements applicable to land farms as specified in 19.15.36.15 NMAC; see Attachment B.](#)

[· The specific requirements applicable to evaporation, storage, treatment, and skimmer ponds as specified in 19.15.36.17 NMAC; see Attachment C.](#)

Facility Status

Commercial

Location

Lat/Long:

32.144696, -103.462574

Quarter Sections:

Multiple

Section:

9 & 10

Township:

25S

Range:

34E

Operator Name:

NGL Waste Services LLC

Email:

gfisher@popmidstream.com

Phone:

720-315-8035

Address:

1008 Southview Circle

Center, TX 75935

Facility Contact Name:

Daniel Schindler

Email:

dschindler@nglwasteservices.com

Phone:

575-631-8309

Address:

476 Battle Axe Rd

Jal, NM 88252

Submission of NMDOT permit regarding North Ranch Landfill (NM1-66) access on CR-2.

District I
1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720
District III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 189285

CONDITIONS

Operator: NGL Waste Services, LLC 1008 Southview Circle Center, TX 75935	OGRID: 329268
	Action Number: 189285
	Action Type: [C-137] Non-Fee SWMF Submittal (SWMF NON-FEE SUBMITTAL)

CONDITIONS

Created By	Condition	Condition Date
bjones	OCD hereby approves and accepts the NMDOT access demonstration for the Striker 4 SWD facility into the administrative record for permit NM1-66. If you have any questions, please contact me.	10/31/2023