

WATER DISPOSAL WELL EASEMENT AND AGREEMENT

This Water Disposal Well Easement and Agreement ("**Agreement**") is dated as of this 2nd Day of March 2017 (the "**Effective Date**") and is 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 David E. Bell and Marie K. Bell, with real property located in the Section 29 Township 2N Range 64W, County of Weld, State of Colorado, and a physical address of owners of the real property David E. Bell and Marie K. Bell 25526 CR 18, Keenesburg, CO 80643 to be specifically identified by survey (the "**Grantor**").

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby grants and conveys to Grantee a subsurface easement ("**Easement**") for the purpose of disposing of approved EPA Class II oil and gas wastes, and locating, constructing, operating, maintaining, replacing, reclaiming, removing and abandoning an underground wellbore and bottom hole for said disposal well(s) under the real property located in WELD COUNTY, COLORADO described on **Exhibit A**, acknowledged, Grantor and Grantee agree as follows:

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.
2. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor and its successors and assigns any and all liability, loss, damages, claims, demands actions, causes of actions, including court cost and attorney's fees which may result from property damage, including violations of applicable environmental laws, or personal injury to, or death to person 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, demands actions causes of action, including court cost 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 insure 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.

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 insure that the surface of Grantor's property is maintained in its current state during the drilling 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.

Consideration. As one-time payment/consideration for the granting of the Easement, Grantee agrees to provide Grantor [REDACTED] (the "**Consideration**"). Payment shall be made directly from Grantee to the Grantor.

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

GRANTOR:

David E. Bell

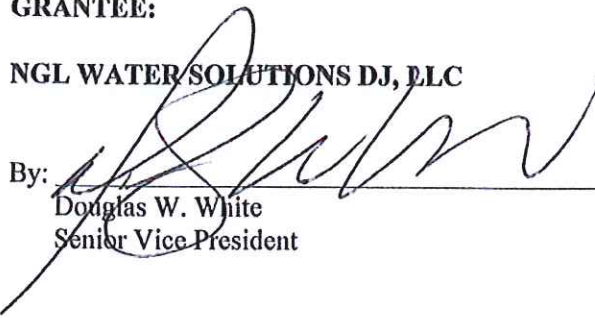
By: David E. Bell

Marie K. Bell

By: Marie K. Bell

GRANTEE:

NGL WATER SOLUTIONS DJ, LLC

By: 
Douglas W. White
Senior Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 3 day of March 2017, by David E. Bell.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 12-24-2020

Susan K Kitzman
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 3 day of March 2017, by Marie K. Bell.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 12-24-2020

Susan K Kitzman
Notary Public



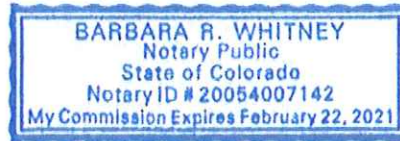
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2ND day of MARCH 2017, by
Douglas W. White as Senior Vice President of NGL Water Solutions DJ, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 2/22/2021

Barbara R. Whitney
Notary Public



NGL C5B - EASEMENT AGREEMENT MAP - BELL, DAVID & MARIE

