

SURFACE EASEMENT AND WATER DISPOSAL WELL AGREEMENT

This Agreement made this 19 day of Nov., 2013, by and between Patricia L. Montoya, (hereinafter referred to as "Owner") whose mailing address is 11897 Highway 12, Weston, CO 81091, and Pioneer Natural Resources USA, Inc., (hereinafter referred to as "Operator") whose mailing address is 1401 17th Street, Suite 1200, Denver, CO 80202. In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope. Owner is the surface and mineral owner of, among other lands, Lots 1, 2, 3 and 4, and the SE/4NW/4, less the south 26 acres of the SE/4NW/4 of Section 7, T33S-R67W, Las Animas County, Colorado (the "Surface"). Operator desires to drill, install, equip and operate a well on the Surface for the disposal of water produced in the operations of Operator within Las Animas County, Colorado, at a location in the SW/4NW/4 of Section 7, T33S-R67W (the "Disposal Well") as described in Exhibits "A-1" and "A-2" attached hereto. The purpose of this Agreement is to grant Operator the right to drill, install, equip and operate the Disposal Well and to grant an easement across the Surface for the laying of a pipeline to conduct water to the Disposal Well and for ingress to, egress from and across the Surface for all purposes necessary or convenient in connection with the drilling, installation, equipping, operating, and maintenance of the Disposal Well and the accompanying pipeline.
2. Easement and Surface Use. Owner hereby grants Operator an easement and Right-of-Way for a pipeline across the Surface, which pipeline shall commence at the Disposal Well and continue to the well sites listed in Exhibit "A". The pipeline constructed within this Right-of-Way shall be buried at least four (4) feet below the Surface. The Right-of-Way and Surface Use includes all rights necessary to install, construct, maintain, repair and operate the pipeline, including access across the Surface to the Disposal Well and access along the route of the pipeline, and further expressly includes the grant of rights to drill, install, equip, maintain and operate the Disposal Well at the location specified above.
3. Consent to Disposal. Owner agrees that Operator shall the right to dispose of water in the Disposal Well produced from the lands on which Operator conducts its oil and gas well drilling and producing operations and on lands pooled or unitized therewith.
4. Compensation. Upon execution hereof, Operator shall pay Owner a one-time payment of \$7,000.00 as compensation for surface damages associated with the construction of the Disposal Well pad, the pipeline, and ingress and egress to, from and along said pad and pipeline.
5. Term. This Agreement shall continue in full force and effect for as long as Operator continues to operate the Disposal Well and the accompanying pipeline. Upon termination of this Agreement, Operator shall have the right, but not the obligation, to remove all pipeline(s) or other personal property buried across the Surface or installed on or in the Disposal Well, but in any case shall reclaim the Surface in accordance with applicable laws, rules and regulations then in effect.
6. Miscellaneous.
 - a. Owner represents and warrants that it is the owner of the Surface and has the full right and authority to grant the rights hereunder.
 - b. Operator will conduct its operations on the Surface and in connection with the Disposal Well in accordance with all applicable laws, statutes, rules and regulations.
 - c. Owner shall not conduct any operations on the Surface so as to unreasonably interfere with Operator's rights hereunder.
 - d. Operator and Owner acknowledge that the terms of this agreement and all negotiations leading up to this agreement will be kept confidential. Owner

will not disclose any of these terms or negotiations to any third parties, unless such disclosure is made with the consent of Operator or in response to a court order. Should Owner disclose such terms to a third party not a party to this agreement, Owner will refund Operator the surface damage release payment received under this agreement.

- e. This Agreement will be construed in accordance with the laws of the State of Colorado.

In witness whereof, the parties have executed this Agreement the date first above written.

Owner:

Patricia L. Montoya
Patricia L. Montoya

Operator:

Pioneer Natural Resources USA, Inc.

By:

Betty Brownson
Betty Brownson, its Attorney-In-Fact

STATE OF Colorado)
COUNTY OF Weld) ss

On this 19th day of November, 2013, before me personally appeared Patricia L. Montoya, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires 2/15/15

Anita Norman
Notary Public



STATE OF COLORADO)
COUNTY OF DENVER) ss

On this 21st day of November, 2013, before me personally appeared Betty Brownson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires February 5, 2013

Carol A. Sears
Notary Public



Exhibit "A"

Alibi 23-2
Bruscher 13-5R
Burson 31-8R
Cody 44-11R
Cody 44-11V
Collister 31-17R
Crum 33-5R
Crum 33-5V
Djembe 21-12
Dunn 14-5R
Dunn 14-5V
Furu 23-6R
Graff 31-9R
Graff 31-9V
J & P 21-13R
J & P 24-12R
J & P 24-12V
J & P 33-12V
Keyton 41-7V
Kraft 23-17R
Leier 42-17R
McLeod 42-9R
Montoya 11-1V
Montoya 11-18R
Montoya 11-18V-B
Montoya 11-19V
Montoya 11-6R
Montoya 11-6V
Montoya 12-7R
Montoya 13-18R
Montoya 13-18V
Montoya 14-6R
Montoya 14-7R
Montoya 14-7V
Montoya 21-1R
Montoya 21-1V
Montoya 21-7R
Montoya 21-7V
Montoya 22-1R
Montoya 22-1V
Montoya 24-1R

Montoya 24-1V
Montoya 31-6R
Montoya 41-1R
Montoya 41-13R
Montoya 41-13V
Montoya 42-1R
Montoya 42-1V
Montoya 44-12R
Montoya 44-12V
North Fork Ranch 11-12V
North Fork Ranch 14-1R
North Fork Ranch 14-1V
Petrogulf 11-9V
Rullestad 13-12R
Rullestad 13-12V
Schedler 23-9R
Silva 22-6V
Silva 43-1R
Silva 43-1V
Smith 22-18V
Trebor 32-5R
Tyser 32-6R
Valejo 12-8R
Valejo 31-19V
Vallejo 44-5R
Vallejo 44-5V
Wood 31-2
Wood 43-2V
YWAM 23-7R
YWAM 23-7V
YWAM 32-7R
YWAM 32-7V

Exhibit "A-1"

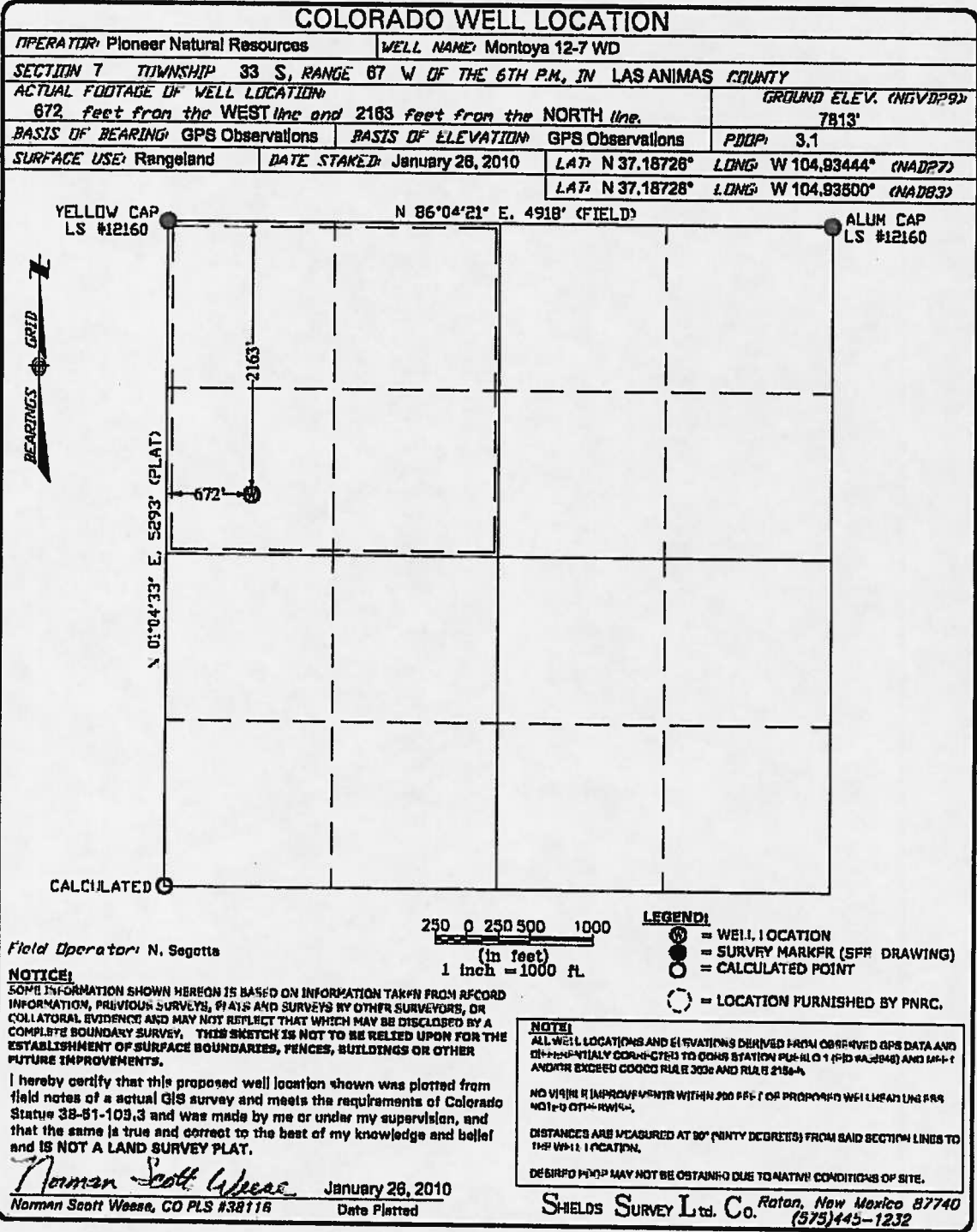


Exhibit "A-2"

