

SURFACE USE AND EASEMENT AGREEMENT

This Surface Use and Easement Agreement (“Agreement”) is entered into this 14 day of November, 2006 between John Lee Rohl and Lisa Gerios-Rohl, whose address is 4864 East Ashton Avenue, Castle Rock, CO 80301 (hereinafter “Surface Owner”) and Pioneer Natural Resources USA, Inc., whose address is 1401 17th Street, Suite 1200, Denver, Colorado 80202, its agents, affiliates, subcontractors, successors and assigns (hereinafter “Operator”).

RECITALS

A. The Surface Owner owns the surface estate and/or owns the right to grant easements throughout the surface estate of property located within the North Fork Ranch in Las Animas County, Colorado, described as follows and which is hereinafter referred to as the “Property”:

Township 32 South, Range 68 West

Section 26: Tract 54 of North Fork Ranch Phase 4 (Containing 41.59)

DIVIDE 14-26

B. Operator is the owner of mineral interests and/or oil and gas leasehold interests in and under the Property.

C. Operator plans to develop its mineral and leasehold interests by drilling and operating gas wells on or near the Property and within the North Fork Ranch.

D. This Agreement provides for and is limited to the protection of the surface estate of the Property while allowing for the prudent development of the oil and gas estate.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the Recitals, the parties agree as follows:

1. Operator shall consult in good faith with Surface Owner regarding the location of the well, equipment, access roads and flowline easements. If possible, Operator and Surface Owner will agree to the locations of each and will attach a map showing each location to attach to the agreement.
2. Operator shall notify Surface Owner in writing at least 30 days prior to the commencement of heavy equipment operations on the Property. All other notifications shall be in accordance with local, state and federal regulations and as agreed herein.
3. Compensation shall be paid to Surface Owner in accordance with the compensation schedule attached hereto as Exhibit A. The payment shall be made in full by Operator upon execution of this Agreement.

Wells

4. The locations for each well site on the Property shall utilize no more than .75 acres of land, unless more space is initially needed to create a usable level well pad in order to accommodate a Surface Owner's request to relocate well pad. The permanent size of well sites on the Property shall not exceed .75 acres. The location(s) of well sites shall be located as shown on Exhibit B, attached hereto, which may be the survey plat filed with the COGCC in connection with Operator's application for permit to drill. The surface area surrounding all wells shall be reclaimed to the standards of the COGCC for interim reclamation within a reasonable time and no later than 12 months after a well has been drilled. Final reclamation shall take place no later than 12 months after a well has been plugged and abandoned or sooner if required by the regulations of the COGCC.
5. If drilling pits are used, subject to owner's written request Operator shall install netting or field fencing in accordance with COGCC regulations that is sufficient to prevent hazards to humans, wildlife and migratory birds. Operator shall be solely responsible for mitigation of soil and groundwater contamination from Operator's operations. If drilling waste, other than drilling waste permitted to remain by the COGCC, is in pits, upon completion of the well, Operator shall remove such waste from pits and pits shall be reclaimed as close to their original condition as possible in accordance with the regulations of the COGCC. If mud is used in drilling, pit(s) shall be lined. Interim reclamation of pits shall include, at a minimum, the provisions contained in paragraph 10 and elsewhere in this Agreement. All pits shall be reclaimed to COGCC standards as soon as reasonably practicable and no later than 12 months after a well has been drilled.
6. Operator shall be fully bonded per COGCC regulations and insured with a surety liability bond which includes environmental protection throughout the life of the well and until final reclamation has been completed.
7. Operator shall use best efforts to prevent the spillage of oil and/or lubricants onto the well pad. In the event there is a spill, the spill area shall be reclaimed as soon as possible to state and federal standards.
8. Operator shall use best efforts to minimize disturbance to existing vegetation near the well site. Operator will prune rather than remove vegetation in instances where removal is not necessary.
9. Interim reclamation of well sites shall include, at a minimum, removal of construction or drilling waste materials, infill of pits and holes no longer necessary for the operation of the well, removal of compaction from the soil in areas no longer necessary for the operation of the well, by cross-ripping the soil to a depth of eighteen inches, replacement of soil in any other disturbed areas, reseeding, and revegetation. Subsidence in any reclaimed area shall be corrected by Operator adding additional soil. Soils set aside for infill of any pits shall be spread out to avoid a "hill like" appearance within the well site area, including knocking down berms after drilling and re-seeding berm areas per COGCC standards.
10. Produced water shall be pumped off the property. To the extent permitted under applicable laws, rules and regulations, Operator shall provide cisterns, or valves

on its water lines, at points selected by the Operator, and approved by the Association (which approval shall not be unreasonably withheld) along the produced water pipeline for fire fighting purposes by the Association and for purposes of road spreading by Operator. The location of cisterns or valves on Surface Owner's property or on Association property that is adjacent to Surface Owner's property shall be subject to the approval of Surface Owner. Operator makes no warranty or representation that sufficient water or water pressure will be available for fire suppression purposes.

11. Prior to commencement of drilling operations and at the Surface Owner's request, Operator shall, at its expense, have an independent expert perform a baseline test of existing water wells, creeks, reservoirs and springs on the Surface Owner's property, copies to be provided to Surface Owner. The baseline test shall measure, at a minimum:

- Carbonate
- Bicarbonate
- ppm of calcium, iron, magnesium, potassium and sodium
- Nitrate
- Sulfate
- Phosphate
- Zinc
- Copper
- Manganese
- Boron
- Chloride
- Total Dissolved Solids
- Hydroxide
- Methane (quantity and isotopic composition)
- Oil and grease
- Hardness (as CaCO₃ equiv., mg/L and grains/gallon)
- pH
- Conductivity (mmhos/cm)
- Lime (as CaCO₃, lbs/acre foot)
- Sodium Absorption Ratio (SAR)
- Adjusted Sodium Absorption Ratio (SARadj)
- Salinity Hazard
- Sodium Hazard, SAR
- Sodium Hazard, SARadj
- Total Alkalinity

12. Matters regarding quantity and flowrates of water sources on the Property have not been addressed by this Agreement.
13. In the event that the quality of the water produced from the above-referenced water well is materially damaged as a result of Operator's operations on the Surface Owner's property, Operator shall, at its expense, promptly repair or replace such water well. If Operator must repair or replace a water well because

of damage to water quality, then the Operator shall ensure that such water well produces at the quality shown by the testing described in paragraph 11 above.

14. Operator shall not, without the Surface Owner's prior written consent, use any water from existing water wells, reservoirs and springs on Surface Owner's property. Operator shall not disturb, interfere with, fill, or block any creek, reservoir, spring or other source of water on Surface Owner's property. In order to protect water wells, all gas wells shall be cased as per the requirements of the COGCC.
15. Final reclamation of the well site shall be done in accordance with the reclamation rules of the COGCC.
16. At such time as the productive capabilities of wells located on the Surface Owner's property are feasible for electric pumps, Operator shall electrify its wellsite operations, at its cost, so long as electricity is available within one-half mile of the applicable wellsite.
17. Portable chemical toilets shall be provided by Operator during drilling operations and at any other time when frequent and lengthy attendance by personnel is required. Toilets shall be regularly serviced and maintained at Operator's expense.

Access

18. Surface Owner grants necessary non-exclusive access easements to Operator as described on Exhibit B, attached to this Agreement. To the maximum extent practicable, existing roads shall be used by Operator to avoid new road construction.
19. Permanent access easements for roads, flowlines, cuts, fills, and shoulders shall not exceed twenty-five feet (25') in total width, with sixteen feet (16') in width for traveled surface. Temporary construction access shall be forty feet (40') maximum, with fifty feet (50') maximum at curves. Temporary construction access shall be limited to six months, except for emergency repairs. Operator shall use commercially reasonable efforts to minimize actual temporary construction access area used. Operator shall re-vegetate all areas of easement upon completion of construction outside the sixteen feet (16') wide travel area.
20. Surface damage to access easement areas shall be minimized. Operator agrees to repair, at Operator's costs, any damage caused by Operator to easements used for Operator's access. Operator shall be responsible, at its own expense, for any road construction, improvements and culverts and culvert replacements necessary to support heavy truck traffic and for all maintenance on roads used by Operator. In those instances where roads cross fence lines, cattle guards and/or braced gates shall be installed at the sole cost and expense of Operator.

21. Access easements used by Surface Owner and Operator must remain safe and passable, even while under construction.
22. Operator shall provide Surface Owner with an as-built survey showing the length of all roads and flowlines promptly after their construction or improvement.
23. To the extent practicable, the topsoil horizon, or the top six inches of soil, whichever is deeper, shall be segregated and stockpiled separately at all excavations pursuant to COGCC regulations. Erosion control, including but not limited to netting, mulching, re-seeding and weed control, must be put in place for any construction activities. Water bars shall be constructed on road grades or slopes to avoid erosion. Spacing of water breaks is dependent on slope and soil type. Culverts shall be placed in low areas for proper drainage.
24. Road construction that requires cuts-and-fills shall be minimized to the maximum extent possible.
25. Roads constructed by Operator which are not required for routine operation and maintenance of producing wells and ancillary facilities, and disturbed areas associated with permanently plugged and abandoned wells, shall be permanently closed, re-contoured, reclaimed, and re-vegetated or the Operator may, at the discretion of the Surface Owner, turn the road over to the Surface Owner.
26. When conditions allow, roads through timbered areas shall take a curvilinear path to reduce sight distances.
27. At the request of Surface Owner, Operator shall construct, maintain and use access gates at all entrance points to the property of the Surface Owner used by Operator. Operator shall ensure that such gate is closed and locked after each use.

Flowlines and Pipelines

28. Surface Owner hereby grants to Operator the non-exclusive right, privilege and easement to locate, survey route, construct, entrench, maintain, protect, operate, inspect, repair, re-size and replace pipeline(s), gathering line(s), produced water line(s), and appurtenances thereto, which may include above and below ground valves, drips, meters, wire leads, markers, locators, and other surface structures or facilities which are essential to the operation of the pipeline(s), gathering line(s), and produced water line(s), for the purpose of transporting oil, gas, water, or other substances which may be transported through a pipeline regardless of their kind or nature, on, over, under, across the Property (collectively the "Flowlines"). Such easement shall be evidenced by the execution of the Easement Agreement attached as Exhibit C, and any easements for Flowlines or pipelines for produced water shall be located within the access easement(s) as shown on Exhibit C, and shall be constructed, maintained, abandoned and reclaimed by Operator to the standards of both the State of Colorado and the Surface Use and Easement

Agreement between North Fork Ranch Landowners Association, Inc. and Pioneer Natural Resources USA, Inc. dated January 23, 2006.

General

29. All trees removed for construction must be removed from the Property, or bucked up for firewood and left on site pursuant to the Surface Owner's request.
30. All slash and debris must be removed within two weeks of cutting.
31. Receipt stations and compression facilities shall not be installed on the Property.
32. Operator shall ensure that sound levels from well sites shall not exceed the maximum levels established, from time to time, by the COGCC at property lines or home sites. In addition, to further minimize sound levels, Operator, at its own expense, shall install hospital grade mufflers and sound absorbent panels around its facilities, such equipment to be installed in accordance with manufacturer's specifications in order to achieve the lowest possible sound levels. Operator's use of such sound mitigating equipment shall not excuse Operator from having to achieve lower sound levels if a rule requiring lower levels is promulgated by the COGCC, as long as such new rule applies to Operator's operations.
33. Absent the Surface Owner's consent, Operator's equipment and materials shall not be stacked, stored or maintained on the Surface Owner's property other than that necessary for use in connection with pending operations on Surface Owner's property.
34. Long-term visual impacts shall be minimized by painting exterior surfaces in earth tones consistent with the area, re-contouring and re-vegetating disturbed areas no longer needed for operations with plant species native to the region.
35. The topsoil horizon, or the top six inches of soil, whichever is deeper, shall be segregated and stockpiled separately at all excavations, as per the requirements of the COGCC. Access, Flowlines, pipelines and well site(s) shall be designed and constructed in a manner that minimizes disturbed area. Steep slopes shall be avoided to the extent reasonably possible, and deep cut and fills shall be constructed to the least possible slope, pursuant to COGCC regulations.
36. Timely re-contouring and re-seeding, with plant species native to the region, of disturbed areas shall be required to limit runoff from disturbed areas that could cause sediment concentrations in surface waters to rise over present levels.
37. Operator shall use commercially reasonable efforts to avoid areas of highly erosive soils when locating well sites, access routes, and flowline routes in an

effort to substantially reduce the amount of soil loss as required by COGCC regulations, unless otherwise requested by Surface Owner.

38. Operator shall complete construction activities, including drilling and other activities requiring the use of heavy equipment, no more than six (6) months after the time of commencement, except that Operator may engage in maintenance and re-work as required.
39. In the event that either Association or Operator fails to comply with any right, duty or obligation hereunder, the non-defaulting party shall so notify the defaulting party in writing. The defaulting party shall correct the default within thirty (30) days from the receipt of said written notice, or if the default is such that it cannot be corrected within that 30-day period, the defaulting party shall commence the correction within the 30-day period and shall thereafter diligently pursue such correction. The foregoing time limits are subject to delays occasioned by causes or conditions not within the reasonable control of the defaulting party. If the defaulting party fails to take the corrective actions within the times set forth above, it shall be deemed in "Default", under this Agreement, and the non-defaulting party shall have the right to enforce the provisions of this Agreement in law or in equity along with any other rights and remedies, including attorneys' fees, provided under the laws of the State of Colorado.
40. Operator's access and activities shall be limited to normal workdays and normal daylight working hours only, except in the case of an emergency or during drilling, re-working, fracing, workover and completion activities; and further provided, Operator's pumper or foreman shall have the right to access hereunder, during normal daylight working hours, on non-workdays for well inspections and routine maintenance. When Operator's drilling activities are within 1 mile by line of sight of Surface Owner's existing residence and/or cause noise levels to exceed maximum levels set by the COGCC, Operator will provide short term alternative lodgings for Surface Owner.
41. Operator agrees to defend, indemnify and hold Surface Owner harmless from any and all third party claims, demands or judgments connected with Operator's use of the Property.
42. Operator shall pay all additional taxes that may be assessed against the Property by reason of any improvements placed thereon by Operator.
43. Surface Owner agrees that Operator may file in the county records a "Memorandum of Surface Use Agreement" to provide third party notice of the existence of this Agreement. Except for the recording of such Memorandum, Surface Owner agrees to keep all terms and conditions of this Agreement confidential.
44. It is hereby agreed and understood by the parties hereto that this Agreement shall not alter and/or supercede the rights of the Operator under the oil and gas lease(s)

or mineral rights covering the Property, except surface use rights as specifically described herein.

45. This Agreement shall supersede all preceding surface agreements related to gas development, if any, executed by Surface Owner and Operator or any of Operator's predecessors in interest covering the Property.
46. Unless otherwise agreed by Surface Owner, the rights and obligations granted by Surface Owner to Operator under this Agreement shall terminate when operations cease to exist, as determined in good faith by Operator, or when the underlying lease is terminated, whichever occurs sooner. Upon termination or surrender of this Agreement, and at Surface Owner's request, Operator will execute and deliver to Surface Owner a good and sufficient recordable release of all of Operator's rights under this Agreement.
47. All express and implied covenants of this Agreement shall be subject to all federal, state, county or municipal laws, executive orders, rules and regulations, and Operator's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or is in conflict with federal, state, county or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, and this Agreement shall not be terminated in whole or in part, nor Operator held liable for damages for failure to comply with any such obligations or covenants, if compliance therewith is prevented by, or is in conflict with, any of the foregoing eventualities.
48. Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in the U.S. Mail, postage prepaid, with a courtesy copy sent via facsimile or e-mail if immediate action is desired, addressed to each of the following:

If to Operator:

Pioneer Natural Resources USA, Inc.
1401 17th Street, Suite 1200
Denver, Colorado 80202
Attention: Mike Hinson

If to Surface Owner:

John Lee Rohl and Lisa Gerios-Rohl
4864 East Ashton Avenue
Castle Rock, CO 81301

Any party may, by written notice so delivered to the other party, change the address or individual to which delivery shall thereafter be made.

49. This Agreement, which incorporates the Exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Surface Owner and Operator concerning this Agreement, and no representations or statements, either verbal or

written, have been made between Surface Owner and Operator which modify, add to, or otherwise change the terms of this Agreement. All modifications and amendments to this Agreement of every nature and kind shall only be made in writing, signed by both Surface Owner and Operator.

- 50. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and to their respective employees, contractors, subcontractors, affiliates, subsidiaries, agents, heirs, lessees, successors, legal representatives and assigns.
- 51. This Agreement shall be construed in accordance with the laws of the State of Colorado.
- 52. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**PIONEER NATURAL
RESOURCES USA, INC.**



By: Betty Brownson
Its: Attorney-in-Fact

SURFACE OWNERS:



John Lee Rohl


Lisa Gerios-Rohl

LIST OF EXHIBITS

EXHIBIT A	COMPENSATION SCHEDULE
EXHIBIT B	WELL SITES AND ACCESS ROADS
EXHIBIT C	EASEMENT AGREEMENT

EXHIBIT A

This Compensation Schedule is entered into between the John Lee Rohl and Lisa Gerios-Rohl ("Surface Owner") and Pioneer Natural Resources Corporation ("Operator") this 14 day of November, 2006 and supplements the Surface Use and Easement Agreement between the parties of even date herewith ("SUEA").

Compensation for use of property owned by the Surface Owner shall be paid by the Operator for use of said property in accordance with the following schedule. All payments shall be made in the form check from Operator.

In consideration of the easements granted by the Surface Owner in the SUEA, Operator agrees as follows:

1. A payment of [REDACTED] per rod will be made to the Surface Owner upon execution of the SUEA for the use of flowline easements and Surface Owner roads.
2. A payment of [REDACTED] for each well site located on the property.
3. Operator assumes the responsibility for maintenance of roads used for accessing and developing the mineral estate underlying Surface Owner's property. This maintenance shall include, but not be limited to: grading, resurfacing and watering for dust suppression.
4. Penalty for additional damage by Operator, outside the scope described in this schedule, to Surface Owner property shall be [REDACTED] per acre or fraction thereof, per occurrence, payable by Operator to the Surface Owner.
5. As an alternative to a specific calculation of damages, the Surface Owner may demand liquidated damages if Operator is in "Default" as specified in Section 39 of the SUEA at [REDACTED] per day per each Default, during the period that Operator is in Default, which the parties agree will be a reasonable estimate of actual damages; except that if Operator is in default of a material environmental violation, then the 30-day period referred to in Section 39 of the SUEA shall be reduced to a 15-day period.

6. THE CHECK FOR THE COMPENSATION SCHEDULE REFERRED HERE WITHIN IS TO BE MADE OUT TO "ALARIC LEE ROHL". W-9 SUBMITTED ACCORDINGLY.

This Compensation Schedule shall be binding upon the successors and assigns of the parties and upon any person or entity which acquires an interest in all or any portion of the Property.

This Compensation Schedule may be executed in counterparts.

**PIONEER NATURAL
RESOURCES USA, INC.**


By: Betty Brownson
Its: Attorney-In-Fact

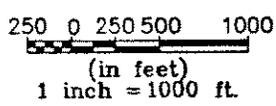
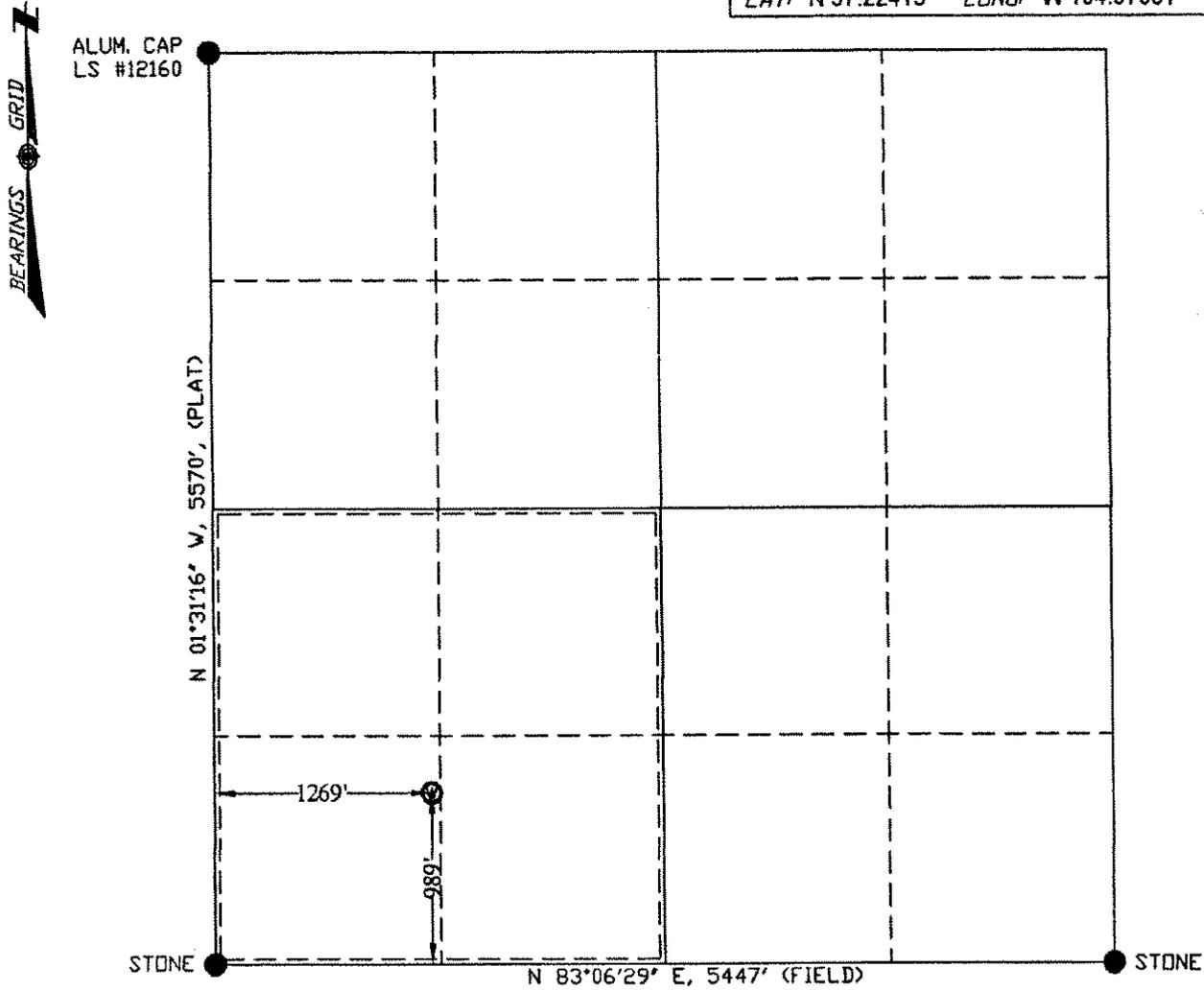
SURFACE OWNERS:


John Lee Rohl

Lisa Gerios-Rohl

COLORADO WELL LOCATION

OPERATOR: Pioneer Natural Resources		WELL NAME: Divide 14-26	
SECTION 26 TOWNSHIP 32 S, RANGE 68 W OF THE 6TH P.M., IN LAS ANIMAS COUNTY			
ACTUAL FOOTAGE OF WELL LOCATION: 1269 feet from the WEST line and 989 feet from the SOUTH line.			GROUND ELEV. (NGVD29): 8217'
BASIS OF BEARING: GPS Observations	BASIS OF ELEVATION: GPS Observations		PDDP: 2.5
SURFACE USE: Timber	DATE STAKED: May 15, 2006	LAT: N 37.22412°	LONG: W 104.96975° (NAD27)
		LAT: N 37.22413°	LONG: W 104.97031° (NAD83)



- LEGEND:**
- W = WELL LOCATION
 - = SURVEY MARKER (SEE DRAWING)
 - = CALCULATED POINT
 - = LOCATION FURNISHED BY PNRC.

Field Operator: R. Coberly

NOTICE:
SOME INFORMATION SHOWN HEREON IS BASED ON INFORMATION TAKEN FROM RECORD INFORMATION, PREVIOUS SURVEYS, PLATS AND SURVEYS BY OTHER SURVEYORS, OR COLLATORAL EVIDENCE AND MAY NOT REFLECT THAT WHICH MAY BE DISCLOSED BY A COMPLETE BOUNDARY SURVEY. **THIS SKETCH IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF SURFACE BOUNDARIES, FENCES, BUILDINGS OR OTHER FUTURE IMPROVEMENTS.**

I hereby certify that this proposed well location shown was plotted from field notes of a actual GIS survey and meets the requirements of Colorado Statue 38-51-109.3 and was made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief and **IS NOT A LAND SURVEY PLAT.**

Lee Shields May 16, 2006
Lee Shields, CO.PLS #37960 Date Platted

NOTE:
ALL WELL LOCATIONS AND ELEVATIONS DERIVED FROM OBSERVED GPS DATA AND DIFFERENTIALLY CORRECTED TO CORS STATION PUEBLO 1 (PID #AJ6946) AND MEET AND/OR EXCEED COGCC RULE 303c AND RULE 215a-h.

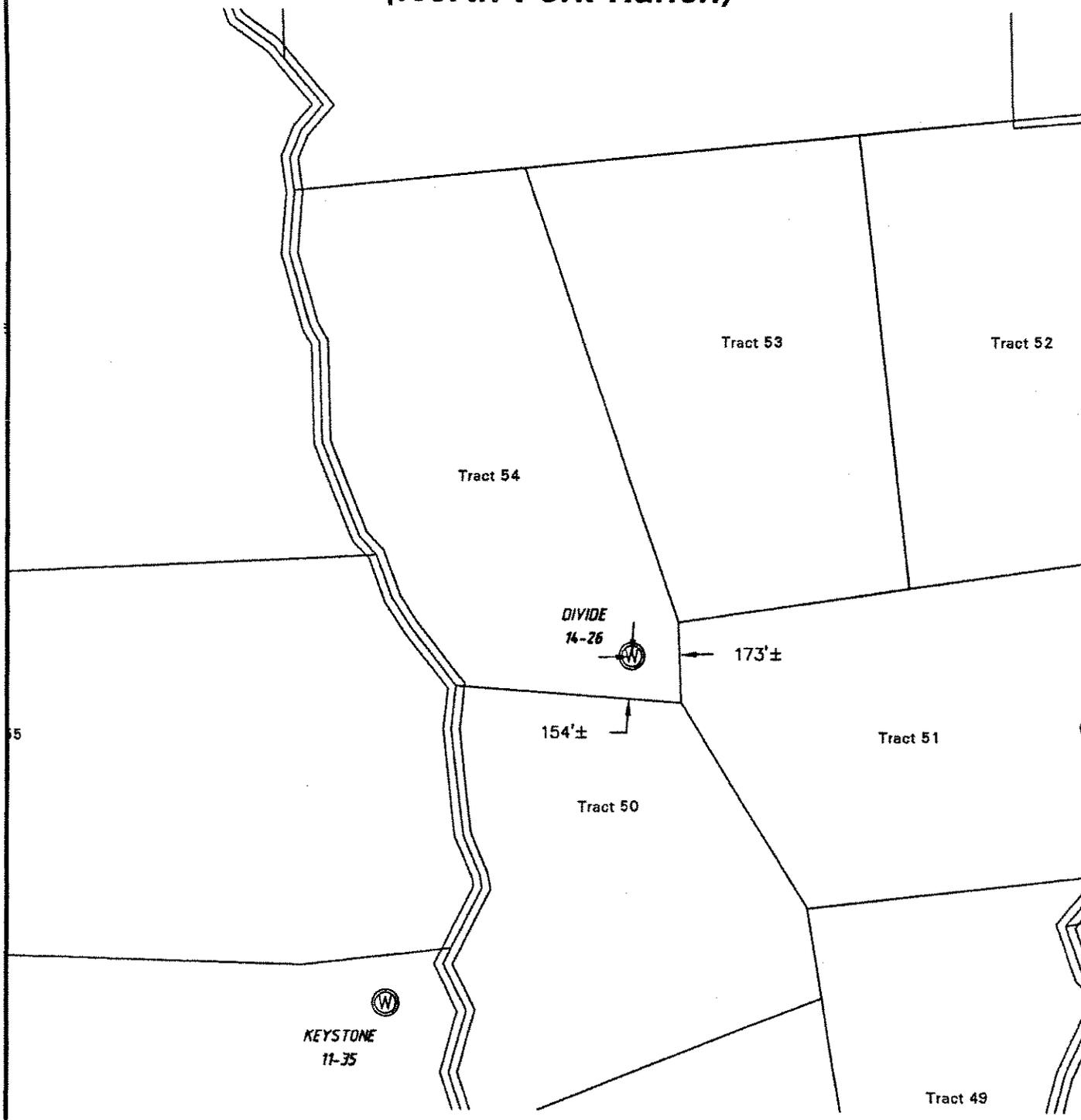
NO VISIBLE IMPROVEMENTS WITHIN 200 FEET OF PROPOSED WELLHEAD UNLESS NOTED OTHERWISE.

DISTANCES ARE MEASURED AT 90° (NINETY DEGREES) FROM SAID SECTION LINES TO THE WELL LOCATION.

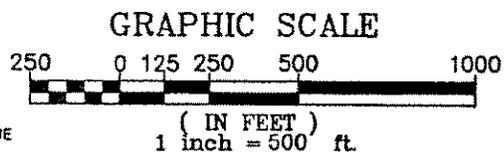
DESIRED PDDP MAY NOT BE OBTAINED DUE TO NATIVE CONDITIONS OF SITE.

SHIELDS SURVEY Ltd. Co. Raton, New Mexico 87740
(505)445-1232

Divide 14-26 (North Fork Ranch)



NOTE:
FOOTAGES GIVEN ARE ONLY ESTIMATES BASED ON
SUBDIVISION PLATS AND TIED TO EXISTING CONTROL. A
FULL BOUNDARY SURVEY IS REQUIRED TO DETERMINE TRUE
SUBDIVISION LOT LOCATIONS AND DISTANCES.

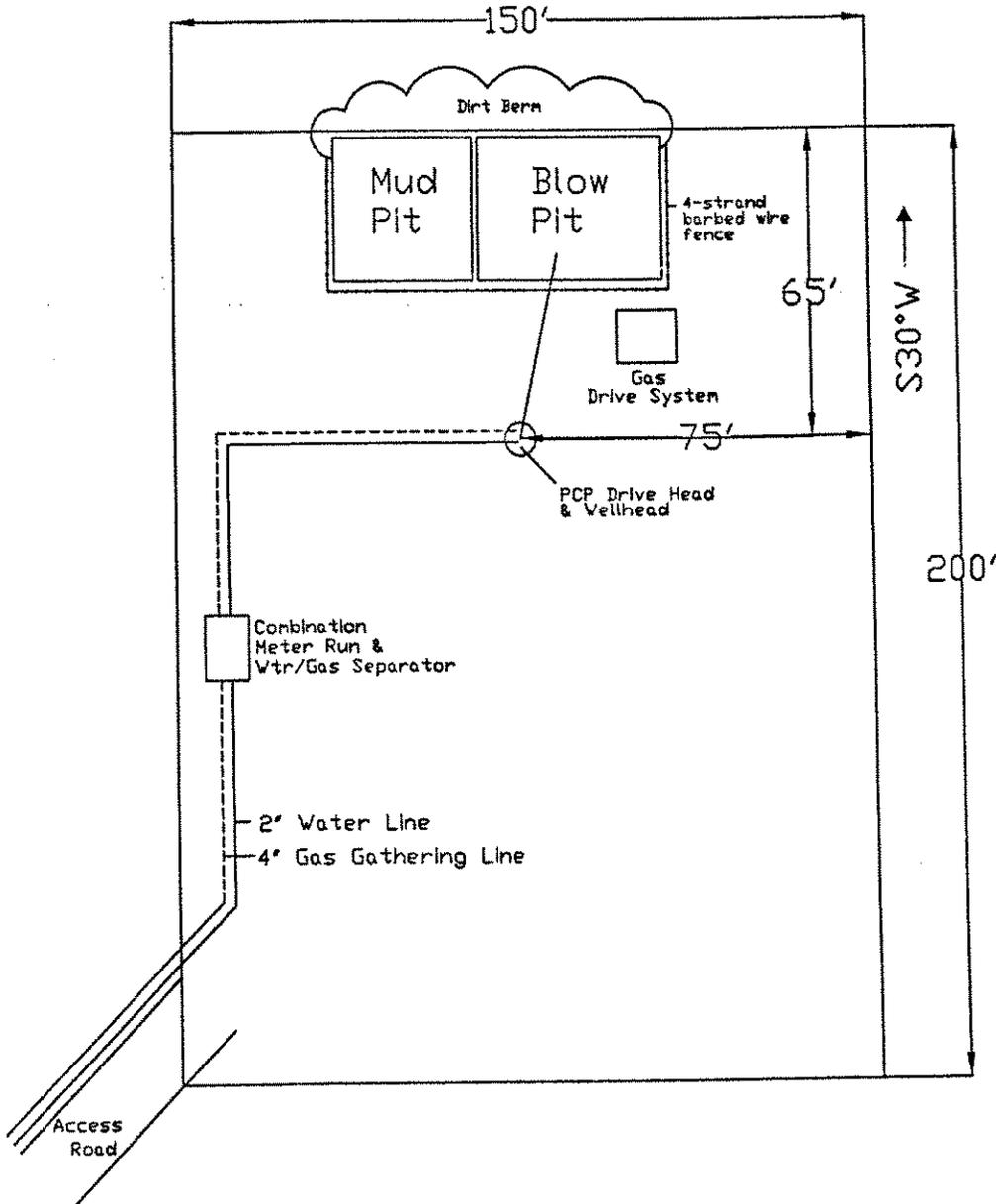


SHIELDS SURVEY Ltd. Co.
Raton, New Mexico 87740
(505)445-1232

PIONEER NATURAL RESOURCES USA, INC.
 WELLSITE/PRODUCTION EQUIPMENT LAYOUT
 DIVIDE #14-26
 NWSW Section 26, T32S-R68W
 Las Animas County, Colorado

Exhibit B

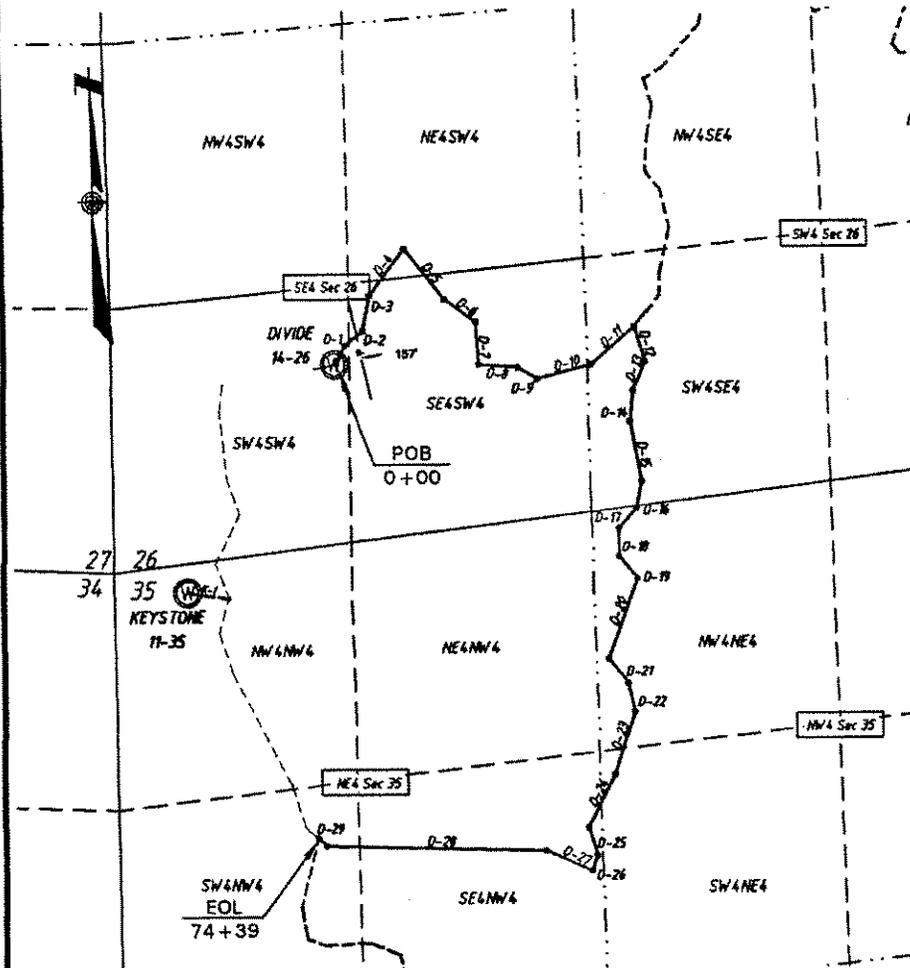
Note: Mud & Blow Pits will be converted to unlined evaporation pits for production



Note:
 Approx. Scale 1"=40'
 Water Line _____
 Gas Line _____

5/15/06

PROPOSED R.O.W. for Divide 14-26



SE4SE4 RECEIVED
MAY 22 2006

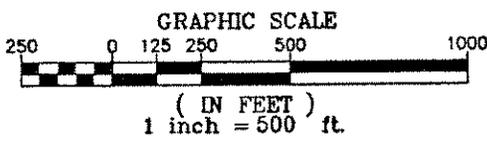
DIVIDE LINE TABLE		
LINE	BEARING	LENGTH
D-1	N31°59'11"E	121
D-2	N52°32'48"E	131
D-3	N11°08'47"E	199
D-4	N38°08'03"E	328
D-5	S38°32'52"E	355
D-6	S54°15'18"E	216
D-7	S02°39'20"E	236
D-8	S85°37'40"E	222
D-9	S59°40'34"E	126
D-10	N75°42'49"E	314
D-11	N50°05'06"E	324
D-12	S15°38'03"E	200
D-13	S22°13'49"W	172
D-14	S05°56'20"W	174
D-15	S10°42'56"E	335
D-16	S11°46'10"W	154
D-17	S42°53'34"W	152
D-18	S00°28'36"E	155
D-19	S40°24'43"E	161
D-20	S20°34'05"W	478
D-21	S39°22'48"E	169
D-22	S11°50'28"E	166
D-23	S17°36'44"W	366
D-24	S27°31'17"W	336
D-25	S16°52'47"E	161
D-26	S18°58'29"W	89
D-27	N66°28'58"W	280
D-28	N88°36'30"W	1238
D-28	N46°24'15"W	81
Total		7439

Divide 14-26 ROW Table						
Sec - Township - Range	X Section	Width	Feet	Rods	Miles	Acres
26 - T32S - R68W	SW4SW4	60	155	9.4	0.03	0.21
26 - T32S - R68W	SE4SW4	60	410	24.8	0.08	0.56
26 - T32S - R68W	NE4SW4	60	398	24.1	0.08	0.55
26 - T32S - R68W	SE4SW4	60	1258	76.2	0.24	1.73
26 - T32S - R68W	SW4SE4	60	1372	83.2	0.28	1.89
35 - T32S - R68W	NW4NE4	60	1512	91.6	0.29	2.08
35 - T32S - R68W	SW4NE4	60	330	20.0	0.06	0.45
35 - T32S - R68W	SE4NW4	60	1734	105.1	0.33	2.39
35 - T32S - R68W	SW4NW4	60	270	16.4	0.05	0.37
TOTAL			7439	450.8	1.41	10.25

- LEGEND:
- ⊙ = WELL LOCATION
 - = PROPOSED R.O.W.
 - - - = EXISTING R.O.W.
 - = SECTION LINES
 - = CALCULATED SECTION LINES
 - = CALCULATED 1/4 SECTION LINES
 - = CALCULATED 1/16 SECTION LINES

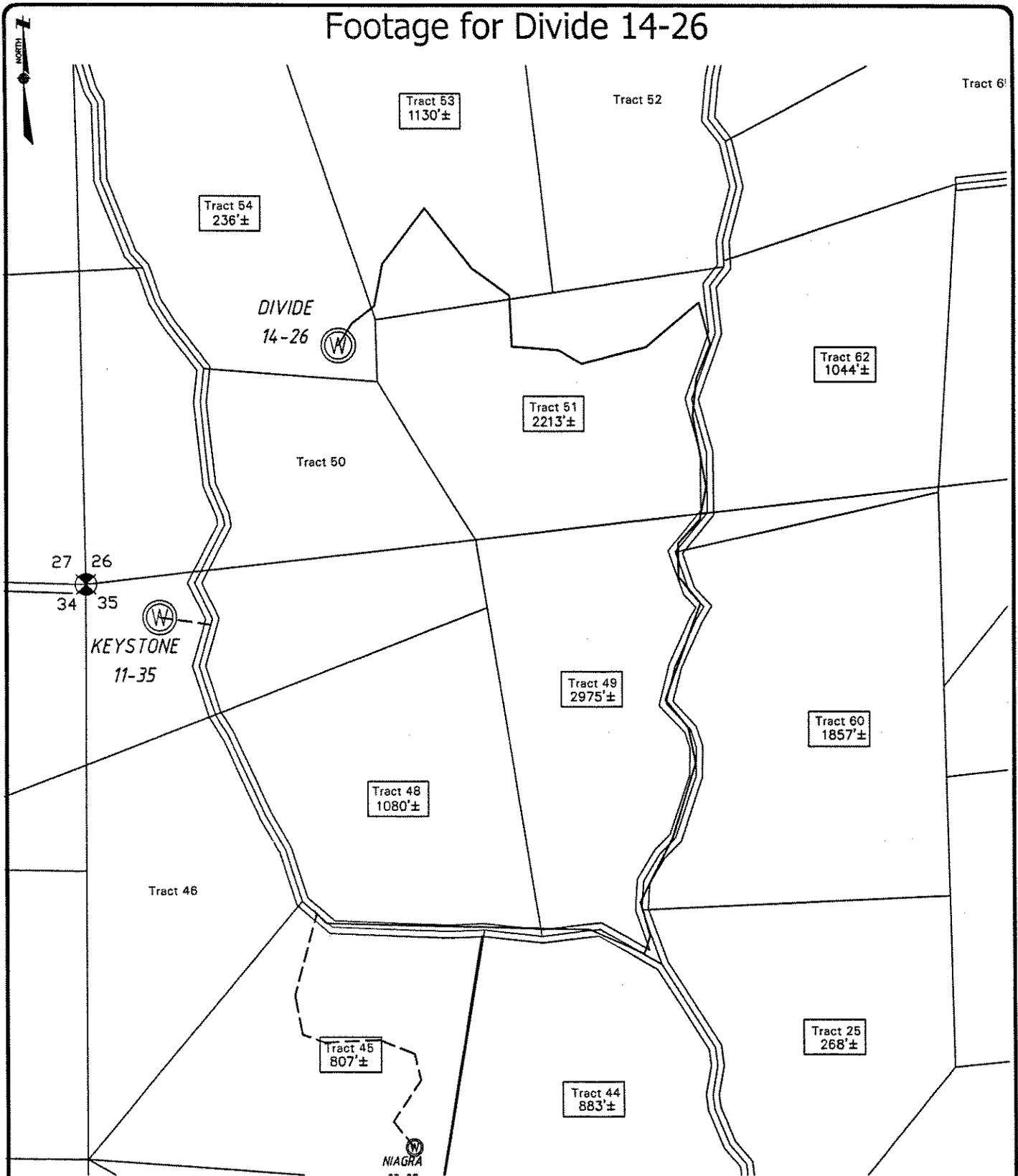
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Lee Shields
Lee Shields, CO PLS #37960
Date Platted May 16, 2006

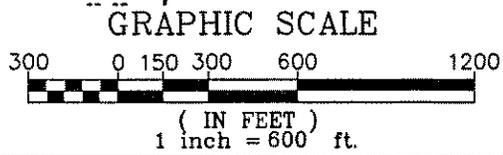


Pioneer Natural Resources USA, Inc.
PROPOSED ROW LOCATION
for
Divide 14-26
Sec 26, T32S, R68W 6th P.M.
Las Animas County, Colorado
SHIELDS SURVEY Ltd. Co.
Raton, New Mexico 87740
(505)445-1232

Footage for Divide 14-26



NOTE:
 FOOTAGES GIVEN ARE ONLY ESTIMATES BASED ON
 SUBDIVISION PLATS AND TIED TO EXISTING
 CONTROL. A FULL BOUNDARY SURVEY IS
 REQUIRED TO DETERMINE TRUE SUBDIVISION LOT
 LOCATIONS AND DISTANCES.



SHIELDS SURVEY L^{td.} Co.
 Raton, New Mexico 87740
 (505)445-1232

EXHIBIT C

EXHIBIT "C"
PIPELINE AND ACCESS EASEMENT

KNOW ALL BY THESE PRESENTS:

That John Lee Rohl and Lisa Gerios-Rohl, hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey and warrant unto **Pioneer Natural Resources USA, Inc.**, having an office at 1401 17th Street, Suite 1200, Denver, Colorado 80202, and to its successors and assigns, hereinafter referred to as Grantee, the non-exclusive right, privilege and easement ("Easement") for the purpose of locating and surveying pipeline routes, and for constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing one or more pipelines and appurtenant facilities, including without limitation above and below ground valves, meters, pigging equipment, wireleads, communications lines, power lines, cathodic protection equipment and markers, and other facilities necessary or desirable in connection with the purposes herein, all for the handling, gathering and movement of oil, natural gas, including coalbed methane, water, or other substances which may be transported through a pipeline regardless of their kind or nature, and the constituents contained therein, in, over, across, under and upon the following lands in LAS ANIMAS COUNTY, COLORADO, to-wit:

SEE EXHIBIT A, ATTACHED HERETO

The Easement granted hereby is more specifically identified as a strip of land measuring 25 feet in width, with a width for traveled surface of 16 feet in width. The location and dimensions of the Easement shall be established by a survey which shall be attached hereto as Exhibit "A" and made a part hereof either upon execution hereof or upon construction of the initial pipeline hereunder, and shall be modified upon construction of each additional pipeline hereunder.

In addition to the foregoing, Grantor does hereby grant, convey and warrant unto Grantee, the non-exclusive right, privilege and easement of access on and across the existing roads of Grantor for use in Grantee's drilling and operations conducted on the Grantor's property as well as upon other lands in the vicinity of Grantor's property.

TO HAVE AND TO HOLD unto Grantee, together with all the rights, benefits and privileges necessary and convenient for the full use and enjoyment of the rights herein granted. Grantor retains the right to use and enjoy the lands contained within the Easement except as Grantor's use and enjoyment may interfere with or create a potential hazard to the rights herein granted to Grantee, it being understood and agreed that Grantor shall not place any obstruction within or conduct any activities upon the Easement which could potentially interfere with the normal operation and maintenance of the pipelines and associated equipment and facilities.

It is further agreed as follows:

1. This Easement is made subject to all of the terms and conditions set forth in that certain Surface Use and Easement Agreement between Grantor and Grantee, dated January 23, 2006 (the "SUEA"); all the terms of which are incorporated herein by this reference. To the extent of any inconsistency between the terms hereof and the terms of the SUEA, the terms of the SUEA shall control.

2. During construction, repair, replacement or removal, Grantee shall have the right to use a strip of land totaling not more than forty feet (40') in width, except at curves of the Easement, at which the use of fifty feet (50') in width is permitted.

3. It is understood and agreed by the parties that the consideration recited above and set forth in the SUEA and Compensation Schedule covers not only the Easement granted herein, but also fully compensates Grantor for all reasonable and ordinary damages caused by, associated with and otherwise incurred in connection with the construction of the pipelines.

4. The rights of the parties may be assigned in whole or in part.

5. This Easement shall be covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

6. The rights and obligations granted by Grantor to Operator under this Easement shall terminate when operations cease to exist, as determined in good faith by Operator, or when the underlying lease is terminated, whichever occurs sooner. Upon termination or surrender of this Easement, and at Association's request, Operator will execute and deliver to Grantor a good and sufficient recordable release of all of Operator's rights under this Easement.

Dated this 23RD day of DECEMBER, 2006.

Grantor:



John Lee Rohl



Lisa Gerios-Rohl

Pioneer Natural Resources USA, Inc.

By: Betty Brownson

Its: Attorney-In-Fact

STATE OF Colorado)
)
COUNTY OF Douglas)

ss.

The foregoing instrument was acknowledged before me this 23 day
of February, 2006 by John Lee Rohl and Lisa Gerios-Rohl.



Witness my hand and seal.

My Commission Expires 07/17/2009

My Commission Expires: 7/17/2009

Robin L Hammel
Notary Public

STATE OF COLORADO)
)
COUNTY OF DENVER)

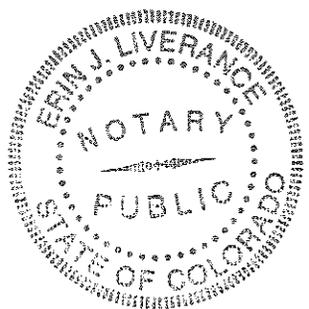
ss.

The foregoing instrument was acknowledged before me this 1 day
Of February, 2007 by Betty Brownson as
Attorney-In-Fact of the Pioneer Natural Resources USA, Inc.

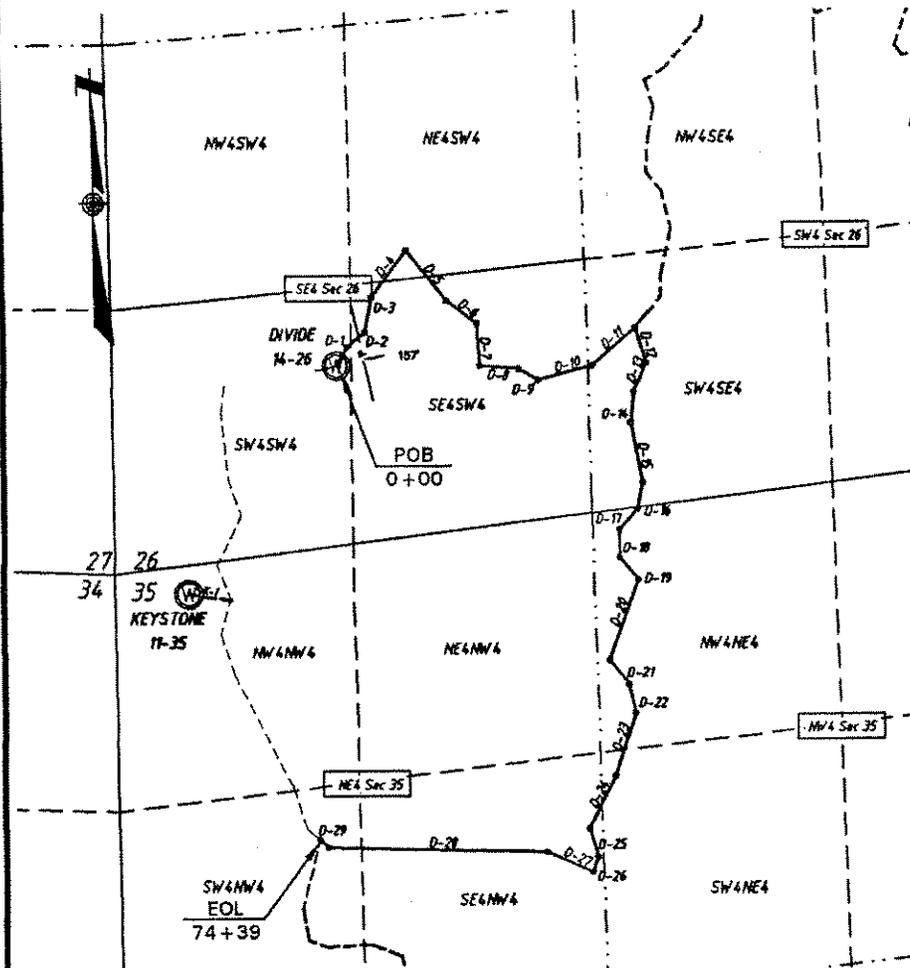
Witness my hand and seal.

My Commission Expires: 9-19-07

Erin Liverance
Notary Public



PROPOSED R.O.W. for Divide 14-26



SE4SE4 RECEIVED
MAY 22 2006

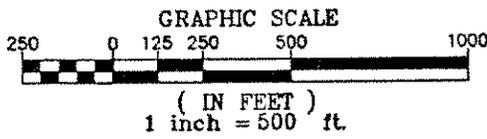
DIVIDE LINE TABLE		
LINE	BEARING	LENGTH
D-1	N31°59'11"E	121
D-2	N52°32'48"E	131
D-3	N11°08'47"E	199
D-4	N38°08'03"E	328
D-5	S38°32'52"E	355
D-6	S54°15'18"E	216
D-7	S02°39'20"E	236
D-8	S85°37'40"E	222
D-9	S59°40'34"E	126
D-10	N75°42'49"E	314
D-11	N50°05'06"E	324
D-12	S15°38'03"E	200
D-13	S22°13'49"W	172
D-14	S05°56'20"W	174
D-15	S10°42'58"E	335
D-16	S11°46'10"W	154
D-17	S42°53'34"W	152
D-18	S00°28'36"E	155
D-19	S40°24'43"E	161
D-20	S20°34'05"W	478
D-21	S39°22'48"E	169
D-22	S11°50'28"E	166
D-23	S17°36'44"W	366
D-24	S27°31'17"W	336
D-25	S16°52'47"E	161
D-26	S18°58'29"W	89
D-27	N66°28'58"W	280
D-28	N88°36'30"W	1238
D-29	N46°24'15"W	81
Total:		7439

Divide 14-26 ROW Table						
Sec - Township - Range	1/4 Section	Width	Feet	Rods	Miles	Acres
26 - T32S - R68W	SW4SW4	60	155	9.4	0.03	0.21
26 - T32S - R68W	SE4SW4	60	410	24.8	0.08	0.56
26 - T32S - R68W	NE4SW4	60	398	24.1	0.08	0.55
26 - T32S - R68W	SE4SW4	60	1258	76.2	0.24	1.73
26 - T32S - R68W	SW4SE4	60	1372	83.2	0.26	1.89
35 - T32S - R68W	NW4NE4	60	1512	91.6	0.29	2.08
35 - T32S - R68W	SW4NE4	60	330	20.0	0.06	0.45
35 - T32S - R68W	SE4NW4	60	1734	105.1	0.33	2.39
35 - T32S - R68W	SW4NW4	60	270	16.4	0.05	0.37
TOTAL			7439	450.8	1.41	10.25

- LEGEND:
- ⊙ = WELL LOCATION
 - = PROPOSED R.O.W.
 - - - = EXISTING R.O.W.
 - = SECTION LINES
 - - - = CALCULATED SECTION LINES
 - · — · — = CALCULATED 1/4 SECTION LINES
 - - - · - - - = CALCULATED 1/16 SECTION LINES

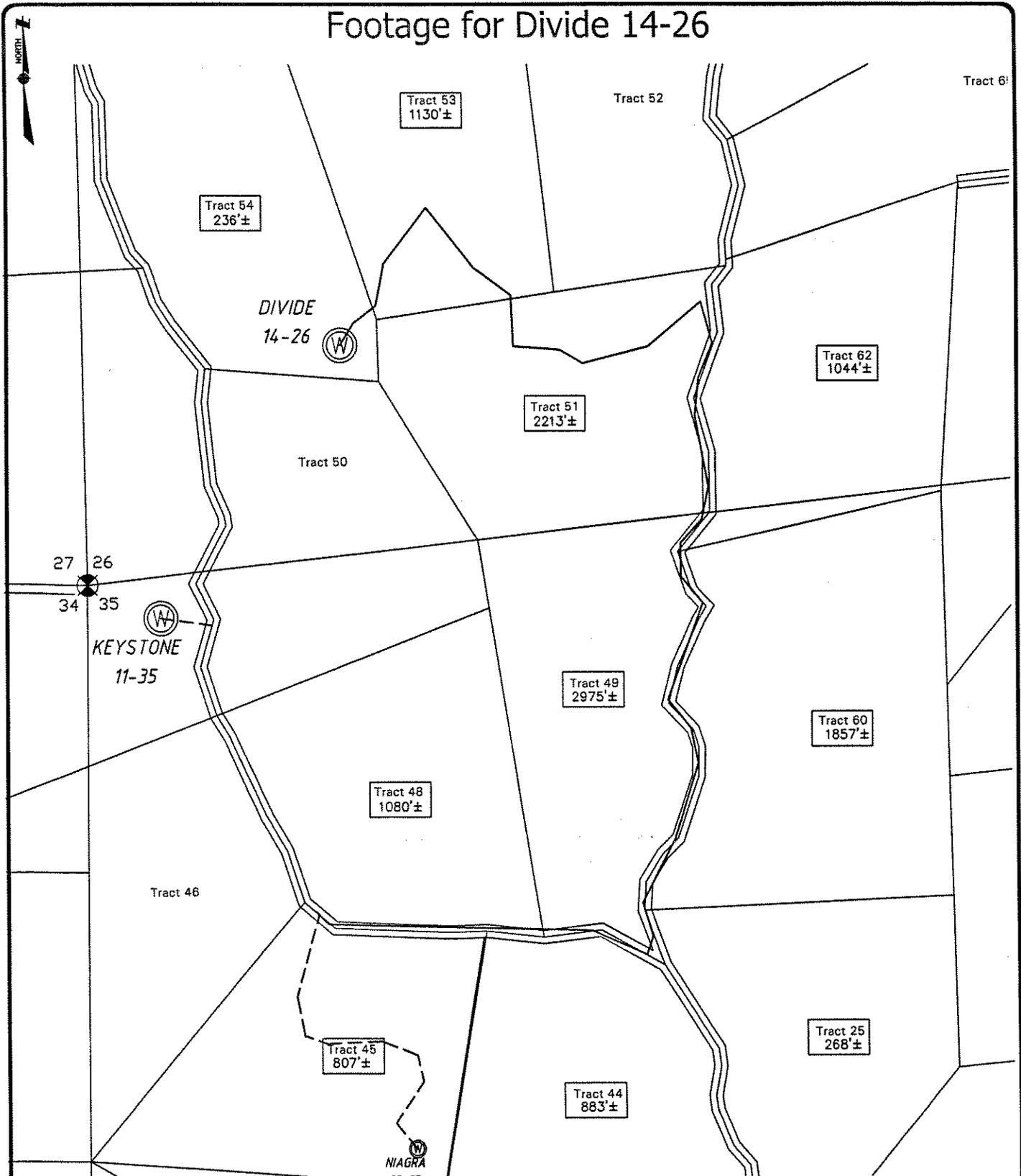
NOTICE:
SOME INFORMATION SHOWN HEREON IS BASED ON INFORMATION TAKEN FROM RECORD INFORMATION, PREVIOUS SURVEYS, PLATS AND SURVEYS BY OTHER SURVEYORS, OR COLLATORAL EVIDENCE AND MAY NOT REFLECT THAT WHICH MAY BE DISCLOSED BY A COMPLETE BOUNDARY SURVEY. THIS SKETCH IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF SURFACE BOUNDARIES, FENCES, BUILDINGS OR OTHER FUTURE IMPROVEMENTS.

Lee Shields
Lee Shields, CO PLS #37960
Date Platted May 16, 2006

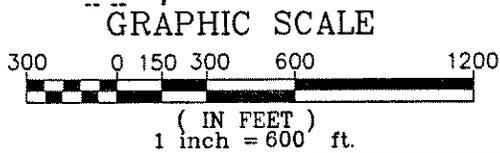


Pioneer Natural Resources USA, Inc.
PROPOSED ROW LOCATION
for
Divide 14-26
Sec 26, T32S, R68W 6th P.M.
Las Animas County, Colorado
SHIELDS SURVEY Ltd. Co.
Raton, New Mexico 87740
(505)445-1232

Footage for Divide 14-26



NOTE:
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 LOCATIONS AND DISTANCES.



SHIELDS SURVEY L^{td}. Co.
 Raton, New Mexico 87740
 (505)445-1232

1/30/07

TO: PIONEER
ATTN: ERIN
303-294 1255

FROM: JOHN ROHL

RE: DIVIDE WELL PAYMENT LOT 54
NORTH FORK RANCH COLORADO

TO WHOM IT MAY CONCERN:

I AUTHORIZE PAYMENT OF FUNDS FOR
SAID WELL TO BE PAID TO
ALANIC ROHL.

SINCERELY,



VENDOR: 195845 ALERIC LEE ROHL

2/05/2007

PIONEER NATURAL RESOURCES USA, INC.

1400 Williams Square West, 5205 N. O'Connor Blvd., Irving, Texas 75039-3746 OPERATING ACCOUNT

INVOICE DATE	INVOICE NO.	VENDOR NO.	DESCRIPTION	NET AMOUNT
1/25/2007	012507MH	195845	DIVIDE 14-26 SDA/ROW TOTAL FOR CHECK	[REDACTED]

APLUNDZ (LINE) 037-77

PIONEER NATURAL RESOURCES USA, INC.

1400 Williams Square West
5205 N. O'Connor Blvd.
Irving, Texas 75039-3746

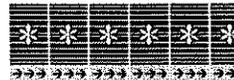
BANK OF AMERICA, N.A.
ATLANTA, DEKALB COUNTY, GEORGIA

64-1278
611

526268

DATE
2/05/2007

VOID AFTER 90 DAYS



TWO, COMMA EIGHT, FIVE, SEVEN PERIOD, FIVE, ZERO

PAY TO THE ORDER OF:

ALERIC LEE ROHL
1621 BENT GRASS CIR
CASTLE ROCK CO 80109

PIONEER NATURAL RESOURCES USA, INC.
OPERATING ACCOUNT

TWO SIGNATURES REQUIRED OVER \$20,000.00

⑈ 5 26 268 ⑈ ⑆ 06 1 1 1 2 7 8 8 ⑆ ⑆ 3 2 9 9 9 4 9 6 7 9 ⑈