

**EASEMENT, RIGHT-OF-WAY
and
SURFACE USE AGREEMENT**

This Easement and Surface Use Agreement ("Agreement") is entered into this 27th day of December 1994, by and between MJ Farms, a Colorado corporation whose address is 9000 E. 96th Avenue, Henderson, Colorado 80640, ("Surface Owner," whether one or more) and HS RESOURCES, INC., a Delaware corporation ("HSR"), with offices at 3939 Carson Avenue, Evans, Colorado, 80651, covering certain lands, (the "Lands") situated in Weld County, Colorado, described as follows:

Township 3 North, Range 66 West, of the 6th P.M.
Section 7: SW/4, more fully described in book 1330, reception #02282327

For and in consideration of the sum of ten dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree to the terms and provisions set forth as follows:

1. Compensation for Well; Release of All Claims

HSR shall pay to Surface Owner the sum as set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and HSR, dated December 27, 1994, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of HSR's drilling or completion operations or its continuing activities for the production or transportation of oil, gas, or other hydrocarbons or products associated with the foregoing including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable or customary uses of land related to said operations or activities.

2. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to HSR an easement and right-of-way for the purpose of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands.

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

Executed this 27th day of December, 1994.

SURFACE OWNER

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MJ FARMS

By: Angelo Palombo
Its: pres.

Tax ID 84-1010778

HS RESOURCES, INC.

By: Janet W. Pasque
Janet W. Pasque
Attorney-in-Fact

STATE OF)

COUNTY OF) ss

Adams

This instrument was acknowledged before me this 27 day of December 1994 by Angelo Palombo as President of MJ Farms, a Colorado corporation.

Witness my hand and official seal.

Marilyn R. Tucker

Notary Public
MARILYN R. TUCKER
3939 Carson Avenue
Evans, Colorado 80620

My commission expires _____

My Commission Expires 02/10/97

STATE OF COLORADO)

CITY AND) ss

COUNTY OF DENVER)

This instrument was acknowledged before me this 30th day of December, 1994 by Janet W. Pasque, Attorney-in-Fact of HS Resources, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Julie A. Hendriksen

Notary Public

My commission expires _____

JULIE A. HENDRIKSEN
3939 CARSON AVENUE
EVANS, CO 80620
MY COMMISSION EXPIRES 04/08/98