

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

This Easement and Surface Use Agreement ("Agreement") is entered into as of the 6th day of January, 1997 by and between Byron L. Spaur, Steven J. Spaur and Mark R. Spaur, whose address is 22605 WCR 15, Johnstown, CO 80534 ("Surface Owner," whether one or more) and HS RESOURCES, INC., a Delaware corporation ("HSR"), with offices at 1999 Broadway, Suite 3600, Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 4 North, Range 67 West, of the 6th P.M.
Section 7: NE/4

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 January 6, 1997, 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 or lands pooled or unitized therewith.

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

The undersigned have executed this Agreement as of the day first above written.

SURFACE OWNER

By: Byron L. Spaur
Byron L. Spaur

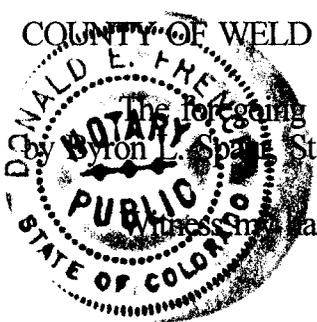
By: Steven J. Spaur
Steven J. Spaur

By: Mark R. Spaur
Mark R. Spaur

HS RESOURCES, INC.

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

STATE OF COLORADO)
)ss
COUNTY OF WELD)



The foregoing instrument was acknowledged before me this 10th day of January, 1997 by Byron L. Spaur, Steven J. Spaur and Mark R. Spaur.

Witness my hand and official seal.

Donald E. Fremont
Notary Public

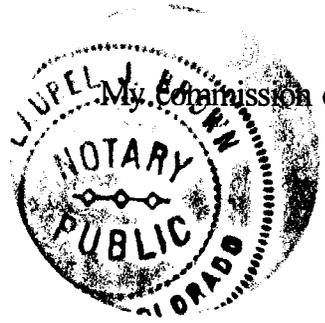
My commission expires May 28, 1999

STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 22nd day of January, 1997 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.

Laurel J. Brown
Notary Public, Laurel J. Brown
1999 Broadway - Suite 3600, Denver, CO 80202



My commission expires July 24, 1997