

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 31st day of March, 2001, by and between Robert L. Warner, whose address is P.O. Box 9, Brighton, CO 80601 ("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 2 North, Range 65 West, of the 6th P.M.

Section 18: That part of the Northwest Quarter described as Tract One and recorded in the Clerk and Records office of Weld County, Colorado, containing 136.08 acres of land, more or less.

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 March 31, 2001, 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, provided however, no easement or right-of-way is granted across any irrigation circle or which would interfere with any existing improvements.

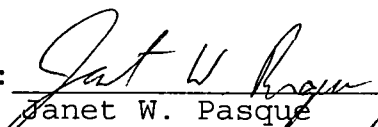

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

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

SURFACE OWNER

HS RESOURCES, INC.


Robert L. Warner

By: 
Janet W. Pasque
Attorney-in-Fact 



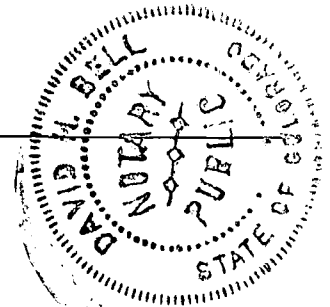
2938000 03/29/2002 03:53P JA Suki Tsukamoto
2 of 2 R 10.00 D 0.00 Weld County CO

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 20th day of February, 2002, by Robert L. Warner.

Witness my hand and official seal.

David M. Bell
Notary Public

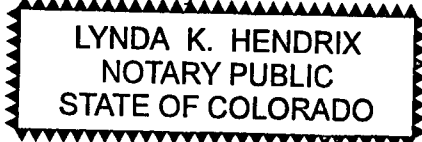


My commission expires 06/27/02

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

This instrument was acknowledged before me this 22nd day of August, 2002, by Janet W. Pasque, Vice President of Kerr McGee Rocky Mountain Corporation, (formerly known as HS Resources, Inc.), a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.



Lynda K. Hendrix
Notary Public

My Commission Expires 03/10/2002 3/10/02