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

This Easement and Surface Use Agreement ("Agreement") is entered into as of the 10th day of June, 1996, by and between REI Limited Liability Company, a Wyoming Limited Liability Company, doing business in Colorado as Investors Limited Liability Company, whose address is 4221 Monaco Street, Denver, Colorado 80216 and Bebee Draw Farms Metropolitan District, acting pursuant to C.R.S. 32-1-101, et seq. ("Surface Owner," whether one or more) and HS RESOURCES, INC., a Delaware corporation ("HSR"), with offices at 1999 Broadway, Suite 3600, Denver, Colorado 80202, covering certain lands, (the "Lands") situated in Weld County, Colorado, described as follows:

Township 3 North, Range 65 West, of the 6th P.M.

Section 3: SW/4

Section 4: S/2NE/4, SE/4

Section 10: W/2

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 Surface Use and Easement and Right-of-Way and 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 June 10, 1996, (the "Letter Agreement"), 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 oil and gas operations for the proposed wellsites generally identified in Exhibit "A" attached to and made a part hereof (the "Wellsites") 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, 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. This Agreement is made subject to the terms of the Letter Agreement and in the event of any conflict of terms, the terms of the Letter Agreement shall control.

Surface Owner hereby releases HSR, its agents and representatives from any and all liability, claims, injury or damage to Surface Owner or the Lands included in the easement herein granted which may arise as a result of HSR's operations on the easement herein granted or as a result of the rights granted to HSR pursuant to this Agreement except insofar as the same are caused by HSR's negligence or wilfull act.

2. Grant of Surface Use and Right-of-Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to HSR an easement and right-of-way to, over and across the Lands for the purpose of providing HSR access to, over and across the Lands to conduct any activities necessary for its current or future oil and gas operations on the Wellsites including but not limited to, the following:

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Weld County CO JA Suki Tsukamoto Clerk & Recorder REC 36.00 DOC

(a) the right to use, to build, construct, improve, repair, and maintain a surface location for surface equipment (the "Tank Site"), including tanks, tank batteries, separators and subsurface gathering lines, pipelines, and pipeline interconnections, and;

(b) The right to use, to build, construct, improve, repair, and maintain the existing roadway ("Roadway") and a new access roadway ("New Access Roadway") to transport, haul, or provide access for drilling rigs, workover rigs, tractor trailers, drillpipe, casing, production tubing, water, perforation and fracture treatment trucks, tank batteries, treater facilities, tanker truck service, daily pumpers and meter readers utilizing standard-sized pickup trucks, and other equipment and vehicles necessary to carry on HSR's oil and gas drilling and operations on the Wellsites and the Tank Site.

The location of the easement and right of way granted herein shall be limited as follows:

(i) That portion of the Lands that includes the Roadway which shall follow the existing road which enters the Lands in the S/2NE/4 of Section 4 and runs in a southeasterly direction to a point in the NW/4 of Section 10, T3N, R65W. In the event the location of the existing Roadway changes during the term of this Agreement, Surface Owner shall continue to grant to HSR an easement to gain access through the Lands to the New Access Roadway.

(ii) That portion of the Lands that includes the New Access Roadway and flowlines as depicted in Exhibit "A". During any construction, repair, maintenance, modification, replacement, reconstruction, removal, abandonment or similar activities, of the flowlines, pipelines or New Access Roadway, the rights granted herein shall cover an area of ground which is measured 25' in both directions on either side of the center line of the New Access Roadway.

(iii) that portion of the Lands that includes the Tank Site and the road accessing the Tank Site as depicted in Exhibit "A".

It is agreed that the easement and right-of-way granted herein shall be binding upon and run with the surface ownership of the Land and shall not be held or transferred separately therefrom and shall continue for the benefit of HSR and its successors and assigns, as owners of the oil, gas and associated liquid hydrocarbons produced from any of the Wellsites, including any operator or unit operator, and for the benefit of other lands within any unit area for any of the Wellsites.

The easement and right-of-way granted herein shall be effective as of June 10, 1996, and shall remain in effect for so long thereafter as that certain Oil and Gas Lease dated April 7, 1970, recorded May 21, 1970, in Book 626 as Reception No. 1547766 of the official real estate records of Weld County, Colorado remains in full force and effect.

If HSR defaults hereunder or pursuant to the Letter Agreement, Surface Owner shall promptly notify HSR of the default, and HSR shall have ninety days from receipt of notice to cure said default. If the default is not corrected within the ninety day period the Surface Owner shall have the option to terminate this Agreement and if the Agreement is terminated, all rights granted hereunder shall revert to Surface Owner.

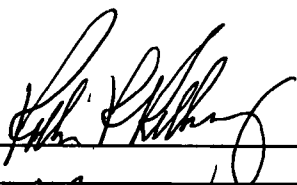
Upon termination of the Agreement, HSR shall remove surface facilities on the Tank Site and restore the premises as near as practicable to its original condition within one year. Any property of HSR remaining on the Tank Site after said one year period shall, at Surface Owner's sole option be deemed abandoned and become the property of Surface Owner or shall be removed and disposed of in any manner Surface Owner deems appropriate at HSR's sole cost.

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

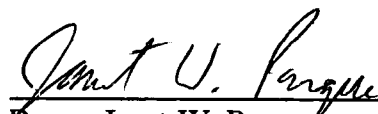
The undersigned have executed this Agreement as of the day first above written.

SURFACE OWNER

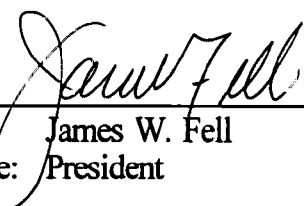
REI LIMITED LIABILITY COMPANY


By: _____
Title: Manager

HS RESOURCES, INC.


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

BEBEE DRAW FARMS METROPOLITAN DISTRICT


By: James W. Fell
Title: President

STATE OF Colorado)
COUNTY OF Jefferson)

SS

This instrument was acknowledged before me this 9th day of July, 1996, by James W. Fell as Manager for REI Limited Liability Company, A Wyoming Limited Liability Company, on behalf of the corporation.

Witness my hand and official seal.

Linda L. Lombardi

Notary Public

My Commission Expires 03/15/1998

550 South Wadsworth Blvd.

My commission expires Lakewood, CO 80226

STATE OF Colorado)
COUNTY OF Jefferson)

SS

This instrument was acknowledged before me this 9th day of July, 1996, by Rollie R. Kelley as President for Bebee Draw Farms Metropolitan District, JAMES W. FELL on behalf of the District.

Witness my hand and official seal.

Linda L. Lombardi

Notary Public

My Commission Expires 03/15/1998

550 South Wadsworth Blvd.

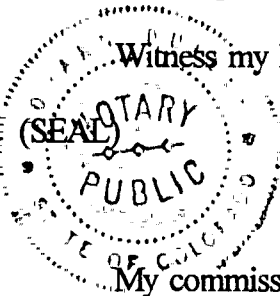
My commission expires Lakewood, CO 80226

STATE OF COLORADO
CITY AND County of Denver)

SS

The foregoing instrument was acknowledged before me this 17th day of July, 1996, by Janet W. Pasque as Attorney-in-Fact for HS Resources, Inc., a Delaware corporation, on behalf of that corporation.

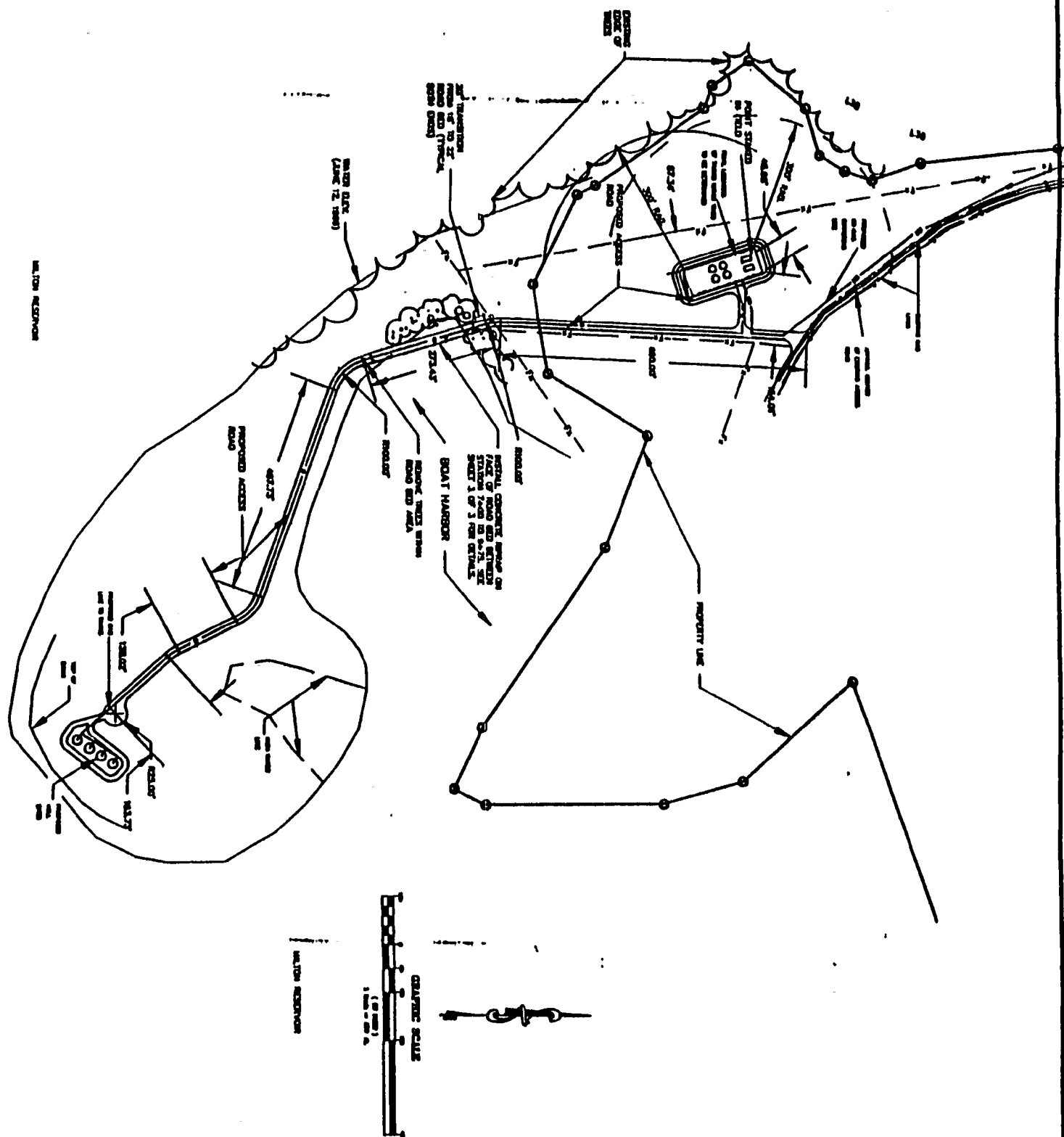
Witness my hand and official seal.



John D. Dube
Notary Public

My commission expires 9-10-97

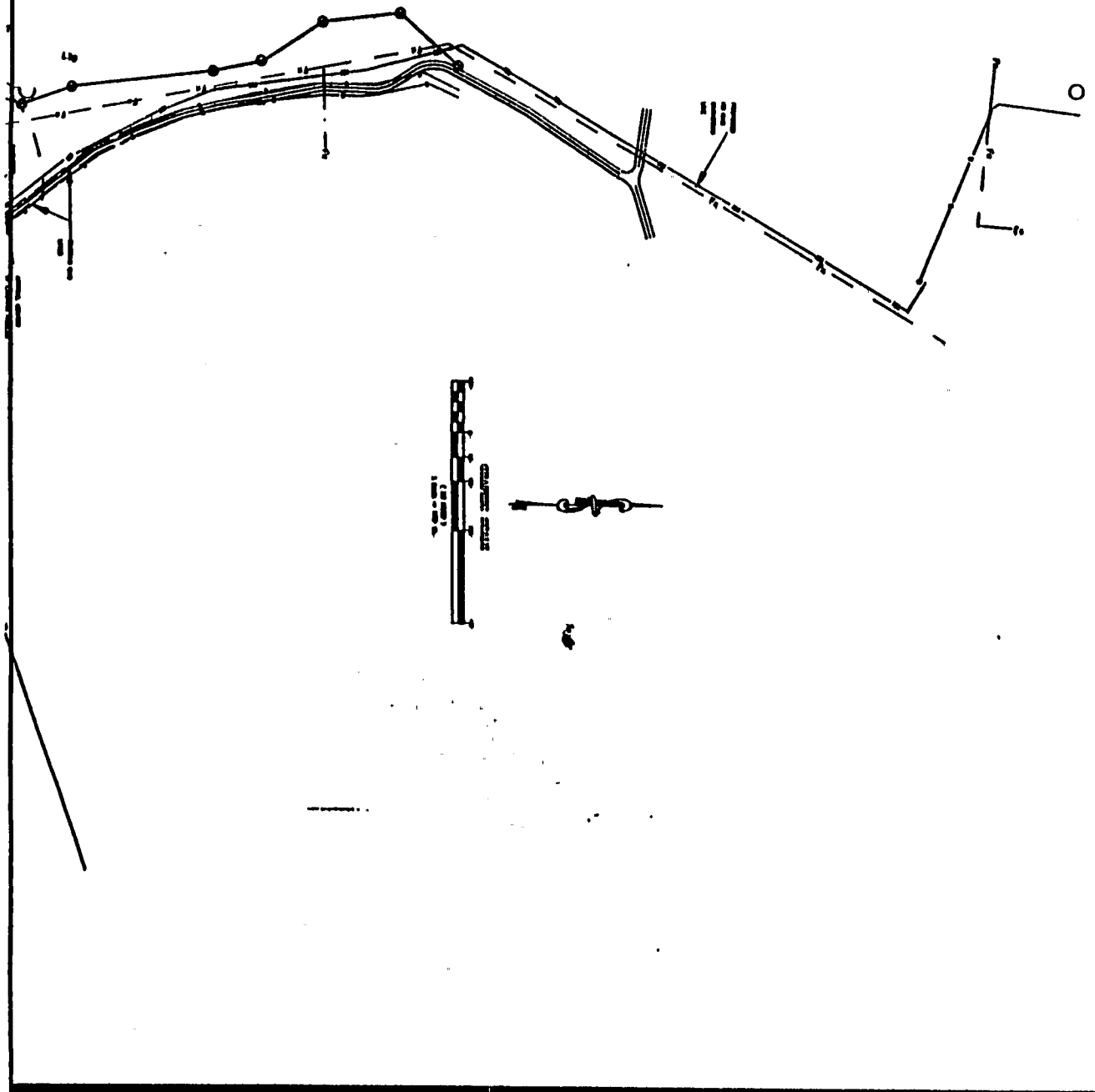
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2 2 3	CLIENT	BEEBE DRAW FARMS / H.S. RESOURCES	Landmark ENGINEERING LTD. ENGINEERS/ARCHITECTS/PLANNERS/SURVEYORS 201 West Beaver Creek, Richmond, Ontario M2C 3G7 (905) 882-8800, (905) 882-7100 Fax (905) 882-8800	REVISION NO. 1 DATE 08/22/96	
	TITLE	ACCESS ROAD PLAN		BY	DATE

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HS RESOURCES, INC.
3939 CARSON
EVANS, CO 80620