

FILED

93 FEB -8 AM 11:11

ASSIGNMENT AND CONVEYANCE OF PIPELINE EASEMENTS
E. L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

This ASSIGNMENT AND CONVEYANCE OF PIPELINE EASEMENTS (this "Assignment") is made, entered into and effective for all purposes as of February 1, 1993, by and between Arkla, Inc., a Delaware corporation ("Seller"), as successor in interest to Iowa-Nebraska Light & Power Company, Central Electric & Gas Company, Western Power & Gas Company, Western Power & Gas Company, Inc., Central Telephone & Utilities Corporation, Minnesota Gas Company and Minnegasco, Inc., and Peoples Natural Gas Company, a division of UtiliCorp United Inc., a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller, Minnegasco Transmission Corporation and Purchaser have entered into that certain Acquisition Agreement, dated as of November 30, 1992 (the "Acquisition Agreement");

WHEREAS, Seller is the legal and beneficial owner of the beneficiary's right, title and interest in and to certain pipeline easements affecting real property in Washington County, Nebraska, such easements being more particularly described on Exhibit A attached hereto, together with all instruments modifying, amending or releasing said easements in whole or in part (collectively, the "Pipeline Easements"); and

WHEREAS, Seller desires to sell and convey to Purchaser all of Seller's right, title and interest as beneficiary in and to the Pipeline Easements, together with Seller's right, title and interest in and to any pipeline and related equipment existing on such Pipeline Easements (the "Equipment"), and Purchaser desires to acquire and accept Seller's interest in the Pipeline Easements and the Equipment;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey and confirm to Purchaser all of Seller's right, title and interest in and to the Pipeline Easements and the Equipment.

TO HAVE AND TO HOLD the Pipeline Easements and the Equipment unto Purchaser, its successors, legal representatives and assigns forever.

Purchaser accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the

Recorded _____
Clerk _____
Notary _____
Photostat _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 505
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 8th DAY OF February, A.D. 19 93
AT 11:11 O'CLOCK A.M. AND RECORDED IN BOOK
212 AT PAGE 724-741
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

obligations, covenants, terms and conditions to be performed or observed by the beneficiary under the Pipeline Easements arising or accruing on or after the Effective Time (as defined in the Acquisition Agreement). Subject to Article VIII of the Acquisition Agreement, Purchaser agrees to indemnify and hold Seller harmless from and against any and all Damages (as defined in the Acquisition Agreement) incurred in litigation or otherwise and any investigation relating thereto, directly or indirectly, resulting from or in connection with the failure by Purchaser to perform or observe the obligations, covenants, terms and conditions assumed by Purchaser in this Assignment.


Subject to the applicable representations and warranties, if any, set forth in the Acquisition Agreement, the Equipment is being conveyed in its "AS IS, WHERE IS" condition, and Seller does not make any representation, warranty or covenant, express or implied, with respect to physical condition, merchantability, fitness for a particular purpose, operations, use, performance or other characteristics of all or any part of the Equipment. Any such representation, warranty or covenant, including, without limitation, that which otherwise might be implied by law, is hereby expressly negated.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth in the introductory paragraph hereof.

SELLER:

ARKLA, INC.

By: _____


M. C. Sherin, Vice
President of Minnegasco, a
division of Seller

PURCHASER:

PEOPLES NATURAL GAS COMPANY, A
DIVISION OF UTILICORP UNITED
INC.

By: _____

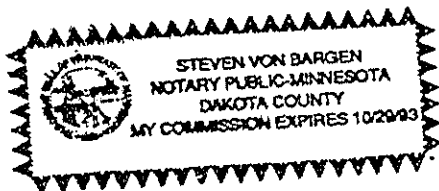
Dale J. Wolf, Vice
President & Secretary of
Purchaser

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 29th day of January, 1993 by M. C. Sherin, the Vice President of Minnegasco, a division of Arkla, Inc., a Delaware corporation, on behalf of the corporation.



By: Steven Von Borgen
 Notary Public in and for
 State of Minnesota

My Commission Expires:
10/29/93

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 30th day of January, 1993 by Dale J. Wolf, the Vice President & Secretary of Utilicorp United Inc., a Delaware corporation, on behalf of the corporation.

By: _____
 Notary Public in and for
 State of Missouri

My Commission Expires:

obligations, covenants, terms and conditions to be performed or observed by the beneficiary under the Pipeline Easements arising or accruing on or after the Effective Time (as defined in the Acquisition Agreement). Subject to Article VIII of the Acquisition Agreement, Purchaser agrees to indemnify and hold Seller harmless from and against any and all Damages (as defined in the Acquisition Agreement) incurred in litigation or otherwise and any investigation relating thereto, directly or indirectly, resulting from or in connection with the failure by Purchaser to perform or observe the obligations, covenants, terms and conditions assumed by Purchaser in this Assignment.

Subject to the applicable representations and warranties, if any, set forth in the Acquisition Agreement, the Equipment is being conveyed in its "AS IS, WHERE IS" condition, and Seller does not make any representation, warranty or covenant, express or implied, with respect to physical condition, merchantability, fitness for a particular purpose, operations, use, performance or other characteristics of all or any part of the Equipment. Any such representation, warranty or covenant, including, without limitation, that which otherwise might be implied by law, is hereby expressly negated.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth in the introductory paragraph hereof.

SELLER:

ARKLA, INC.

By: _____

M. C. Sherin, Vice
President of Minnegasco, a
division of Seller

PURCHASER:

PEOPLES NATURAL GAS COMPANY, A
DIVISION OF UTILICORP UNITED
INC.

By: _____

Dale J. Wolf
Dale J. Wolf, Vice
President & Secretary of
Purchaser

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 29th day of January, 1993 by M. C. Sherin, the Vice President of Minnegasco, a division of Arkla, Inc., a Delaware corporation, on behalf of the corporation.

By: _____
Notary Public in and for
State of Minnesota

My Commission Expires:

ACKNOWLEDGMENT

STATE OF MISSOURI

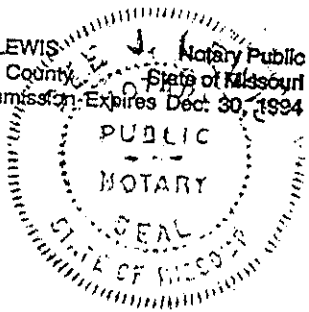
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 30th day of January, 1993 by Dale J. Wolf, the Vice President & Secretary of Utilicorp United Inc., a Delaware corporation, on behalf of the corporation.

By: Dale J. Wolf
Notary Public in and for
State of Missouri

My Commission Expires:
Dec 30, 1994

DEE J. LEWIS, Notary Public
Jackson County, State of Missouri
My Commission Expires Dec 30, 1994



5150C

Pipeline easement, granted by Stewart Smith to Central Telephone & Utilities Corporation, recorded on July 11, 1975 in Book Y, page 319 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.27 attached hereto

Pipeline easement, granted by Dennis and Joann Condon to Central Telephone & Utilities Corporation, recorded on November 5, 1975 in Book 105, page 471 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.28 attached hereto

Pipeline easement, granted by Dennis and Marlene Clark to Central Telephone & Utilities Corporation, recorded on November 5, 1975 in Book 105, page 472 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.29 attached hereto

Pipeline easement, granted by James and Leone Thorne to Central Telephone & Utilities Corporation, recorded on November 5, 1975 in Book 105, page 473 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.30 attached hereto

Pipeline easement, granted by Blaine Lensch to Central Telephone & Utilities Corporation, recorded on November 5, 1975 in Book 105, page 474 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.31 attached hereto

Pipeline easement, granted by Hal Heybrock and Irene Scheer to Central Telephone & Utilities Corporation, dated April 22, 1976, more particularly described on Schedule 6 attached hereto, as described on Schedule 1.32 attached hereto

Pipeline easement, granted by Charles and Joyce Jargensen to CENGAS, a division of Minnesota Gas Company recorded on January 5, 1978 in Book 116, page 224 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.33 attached hereto

Pipeline easement, granted by Tysons Inc. to Minnegasco, Inc., recorded on November 8, 1982 in Book 138, page 110 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.34 attached hereto