

The undersigned Grantor (whether one or more) for a valuable consideration (\$), the receipt of \$ of which is hereby acknowledged, hereby grants, sells and conveys unto Peoples Natural Gas Company, Division of Utilicorp, United Inc., herein called "Grantee," and its successors and assigns, the Right-of-Way and Easement to lay, construct, inspect, maintain, alter, repair, replace, operate and remove a pipeline, and appurtenances thereto, over, under, through and across the following described premises situated in Dickinson County, State of Iowa :

PLEASE REFER TO-ATTACHED PLAT

To Have and to Hold unto said Grantee, its successors and assigns, so long as said pipeline and appurtenances shall be used or maintained, together with all necessary rights of ingress and egress to and from said premises and right-of-way for said purposes

Grantor shall have full use and enjoyment of said premises except for the rights herein granted to Grantee. Said pipeline shall be buried below ordinary plow depth. Grantor shall not change the existing grade of the land within the right-of-way or construct or permit to be constructed anything upon the above-described right-of-way, including without limitation permanent structures, buildings or outbuildings, or longitudinal permanent hard surface roadways, which would interfere with Grantee's exercise of the rights hereby conveyed, without first providing written notice to Grantee. If Grantor shall make any improvements or changes on all or any part of right-of-way, Grantee shall proceed to alter, change, vacate or remove from the right-of-way to a location to be agreed upon by Grantor and Grantee said pipeline and appurtenances thereto necessary to conform with said changes without cost to Grantor.

The balance of the consideration due from Grantee to Grantor (if any) shall be paid when Grantee's pipeline is constructed.

Grantee shall repair or pay for any damages to Grantor's fences, buildings, growing crops, shrubbery or trees caused by Grantee's operations or activities on the premises; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

Grantee shall also repair or rebuild to its former condition any part of any existing drainage or irrigation system damaged by the construction of the said pipeline or caused by subsequent entry upon the premises to inspect, maintain, alter, repair, replace, operate or remove said pipeline.

No further general or specific covenant or undertaking not herein expressed shall be valid unless in writing and signed by Grantor or Grantee. This grant and easement shall run with the land and shall extend to and be binding upon the heir, devisees, legal representatives, successors and assigns of the undersigned Grantor.

Executed this 14th day of February 1992.

Witness (Right-of-Way Agent): [Signature] Village West Resort Senior V.P.

Witness: [Signature] Ken Eckman

Form 48-3695 (2-86)

Corporation Acknowledgment

State of Iowa) County of Dickinson) SS.

On this 14th day of February, A.D. 1992, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came [Signature] President, and [Signature] Secretary of Village West Resort.

who are personally known to me to be the identical persons whose names are affixed to the above instrument as [Signature] President, and [Signature] Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Seal: IOWA My Commission Expires 12/31/92

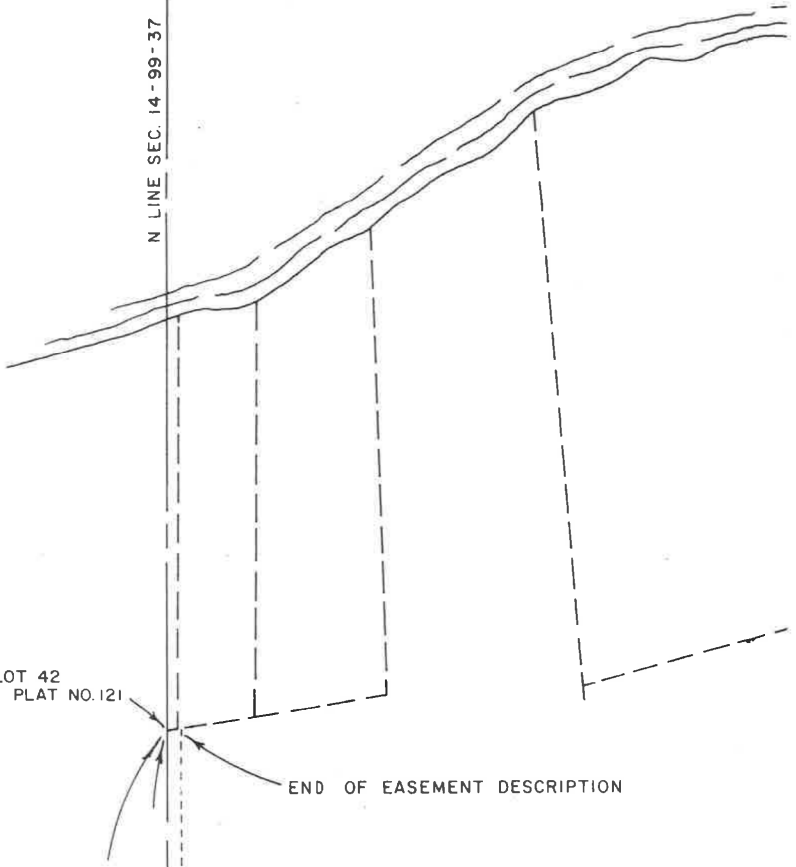
[Signature] Notary Public #01227 12-19-00 Easement For assignment of this Mortgage See Book 31 Page 625

RECORDED BY MICRO-FILM ROLL 167 NUMBER 919

N LINE SEC. 14 - 99 - 37

SW COR LOT 42
AUDITOR'S PLAT NO. 121

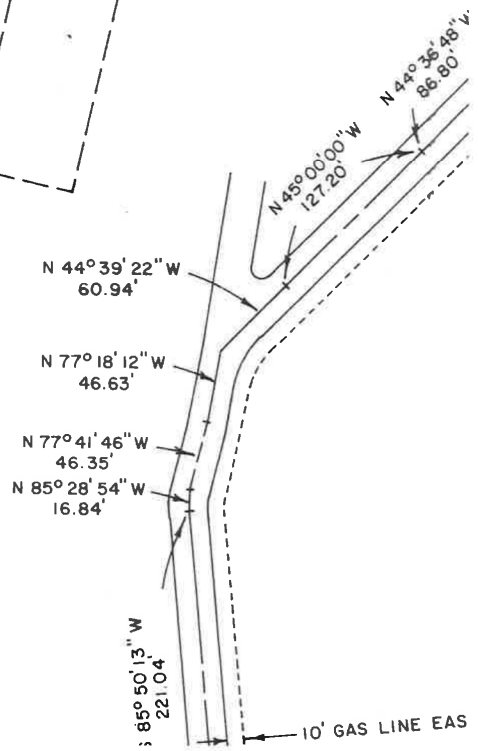
END OF EASEMENT DESCRIPTION

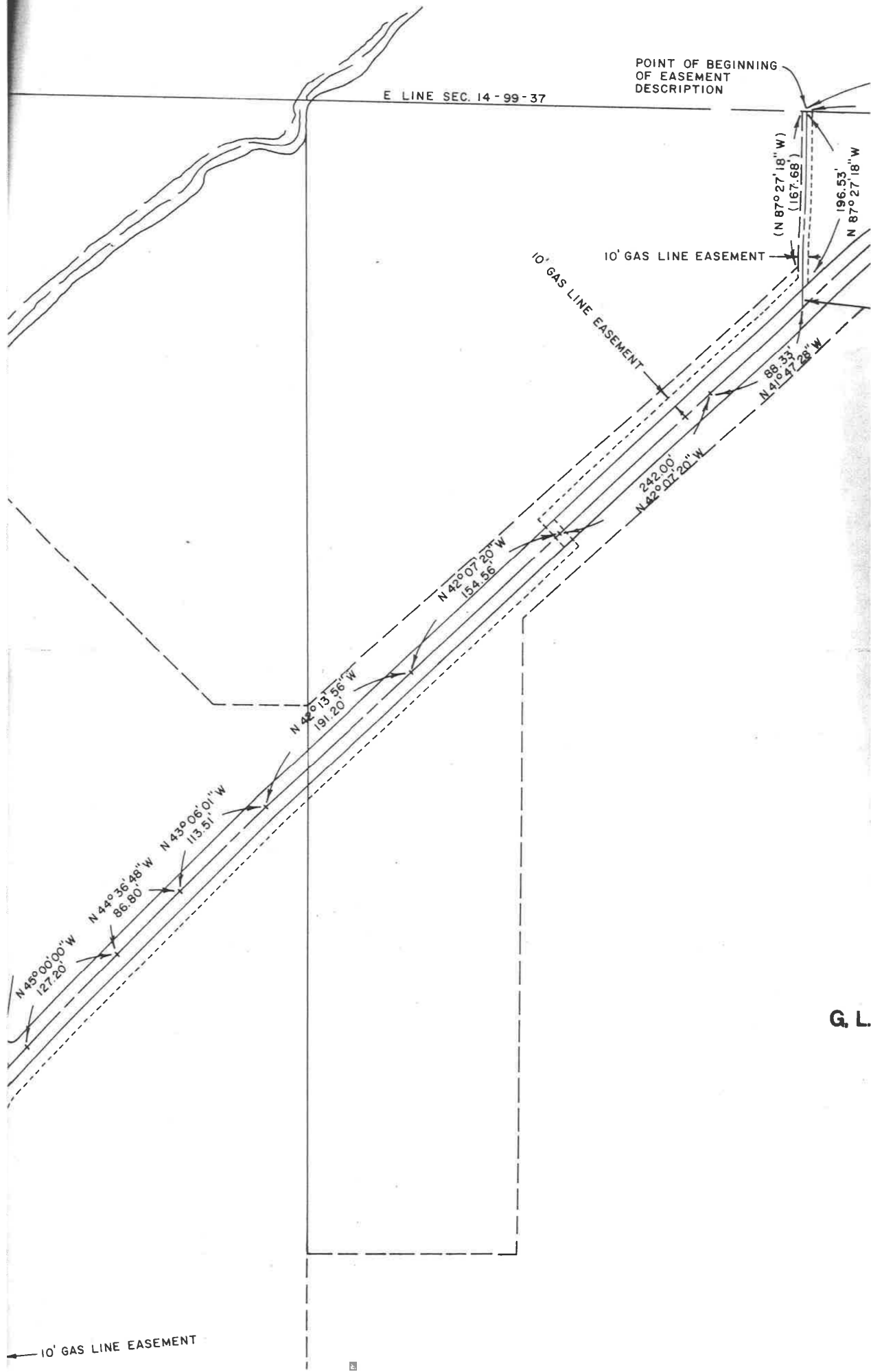


WEST OKOBOJI LAKE

G. L. 1

(66')





E LINE SEC. 14-99-37

POINT OF BEGINNING OF EASEMENT DESCRIPTION

(N 87° 27' 18" W)
(167.68')

196.53'
N 87° 27' 18" W

10' GAS LINE EASEMENT

10' GAS LINE EASEMENT

88.33'
N 41° 47' 28" W

242.00'
N 42° 07' 20" W

184.56'
N 42° 07' 20" W

191.20'
N 42° 13' 56" W

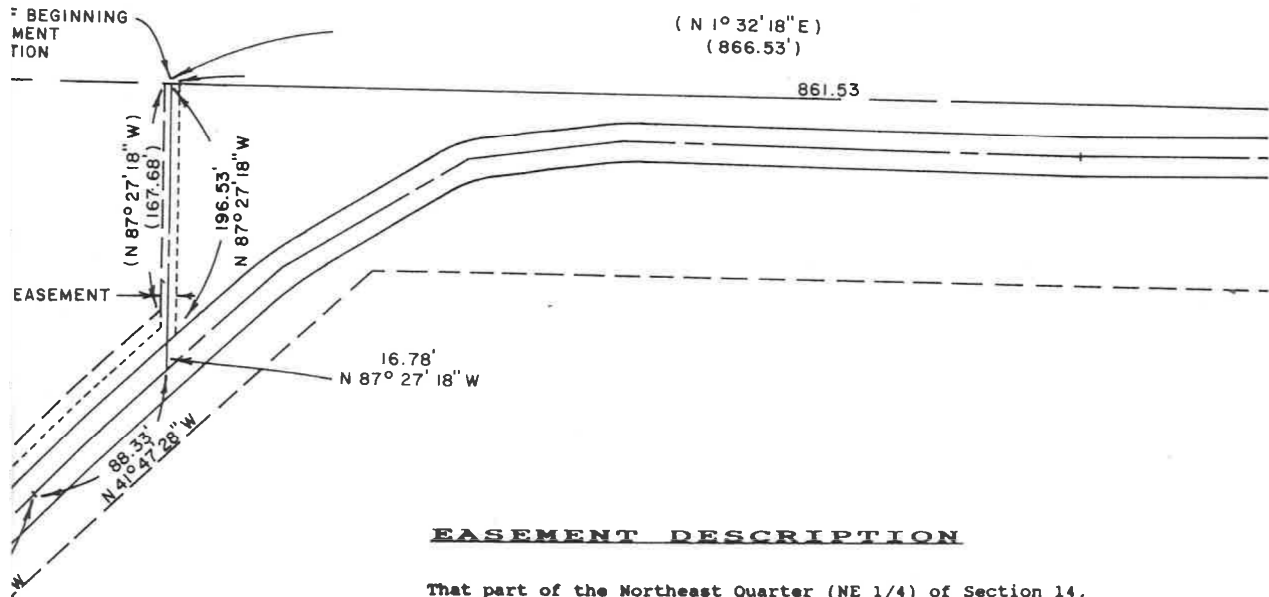
113.91'
N 43° 06' 01" W

86.80'
N 44° 36' 48" W

127.20'
N 45° 00' 00" W

G.L.

10' GAS LINE EASEMENT



EASEMENT DESCRIPTION

That part of the Northeast Quarter (NE 1/4) of Section 14, Township 99 North, Range 37 West of the 5th P.M., Dickinson County, Iowa described as follows;

COMMENCING at the East Quarter corner of said Section 14,

thence North 1° 32' 18" East 861.53 feet along the East line of said Section 14 to the POINT OF BEGINNING,

thence North 87° 27' 18" West 196.53 feet, along the centerline of a 10 foot easement, 5 feet on either side of said centerline, to the East edge of the Village West Resort South access road,

thence North 87° 27' 18" West 16.78 feet to the centerline line of the Village West Resort South access road,

thence North 41° 47' 28" West 88.33 feet along said centerline of access road and being 17 feet Southwest of the centerline of the 10 foot easement,

thence North 42° 07' 20" West 242.00 feet along said centerline of access road and being 17 feet Southwest of the centerline of the 10 foot easement, the 10 foot easement crosses the access road at right angles to the roadway centerline at this point, from the Northeast side of the road to the Southwest side of the road,

thence North 42° 07' 20" West 154.56 feet along said centerline of the access road and being 17 feet Northeast of the centerline of the 10 foot easement,

thence North 42° 13' 56" West 191.20 feet along said centerline of the access road and being 17 feet Northeast of the centerline of the 10 foot easement,

thence North 43° 06' 01" West 113.51 feet along said centerline of the access road and being 17 feet Northeast of the centerline of the 10 foot easement,

thence North 44° 36' 48" West 86.80 feet along said centerline of the access road and being 17 feet Northeast of the centerline of the 10 foot easement,

G. L. 2

thence North 45° 00' 00" West 127.20 feet along said centerline of the access road and being 17 feet Northeast of the centerline of the 10 foot easement,

thence North 44° 39' 22" West 60.94 feet along said centerline of the access road and being 17 feet Northeast of the centerline of the 10 foot easement,

thence North 77° 18' 12" West 46.63 feet long said centerline of the access road and being 17 feet North of the centerline of the 10 foot easement,

thence North 77° 41' 46" West 46.35 feet along said centerline of the access road and being 17 feet North of the centerline of the 10 foot easement,

thence North 85° 28' 54" West 16.84 feet along said centerline of the access road and being 17 feet North of the centerline of the 10 foot easement,

thence South 85° 50' 13" West 221.04 feet along said centerline of the access road and being 17 feet North of the centerline of the 10 foot easement,

thence North 82° 59' 42" West 34.49 along said centerline of the access road and being 17 feet North of the centerline of the 10 foot easement,

thence North 57° 33' 18" West 24.71 feet along said centerline of