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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 _____
Number _____
Photostat _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) 88 505
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 8th DAY OF February A.D. 1993
AT 11:11 O'CLOCK A.M. AND RECORDED IN BOOK
212 AT PAGE 724-741
COUNTY CLERK Charlatti 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

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

EXHIBIT A

WASHINGTON COUNTY EASEMENTS

Arlington

Pipeline easement, granted by W.A. Whitford to Iowa-Nebraska Light & Power Company, recorded on May 14, 1931 in Book 51, page 678 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.1 attached hereto

Pipeline easement, granted by W.S. Adams to Central Electric & Gas Company, recorded on July 2, 1945 in Book K, page 245 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.2 attached hereto

Pipeline easement, granted by Fred Hokamp to Central Electric & Gas Company, recorded on April 18, 1946 in Book K, page 476 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.3 attached hereto

Pipeline easement, granted by W.A. Whitford to Central Electric & Gas Company, recorded on April 18, 1946 in Book K, page 478 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.4 attached hereto

Pipeline easement, granted by George A. Marshall to Central Electric & Gas Company, recorded on April 18, 1946 in Book K, page 480 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.5 attached hereto

Pipeline easement, granted by Marshalls Nurseries to Central Electric & Gas Company, recorded on April 18, 1946 in Book K, page 477 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.6 attached hereto

Pipeline easement, granted by Peter Peterson to Central Electric & Gas Company, recorded on April 18, 1946 in Book K, page 475 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.7 attached hereto

Pipeline easement, granted by R.M. Allen, as Washington County Commissioner, to Central Electric & Gas Company, dated May 29, 1946, as described on Schedule 1.8 attached hereto

Pipeline easement, granted by E.A. Unland to Central Electric & Gas Company, recorded on April 18, 1946 in Book K, page 474 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.9 attached hereto

Pipeline easement, granted by Melvin Sorenson to Central Electric & Gas Company, dated June 22, 1960, more particularly described on Schedule 2 attached hereto, as described on Schedule 1.10 attached hereto

Pipeline easement, granted by Gene and Clarice Gnuse to Village of Arlington, Omaha Public Power District, Arlington Telephone Company and Western Power & Gas Company, recorded on July 12, 1967 in Book S, pages 82-83 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.12 attached hereto

Pipeline easement, granted by Wayne and Linda Scheer to Central Telephone & Utilities Corporation, recorded on September 23, 1971 in Book V, page 381 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.13 attached hereto

Pipeline easement, granted by Rhea Realty Company to Minnegasco, recorded on July 22, 1992 in Book 205, pages 631-35 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.14 attached hereto

Pipeline easement, granted by Dunklau Dairy to Minnegasco, recorded on July 22, 1992 in Book 205, pages 618-22 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.15 attached hereto

Pipeline easement, granted by Galen Dunklau to Minnegasco, recorded on July 22, 1992 in Book 205, pages 627-30 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.16 attached hereto

Pipeline easement, granted by June Meir to Minnegasco, recorded on July 30, 1992 in Book 205, pages 806-09 in the office of the County Clerk of Washington County, Nebraska, as described on Schedule 1.17 attached hereto