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JOINT COVENANT

THIS AGREEMENT, made and entered into this 15 day of
August, 1978, by and between Gerald G. Back
of Ventura,

Iowa, hereinafter referred to as "Owner," and NORTHERN NATURAL GAS
COMPANY, a Delaware corporation with principal operational offices
in Omaha, Nebraska, hereinafter referred to as "Northern";

WITNESSETH:

WHEREAS, Northern is the owner of certain liquefied natural
gas liquefaction, storage and vaporization facilities (hereinafter
called "the LNG Plant") located within certain real estate in
Hancock County, Iowa likewise owned by Northern, which is legally
described as follows:

The SE/4 of Section 26, T 96 N, R 23 W of the 5th P.M.,
containing 159.66 acres. Also, the E/2 of the SW/4 of
Section 26, T 96 N, R 23 W of the 5th P.M., except the
West 70.00 acres thereof, containing 9.12 acres,

which tract is hereinafter referred to as Northern's tract; and

WHEREAS, Owner owns the following described tract of land:

The west seventy (70) acres of the East half (E1/2) of
Southwest quarter (SW⁴) of section twenty-six (26), township
ninety-six (96) North, range twenty-three (23), Hancock County, Iowa.

which tract (hereinafter referred to as "Owner's tract") adjoins
Northern's tract; and

WHEREAS, the PARTIES desire to create for themselves, their heirs, successors and assigns certain covenants covering and running with the titles to the above-described tracts of land.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that Owner does hereby covenant and agree with Northern, its successors and assigns, that the said Owner's tract will be used exclusively for the growing of crops and/or for pasture land (but not for vegetable truck gardening or a feed lot), and that no buildings will be erected on such tract or other use made thereof which might involve habitual or occasional gatherings of people except as necessary to plant, till and harvest crops or care for grazing livestock.

Further, Northern does covenant and agree with Owner, (his) (her) (their) heirs, successors and assigns, in consideration of Owner's above-recited covenants, to maintain its LNG Plant and property in good condition and in accordance with legally applicable safety standards, and as additional consideration, to pay Owner the present sum of \$ 350.00 (being \$5 per acre of Owner's tract, receipt of which is hereby acknowledged) plus the sum of \$ 700.00 (being \$10 per acre of Owner's tract) on January 30, 1979 and an annual payment on each January 30 thereafter while this Joint Covenant remains in effect. Such annual payment on January 30, 1980 shall be \$10.40 per acre. On succeeding January 30ths the annual payment shall be increased from the above stipulated \$10.40 level at the rate of forty (40) cents per acre per year.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that this instrument shall be deemed to be a covenant running with the titles to the above-described tracts of land and shall be binding upon the PARTIES hereto, their heirs, successors and assigns for so long as Northern uses the Northern tract as a site for its LNG Plant; and provided further that should Northern decide to remove or abandon or discontinue such use of its said property, it shall notify Owner or Owner's successor in title of such decision, whereupon Northern's obligation to make annual payments hereunder shall cease, and both PARTIES shall execute a proper instrument or instruments of release in order to free their respective titles of this Joint Covenant.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Joint Covenant as of the date first appearing above.

OWNER

NORTHERN NATURAL GAS COMPANY

Gerald D. Back
Gerald D. Back

By W. E. Shung
Vice-President

Attest: R. Wood
Assistant Secretary

STATE OF Iowa)
) ss.
COUNTY OF Hancock)

On this 15 day of August, 1978,
before me, a Notary Public in and for said County and State,
personally appeared Gerald G. Boer

to me known to be the person named in and who executed the
foregoing instrument and acknowledged that he executed the
same as his voluntary act and deed.



Robert A. Stump
Notary Public in and for said
County and State

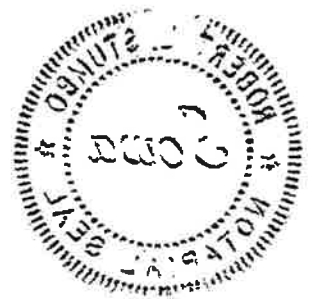
STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19____,
before me, a Notary Public in and for said County and State,
personally appeared _____

to me known to be the person named in and who executed the
foregoing instrument and acknowledged that executed the
same as voluntary act and deed.

Notary Public in and for said
County and State

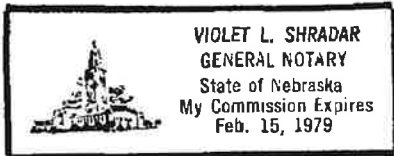
(SEAL)



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of February, 1979, before me, a Notary Public duly commissioned and qualified in and for said county and state, personally came D.E. Shuey, Vice-President, and R. H. Wood, Assistant Secretary of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice-President and Assistant 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 WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Violet L. Shradar
Notary Public

(SEAL)

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STATE OF IOWA } RECORDERS
 HANCOCK COUNTY } ss
 FILED FOR RECORD on the 28 th OF OFFICE
 day of July A.D. 1979
 at 2:27 o'clock P. M., and
 Recorded in Book 477 of
Miss Page
Lehman
 RECORDER

RECEIVED
 MAR 06 1979
 DES MOINES AREA OFFICE

1500 ok

M. Madd.
(Eve)

IND	<input checked="" type="checkbox"/>
REC	<input checked="" type="checkbox"/>
COMP	<input checked="" type="checkbox"/>