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Drafted By/Return To:
R-O-W Dept. Northern Natural Gas Co. P.O. Box 3330 Omaha, NE 68103-0330 402-398-7395

609-1-403

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 22 day of July, 1997, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124 (hereinafter referred to as "Northern"), and JAMES ROBERT HOULIHAN AND MARGARET EARLENE HOULIHAN, husband and wife (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by V. J. Sands and Verla V. Sands, his wife on the the 14th day of May, 1954, covering the following described premises in Delaware County, Iowa:

> The SE¼SE¼ of Section 10, except commencing at point on south line of said section, 754 feet West of southeast corner of Section 10, running thence West on south Line of said Section, 148½ feet to center of Baileys Ford & Correction Line Road, thence Northwesterly along center line of said Baileys Ford & Correction Line Road, 148½ feet, thence East 148½ feet, thence Southeasterly direct 148½ feet, more or less, to place of beginning, and W¼ of SW¼, Section 11, all in Township 88 North, Range 5 West,

which Easement was recorded the 7th day of September, 1954, as Document No. 1032430, in Book I at Page 107, in and for Delaware County, Iowa (hereinafter referred as "Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline & a 26-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in the Easement, Owner is present owner of the following described premises (hereinafter referred to as "Owned Premises"):

See Exhibit "A" attached hereto
and, by this reference, made a part hereof

WHEREAS, the parties hereto desire to more clearly define their rights under the Easement and further desire to modify and amend the Easement in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the Easement across the Owned Premises only to a strip of land 66 feet in width, the centerline of which strip shall be the present location of Northern's 16-inch pipeline and a strip of land 100 feet in width, the centerline of which strip shall be the present location of Northern's 26-inch pipeline (hereinafter referred to as "Pipeline Right-of-Way).

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern, and, to the extent that written permission has not been given under the terms of a separate recorded agreement between Owner and Northern permitting certain limited use by Owner of Northern's Pipeline Right-of-Way, Northern shall have the right to clear and keep cleared from within the Pipeline Right-of Way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the present location of Northern's pipelines as described in Paragraph 1 above.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN" "OWNERS"

NORTHERN NATURAL GAS COMPANY

By David W Sinclair
Title David W. Sinclair Agent and Attorney-in-Fact

James Robert Houlihan
James Robert Houlihan

M. Earlene Houlihan
M. Earlene Houlihan

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 12th day of August, 1997, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came David W. Sinclair, the Agent and Attorney-in-Fact of Northern Natural Gas Company, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Houston, in said county and state, the date aforesaid.

(SEAL)

LIZ BEDDINGFIELD
Notary Public, State of Texas
My Commission Expires
OCTOBER 07, 1999

Liz Beddingfield
Notary Public
My Commission Expires Oct 7, 1999

STATE OF Iowa)
)SS
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 22 day of July, 1997, by James Robert Houlihan.
J. Robert Houlihan

(SEAL) JAMES V. GRAYBILL MY COMMISSION EXPIRES 7-7-2000

James V Graybill
Notary Public James V. Graybill
My Commission Expires 7-7-2000

STATE OF Iowa)
)SS
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 22 day of July, 1997, by M. Earlene Houlihan.
M. Earlene Houlihan

(SEAL) JAMES V. GRAYBILL MY COMMISSION EXPIRES 7-7-2000

James V Graybill
Notary Public James V. Graybill
My Commission Expires 7-7-2000

EXHIBIT "A"

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 10 and the West Quarter (W¼) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 11, Township 88 North, Range 5 West, of the Fifth P.M., except that part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section 10 lying West of the highway, as now traveled, running Northwest and Southeast across the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section 10, and also except that part described as commencing at a point on the South line of said Section 10 that is 754 feet West of the Southeast corner of said Section 10, running thence West on the South line of said Section 10, 148½ feet to the center of the Baileys Ford and Correction Line Road, thence Northwesterly along the center line of the said Baileys Ford and Correction Line Road 148½ feet, thence East 148½ feet, thence in a Southeasterly direction 148½ feet, more or less, to the point of beginning, and also except the South 280 feet of the East 350 feet of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section 10.