IN THE MATTER OF THE CONDEMNATION OF EASEMENT RIGHTS IN LAND BY ALLIANCE PIPELINE L.P. TO CONSTRUCT, OWN, OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS IN DELAWARE COUNTY, IOWA

TRACT NO. IA-DE-0370

COMPENSATION COMMISSIONER STATEMENT OF FEES AND COSTS INCURRED

TO THE SHERIFF OF DELAWARE COUNTY, IOWA:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain land in Delaware, County, Iowa, for right-of-way in the above-captioned matter held on the 12 day of May, 1999, are as follows, and that these claims are due, just, and unpaid:

_____	day service at $50.00 per day	$ 50
34	miles at $0. 30 per mile	$ 10.20
1	meals and parking	$ 5.24
TOTAL		$ 65.44

Date 5/14/99
Ck No. 74098

Signed this 12 day of May, 1999.

Name: Michael Dunn
Commissioner

Mike Wise

**IN THE MATTER OF THE
CONDEMNATION OF EASEMENT RIGHTS IN
LAND BY ALLIANCE PIPELINE L.P.
TO CONSTRUCT, OWN, OPERATE
AND MAINTAIN A PIPELINE FOR THE
TRANSPORTATION OF NATURAL GAS IN
DELAWARE COUNTY, IOWA**

TRACT NO. IA-DE-0370

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TO THE SHERIFF OF DELAWARE COUNTY, IOWA:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain land in Delaware, County, Iowa, for right-of-way in the above-captioned matter held on the 12 day of May, 1999, are as follows, and that these claims are due, just, and unpaid:

1	day service at $50.00 per day	$ 50.00
20	miles at $0.30 per mile	$ 6.00
1	meals and parking	$ 1.43
TOTAL		$ 57.43

Date 5/14/99
Co. No. 74098

Signed this 12 day of May, 1999.

James J. Hyerstedge
Name:
Commissioner

IN THE MATTER OF THE CONDEMNATION OF EASEMENT RIGHTS IN LAND BY ALLIANCE PIPELINE L.P. TO CONSTRUCT, OWN, OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS IN DELAWARE COUNTY, IOWA

TRACT NO. IA-DE-0370

COMPENSATION COMMISSIONER STATEMENT OF FEES AND COSTS INCURRED

TO THE SHERIFF OF DELAWARE COUNTY, IOWA:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain land in Delaware, County, Iowa, for right-of-way in the above-captioned matter held on the 12 day of May, 1999, are as follows, and that these claims are due, just, and unpaid:

1 day service at $50.00 per day	$ 50.00
_____ miles at $0.30 per mile	$ _____
_____ meals and parking	$ 4.49
TOTAL	$ 54.49

Date 5-14-99
Ck. No. 74098

Signed this 12 day of May, 1999.

J. Burke

Name: Jerry Burke
Commissioner

**IN THE MATTER OF THE
CONDEMNATION OF EASEMENT RIGHTS IN
LAND BY ALLIANCE PIPELINE L.P.
TO CONSTRUCT, OWN, OPERATE
AND MAINTAIN A PIPELINE FOR THE
TRANSPORTATION OF NATURAL GAS IN
DELAWARE COUNTY, IOWA**

TRACT NO. IA-DE-0370

**COMPENSATION COMMISSIONER STATEMENT
OF FEES AND COSTS INCURRED**

TO THE SHERIFF OF DELAWARE COUNTY, IOWA:

I certify that my fee and expenses as a member of the Commission in the matter of the condemnation of certain land in Delaware, County, Iowa, for right-of-way in the above-captioned matter held on the 12 day of May, 1999, are as follows, and that these claims are due, just, and unpaid:

1	day service at $50.00 per day	$ 50.00
69	miles at $0.30 per mile	$ 20.70
1	meals and parking	$ 3.98
TOTAL		$ 74.68

PAID Date 5-14-99 Ck. No. 74098

Signed this 12 day of May, 1999.

Name: Jan Jaggers
Commissioner

Jan Jaggers

**IN THE MATTER OF THE
CONDEMNATION OF EASEMENT RIGHTS IN
LAND BY ALLIANCE PIPELINE L.P.
TO CONSTRUCT, OWN, OPERATE
AND MAINTAIN A PIPELINE FOR THE
TRANSPORTATION OF NATURAL GAS IN
DELAWARE COUNTY, IOWA**

TRACT NO. IA-DE-0370

SHERIFF'S CERTIFICATION AS TO AWARDS AND COSTS

TO: Alliance Pipeline L.P.

I certify that the Commissioners in the above-entitled cause convened at Manchester, Iowa, on the 12th day of May, 1999, and thereupon proceeded to view the premises being condemned and said Commissioners did thereafter on the 12th day of May, 1999, file their report in my office awarding damages as follows:

NAMES OF CONDEMNEES	Total AWARD	ATTORNEY FEES AND COSTS
1. Charles J. and Paula K. Wilgenbusch	183,610.00	$ 7,340.85
2. First State Bank	(includes Easement/perm/temp	
3. Dome Pipeline	$37,600.00 Tiling - $52,760.00 Devaluation - $93,250.00)	
4. Delaware County, Iowa		
Total Damages	$ 183,610.00	$ 7,340.85

I certify that the costs incident to this proceeding for the service of notices as listed below have been taxed as followed:

Date	Condemnee Served	Fee	Mileage	Rate	Amount	Total
4/27/99	Delaware County, Ia	$10.00	- 0 -			$10.00
	(Delaware Co. Auditor)					
4/27/99	First State Bank	10.00	- 0 -			10.00
	(Joseph Wiewel)					

Subtotal of Service Costs $20.00

Additional Sheriff's Costs:

Summoning and attending Commission meetings	$60.00
Mileage while attending Commission meetings	3.60
Mailing et al	5.00
Subtotal Sheriff's Costs	$ 88.60

Commissioners' Costs
(as reflected on attached statements) $360.27

PAID Date 5.14.99 Ck. No. 14058

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

Dated this 12th day of May, 1999.

Ron Wilhelm, Sheriff of
Delaware County, Iowa

By: Pat Becker
Deputy Pat Becker, Office Deputy

DIRECTIONS FOR SERVICE

TO: DELAWARE COUNTY SHERIFF
304 E. Delaware St.
Manchester, IA 52057
Attention: Ron Wilhelm

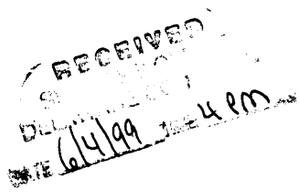
Tract No. IA-DE-0370

Alliance Pipeline Company
Condemnation of Pipeline Easement
in Delaware County, Iowa

Please serve the attached: Notice of Appeal, Original Notice, Petition and Jury Demand

issued in the above-entitled case. You are hereby directed to serve: Charles J. Wilgenbusch, 1373 240th Street, Manchester, Iowa 52057.

Service must be completed by June 11, 1999



Date: June 4, 1999

LANE & WATERMAN

By _____
C. Dana Waterman III
220 N. Main St., Ste. 600
Davenport, IA 52801
Telephone: (319)324-3246
Fax: (319)324-1616

m:\dwatermaniii\alliance 8647\service directions c wilgenbusch.doc

DIRECTIONS FOR SERVICE

TO: DELAWARE COUNTY SHERIFF
304 E. Delaware St.
Manchester, IA 52057
Attention: Ron Wilhelm

Tract No. IA-DE-0370

Alliance Pipeline Company
Condemnation of Pipeline Easement
in Delaware County, Iowa

Please serve the attached: Notice of Appeal, Original Notice, Petition and Jury Demand

issued in the above-entitled case. You are hereby directed to serve: Paula K. Wilgenbusch, 1373 240th Street, Manchester, Iowa 52057.

Service must be completed by June 11, 1999

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 6-4-99 TIME 4 PM

Date: June 4, 1999

LANE & WATERMAN

By _____

C. Dana Waterman III
220 N. Main St., Ste. 600
Davenport, IA 52801
Telephone: (319)324-3246
Fax: (319)324-1616

DIRECTIONS FOR SERVICE

TO: DELAWARE COUNTY SHERIFF
304 E. Delaware St.
Manchester, IA 52057
Attention: Ron Wilhelm

Tract No. IA-DE-0370

Alliance Pipeline Company
Condemnation of Pipeline Easement
in Delaware County, Iowa

Please serve the attached: Notice of Appeal, Original Notice, Petition and Jury Demand

issued in the above-entitled case. You are hereby directed to serve: First State Bank, 300 E. Main Street, Manchester, Iowa 52057.

Service must be completed by June 11, 1999

Date: June 4, 1999

RECEIVED
6.4.99 4pm

LANE & WATERMAN

By _____
C. Dana Waterman III
220 N. Main St., Ste. 600
Davenport, IA 52801
Telephone: (319)324-3246
Fax: (319)324-1616

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DIRECTIONS FOR SERVICE

TO: DELAWARE COUNTY SHERIFF
304 E. Delaware St.
Manchester, IA 52057
Attention: Ron Wilhelm

Tract No. IA-DE-0370

Alliance Pipeline Company
Condemnation of Pipeline Easement
in Delaware County, Iowa

Please serve the attached: Notice of Appeal, Original Notice, Petition and Jury Demand

issued in the above-entitled case. You are hereby directed to serve: Delaware County, Iowa, c/o Delaware County Auditor, Delaware County Courthouse, 301 E. Main St., Manchester, Iowa 52057.

Service must be completed by June 11, 1999

Date: June 4, 1999

6.4.99 4PM

LANE & WATERMAN

By _____
C. Dana Waterman III
220 N. Main St., Ste. 600
Davenport, IA 52801
Telephone: (319)324-3246
Fax: (319)324-1616

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DIRECTIONS FOR SERVICE

TO: DELAWARE COUNTY SHERIFF
304 E. Delaware St.
Manchester, IA 52057
Attention: Ron Wilhelm

Tract No. IA-DE-0370

Alliance Pipeline Company
Condemnation of Pipeline Easement
in Delaware County, Iowa

Please serve the attached: Notice of Appeal, Original Notice, Petition and Jury Demand

issued in the above-entitled case. You are hereby directed to serve: Delaware County Sheriff, 304 E. Delaware St., Manchester, Iowa 52057.

Service must be completed by June 11, 1999

Date: June 4, 1999

LANE & WATERMAN

By _____
C. Dana Waterman III
220 N. Main St., Ste. 600
Davenport, IA 52801
Telephone: (319)324-3246
Fax: (319)324-1616

RECEIVED
6.4.99 4pm

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THE IOWA STATE BAR ASSOCIATION Official Form No. 301	C.D.Waterman III ISBA # 5868	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

THE IOWA DISTRICT COURT

DELAWARE COUNTY

ALLIANCE PIPELINE L.P.

Plaintiff(s),

VS.

CHARLES J. WILGENBUSCH; PAULA K. WILGENBUSCH; FIRST STATE BANK; DOME PIPELINE CORPORATION and DELAWARE COUNTY, IOWA,

Defendant(s).

LAW ☒

EQUITY ☐ No. LACV004349

ORIGINAL NOTICE

DELAWARE COUNTY IOWA
FILED
DATE 6.4.99 TIME 4PM

TO THE ABOVE-NAMED DEFENDANT(S):

You are notified that a petition has been filed in the office of the clerk of this court naming you as the defendant(s) in this action. A copy of the petition (and any documents filed with it) is attached to this notice.

The name~~(s)~~ and address~~(es)~~ of the attorney~~(s)~~ for the plaintiff(s) (is) ~~(are)~~ C. D. Waterman III and Monique C. Gorsline, Lane & Waterman, 220 N. Main, Suite 600, Davenport, IA 52801.

The attorney's~~(s')~~ phone number~~(s)~~ (is~~)~~ ~~(are)~~ 319-324-3246;

facsimile number~~(s)~~ 319-324-1616.

You must serve a motion or answer within 20 days after service of this original notice upon you, and within a reasonable time thereafter, file your motion or answer with the Clerk of Court for Delaware County, at the county courthouse in Manchester, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the petition.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at the Delaware County Courthouse, Clerk's Office. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942.)

(SEAL)

Lenny Emrich jp
CLERK OF COURT

Delaware County Courthouse

Manchester, Iowa 52257

IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS

© The Iowa State Bar Association
IOWADOCS™ 9/97

THE IOWA STATE BAR ASSOCIATION Official Form No. 301	C.D.Waterman III ISBA # 5868	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

THE IOWA DISTRICT COURT

DELAWARE COUNTY

ALLIANCE PIPELINE L.P.

Plaintiff(s),

VS.

CHARLES J. WILGENBUSCH; PAULA K. WILGENBUSCH; FIRST STATE BANK; DOME PIPELINE CORPORATION and DELAWARE COUNTY, IOWA,

Defendant(s).

LAW ☒

EQUITY ☐ No. LACV004349

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The name~~(s)~~ and address~~(es)~~ of the attorney~~(s)~~ for the plaintiff(s) (is) ~~(are)~~ C. D. Waterman III and Monique C. Gorsline, Lane & Waterman, 220 N. Main, Suite 600, Davenport, IA 52801.

The attorney's~~(s')~~ phone number~~(s)~~ (is~~)~~ ~~(are)~~ 319-324-3246;

facsimile number~~(s)~~ 319-324-1616.

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(SEAL)

Lenny Emrich

CLERK OF COURT

Delaware County Courthouse

Manchester, Iowa 52257

IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS

IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P.,	)	
	)	
Plaintiff-Appellant,	)	Law No. LACV004349
	)	
vs.	)	
	)	
CHARLES J. WILGENBUSCH; PAULA K. WILGENBUSCH; FIRST STATE BANK; DOME PIPELINE CORPORATION; and DELAWARE COUNTY, IOWA,	)	**PETITION FOR TRACT IA-DE-0370 AND JURY DEMAND**
	)	
Defendants-Appellees.	)	

FILED
99 JUN -4 PM 3:28
DELAWARE COUNTY, IOWA

COMES NOW, Plaintiff-Appellant, Alliance Pipeline L.P., ("Alliance"), by and through its attorney, Lane & Waterman and for cause of action states as follows:

1. Alliance commenced eminent domain proceedings relating to the above-referenced tract of land and upon hearing before the Delaware County Compensation Commission (the "Commission") on May 12, 1999, the Commission awarded the Defendants/Appellees the sum of One Hundred Eighty-Three Thousand Six Hundred Ten Dollars ($183,610.00), plus attorneys' fees and expert witness fees in the amount of Seven Thousand Three Hundred Forty Dollars and Eighty-Five Cents ($7,340.85), all as will more fully appear in the true copies of the Report of the Commission to be filed herein by the Delaware County Sheriff.

2. The Commission erred in fact, and as to matters of law, in the award of compensation made by the Commission. The Commission awarded more than just compensation to the Defendants, not limited to the difference in value of the property before,

and after, the taking by Plaintiff/Appellant Alliance; and the Commission awarded said Defendants future damages, speculative in nature, for crop loss, tiling, construction, and other damages, which may expose Alliance to duplicate claims for the same elements of damage under the provisions of Chapters 6B and 479A, Code of Iowa, and the Agricultural Impact Mitigation Agreement (AIMA) executed between Alliance and the State of Iowa for Defendants' benefit. Moreover, the Commission erred in awarding fees and expenses in excess of those allowed by law.

3. This Court is to award the Defendants/Appellees just compensation, being the difference in value of their property before, and after, the taking by Plaintiff/Appellant. Future damages, including, but not limited to, crop loss, tiling, and construction damages, are to be determined later in separate proceeding under Iowa Code Chapter 6B.52, Iowa Code Chapter 479A and under the AIMA.

4. The just compensation to which Defendants are entitled as a result of the taking by Plaintiff/Appellant Alliance is $13,720.00.

5. The taking by Plaintiff/Appellant Alliance, at issue here, is most particularly described in the Notice of Condemnation, attached hereto as Exhibit "1" and incorporated herein by this reference. The Notice of Condemnation provided that the hearing in this matter was scheduled for May 12, 1999.

6. No Defendants, other than Charles J. Wilgenbusch and Paula K. Wilgenbusch are entitled to any just compensation in

these proceedings, separate and apart from the compensation to be awarded to Defendants Charles J. Wilgenbusch and Paula K. Wilgenbusch.

7. Plaintiff-Appellant requests this appeal be tried to a jury.

WHEREFORE, Plaintiff/Appellant Alliance Pipeline L.P. requests that the Court enter an order ascertaining the just compensation to which Defendants, Charles J. Wilgenbusch and Paula K. Wilgenbusch are entitled, being in the amount of $13,720.00; and the Court enter judgment for the costs of this action; and the Court order all sums in excess of the just compensation set forth herein, previously paid by Plaintiff/Appellant Alliance Pipeline L.P. to the Delaware County Sheriff pursuant to Chapter 6B.25, Code of Iowa, be returned to Plaintiff/Appellant Alliance Pipeline, L.P.; and for any and all other further relief deemed just in the premises.

LANE & WATERMAN

By: _____
C.D. Waterman III

By: _____
Monique C. Gorsline

ATTORNEYS FOR PLAINTIFF-
APPELLANT ALLIANCE
PIPELINE L.P.
220 Main Street
Suite 600
Davenport, Iowa 52801
Telephone: (319) 324-3246
Fax: (319) 324-1616

Copies to:

Charles J. Wilgenbusch
Paula K. Wilgenbusch
1373 - 240th Street
Manchester, IA 52057

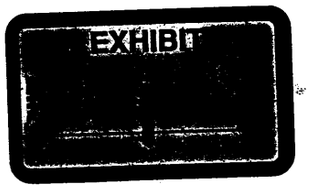
First State Bank
300 E. Main St.
P.O. Box 439
Manchester, IA 52057

Dome Pipeline Corporation
c/o C.T. Corporation Systems
2222 Grand Avenue
Des Moines, IA 50312

Delaware County, Iowa
c/o Delaware County Auditor
Delaware County Courthouse
301 E. Main Street
Manchester, IA 52057

Delaware County Sheriff
304 E. Delaware Street
P.O. Box 116
Manchester, IA 52057

John Hines, Esq.
Kevin Ahrenholz, Esq.
3151 Brockway Rd.
P.O. Box 810
Waterloo, IA 50704



IN THE MATTER OF THE CONDEMNATION OF EASEMENT RIGHTS IN LAND BY ALLIANCE PIPELINE L.P. TO CONSTRUCT, OWN, OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS IN DELAWARE COUNTY, IOWA

TRACT NO. IA-DE-0370

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

Charles J. Wilgenbusch
Paula K. Wilgenbusch
1373 240th Street
Manchester, IA 52057

First State Bank
300 E. Main Street
P. O. Box 439
Manchester, IA 52057

Dome Pipeline Corporation
c/o C. T. Corporation
2222 Grand Avenue
Des Moines, IA 50312

Delaware County, Iowa
c/o Delaware County Auditor
Delaware County Courthouse
301 E. Main Street
Manchester, IA 52057

and to all other persons, companies, or corporations having any interest in or owning any of the following described real estate:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter and the Northwest Quarter

of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 10, Township 88 North, Range 6 West, Delaware County, Iowa.

You and each of you are hereby notified that Alliance Pipeline L.P. ("Alliance") desires condemnation of certain rights in the land described above, as more specifically described herein and in the Application filed with the Chief Judge of the First Judicial District, which includes Delaware County, Iowa, and in the Office of the Sheriff of Delaware County, Iowa, to which you are referred.

The real estate and right-of-way are described and set forth on Exhibit "A" attached hereto and are depicted on the plat included as a part of Exhibit "A".

Alliance seeks to acquire, by the process of eminent domain, an exclusive and perpetual easement sixty (60) feet in width on, under, across and through the real estate hereinafter set forth for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing and removing a pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances thereto, for the transportation of natural gas and associated liquids or substances, together with the right to utilize additional land not more than 55 feet in width for purposes of temporary working space during initial construction, except as may be required at road, rail and river crossings and under other special circumstances as shown on the attached plat. No above-ground facilities shall be located within the easement area except for pipeline markers and cathodic protection equipment which shall be located at the property boundary lines only, if at all. Following completion of construction, the easement rights of Alliance shall be limited to that area shown on the attachment as "permanent easement."

During construction Alliance shall maintain access to or provide alternate access to all areas of owner's land crossed by the pipeline, or compensate owner for any resulting crop loss or damage.

Provided its use does not in any manner interfere with or prevent the exercise by Applicant of its rights hereunder, or create any actual or potential hazard to the pipeline or its appurtenances, owner reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands; provided, however, that the Applicant shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, structures and other obstructions or facilities in the permanent easement being conveyed which are deemed by Applicant to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of said pipeline, or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that owner shall not excavate or otherwise alter the ground elevation, construct any dam or otherwise create a water impoundment within or over the permanent easement

without prior authorization of the Applicant. The Applicant shall have all privileges necessary or convenient for the full use of the rights herein obtained, together with reasonable ingress and egress along the said pipeline. Access to and from the pipeline right-of-way shall only be from adjacent segments of the pipeline right-of-way, or from adjacent public highway or railroad right-of-way. Applicant shall have the right to remove all fences from the easement as required for purposes of construction of Applicant's pipeline and Applicant shall repair all such fences promptly upon completion of construction on the property to a condition as good as or better than the condition of the fences prior to construction. Following the commencement of construction of the pipeline, Applicant shall continue to own the pipeline and all other equipment and facilities it installs or constructs within the easement and right-of-way. Applicant's rights may be assigned in whole or in part.

In the event that Alliance shall at any time abandon is rights herein obtained in accordance with federal, state and local law and the applicable FERC regulations during or following pipeline construction, then, in such case, Alliance agrees to cancel and terminate the easement and quit claim any interest in the property to Owner; provided, that Alliance shall retain its rights hereunder to the extent necessary to comply with any conditions imposed by the FERC with respect to Alliance's abandonment of the pipeline. Any damages incurred by Owner as a result of abandonment of the pipeline shall be paid by Alliance.

The easement rights to be acquired and the resultant assessment of damages shall be and are subject to that certain Agricultural Impact Mitigation Agreement between the Alliance Pipeline L.P.; the Iowa Attorney General's Office, Iowa Department of Agriculture and Land Stewardship, and the Office of Consumer Advocate; and the Minnesota Attorney General's Office and Minnesota Department of Agriculture, which Agreement was dated September 2, 1997 and September 3, 1997.

In furtherance of its obligations under the mitigation agreement, Applicant shall reimburse owner for the cost of fertilizer to appropriately restore fertility over the permanent and temporary easements to levels approximately the same as those found in similar soils located in adjacent, off right-of-way areas, as demonstrated by appropriate soil testing performed by a reputable, independent testing laboratory.

The easement rights sought and the resultant assessment of damages are subject to the requirements of Chapters 6B and 479A, Code of Iowa, as may be amended from time to time and 199 Iowa Administrative Code Chapter 9, so that damage claims shall be separately and subsequently settled and paid following construction. Such provisions include the following:

(a) The requirement of Section 6B.52, Code of Iowa, permitting, for a period of five years subsequent to any initial settlement of construction or

maintenance damages, the renegotiation of a settlement for construction or maintenance damages not apparent at the time of any such initial settlement.

(b) The requirement of Section 479A.11, Code of Iowa, which requires that Applicant pay the owner of lands and the owner of crops thereon for all damages caused by entering, using or occupying said lands for these purposes and all damages caused after completion of construction of said pipeline on account of settling of the soil, wash or erosion of the soil along and above the location of said pipeline.

(c) Provisions for particular damage claims as set forth in Section 479A.24, Code of Iowa.

(d) The procedure for determination of installation damages as provided in Section 479A.25, Code of Iowa.

(e) The requirement of Section 479A.26, Code of Iowa, that Applicant pay the additional costs, if any, of new tile construction caused by an existing pipeline.

In the alternative to the above, if, at any time, owner wishes to make a claim for compensation from Applicant for reduced crop yield caused by construction of Applicant's pipeline, owner may present such claim to Applicant, together with evidence to support such claim. If Applicant declines to pay owner's compensation claim within 30 days, owner may present the claim and supporting material, for a determination of its validity, to either: (1) the county Soil and Water Conservation District representative; or (2) a qualified, independent crop insurance adjuster doing business in the county. Applicant promptly shall compensate owner in the amount determined by the party set forth above. If the party set forth above upholds owner's claim, Applicant shall pay any costs associated with obtaining that determination. If said party denies or reduces owner's claim, Applicant and owner shall pay any such costs equally.

That such condemnation is sought to construct, own, operate and maintain a natural gas pipeline as provided under federal law, including the Natural Gas Act, and the relevant provisions of the Code of Iowa.

That a Commission has been appointed as provided by law for the purpose of appraising and awarding damages which will be caused by said condemnation. That said Commission will, on the 12th day of May, 1999, at 9:00 o'clock A.M. convene at the Delaware County Courthouse, Sheriff's Office, E. Delaware Street, Manchester, IA 52057, and immediately thereafter view said premises. They will then return to the Sheriff's Office and proceed to appraise and award said damages.

You may participate in these proceedings before the commissioners, if you care to do so.

Dated this 21st day of April, 1999.

ALLIANCE PIPELINE L.P.

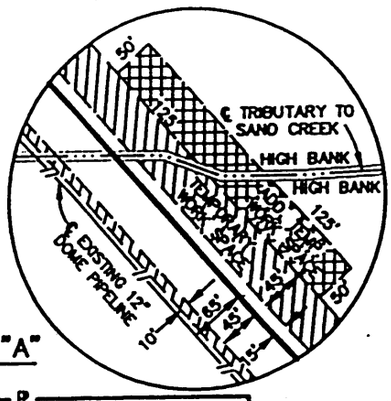
By: _____
Antonio Colacino PK0000930

By: _____
Ann C. Spellman PK0014371
Bradshaw, Fowler, Proctor & Fairgrave, P.C.
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309-2727
Tel: (515) 243-4191
Fax: (515) 246-5808

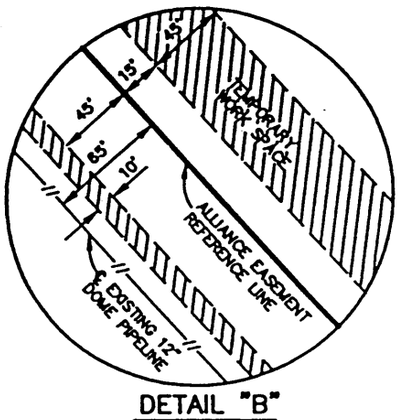
ATTORNEYS FOR APPLICANT
ALLIANCE PIPELINE L.P.

DELAWARE COUNTY, IOWA

T-88-N, R-6-W, SECTION 10



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

N

SCALE: 1"=600'
0 300 600

N01°03'45"W
1347.46'
(CALC.)

SE4 NW4

SEE DETAIL "A"

P.O.B.

TRIBUTARY TO SAND CREEK

IA-DE-0370
CHARLES J. WILGENBUSCH, ET UX
SE4 NW4, E2 SW4, & W2 SE4, SEC. 10
VOL. 139, PG. 293
D.C.D.R.

IA-DE-0369
RONALD M. BROCKENSTEDT, ET UX

NW4 SE4

NE4 SW4

EXISTING 12" DOME PIPELINE

S42°11'38"E
2787.28'

ALLIANCE EASEMENT REFERENCE LINE

SEE DETAIL "A"

SE4 SW4

SW4 SE4

S42°10'17"E
732.85'

SEE DETAIL "C"

IA-DE-0370-X

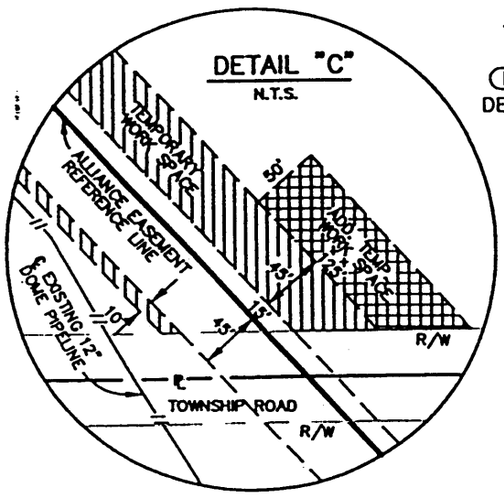
TOWNSHIP ROAD

R/W

R/W

TERMINAL POINT

N89°29'36"E
337.80'
(CALC.)



DETAIL "C"
N.T.S.

IA-DE-0371
DEAN A. STREIF, ET AL

TOTAL LENGTH: 3520.13 FEET
PERMANENT EASEMENT : 4.81 AC.
TEMPORARY WORK SPACE : 4.32 AC.
ADD. TEMP. WORK SPACE : 0.48 AC.

NO.	DATE	REVISION	REV.	CKD.	APR.
2	3/22/99	SURVEY (3)	JJE	LAG	

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0370

CHARLES J. WILGENBUSCH, ET UX
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: JSR	DATE: 3/19/99	APPROVED BY: LAG
CHECKED BY: WCV	DATE: 3/19/99	DATE: 3/19/99
SCALE: 1" = 600'	DWG NO.:	APL-2604A-8370

EXHIBIT "A"
PAGE 1 OF 2

FILE INFO: I:\2604.000\APLATS\DELAWARE\la8370p.dwg 1=600 03/22/1999 08:53 TLW

REFERENCE LINE DESCRIPTION

BEING A SIXTY (60) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY OVER, UNDER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED AS THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, BEING MORE SPECIFICALLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOWNSHIP 88 NORTH, RANGE 6 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 139, PAGE 293 OF THE DEED RECORDS OF DELAWARE COUNTY, IOWA. SAID PERMANENT EASEMENT AND RIGHT OF WAY BEING FIFTEEN (15) FEET NORTHEASTERLY AND FORTY FIVE (45) FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, BEARS NORTH 01°03'45" WEST, A DISTANCE OF 1347.46 FEET, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12' DOME PIPELINE THE FOLLOWING COURSES AND DISTANCES;

THENCE SOUTH 42°11'38" EAST, AT A DISTANCE OF 1764.81 FEET PASS THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, AT A DISTANCE OF 2017.53 FEET PASS THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, IN ALL A DISTANCE OF 2787.28 FEET;

THENCE SOUTH 42°10'17" EAST, AT A DISTANCE OF 537.71 FEET END SAID PARALLEL WITH SAID EXISTING 12" DOME PIPELINE, IN ALL A DISTANCE OF 732.85 FEET TO THE TERMINAL POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, BEARS NORTH 89°29'36" EAST, A DISTANCE OF 337.80 FEET, EXTENDING OR SHORTENING AT THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY TO INTERSECT WITH AND TERMINATE AT SAID WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10 AND SAID SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 3520.13 FEET AND SAID PERMANENT EASEMENT CONTAINING 4.81 ACRES OF LAND.

TEMPORARY WORK SPACE DESCRIPTION

BEING TWO (2) TEMPORARY WORK SPACE EASEMENTS, THE FIRST BEING A FORTY FIVE (45) FOOT WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED SIXTY (60) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY. THE SECOND BEING A TEN (10) FOOT WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED SIXTY (60) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY, THE FIRST EXTENDING OR SHORTENING AT THE SIDELINES TO INTERSECT WITH AND TERMINATE AT SAID WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, THE NORTH AND SOUTH HIGH BANKS OF A TRIBUTARY TO SAND CREEK, AS DEPICTED IN DETAIL "A" AND THE NORTH RIGHT OF WAY LINE OF SAID TOWNSHIP ROAD, AS DEPICTED IN DETAIL "C", THE SECOND EXTENDING OR SHORTENING AT THE SIDELINES TO INTERSECT WITH AND TERMINATE AT SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, SAID NORTH AND SOUTH HIGH BANKS OF SAID TRIBUTARY TO SAND CREEK, AS DEPICTED IN DETAIL "A", AND SAID NORTH RIGHT OF WAY LINE OF SAID TOWNSHIP ROAD, AS DEPICTED IN DETAIL "C". THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 4.32 ACRES OF LAND.

ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION

BEING THREE (3) ADDITIONAL TEMPORARY WORK SPACE EASEMENTS, BEING FIFTY (50) FOOT WIDE BY ONE HUNDRED TWENTY FIVE (125) FEET IN LENGTH (ONE HUNDRED TWENTY FIVE (125) FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIPS OF LAND, CONTIGUOUS TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED FORTY FIVE (45) FOOT WIDE TEMPORARY WORK SPACE EASEMENT. THE FIRST AND SECOND BEING CONTIGUOUS TO SAID NORTH AND SOUTH HIGH BANKS OF SAID TRIBUTARY TO SAND CREEK, AS DEPICTED IN DETAIL "A", THE THIRD BEING CONTIGUOUS TO SAID NORTH RIGHT OF WAY LINE OF SAID TOWNSHIP, AS DEPICTED IN DETAIL "C", THE FIRST, SECOND AND THIRD ADDITIONAL TEMPORARY WORK SPACE EASEMENTS CONTAINING 0.48 ACRE OF LAND.

NOTE: BEARINGS ARE BASED ON UTM ZONE 15, AND DERIVED FROM G.P.S. METHODS.

ISSUED WITH SURVEY REV. 2 DATE: 3/22/99

FILE INFO: I:\2604.000\APLATS\DELAWARE\la8370p.dwg 1=600 03/22/1999 08:53 TLW

FIDLAR & CHAMBERS CO.

FORM 101H-012

In the Iowa District Court, for Delaware County

Case Name Alliance Pipeline LP/Charles & Paula Wilgenbusch et al
Case No. Tract No. IA-DE-0370 LACV004349
Notice recd. this date 6/4/99

STATE OF IOWA

Delaware COUNTY } SS

I certify that I served a copy of:

- [X] Petition and Original Notice
- [ ] Modification/Application and Notice
- [ ] Order to Show Cause
- [ ] Order Filed
- [ ] Writ
- [X] Other Notice of Appeal/Jury Demand

RETURN OF SERVICE:

		Type of Service Code
X	Personal	1
X	Dwelling/Substitute	2
___	Hotel, Boarding/Rooming House	3
___	Corporation/Association	4
X	Official (State, County, City)	5
___	Spouse away from residence	6
X	Other Financial Institute	7

Served:

Paula Wilgenbusch (NAME) at 1373 240th St. Manchester Ia (ADDRESS) on 6/8/99 (DATE) — Type Code 1

___ at ___ on ___

___ at ___ on ___

___ at ___ on ___

___ at ___ on ___

Charles J. Wilgenbusch (NAME) by serving Paula Wilgenbusch (NAME) at Manchester Ia (ADDRESS) — Type Code 2

___ on ___, (a person residing therein who was then at least 18 years old) or (spouse away from residence). [Strike non-applicable part.]

Delaware County, Iowa
Delaware County Sheriff (COMPANY/GOVERNMENT UNIT NAME) by serving Carla Becker, Deputy Auditor
Ronald Wilhelm, Sheriff (NAME) — Type Code 5

First State Bank
~~XXXXX~~ its (TITLE) by serving Joseph Wiewel, President, on 6/7/99 (DATE), at Manchester, Iowa Delaware Count — Type Code 7

NOTES: (Diligent Search, etc.)

Ronald Wilhelm, Sheriff
Delaware, County, Iowa

Fees:
Service 40.00
Mileage 3.60
Copy 5.00
Total 48.60

John LeClere 28-4
(OFFICIAL TITLE)
John LeClere, Deputy 28-4

Fees charged to/paid by Atty/Party:

NOTE: Copy of Original Notice, if served, must be attached to this form.