**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-0401

**ENDORSEMENT OF SHERIFF OF MAILING
OF NOTICE OF APPRAISEMENT OF DAMAGES
AND TIME FOR APPEAL**

I, the undersigned, Sheriff of Delaware County, Iowa, hereby endorse and certify to the Report of Compensation Commission, to which this is attached, and that I have mailed by ordinary mail on this 12 day of May, 1999, the attached Notice of Appraisement of Damages and Time for Appeal to each of the persons to whom they are addressed.

Ronald Wilhelm

Ron Wilhelm, Sheriff of
Delaware County, Iowa

By: Pat Burns
Deputy Office Deputy

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-0401

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	AWARD	ATTORNEY FEES AND COSTS
1. Thomas & Nancy McDonald	$104,728.00	$11,169.58
2. Dorrance & Emogene McDonald	(includes: $20,640.00 easement ~~35,704.00 tiling~~ 48,384.00 devaluation)	
3. Maquoketa Valley Rural Electrical Cooperative		
4. Dome Pipeline Corporation		
5. Delaware County, Iowa		
6.		
Total Damages	$ 104,728.00	$ 11,169.58

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 (Delaware Co. Auditor)	$10.00	- 0 -		$10.00	$10.00

Subtotal of Service Costs _____

Additional Sheriff's Costs:

Summoning and attending Commission meetings ~~9.00 mileage~~

Mileage while attending Commission meetings /mailings 5.00

all other costs on Wilgenbusch case held same day, May 12th(Wilgenbusch,McDonalds) 0370/0400/0401 Subtotal Sheriff's Costs _____

Commissioners' Costs (on Wilgenbusch's)

(as reflected on attached statements)

Total Sheriff's fees $24.00

PAID Date 5/4/99 Ck. No.

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 12 day of May, 1999.

Ron Wilhelm, Sheriff of
Delaware County, Iowa

By: Pat Becker
Deputy Pat Becker, Office Deputy

SHERIFF

IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P., Plaintiff-Appellant, vs. THOMAS MCDONALD; NANCY MCDONALD; DORRANCE B. MCDONALD; EMOGENE A. MCDONALD; MAQUOKETA VALLEY RURAL ELECTRICAL COOPORATIVE; DOME PIPELINE CORPORATION and DELAWARE COUNTY, IOWA Defendants-Appellees.	)	Law No. LACV4350 **NOTICE OF APPEAL FOR TRACT IA-DE-0401**

FILED
99 JUN -4 PM 3:25
DELAWARE COUNTY, IOWA

TO THE ABOVE-NAMED DEFENDANTS AND SHERIFF OF DELAWARE COUNTY, IOWA:

Each of you is hereby notified that **Alliance Pipeline L.P.** ("Alliance") hereby appeals to the Delaware County District Court from the award of damages made to it by the Delaware County Compensation Commission on the 12th day of May, 1999, concerning Alliance's taking of an easement across certain real estate identified as tract IA-DE-0401 and situated in Delaware County, Iowa by right of eminent domain, described as set forth on Exhibit "1" attached hereto and herein incorporated by this reference.

Said appeal will come on for hearing before said Court which convenes and is held at Manchester, Delaware County, Iowa, as by law provided.

You are further notified that a petition will be filed within 20 days from the date of this notice in the Office of the

Clerk of the District Court for Delaware County, Iowa and said cause will be heard and disposed of by law provided.

Dated this 4th day of June, 1999.

LANE & WATERMAN

By: _____
C.D. Waterman III

By: _____
Monique C. Gorsline

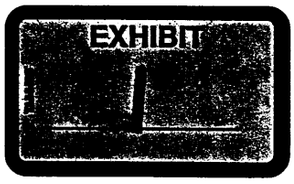
ATTORNEYS FOR PLAINTIFF-
APPELLANT ALLIANCE
PIPELINE L.P.
220 Main Street
Suite 600
Davenport, Iowa 52801
Telephone: (319) 324-3246
Fax: (319) 324-1616

True copy of this Notice of Appeal was received by and service was hereby accepted by the undersigned from Plaintiff-Appellant this 4 day of June, 1999.

Ronald Wiehelm
Delaware County Sheriff

By: Pat Becker, Office Deputy

x:\mailbox\mcg\alliance pipeline\notice of appeal 0401.doc



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-0401

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

Thomas McDonald
Nancy McDonald
3117 200th Avenue
Hopkinton, IA 52237

Thomas McDonald
Nancy McDonald
RR2, Box 203
Hopkinton, IA 52237

Dorrance B. McDonald
Emogene A. McDonald
104 Lakeview Ct.
Manchester, IA 52057

Maquoketa Valley Rural Electrical Cooperative
c/o Dorothy A. Postel
109 N. Huber Street
Anamosa, IA 52205

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 Northwest Quarter of the Northwest Quarter and the
Southwest Quarter of the Northwest Quarter of Section 23,
Township 87 North, Range 5 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 1:30 o'clock P.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.

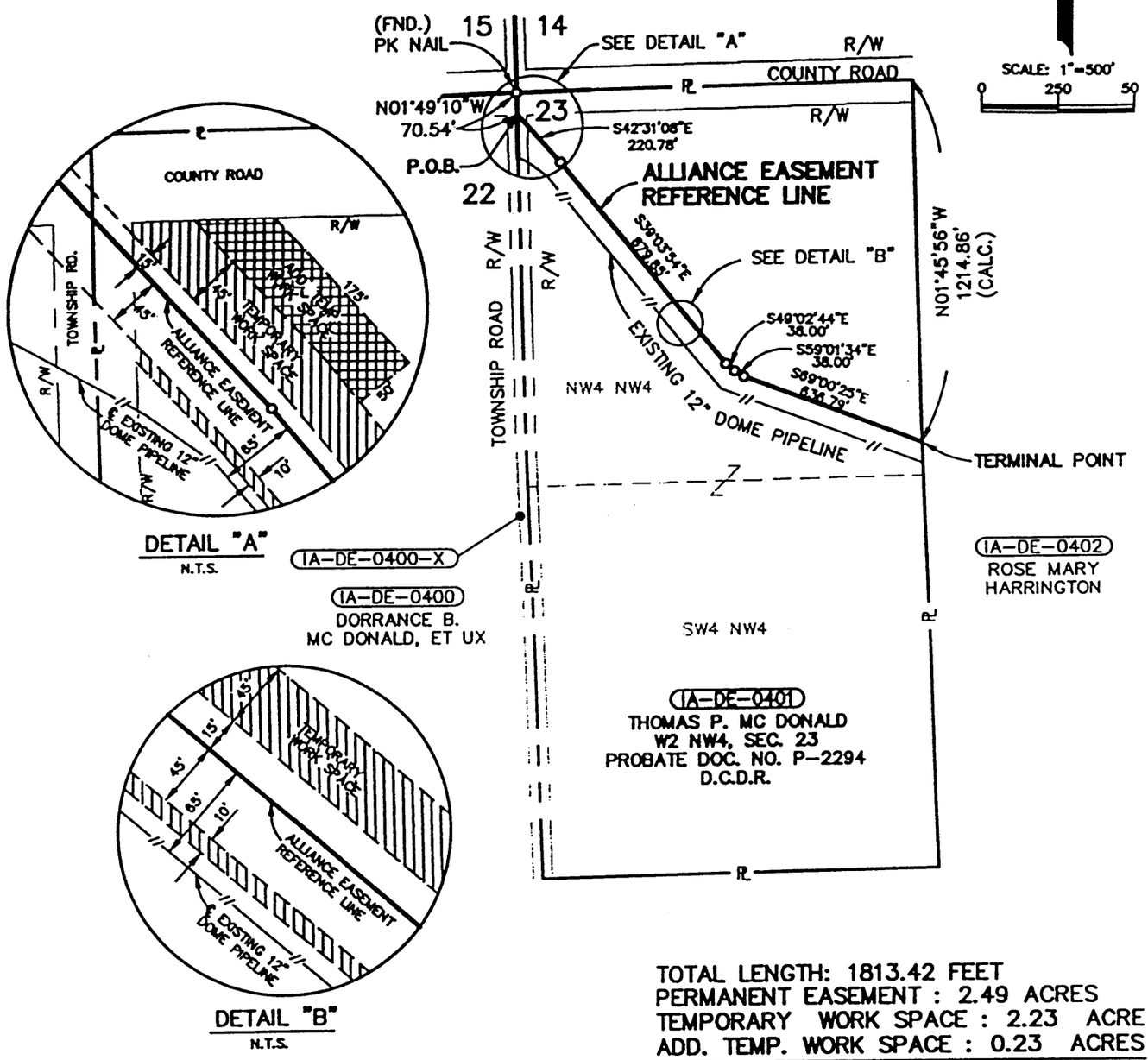
By: _____
Antonio Colacino PK0000930

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-87-N, R-5-W, SECTION 23



TOTAL LENGTH: 1813.42 FEET
PERMANENT EASEMENT : 2.49 ACRES
TEMPORARY WORK SPACE : 2.23 ACRE
ADD. TEMP. WORK SPACE : 0.23 ACRES

NO.	DATE	REVISION	BY	CKD.	APPR.
2	1/25/99	SURVEY 4	VEI	VEI	LAG
		REV.			

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0401

THOMAS P. MC DONALD
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: JSR	DATE: 3/24/99	APPROVED BY:	LAG
CHECKED BY: WCV	DATE: 3/24/99	DATE:	3/24/99
SCALE: 1" = 500'	DWG NO.:	APL-2604A-840	

EXHIBIT "A"
PAGE 1 OF 2

FILE INFO: I:\2604.000\APLATS\DELAWARE\la8401p.dwg 1=500 03/25/1999 14:28 JSR

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 WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, BEING MORE SPECIFICALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, TOWNSHIP 87 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN PROBATE DOCUMENT NO. P-2294 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 NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, FROM WHICH A PK NAIL FOUND MARKING THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, SAID NORTHWEST CORNER ALSO BEING A COMMON CORNER TO SECTIONS 14, 15, 22 AND 23, BEARS NORTH 01°49'10" WEST, A DISTANCE OF 70.54 FEET;

THENCE SOUTH 42°31'08" EAST, A DISTANCE OF 220.78 FEET TO A POINT, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSES AND DISTANCES;

THENCE SOUTH 39°03'54" EAST, A DISTANCE OF 879.85 FEET TO A POINT;

THENCE SOUTH 49°02'44" EAST, A DISTANCE OF 38.00 FEET TO A POINT;

THENCE SOUTH 59°01'34" EAST, A DISTANCE OF 38.00 FEET TO A POINT;

THENCE SOUTH 69°00'25" EAST, A DISTANCE OF 636.79 FEET TO THE TERMINAL POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, FROM WHICH THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, BEARS NORTH 01°45'56" WEST, A DISTANCE OF 1214.86 FEET, EXTENDING OR SHORTENING AT THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY TO INTERSECT WITH AND TERMINATE AT SAID WEST AND EAST LINES OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23. SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 1813.42 FEET AND SAID PERMANENT EASEMENT CONTAINING 2.49 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 EASEMENT EXTENDING OR SHORTENING AT THE SIDELINES TO INTERSECT WITH AND TERMINATE AT THE EAST RIGHT OF WAY LINE OF A TOWNSHIP ROAD, THE SOUTH RIGHT OF WAY LINE OF A COUNTY ROAD, AS DEPICTED IN DETAIL "A" AND SAID EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23. THE SECOND EASEMENT EXTENDING OR SHORTENING AT THE SIDELINES TO INTERSECT WITH AND TERMINATE AT SAID EAST RIGHT OF WAY LINE OF SAID TOWNSHIP ROAD, AS DEPICTED IN DETAIL "A" AND SAID EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23. THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 2.23 ACRES OF LAND.

ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION

BEING A FIFTY (50) FOOT WIDE BY ONE HUNDRED SEVENTY FIVE (175) FEET IN LENGTH (ONE HUNDRED SEVENTY FIVE (175) FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIP OF LAND, CONTIGUOUS TO SAID SOUTH RIGHT OF WAY LINE OF SAID COUNTY ROAD, AS DEPICTED IN DETAIL "A", CONTIGUOUS TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED FORTY FIVE (45) FOOT WIDE TEMPORARY WORK SPACE EASEMENT, CONTAINING 0.23 ACRE OF LAND.

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

ISSUED WITH SURVEY REV. 2 DATE: 3/25/99

FILE INFO: I:\2604.000\IAPLATS\DELAWARE\ia8401p.dwg 1=500 03/25/1999 14:28 JSR

C. D. Waterman III ISBA # 5868

THE IOWA DISTRICT COURT

DELAWARE COUNTY

LAW [X]

EQUITY [ ] **No.** LACV004350

ALLIANCE PIPELINE L.P.
Plaintiff(s),

VS.
THOMAS MCDONALD; NANCY MCDONALD; DORRANCE B. MCDONALD; EMOGENE A. MCDONALD; MAQUOKETA VALLEY RURAL ELECTRICAL COOPERATIVE; DOME PIPELINE CORPORATION and DELAWARE COUNTY, IOWA
Defendant(s).

ORIGINAL NOTICE

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 names and addresses of the attorneys for the plaintiff(s) are C. D. Waterman III and Monique C. Gorsline, 220 N. Main Street, Suite 600, Davenport, Iowa 52801. The attorneys' phone number is (319) 324-3246; facsimile number: (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 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 LKD
CLERK OF COURT
Delaware County Courthouse
Manchester, Iowa 52257

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

C. D. Waterman III ISBA # 5868

THE IOWA DISTRICT COURT

DELAWARE COUNTY

LAW [X]

EQUITY [ ] **No.** LACV004350

ALLIANCE PIPELINE L.P.
Plaintiff(s),

VS.
THOMAS MCDONALD; NANCY MCDONALD; DORRANCE B. MCDONALD; EMOGENE A. MCDONALD; MAQUOKETA VALLEY RURAL ELECTRICAL COOPERATIVE; DOME PIPELINE CORPORATION and DELAWARE COUNTY, IOWA
Defendant(s).

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(SEAL)

Lenny Emmick LCA
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, vs. THOMAS MCDONALD; NANCY MCDONALD; DORRANCE B. MCDONALD; EMOGENE A. MCDONALD; MAQUOKETA VALLEY RURAL ELECTRICAL COOPERATIVE; DOME PIPELINE CORPORATION and DELAWARE COUNTY, IOWA Defendants-Appellees.	)	Law No. LACV4352 **PETITION FOR TRACT IA-DE-0401 AND JURY DEMAND**

FILED
99 JUN -4 PM 3:33
DELAWARE COUNTY, IOWA

COMES NOW, Plaintiff-Appellant, Alliance Pipeline L.P., ("Alliance"), by and through its attorneys, 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 Four Thousand Seven Hundred Twenty-Eight Dollars ($104,728.00), plus attorneys' fees and expert witness fees in the amount of Eleven Thousand One Hundred Sixty-Nine Dollars and Fifty-Eight Cents ($11,169.58), 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.

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 $7,065.00.

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 Thomas McDonald, Nancy McDonald, Dorrance B. McDonald and Emogene A. McDonald are

entitled to any just compensation in these proceedings, separate and apart from the compensation to be awarded to Defendants Thomas McDonald, Nancy McDonald, Dorrance B. McDonald and Emogene McDonald.

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, Thomas McDonald, Nancy McDonald, Dorrance B. McDonald and Emogen McDonald are entitled, being in the amount of $7,065.00; 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:

Thomas McDonald
Nancy McDonald
3117 - 200th Ave.
Hopkinton, IA 52237

Thomas McDonald
Nancy McDonald
R.R. 2, Box 203
Hopkinton, IA 52237

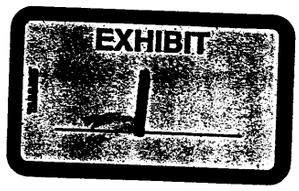
Dorrance B. McDonald
Emogene A. McDonald
104 Lakeview Ct.
Manchester, IA 52057

Maquoketa Valley Rural
Electric Cooperative
c/o Dorothy A. Postel
109 N. Huber St.
Anamosa, IA 52205

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

Delaware County Sheriff
304 E. Delaware Street
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-0401

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

Thomas McDonald
Nancy McDonald
3117 200th Avenue
Hopkinton, IA 52237

Thomas McDonald
Nancy McDonald
RR2, Box 203
Hopkinton, IA 52237

Dorrance B. McDonald
Emogene A. McDonald
104 Lakeview Ct.
Manchester, IA 52057

Maquoketa Valley Rural Electrical Cooperative
c/o Dorothy A. Postel
109 N. Huber Street
Anamosa, IA 52205

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 Northwest Quarter of the Northwest Quarter and the
Southwest Quarter of the Northwest Quarter of Section 23,
Township 87 North, Range 5 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 1:30 o'clock P.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.

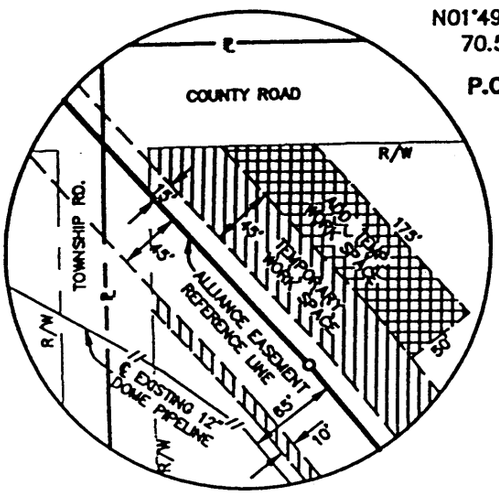
By: _____
Antonio Colacino PK0000930

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

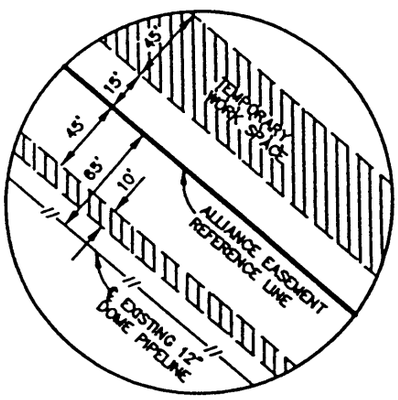
ATTORNEYS FOR APPLICANT
ALLIANCE PIPELINE L.P.

DELAWARE COUNTY, IOWA

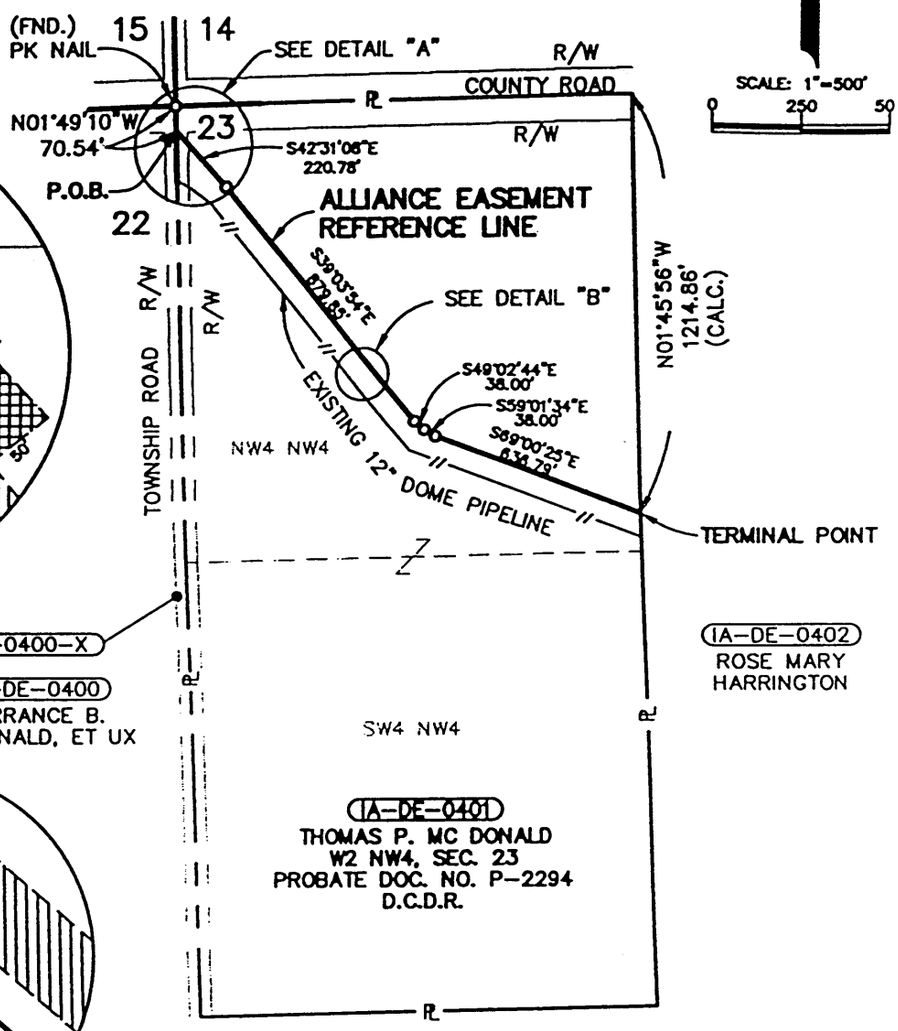
T-87-N, R-5-W, SECTION 23



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.





TOTAL LENGTH: 1813.42 FEET
PERMANENT EASEMENT : 2.49 ACRES
TEMPORARY WORK SPACE : 2.23 ACRE
ADD. TEMP. WORK SPACE : 0.23 ACRES

NO.	DATE	REVISION	BY	CKD.	APR.
2	7/2/99	SURVEY & REVISION	UEL	LAG	
1	3/25/99	REVISION	UEL	LAG	

Alliance pipeline

LINE LIST NO.: IA-DE-0401

THOMAS P. MC DONALD
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: JSR	DATE: 3/24/99	APPROVED BY: LAG
CHECKED BY: WCV	DATE: 3/24/99	DATE: 3/24/99
SCALE: 1" = 500'	DWG NO.: APL-2604A-840	

EXHIBIT "A"
PAGE 1 OF 2

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