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

$_____

Any interested party may, pursuant to Iowa Code Section 6B.18 (1997), within thirty (30) days from the date of mailing this Notice, appeal to the District Court as by law provided.

DATED this 19th day of May, 1999.

Ron Wilhelm, Sheriff of
Delaware County, Iowa

By: Pat Becker
Deputy Pat Becker, 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-0355, IA-DE-0355A and IA-DE-0357

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 19th 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 Becker
Deputy Pat Becker, 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-0355, IA-DE-0355A and IA-DE-0357

**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 _____ day of _____, 1999, are as follows, and that these claims are due, just, and unpaid:

1	day service at $50.00 per day	$ 50.00
2	miles at $0.30 per mile	$ .60
1	meals and parking	$ 7.17
TOTAL		$ 57.77

PAID 5/28/99 7412

Signed this 19 day of _____, 1999.

Name: Wilbur Fehlis
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-0355, IA-DE-0355A and IA-DE-0357

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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 _____ day of _____, 1999, are as follows, and that these claims are due, just, and unpaid:

1 day service at $50.00 per day	$ 50
_____ miles at $0._____ per mile	$_____
1 meals and parking	$ 7.91
TOTAL	$ 57.91

PAID 5/28/99 74112

Signed this 19th day of May, 1999.

_____
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-0355, IA-DE-0355A and IA-DE-0357

**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 19 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.
34	miles at $0. 30 per mile	$ 10.20
	meals and parking	$ 6.85
TOTAL		$ 67.05

PAI 5/26/99 74112

Signed this 19 day of May, 1999.

Name: Mike Wirt
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-0355, IA-DE-0355A and IA-DE-0357

**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 19 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	$ 5.74
TOTAL		$ 61.74

PAID 5/28/99 74112

Signed this 19 day of May, 1999.

Name: James J. Gerstenberger
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-0355, IA-DE-0355A and IA-DE-0357

**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 19 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
73	miles at $0.30 per mile	$ 21.90
1	meals and parking	$ 6.33
	TOTAL	$ 78.23

PAID 5/28/99 74112

Signed this 19 day of May, 1999.

Name: [signature]
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-0355, IA-DE-0355A and IA-DE-0357

**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 19 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
10	miles at $0.30 per mile	$ 3.00
1	meals and parking	$ 6.37
TOTAL		$ 59.37

PA 5/28/99 74112

Signed this 19 day of May, 1999.

Name: Vincent Kreps
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-0355, IA-DE-0355A and IA-DE-0357

**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 19th day of May, 1999, and thereupon proceeded to view the premises being condemned and said Commissioners did thereafter on the 19 th day of May, 1999, file their report in my office awarding damages as follows:

NAMES OF CONDEMNEES	AWARD	ATTORNEY FEES AND COSTS
1. Victor J. Schaul Pearl Schaul	$147,824.00	$3,926.77
2. Robert A. Schaul Marjorie A. Schaul	(Easement: $38,920.00 Tiling: $36,654.00 Devalue: $72,250.00)	
3. Dome Pipeline Corporation First State Bank		
4. Delaware County, Iowa		
5.		
Total Damages	$ $147,824.00	$ 3,926.77

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
4/29/99	Delaware County, Iowa	$10.00	0		$10.00	$10.00
4/29/99	First State Bank	10.00	$1.00		$11.00	11.00

Subtotal of Service Costs $21.00

Additional Sheriff's Costs:

Summoning and attending Commission meetings $60.00

Mileage while attending Commission meetings /mailings 9.40

$4.40 $5.00

Subtotal Sheriff's Costs $90.40

Commissioners' Costs

(as reflected on attached statements) $ 382.07

(Note: Commissioner costs etc. for both Schaul/Shover case
IA-DE-0355/355A/0357 (0399)

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.

PAID 5/28/99 7412

Dated this 19th day of May, 1999.

Ron Wilhelm, Sheriff of
Delaware County, Iowa

By: Pat Becker

Deputy Pat Becker, Office Deputy

IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P., Plaintiff-Appellant v. VICTOR J. SCHAUL; PEARL SCHAUL; ROBERT A. SCHAUL; MARJORIE A. SCHAUL; DOME PIPELINE CORPORATION; FIRST STATE BANK OF MANCHESTER; DELAWARE COUNTY, IOWA, Defendants-Appellees	LAW NO. LACV004359 **ORIGINAL NOTICE FOR TRACT NOS. IA-DE-0355; IA-DE-0355A and IA-DE-0357**

TO THE ABOVE-NAMED DEFENDANTS:

You are notified that a Notice of Appeal and Petition on Appeal has been filed in the office of the clerk of this Court naming you as the Defendants in this action. A copy of the Notice of Appeal and Petition for Appeal (and any documents filed with it) is attached to this Notice. The attorneys for the Plaintiff are:

Antonio Colacino and Ann C. Spellman
Bradshaw, Fowler, Proctor & Fairgrave, P.C.
801 Grand Avenue, Suite 3700
Des Moines, IA 50309
Telephone: (515) 243-4191
Facsimile: (515) 246-5808

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 Notice of Appeal and Petition for Appeal.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator (319) 589-4448. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942).

(SEAL)



Lenny Emrich

CLERK OF COURT LKE
Delaware County Courthouse
Manchester, Iowa 52057

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 v. VICTOR J. SCHAUL; PEARL SCHAUL; ROBERT A. SCHAUL; MARJORIE A. SCHAUL; DOME PIPELINE CORPORATION; FIRST STATE BANK OF MANCHESTER; DELAWARE COUNTY, IOWA, Defendants-Appellees	LAW NO. LACV004359 **NOTICE OF APPEAL FOR TRACT NOS. IA-DE-0355; IA-DE-0355A and IA-DE-0357**

FILED
99 JUN 10 PM 3:27
CLERK DISTRICT COURT
DELAWARE COUNTY, IOWA

TO THE ABOVE NAMED DEFENDANTS AND RON WILHELM, 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 and attorney fees and costs made to it by the Delaware County Compensation Commission on the 19th day of May, 1999, concerning Alliance's taking of an easement by right of eminent domain, across certain real estate identified as Tract Nos. IA-DE-0355; IA-DE-0355A and IA-DE-0357 and situated in Delaware County, Iowa, described as set forth in the Notice of Condemnation attached hereto as Exhibit "A" and incorporated herein 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.

BRADSHAW, FOWLER, PROCTOR & FAIRGRAVE, P.C.

By: _____
Antonio Colacino PK0000930

By: _____
Ann C. Spellman
801 Grand Avenue, Suite 3700
Des Moines, IA 50309-2727
Phone: (515) 246-5866
Fax: (515) 246-5808

ATTORNEYS FOR PLAINTIFF-APPELLANT
ALLIANCE PIPELINE L.P.

A true copy of this Notice of Appeal was received by the undersigned from Plaintiff-Appellant, Alliance Pipeline L.P. this 10 day of June, 1999.

Ron Wilhelm
Delaware County Sheriff

By: _____
O Dove 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-0355 and IA-DE-0355A and IA-DE-0357

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

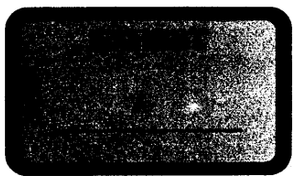
Victor J. Schaul
Pearl Schaul
1217 N. Fourth Street
Manchester, IA 52057

Robert A. Schaul
Marjorie A. Schaul
1209 210th Street
Masonville, IA 50654

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

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

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:

> Part of the Northeast Quarter of the Northeast Quarter of Section 32 and Part of the Northwest Quarter of the Northwest Quarter and Part of the Southwest Quarter of the Northwest Quarter and Part of the Southeast Quarter of the Northwest Quarter of Section 33, Township 89 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 19th 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.

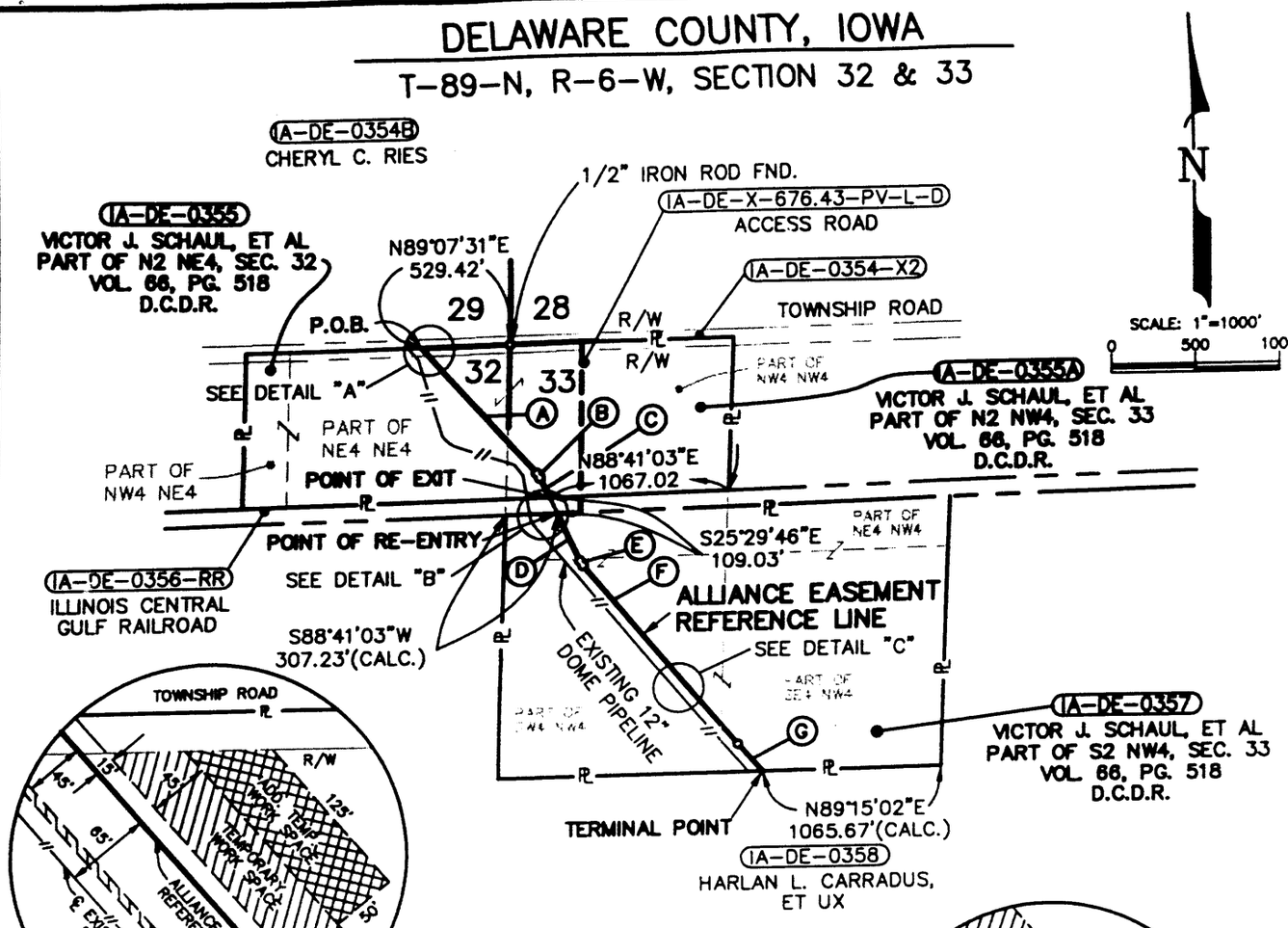
By: _____
Antonio Colacino PK0000930

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

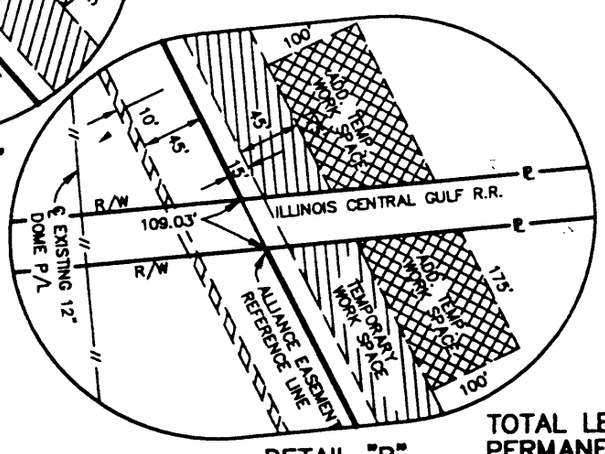
ATTORNEYS FOR APPLICANT
ALLIANCE PIPELINE L.P.

DELAWARE COUNTY, IOWA

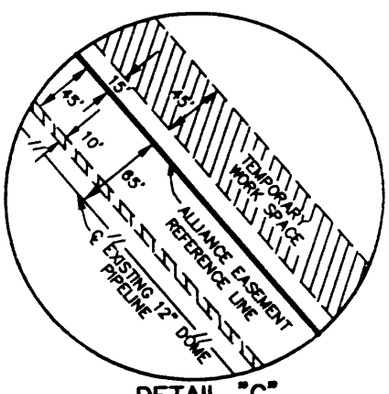
T-89-N, R-6-W, SECTION 32 & 33



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



DETAIL "C"
N.T.S.

BEARINGS & DISTANCES		
A	S41°50'43"E	1039.09'
B	S33°40'14"E	38.00'
C	S25°29'46"E	132.95'
D	S25°29'46"E	332.18'
E	S32°44'10"E	38.00'
F	S39°58'35"E	1452.50'
G	S41°04'33"E	227.40'

TOTAL LENGTH: 3260.12 FEET
PERMANENT EASEMENT : 4.63 ACRES
TEMPORARY WORK SPACE : 4.02 ACRES
ADD. TEMP. WORK SPACE : 1.08 ACRES

EXHIBIT "A"
PAGE 1 OF 3

NO.	DATE	REVISION	BY	CKD.	APR.
1	3/1/99	SURVEY 3	UEI	LAG	
2		REVISION	UEI		

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0355, IA-DE-0355A & IA-DE-0357

VICTOR J. SCHAUL, ET AL
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: DRG	DATE: 6/11/98	APPROVED BY:	LAG
CHECKED BY: GR	DATE: 6/11/98	DATE:	6/11/98
SCALE: 1" = 1000'	DWG NO.:	APL-2604A-835	

FILE INFO: I:\2604.000\IAPLATS\DELAWARE\ia8355p.dwg 1=1000 03/24/1999 10:37 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 PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 32, PART OF THE NORTH HALF OF THE NORTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, BEING MORE SPECIFICALLY DESCRIBED AS PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 89 NORTH, RANGE 6 WEST, DELAWARE COUNTY, IOWA, SAID SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 66, PAGE 518 OF THE DEED RECORDS OF DELAWA COUNTY, IOWA. SAID PERMANENT EASEMENT AND RIGHT OF WAY BEING FIFTEEN (15) FEET NORTHEASTERLY AND FORT FIVE (45) FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTEF OF SECTION 32, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, SAID NORTHEAST CORNER ALSO BEING A COMMON CORNER TO SECTIONS 28, 29, 32 AND 33, BEARS NORTH 89°07'31" EAST, A DISTANCE OF 529.42 FEET;

THENCE SOUTH 41°50'43" EAST, AT A DISTANCE OF 778.46 FEET PASS THE EAST LINE OF SAID PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, IN ALL A DISTANCE OF 1039.09 FEET TO A POINT

THENCE SOUTH 33°40'14" EAST, A DISTANCE OF 38.00 FEET TO A POINT;

THENCE SOUTH 25°29'46" EAST, A DISTANCE OF 132.95 FEET TO THE POINT OF EXIT ON THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD, FROM WHICH THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, BEARS NORTH 88°41'03" EAST, A DISTANCE OF 1067.02 FEET;

THENCE CONTINUING SOUTH 25°29'46" EAST, A DISTANCE OF 109.03 FEET TO THE POINT OF RE-ENTRY ON THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD, FROM WHICH THE MOST SOUTHERLY NORTHWEST CORNER OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, BEARS SOUTH 88°41'03" WEST, A DISTANCE OF 307.23 FEET TO A POINT;

THENCE CONTINUING SOUTH 25°29'46" EAST, AT A DISTANCE OF 311.87 FEET PASS THE SOUTH LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, IN ALL A DISTANCE OF 332.18 FEET TO A POINT;

THENCE SOUTH 32°44'10" EAST, A DISTANCE OF 38.00 FEET TO A POINT, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSES AND DISTANC

THENCE SOUTH 39°58'35" EAST, AT A DISTANCE OF 1295.85 FEET PASS THE EAST LINE OF SAID PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, IN ALL A DISTANCE OF 1452.50 FEET TO A

THENCE SOUTH 41°04'33" EAST, A DISTANCE OF 227.40 FEET TO THE TERMINAL POINT ON THE SOUTH LINE OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, BEARS NORTH 89°15'02" EAST, A DISTANCE OF 1065.67 FEET, EXTENDING OR SHORTENING AT THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY TO INTERSECT WITH AND TERMINATE AT SAID NORTH LINE OF SAID PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND SAID SOUTH LINE OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33. SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 3260.12 FEET AND SAID PERMANENT EASEMENT CONTAINING 4.63 ACRES OF LAND.

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

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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, BOTH EASEMENTS EXTENDING OR SHORTENING AT THEIR SIDELINES TO INTERSECT WITH AND TERMINATE AT THE SOUTH RIGHT OF WAY LINE OF A TOWNSHIP ROAD, AS DEPICTED IN DETAIL "A" THE NORTH AND SOUTH RIGHT OF WAY LINES OF THE ILLINOIS CENTRAL GULF RAILROAD AND THE SOUTH LINE OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33. THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 4.02 ACRES OF LAND.

ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION

BEING THREE (3) ADDITIONAL TEMPORARY WORK SPACE EASEMENTS, THE FIRST BEING A 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) STRIP OF LAND, CONTIGUOUS TO THE SAID SOUTH RIGHT OF WAY LINE OF SAID TOWNSHIP 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. THE SECOND AND THIRD BEING A ONE HUNDRED (100) FOOT WIDE BY ONE HUNDRED SEVENTY FIVE (175) FEET IN LENGTH (ONE HUNDRED SEVENTY FIVE (175) FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIPS OF LAND, CONTIGUOUS TO SAID NORTH AND SOUTH RIGHT OF WAY LINES OF THE ILLINOIS CENTRAL GULF RAILROAD, AS DEPICTED IN DETAIL "B", CONTIGUOUS TO AND PARALLEL WITH THE NORTH-EASTERLY LINE OF THE ABOVE DESCRIBED FORTY FIVE (45) FOOT WIDE TEMPORARY WORK SPACE EASEMENT. THE FIRST, SECOND AND THIRD ADDITIONAL TEMPORARY WORK SPACE EASEMENTS CONTAINING 1.08 ACRES OF LAND.

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

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IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P., Plaintiff-Appellant v. VICTOR J. SCHAUL; PEARL SCHAUL; ROBERT A. SCHAUL; MARJORIE A. SCHAUL; DOME PIPELINE CORPORATION; FIRST STATE BANK OF MANCHESTER; DELAWARE COUNTY, IOWA, Defendants-Appellees	LAW NO. LACV004359 **PETITION ON APPEAL FOR TRACT NOS. IA-DE-0355, IA-DE-0355A and IA-DE-0357**

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COMES NOW Plaintiff-Appellant, Alliance Pipeline L.P., (hereafter "Alliance"), through its undersigned counsel, and respectfully states to the Court as follows:

1. Alliance is the condemnor of certain property described more fully in the Notice of Condemnation that is attached to the Notice of Appeal filed herein.

2. Defendants are persons who have, or may claim to have, an interest in the payment that is the subject of this action.

3. Upon hearing before the Delaware County Compensation Commission on May 19, 1999 the Commission awarded Defendants the sum of $ 147,824.00 for the taking by Alliance, plus attorney fees and costs in the amount of $3,926.77, all of which will more fully appear in the true copies of the Report of the Commission to be filed herein by the Delaware County, Iowa Sheriff.

4. Alliance has appealed from that award in accordance with Iowa law.

5. 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 Defendants, not limited to the difference in value of their property before and after the taking by 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.

6. Additionally, the Commission erred in awarding attorney fees and expert witness fees in excess of those which should have been allowed under Iowa law.

7. This Court is to award Defendants just compensation, that being the difference in value of their property before and after the taking by Alliance. Future damages, including but not limited to, crop loss, tiling, and construction damages, are to be determined in later, separate proceedings under Chapter 6B.52 and Chapter 479A, and under the AIMA.

8. The just compensation to which Defendants are entitled as the result of the taking by Alliance is in the amount of $ 16,970.00.

WHEREFORE, Alliance Pipeline L.P. respectfully requests that the Court enter an Order ascertaining the just compensation to which Defendants are entitled, that being in

the amount of $16,970.00; and that the Court enter judgment for the costs of this action; and that the Court order that all sums in excess of the just compensation set forth herein and in excess of those permitted by Iowa law for attorney fees and expert witness fees, previously paid by Alliance to the Delaware County Sheriff, pursuant to Chapter 6B.25, Code of Iowa, be returned to Alliance; and for any and all other relief deemed just in the premises.

BRADSHAW, FOWLER, PROCTOR & FAIRGRAVE, P.C.

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