IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P., Plaintiff-Appellant v. PAUL H. NORRIS; ANNE M. NORRIS; DAVID M. ZUMBACH; MYRON C. ZUMBACH; MYRON L. ZUMBACH; MAQUOKETA VALLEY RURAL ELECTRIC COOPERATIVE; AG AMERICA, FCB; DOME PIPELINE CORPORATION; DELAWARE COUNTY, IOWA, Defendants-Appellees	LAW NO. LACV004357 **ORIGINAL NOTICE FOR TRACT NO. IA-DE-0413**

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 jo

CLERK OF COURT
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. PAUL H. NORRIS; ANNE M. NORRIS; DAVID M. ZUMBACH; MYRON C. ZUMBACH; MYRON L. ZUMBACH; MAQUOKETA VALLEY RURAL ELECTRIC COOPERATIVE; AG AMERICA, FCB; DOME PIPELINE CORPORATION; DELAWARE COUNTY, IOWA, Defendants-Appellees	LAW NO. LACV00 4357 **NOTICE OF APPEAL FOR TRACT NO. IA-DE-0413**

FILED
99 JUN 10 PM 3:19
CLERK
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 18th day of May, 1999, concerning Alliance's taking of an easement by right of eminent domain, across certain real estate identified as Tract No. IA-DE-0413 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: _____
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-0413

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

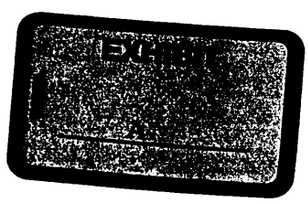
Paul H. Norris
Anne M. Norris
2510 Jamestown Avenue
Independence, IA 50644

David M. Zumbach, et ux.
2078 300th Street
Coggon, IA 52218

Myron C. Zumach, et ux.
2037 330th Street
Coggon, IA 52218

Myron L. Zumbach, et ux.
2078 330th Street
Coggon, IA 52218

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



Farm Credit Bank of Omaha
n/k/a AgAmerica, FCB
c/o Dale Huffman
206 S. 19th Street
Omaha, NE 68102

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 Southwest Quarter of the Northeast Quarter and the
Northwest Quarter of the Southeast Quarter and the
Southwest Quarter of the Southeast Quarter of Section 31,
Township 87 North, Range 4 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.

(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 18th 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

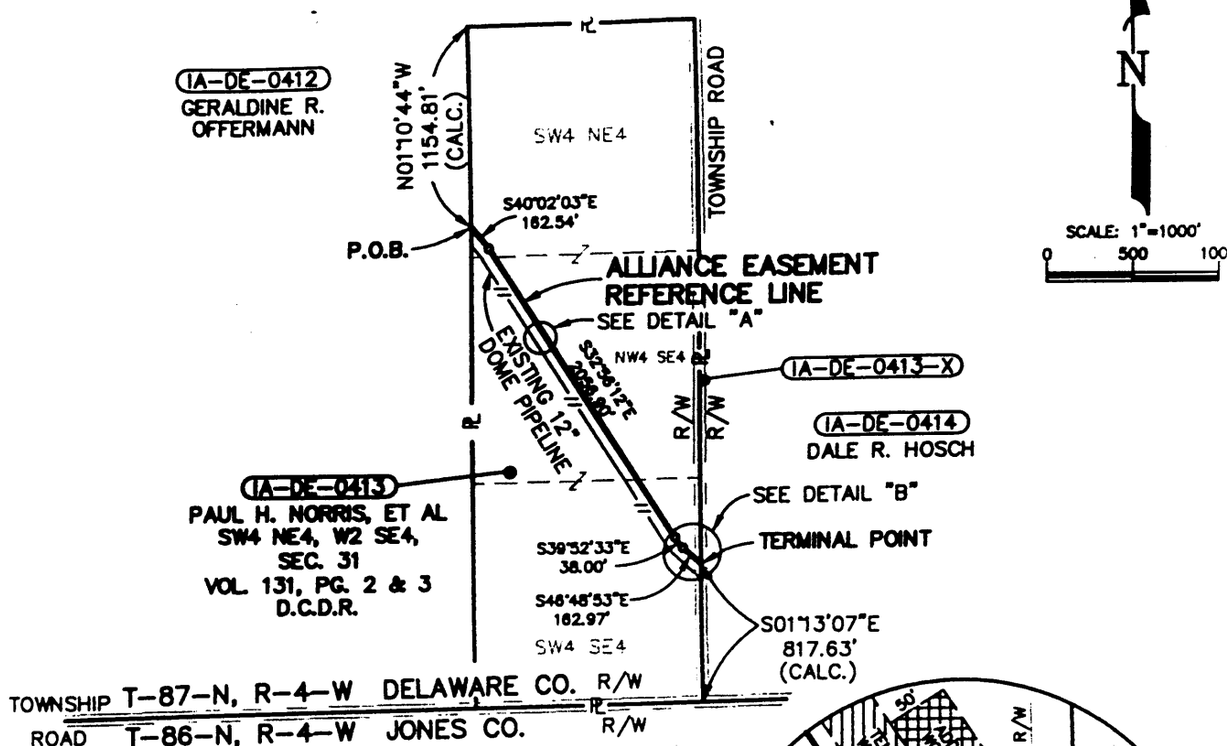
By: Ann C. Spellman

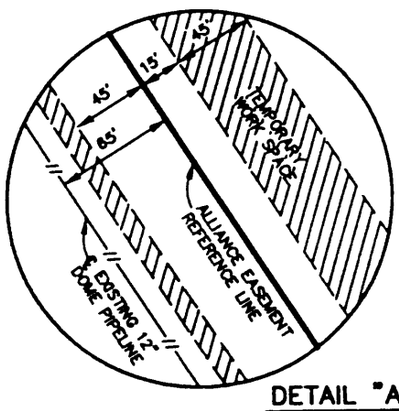
Ann C. Spellman PK0014371
Bradshaw, Fowler, Proctor & Fairgrave, P.C.
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309-2727
Tel: (515) 243-4191
Fax: (515) 246-5808

ATTORNEYS FOR APPLICANT
ALLIANCE PIPELINE L.P.

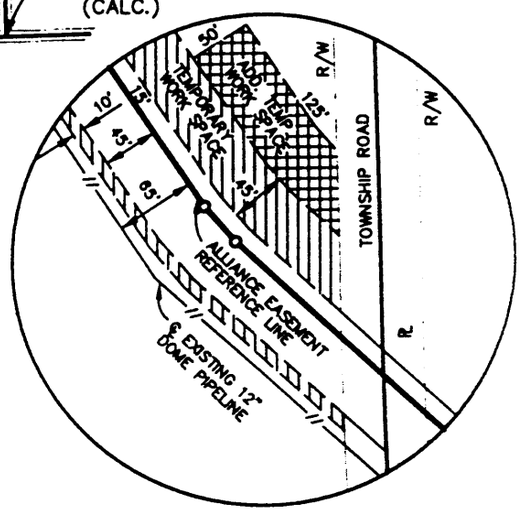
DELAWARE COUNTY, IOWA

T-87-N, R-4-W, SECTION 31





DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

TOTAL LENGTH: 2420.41 FEET
PERMANENT EASEMENT : 3.33 ACRES
TEMPORARY WORK SPACE : 3.00 ACRE
ADD. TEMP. WORK SPACE : 0.18 ACRE

NO.	DATE	REVISION	BY	CKD.	APR.
2	7/7/98	SURVEY 2	UEL	LAG	

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0413

PAUL H. NORRIS, ET AL
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: JSR	DATE: 6/29/98	APPROVED BY: LAG
CHECKED BY: GG	DATE: 6/29/98	DATE: 6/29/98
SCALE: 1" = 1000'	DWG NO.:	APL-2604A-841

EXHIBIT "A"
PAGE 1 OF 2

FILE INFO: I:\2604.000\APLATS\DELAWARE\ia8413p.dwg 1=1000 03/24/1999 10:46 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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF TH SOUTHEAST QUARTER OF SECTION 31, BEING MORE SPECIFICALLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF TH SOUTHEAST QUARTER, TOWNSHIP 87 NORTH, RANGE 4 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 131, PAGE 2 AND 3 OF THE DEED RECORDS OF DELAWARE COUNTY, IOW SAID PERMANENT EASEMENT AND RIGHT OF WAY BEING FIFTEEN (15) FEET NORTHEASTERLY AND FORTY FIVE (45) FEE SOUTHWESTERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, BEARS NORTH 01°10'44" WEST, A DISTANCE OF 1154.81 FEET, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSES AND DISTANCES;

THENCE SOUTH 40°02'03" EAST, A DISTANCE OF 162.54 FEET TO A POINT;

THENCE SOUTH 32°56'12" EAST, AT A DISTANCE OF 57.49 FEET PASS THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, AT A DISTANCE OF 1567.47 FEET PASS THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, IN ALL A DISTANCE OF 2056.90 FEET TO A POINT;

THENCE SOUTH 39°52'33" EAST, A DISTANCE OF 38.00 FEET TO A POINT;

THENCE SOUTH 46°48'53" EAST, A DISTANCE OF 162.97 FEET TO THE TERMINAL POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, FROM WHICH THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, BEARS SOUTH 01°13'07" EAST, A DISTANCE OF 817.63 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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31 AND SAID EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31. SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 2420.41 FEET AND SAID PERMANENT EASEMENT CONTAINING 3.33 ACRE 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, BOTH EASEMENTS EXTENDING OR SHORTENING AT THEIR SIDELINES TO INTERSECT WITH AND TERMINATE AT SAID WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31 AND THE WEST RIGHT OF WAY LINE OF A TOWNSHIP ROAD, AS DEPICTED IN DETAIL "B". THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 3.00 ACRES OF LAND.

ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION

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 SAID WEST RIGHT OF WAY LI OF SAID TOWNSHIP ROAD, AS DEPICTED IN DETAIL "B", CONTIGUOUS TO AND PARALLEL WITH THE NORTHEASTERLY LIN OF THE ABOVE DESCRIBED FORTY FIVE (45) FOOT WIDE TEMPORARY WORK SPACE EASEMENT, CONTAINING 0.18 ACRE OF LAND.

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

ISSUED WITH SURVEY REV. 2 DATE: 3/24/99

FILE INFO: I:\2604.000\APLATS\DELAWARE\ia8413p.dwg 1=1000 03/24/1999 10:46 TLW

IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P., Plaintiff-Appellant v. PAUL H. NORRIS; ANNE M. NORRIS; DAVID M. ZUMBACH; MYRON C. ZUMBACH; MYRON L. ZUMBACH; MAQUOKETA VALLEY RURAL ELECTRIC COOPERATIVE; AG AMERICA, FCB; DOME PIPELINE CORPORATION; DELAWARE COUNTY, IOWA, Defendants-Appellees	LAW NO. LACV004357 **PETITION ON APPEAL FOR TRACT NO. IA-DE-0413**

FILED
99 JUN 10 PM 19
CLERK
DELAWARE COUNTY

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 18, 1999, the Commission awarded Defendants the sum of $135,993.90 for the taking by Alliance, plus attorney fees and costs in the amount of $4,598.92, 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 $11,898.00.

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 $11,898.00; 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.

By: _____
Antonio Colacino PK0000930

By: _____
Ann C. Spellman
801 Grand Avenue, Suite 3700
Des Moines, IA 50309-2727
Phone: (515) 246-5866
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ATTORNEYS FOR PLAINTIFF-APPELLANT
ALLIANCE PIPELINE L.P.