IN THE IOWA DISTRICT COURT FOR DELAWARE COUNTY

ALLIANCE PIPELINE L.P., Plaintiff/Appellant, v. JEROME J. HEIMS; DIANNE M. HEIMS; CITIZENS STATE BANK; DOME PIPELINE CORPORATION; and DELAWARE COUNTY, IOWA, Defendants/Appellees	LAW NO. LACV004372 RECEIVED SHERIFF'S OFFICE DELAWARE COUNTY, IA DATE 6/23/99 TIME 2:00pm **NOTICE OF APPEAL FOR TRACT NO. IA-DE-0390**

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 8th day of June, 1999, concerning Alliance's taking of an easement by right of eminent domain, across certain real estate identified as Tract No. IA-DE-0390 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 22nd 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 23 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-0390

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

Jerome J. Heims
Dianne M. Heims
2827 180th Avenue
Ryan, IA 52330

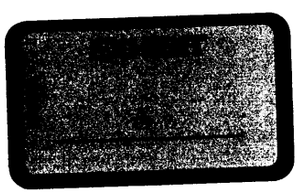
Citizens State Bank
Hopkinton, IA 52237

Citizens State Bank
P. O. Box 517
Monticello, IA 52310

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:



Part of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 5, 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 13th 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.

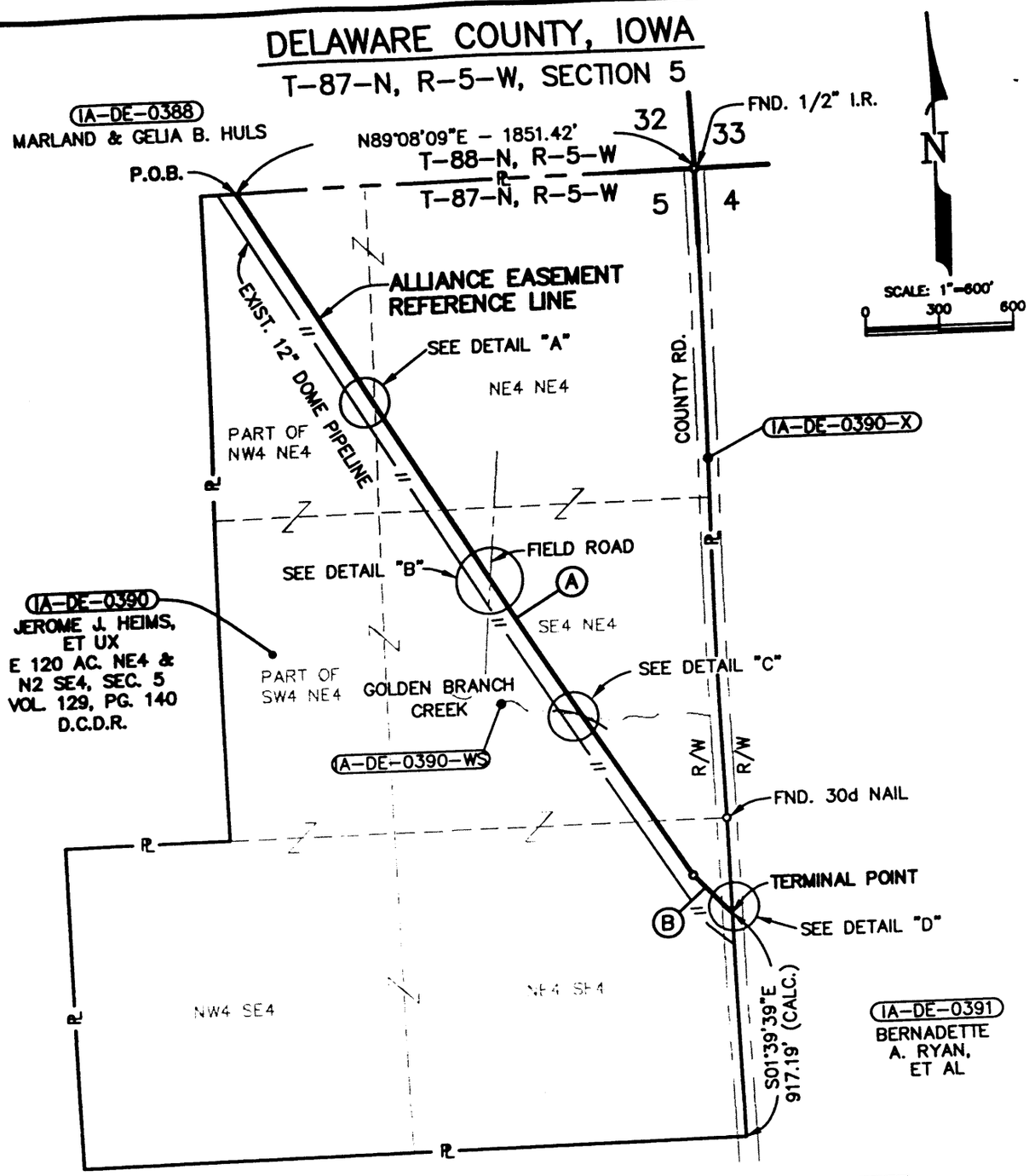
By: _____
Antonio Colacino PK0000930

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 5



TOTAL LENGTH: 3587.59 FEET
PERMANENT EASEMENT : 4.98 ACRES
TEMPORARY WORK SPACE : 4.79 ACRES
ADD. TEMP. WORK SPACE : 0.96 ACRE

BEARINGS & DISTANCES		
A	S32°18'02"E	3367.30'
B	S42°57'39"E	220.29'

NO.	DATE	REVISION	REV.	CKD.	APR.
2	3/24/99	SURVEY 3	UEJ	UEJ	LAG

Alliance pipeline

LINE LIST NO.: IA-DE-0390

JEROME J. HEIMS, ET UX
PROPERTY PLAT

DELAWARE COUNTY, IOWA

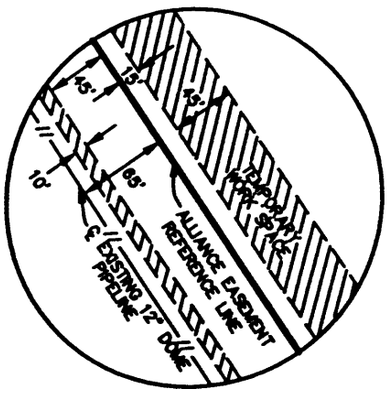
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CHECKED BY: WCV	DATE: 3/24/99	DATE: 3/24/99
SCALE: 1" = 600'	DWG NO.:	APL-2604A-839

EXHIBIT "A"
PAGE 1 OF 3

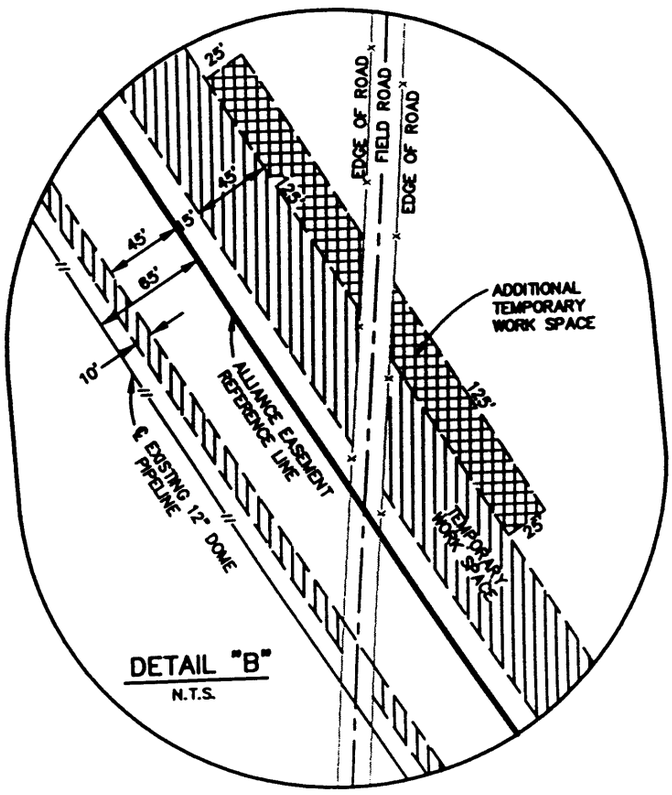
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DELAWARE COUNTY, IOWA

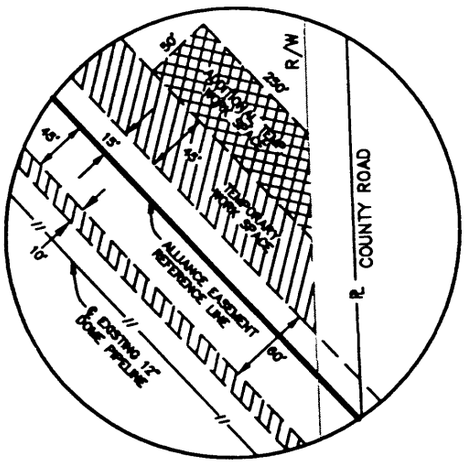
T-87-N, R-5-W, SECTION 5



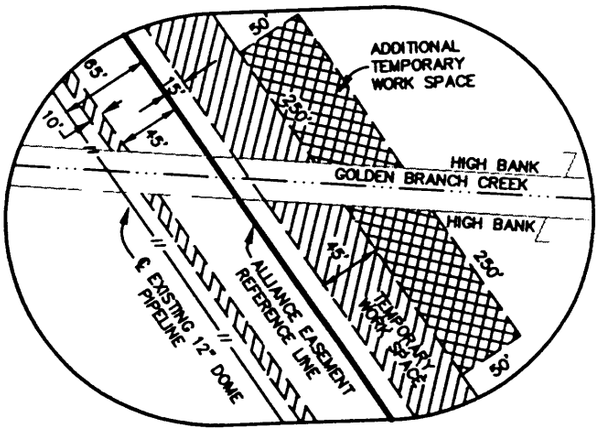
DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



DETAIL "D"
N.T.S.



DETAIL "C"
N.T.S.

EXHIBIT "A"
PAGE 2 OF 3

NO.	DATE	REVISION	REV.	CKD.	APR.
2	3/24/99	SURVEY 3	LJEI	LJEI	LAG

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0390

JEROME J. HEIMS, ET UX
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: N.T.S	DWG NO.: APL-2604A-839	

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IA-DE-0390
JEROME J. HEIMS, ET UX

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 EAST ONE HUNDRED TWENTY (120) ACRES OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, BEING MORE SPECIFICALLY DESCRIBED AS PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, TOWNSHIP 87 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 129, PAGE 140 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 NORTH LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, SAID NORTHEAST CORNER ALSO BEING A COMMON CORNER TO SECTIONS 4 AND 5, BEARS NORTH 89°08'09" EAST, A DISTANCE OF 1851.42 FEET, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSE AND DISTANCE;

THENCE SOUTH 32°18'02" EAST, AT A DISTANCE OF 1029.30 FEET PASS THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, AT A DISTANCE OF 1546.08 FEET PASS THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, AT A DISTANCE OF 3098.41 FEET PASS THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, IN ALL A DISTANCE OF 3367.30 FEET, TO A POINT, LEAVING SAID PARALLEL WITH AN EXISTING 12' DOME PIPELINE;

THENCE SOUTH 42°57'39" EAST, A DISTANCE OF 220.29 FEET TO THE TERMINAL POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, BEARS SOUTH 01°39'39" EAST, A DISTANCE OF 917.19 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 NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, AND SAID EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5. SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 3587.59 FEET AND SAID PERMANENT EASEMENT CONTAINING 4.98 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, BOTH EASEMENTS EXTENDING OR SHORTENING AT THEIR SIDELINES TO INTERSECT WITH AND TERMINATE AT SAID NORTH LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, THE WEST AND EAST EDGES OF A FIELD ROAD, AS DEPICTED IN DETAIL "B", THE NORTH AND SOUTH HIGH BANKS OF GOLDEN BRANCH CREEK, AS DEPICTED IN DETAIL "C", AND THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD, AS DEPICTED IN DETAIL "D". THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 4.79 ACRES OF LAND.

ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION

BEING FIVE (5) ADDITIONAL TEMPORARY WORK SPACE EASEMENTS, 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 TWENTY FIVE (25) FOOT WIDE BY ONE HUNDRED TWENTY FIVE (125) FEET IN LENGTH (ONE HUNDRED TWENTY FIVE FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIPS OF LAND, CONTIGUOUS TO SAID WEST AND EAST EDGES OF SAID FIELD ROAD, AS DEPICTED IN DETAIL "B". THE THIRD AND FOURTH BEING FIFTY (50) FOOT WIDE BY TWO HUNDRED FIFTY (250) FEET IN LENGTH (TWO HUNDRED FIFTY (250) FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIPS OF LAND, CONTIGUOUS TO SAID NORTH AND SOUTH HIGH BANKS OF SAID GOLDEN BRANCH CREEK, AS DEPICTED IN DETAIL "C", THE FIFTH BEING A FIFTY (50) FOOT WIDE BY TWO HUNDRED FIFTY (250) FEET IN LENGTH (TWO HUNDRED FIFTY (250) FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIP OF LAND, CONTIGUOUS TO SAID WEST RIGHT OF WAY LINE OF SAID COUNTY ROAD, AS DEPICTED IN DETAIL "D", THE FIRST, SECOND, THIRD FOURTH AND FIFTH ADDITIONAL TEMPORARY WORK SPACE EASEMENTS CONTAINING 0.96 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

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