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-0393

NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL

TO: Bernadette A. Ryan, et vir.
2914 180th Avenue
Ryan, IA 52330

Joseph Ryan Testamentary Trust
c/o Bernadette Ryan, Trustee
Michael Ryan, Trustee
John Ryan, Trustee
2914 180th Avenue
Ryan, IA 52330

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

Leo L. Saunders
Arlene J. Saunders
Box 12
800 Prospect Street
Ryan, IA 52330

Alan Saunders
3031 190th Avenue
Ryan, IA 52330

Michael Ryan
2891 180th Avenue
Ryan, IA 52330

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

Alliance Pipeline L.P.
c/o Antonio Colacino
801 Grand Avenue, Suite 3700
Des Moines, IA 50309-2727

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified Commissioners have on the 8th day of June, 1999, assessed and appraised the damages sustained by reason of the condemnation referenced above as follows:

Damages Awarded (Easement: $14,240.00; TIle: $20,910.00; Devalue: $28,195.00)	$ 63,346.00
Attorney Fees and Costs Awarded (if any)	$ 3,084.44
TOTAL AWARD	$ 66,429.44

Apportionment:

Bernadette A. Ryan, et vir. $_____
2914 180th Avenue
Ryan, IA 52330

Joseph Ryan Testamentary Trust $_____
c/o Bernadette Ryan, Trustee
Michael Ryan, Trustee
John Ryan, Trustee
2914 180th Avenue
Ryan, IA 52330

Dome Pipeline Corporation $_____
c/o C.T. Corporation
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Michael Ryan $_____
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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 8th day of June, 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-0393

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 8th day of June, 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-0393

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 8th day of June, 1999, and thereupon proceeded to view the premises being condemned and said Commissioners did thereafter on the 8th day of June, 1999, file their report in my office awarding damages as follows:

NAMES OF CONDEMNEES	AWARD	ATTORNEY FEES AND COSTS
1. Bernadette A. Ryan, et vir.	$63,345.00	$3,084.44
Joseph Ryan Testamentary Trust	(Easement: $14,240.00	
2. C/O Bernadette Ryan, Michael Ryan (Trustees)	Ryan, John (Tile: $20,910.00 (Devalue: $28,195.00)	
3. Dome Pipeline Corporation Leo L. Saunders/Arlene Saunders		
4. Alan Saunders et ux Michael Ryan, et ux		
5. Delaware County, Iowa		
6.		
7.		
Total Damages	$ 63,345.00	$ $3,084.44

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	Alan Saunders	$ 10.00	$ 6.00		$ 16.00	$ 16.00
4/27/99	Delaware County, Ia by serving Carla Becker, Deputy Auditor	10.00	0		10.00	10.00
4/28/99	Arlene Saudners	10.00	6.00		16.00	16.00
4/28/99	Leo Saunders by serving Arlene	5.00			5.00	5.00

Subtotal of Service Costs 47.00

Additional Sheriff's Costs:

Summoning and attending Commission meetings _____

Mileage while attending Commission meetings Mailings 5.00

Subtotal Sheriff's Costs 52.00

Commissioner fees/attending etc.
all on Heims case 0390 same day

Commissioners' Costs
(as reflected on attached statements) 0

PAID Date 6.16.99 Ck. No. 74152

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 8th day of June, 1999.

Ronald Wilhelm

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. BERNADETTE A. RYAN, ET VIR.; JOSEPH RYAN TESTAMENTARY TRUST; DOME PIPELINE CORPORATION; LEO L. SAUNDERS; ARLENE J. SAUNDERS; ALAN SAUNDERS, ET UX.; MICHAEL RYAN, ET UX.; and DELAWARE COUNTY, IOWA, Defendants/Appellees	LAW NO. RECEIVED SHERIFF'S OFFICE DELAWARE COUNTY, IA DATE 6/23/99 TIME 2:00pm **NOTICE OF APPEAL FOR TRACT NO. IA-DE-0393**

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-0393 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 April, 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-0393

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

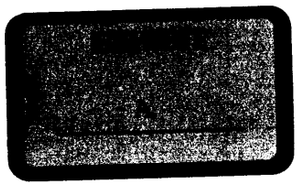
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3031 190th Avenue
Ryan, IA 52330



Michael Ryan, et ux
2891 180th Avenue
Ryan, IA 52330

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 Northeast Quarter of the Northwest Quarter of Section 9, 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 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.

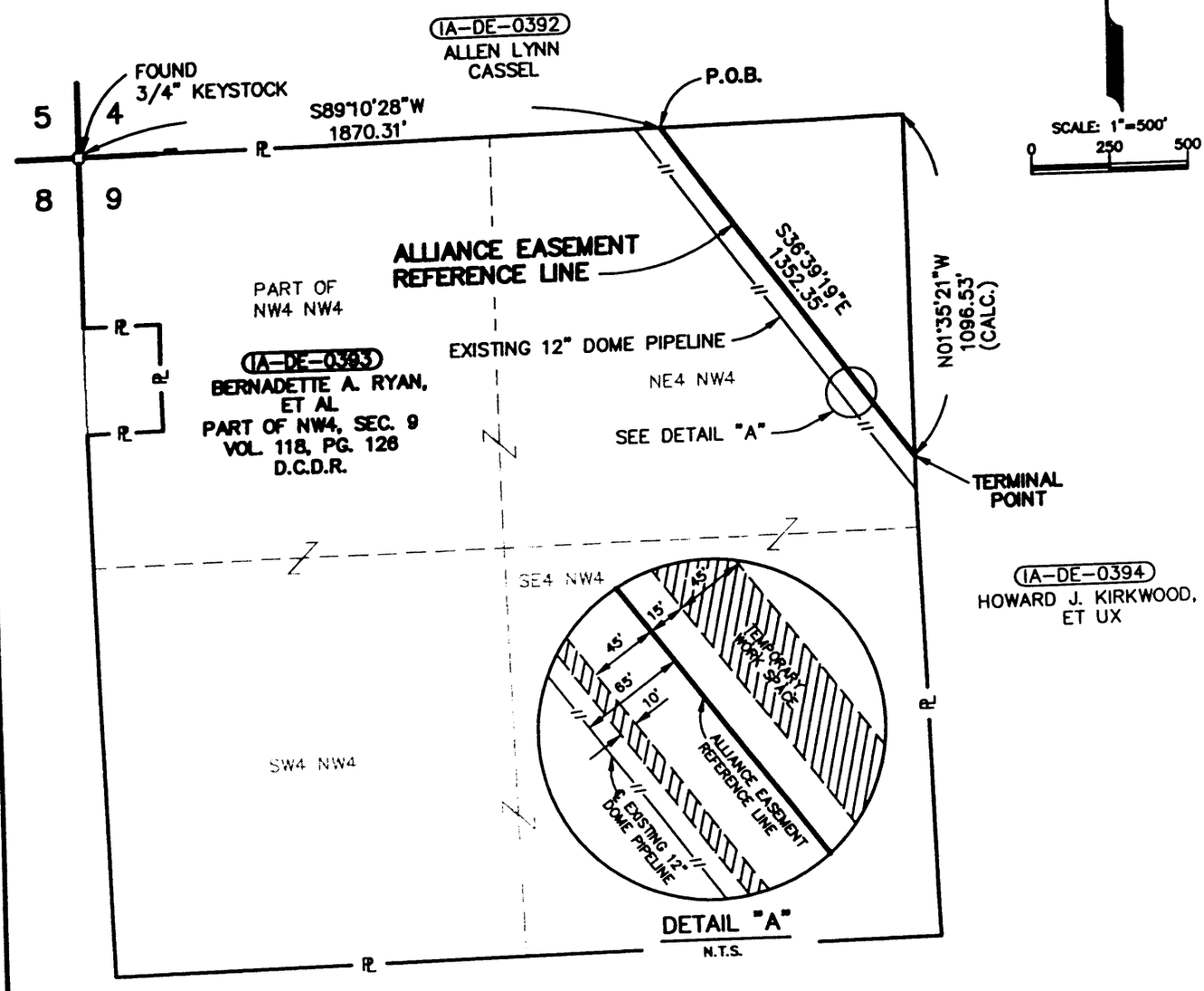
By: Antonio Colacino (ACS)
Antonio Colacino PK0000930

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-5-W, SECTION 9



TOTAL LENGTH: 1352.35 FEET
PERMANENT EASEMENT : 1.91 ACRES
TEMPORARY WORK SPACE : 1.65 ACRES

NO.	DATE	REVISION	DRN.	CKD.	APPR.
2	3/24/99	SURVEY 2	UEI	UEI	LAG

Alliance pipeline

LINE LIST NO.: IA-DE-0393

BERNADETTE A. RYAN, ET AL

PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: JSR	DATE: 7/6/98	APPROVED BY: LAG
CHECKED BY: GG	DATE: 7/6/98	DATE: 7/6/98
SCALE: 1" = 500'	DWG NO.: APL-2604A-8393	

EXHIBIT "A"
PAGE 1 OF 2

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IA-DE-0393
BERNADETTE A. RYAN, ET AL

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 NORTHWEST QUARTER OF SECTION 9, BEING MORE SPECIFICALLY DESCRIBED AS PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, TOWNSHIP 87 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 118, PAGE 126 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 NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, FROM WHICH A 3/4" KEYSTOKE FOUND MARKING THE NORTHWEST CORNER OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, SAID NORTHWEST CORNER ALSO BEING A COMMON CORNER TO SECTIONS 4, 5, 8 AND 9, BEARS SOUTH 89°10'28" WEST, A DISTANCE OF 1870.31 FEET, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSE AND DISTANCE;

THENCE SOUTH 36°39'19" EAST, A DISTANCE OF 1352.35 FEET TO THE TERMINAL POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, FROM WHICH THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, BEARS NORTH 01°35'21" WEST, A DISTANCE OF 1096.53 FEET, EXTENDING OR SHORTENING AT THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY TO INTERSECT WITH AND TERMINATE AT SAID NORTH AND EAST LINES OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, AND SAID PERMANENT EASEMENT CONTAINING 1.91 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 AND EAST LINES OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9. THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 1.65 ACRES 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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