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-0385 and IA-DE-0385B

AWARD OF ATTORNEY'S FEES AND COSTS INCURRED BY THE CONDEMNEE

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

Each of the undersigned, being duly sworn, states that we have been informed that the award of damages exceeds 110% of the final offer of the Applicant prior to condemnation. We, therefore, have determined that the condemnee should be awarded attorneys' fees and costs incurred by them in the amount of $ 3205.45, apportioned as follows:

Elmer J. Zumbach, et ux.
3008 200th Avenue
Hopkinton, IA 52237 $_____

Bernard and Margaret Monaghan Revocable Trust
c/o Bernard and Margaret Monaghan, Trustees
231 Bailey Drive
Manchester, IA 52057 $_____

Gladys L. Worm
701 Grant Street
Manchester, IA 52057 $_____

James R. Worm
Lorene Worm
1745 275th Street
Ryan, IA 52330

$_____

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

$_____

Jeffrey Zumbach
2733 170th Avenue
Manchester, IA 52057

$_____

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

$_____

Chair
Commissioner: _____
Michael (MikeO Wilson, Chrmn

Commissioner: _____
Eric Jasper

Commissioner: _____
Wilbur Kehrli

Commissioner: _____
Lawson Waterman

Commissioner: _____
John Ries

Commissioner: _____
James Sperfslage

Subscribed and sworn to before me by said Commissioners this 9th day of June, 1999.

PAT BECKER NOTARIAL SEAL DELAWARE COUNTY IOWA

_____
Notary Public in and for the State of Iowa
Pat Becker, Notary Public/Delaware County, Ia

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-0385 and IA-DE-0385B

AFFIDAVIT OF FINAL OFFER

STATE OF IOWA)
) ss:
COUNTY OF Linn)

I, Ken Goulart, Manager of Iowa Rights-of-Way for Alliance Pipeline, L.P., in the above captioned matter, hereby state and depose that, in compliance with Iowa Code § 6B.33 (1997), the most recent offer made to the owners, lienholders, encumbrancers and other persons interested in the appropriation of certain specified rights in certain land as described by the Applicant in the Notice of Condemnation filed in the above matter, a copy of which is attached hereto, was in the amount of :

Permanent and Temporary Easement Offer:
Fifteen thousand three hundred Dollars and no/100
($ 15,300 .00).

Tile Repair Offer:
None Dollars and no/100
($ -0- .00).

Prepaid Construction Damages Offer:
Thirty thousand three hundred fifty Dollars and no/100
($ 30,350 .00).

Total Offer:
Forty-five thousand six hundred fifty Dollars and no/100
($ 45,650 .00).

Ken Goulart
Manager of Iowa Rights-of-Way

Subscribed and sworn to before me by said Ken Goulart this 7th day of June, 1999.

ANN C. SPELLMAN
MY COMMISSION EXPIRES
July 2, 2002

Notary Public in and for the
State of Iowa

Filed in my office at Manchester, Iowa, this 9th day of June, 1999.

Ron Wilhelm, Sheriff of Delaware
County, Iowa

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-0385 and IA-DE-0385B

**NOTICE OF APPRAISEMENT OF DAMAGES
AND TIME FOR APPEAL**

TO: Elmer J. Zumbach, et ux.
3008 200th Avenue
Hopkinton, IA 52237

Bernard and Margaret Monaghan Revocable Trust
c/o Bernard and Margaret Monaghan, Trustees
231 Bailey Drive
Manchester, IA 52057

Gladys L. Worm
701 Grant Street
Manchester, IA 52057

James R. Worm
Lorene Worm
1745 275th Street
Ryan, IA 52330

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

Jeffrey Zumbach
2733 170th Avenue
Manchester, IA 52057

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 9th day of June, 1999, assessed and appraised the damages sustained by reason of the condemnation referenced above as follows:

Damages Awarded (Easement-$33,360.00; Tile-$53,327.00; Devalue- $57,367.00)	$ 144,054.00
Attorney Fees and Costs Awarded (if any)	$ 3,205.45
TOTAL AWARD	$ 147,259.45

Apportionment:

Elmer J. Zumbach, et ux. $_____
3008 200th Avenue
Hopkinton, IA 52237

Bernard and Margaret Monaghan Revocable Trust $_____
c/o Bernard and Margaret Monaghan, Trustees
231 Bailey Drive
Manchester, IA 52057

Gladys L. Worm
701 Grant Street
Manchester, IA 52057

$_____

James R. Worm
Lorene Worm
1745 275th Street
Ryan, IA 52330

$_____

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

$_____

Jeffrey Zumbach
2733 170th Avenue
Manchester, IA 52057

$_____

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 9th day of June, 1999.

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-0385 and IA-DE-0385B

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 9th 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.

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-0385 and IA-DE-0385B

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 9th day of June, 1999, and thereupon proceeded to view the premises being condemned and said Commissioners did thereafter on the 9th day of June, 1999, file their report in my office awarding damages as follows:

NAMES OF CONDEMNEES	AWARD	ATTORNEY FEES AND COSTS
1. (Elmer Zumbach) EJZ, L.L.C. C/O Steven E. Zumbach	$ 144,054.00 (Easement- $33,360.00; Tile- $53,327.00; Devalue: $57,367.00)	$3,205.45
2. Bernard & Margaret Monaghan Revocable Trust C/O		
3. Gladys L. Worm, et vir James R. & Lorene Worm		
4. Dome Pipeline Corporation		
5. Jeffrey Zumbach et ux		
6. Delaware County, Iowa		
7.		
Total Damages	$ 144,054.00	$ 3,205.45

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	Bernard & Margaret Monaghan et al	$15.00	$ 1.00		$ 16.00	$16.00
4/27/99	Lorene Worm (P) James Worm(S)	$ 15.00	3.00		19.00	19.00
4/27/99	Delaware County, Iowa by serving Deputy Auditor Carla Becker	10.00	0		10.00	10.00
4/28/99	Gladys Worm	10.00	1.00		11.00	11.00

Subtotal of Service Costs 56.00

18.00 should be 55.00

Additional Sheriff's Costs:

Summoning and attending Commission meetings Mailings: $5.00 Mileage: 3.00 8.00

Mileage while attending Commission meetings

Subtotal Sheriff's Costs 64.00 — should be 63.00 but should be 64.00

Costs on Commissioners and attending all on 0378 case

Commissioners' Costs

(as reflected on attached statements)

PAID Date 6.16.99 Ck. No. 172275

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 9th 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. EJZ, L.L.C.; BERNARD and MARGARET MONAGHAN REVOCABLE TRUST; GLADYS L. WORM, ET VIR.; JAMES R. WORM; LORENE WORM; JEFFREY ZUMBACH, ET UX.; DOME PIPELINE CORPORATION; and DELAWARE COUNTY, IOWA, Defendants/Appellees	LAW NO. RECEIVED SHERIFF'S OFFICE DELAWARE COUNTY, IA DATE 6/23/99 TIME 2:30PM **NOTICE OF APPEAL FOR TRACT NO. IA-DE-0385 and IA-DE-0385B**

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 9th 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-0385 and IA-DE-0385B 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 23rd 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: _____
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-0385
IA-DE-0385B

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

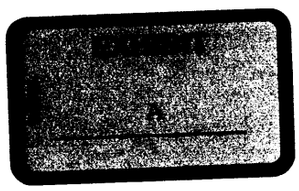
EJZ, L.L.C.
c/o Steven E. Zumbach
2000 Financial Center
Des Moines, IA 50309

Bernard and Margaret Monaghan Revocable Trust
c/o Bernard and Margaret Monaghan, Trustees
231 Bailey Drive
Manchester, IA 52057

Gladys L. Worm, et vir
701 Grant Street
Manchester, IA 52057

James R. Worm
Lorene Worm
1745 275th Street
Ryan, IA 52330

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



Jeffrey Zumbach, et ux
2733 170th Avenue
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 Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 88 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 14th 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.

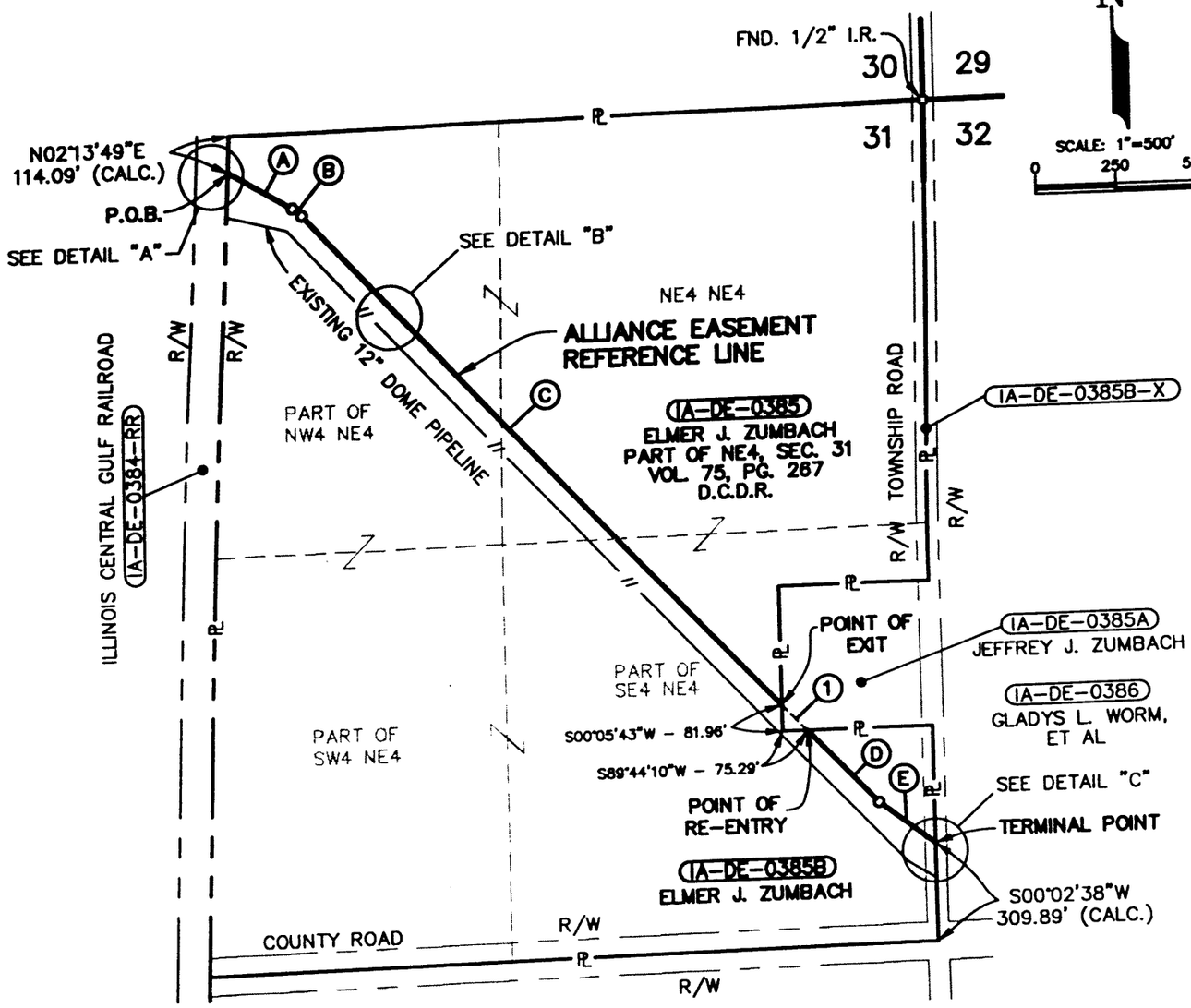
By: _____
Antonio Colacino PK0000930

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-88-N, R-5-W, SECTION 31



BEARINGS & DISTANCES		
A	S59°53'04"E	230.62'
B	S51°15'44"E	38.00'
C	S42°38'24"E	2172.50'
D	S42°38'24"E	320.36'
E	S51°46'17"E	217.45'

BEARING & DISTANCE		
1	S42°38'24"E	110.94'

TOTAL LENGTH: 2978.93 FEET
PERMANENT EASEMENT: 4.15 ACRES
TEMPORARY WORK SPACE: 3.65 ACRES
ADD. TEMP. WORK SPACE: 0.54 ACRE

EXHIBIT "A"
PAGE 1 OF 4

NO.	DATE	REVISION	REV. CKD.	APR.
2	3/22/99	SURVEY 4	UEI	LAG
1	8/28/98	UEI	UEI	LAG

Alliance pipeline

LINE LIST NO.: IA-DE-0385 & 0385B

ELMER J. ZUMBACH
PROPERTY PLAT

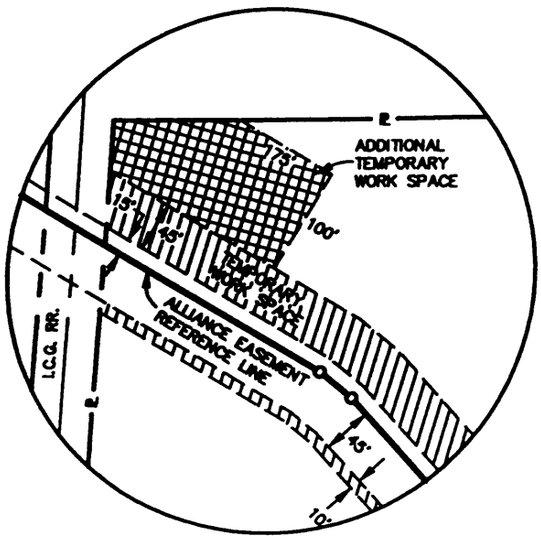
DELAWARE COUNTY, IOWA

DRAWN BY: DRS	DATE: 6/28/98	APPROVED BY:	LAG
CHECKED BY: GG	DATE: 6/28/98	DATE:	6/28/98
SCALE: 1" = 500'	DWG NO.:	APL-2604A-8385	

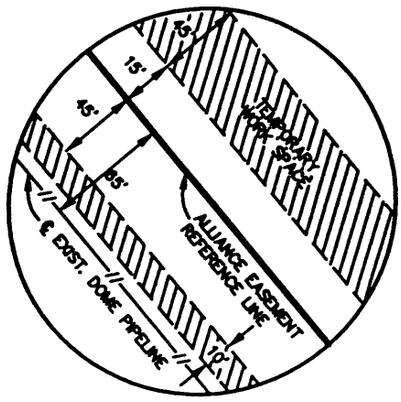
FILE INFO: I:\2604.000\APLATS\DELAWARE\la8385p.dwg 1=500 03/19/1999 08:13 CL

DELAWARE COUNTY, IOWA

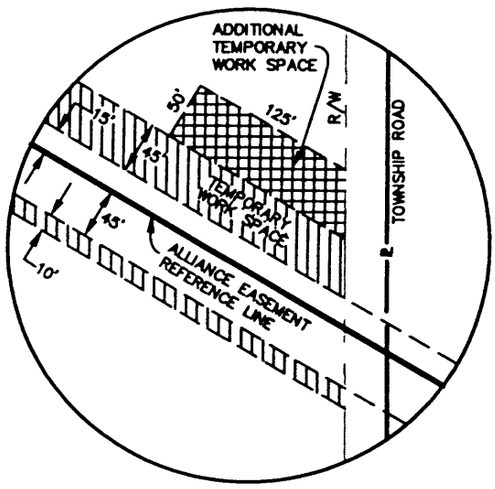
T-88-N, R-5-W, SECTION 31



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



DETAIL "C"
N.T.S.

EXHIBIT "A"
PAGE 2 OF 4

NO.	DATE	REVISION	BY	CKD.	APPR.
2	3/22/99	SURVEY & REV.	UEI	LAG	

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0385 & 0385E

ELMER J. ZUMBACH
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: DRS	DATE: 6/28/98	APPROVED BY: LAG
CHECKED BY: GG	DATE: 6/28/98	DATE: 6/28/98
SCALE: 1" = 500'	DWG NO.: APL-2604A-8385	

FILE INFO: I:\2604.000\APLATS\DELAWARE\ia8385p.dwg 1=500 03/19/1999 08:13 CL

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 NORTHEAST QUARTER OF SECTION 31, BEING MORE SPECIFICALLY DESCRIBED AS PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTH-EAST QUARTER OF THE NORTHEAST QUARTER, TOWNSHIP 88 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 75, PAGE 267 OF THE DEED RECORDS OF DELAWARE COUNTY, IOWA. SAID PERMANENT EASEMENT AND RIGHT OF WAY BEING FIFTEEN (15) FEET NORTHEASTERLY AND FORTY FIVE (45) FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, FROM WHICH THE NORTHWEST CORNER OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 31, BEARS NORTH 02°13'49" EAST, A DISTANCE OF 114.09 FEET;

THENCE SOUTH 59°53'04" EAST, A DISTANCE OF 230.62 FEET TO A POINT;

THENCE SOUTH 51°15'44" 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 DISTANCES;

THENCE SOUTH 42°38'24" EAST, AT A DISTANCE OF 908.90 FEET PASS THE EAST LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, AT A DISTANCE OF 1430.42 FEET PASS THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, IN ALL A DISTANCE OF 2172.50 FEET TO THE POINT OF EXIT, FROM WHICH THE SOUTHWEST INTERIOR CORNER OF SAID PART OF THE SOUTH-EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, BEARS SOUTH 00°05'43" WEST, A DISTANCE OF 81.96 FEET;

THENCE CONTINUING SOUTH 42°38'24" EAST, A DISTANCE OF 110.94 FEET TO THE POINT OF RE-ENTRY, FROM WHICH THE SOUTHWEST INTERIOR CORNER OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, BEARS SOUTH 89°44'10" WEST, A DISTANCE OF 75.29 FEET;

THENCE CONTINUING SOUTH 42°38'24" EAST, A DISTANCE OF 320.36 FEET TO A POINT, LEAVING SAID PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSE AND DISTANCE;

THENCE SOUTH 51°46'17" EAST, A DISTANCE OF 217.45 FEET TO THE TERMINAL POINT ON THE MOST SOUTHERLY EAST LINE OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, FROM WHICH THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, BEARS SOUTH 00°02'38" WEST, A DISTANCE OF 309.89 FEET, EXTENDING OR SHORTENING AT THE SIDE-LINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY TO INTERSECT WITH AND TERMINATE AT SAID WEST LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, SAID WEST LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL GULF RAILROAD, AS DEPICTED IN DETAIL "A" AND SAID MOST SOUTHERLY EAST LINE OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31. SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 2978.93 FEET AND SAID PERMANENT EASEMENT CONTAINING 4.15 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 WEST LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, THE MOST WESTERLY EAST LINE AND THE MOST SOUTHERLY NORTH LINE OF SAID PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, AND THE WEST RIGHT OF WAY LINE OF A TOWNSHIP ROAD, AS DEPICTED IN DETAIL "C". THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 3.65 ACRES OF LAND.

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

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ELMER J. ZUMBACH

ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION

BEING TWO (2) ADDITIONAL TEMPORARY WORK SPACE EASEMENTS, THE FIRST 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) STRIP OF LAND, CONTIGUOUS TO SAID WEST AND THE NORTH LINE OF SAID PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, CONTIGUOUS TO AND PARALLEL WITH THE NORTH-EASTERLY LINE OF THE ABOVE DESCRIBED FORTY FIVE (45) FOOT WIDE TEMPORARY WORK SPACE EASEMENT. THE SECOND 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 WEST RIGHT OF WAY LINE OF SAID TOWNSHIP ROAD, AS DEPICTED IN DETAIL "C", 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 ADDITIONAL TEMPORARY WORK SPACE EASEMENTS CONTAINING 0.54 ACRE OF LAND.

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

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