**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-0403

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 $ 5981.19, apportioned as follows:

Daniel M. Byrne, et ux. $_____
2900 19th Avenue
Marion, IA 52302

Randall L. Byrne, et ux. $_____
2074 310th Street
Box 213
Hopkinton, IA 52237

Lois T. Byrne, et vir. $_____
2900 19th Avenue
Marion, IA 52302

Patricia C. Iverson, et vir. $_____
12497 Brittany Ct.
Dubuque, IA 52001

Julie A. Byrne, et vir. $_____
414 Timberlea, Apt. 35
Rochester Hills, MI 48309

John D. Murphy, et ux. $_____
603 Dearborn Circle
Papillion, NE 68046

Rebecca E. Gannon, et vir. $_____
3904 Belle Avenue
Davenport, IA 52807

Mary Lee Byrne, et vir. $_____
3430 Willowridge Rd., Unit D
Marion, IA 52302

Debra L. Byrne Elmer, et vir. $_____
2880 Elk Ct.
Bettendorf, IA 52722

Lorena C. Byrne, et vir. $_____
1300 Meadowview Dr., Apt. 6
Marion, IA 52302

Michael P. Byrne, et ux. $_____
4412 Spring Street
Davenport, IA 52807

Terrance F. Byrne, et ux. $_____
4430 Belle Avenue
Davenport, IA 52807

Kimberly A. Greder, et vir. $_____
19460 710th Avenue
Colo, IA 50056

John P. Byrne, et ux.
4685 Stonehaven Ct.
Bettendorf, IA 52722

$_____

Michelle M. Ribble, et vir.
1 Warwick Circle
Iowa City, IA 52246

$_____

Terry Ryan, et ux.
RR 1
Coggon, IA 52218

$_____

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

$_____

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

$_____

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

Chair
Commissioner: _____
Michael (Mike) Wilson Chrmn

Commissioner: _____
James Sperfslage

Commissioner: _____
Wilbur Kehrli

Commissioner: _____
Eric Jasper

Commissioner: _____
Lawson Waterman

Commissioner: _____
Vincent Keegan

Subscribed and sworn to before me by said Commissioners this 10th day of June, 1999.

Pat Becker

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

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-0403

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:
Nine thousand five hundred thirty Dollars and no/100
($ 9,530 .00).

Tile Repair Offer:
Twenty thousand fifty-two Dollars and no/100
($ 20,052 .00).

Prepaid Construction Damages Offer:
Nineteen thousand nine hundred fifty Dollars and no/100
($ 19,950 .00).

Total Offer:
Forty-nine thousand five hundred thirty-two Dollars and no/100
($ 49,532 .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 10th day of _____, 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-0403

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

TO: Daniel M. Byrne, et ux.
2900 19th Avenue
Marion, IA 52302

Randall L. Byrne, et ux.
2074 310th Street
Box 213
Hopkinton, IA 52237

Lois T. Byrne, et vir.
2900 19th Avenue
Marion, IA 52302

Patricia C. Iverson, et vir.
12497 Brittany Ct.
Dubuque, IA 52001

Julie A. Byrne, et vir.
414 Timberlea, Apt. 35
Rochester Hills, MI 48309

John D. Murphy, et ux.
603 Dearborn Circle
Papillion, NE 68046

Rebecca E. Gannon, et vir.
3904 Belle Avenue
Davenport, IA 52807

Mary Lee Byrne, et vir.
3430 Willowridge Rd., Unit D
Marion, IA 52302

Debra L. Byrne Elmer, et vir.
2880 Elk Ct.
Bettendorf, IA 52722

Lorena C. Byrne, et vir.
1300 Meadowview Dr., Apt. 6
Marion, IA 52302

Michael P. Byrne, et ux.
4412 Spring Street
Davenport, IA 52807

Terrance F. Byrne, et ux.
4430 Belle Avenue
Davenport, IA 52807

Kimberly A. Greder, et vir.
19460 710th Avenue
Colo, IA 50056

John P. Byrne, et ux.
4685 Stonehaven Ct.
Bettendorf, IA 52722

Michelle M. Ribble, et vir.
1 Warwick Circle
Iowa City, IA 52246

Terry Ryan, et ux.
RR 1
Coggon, IA 52218

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

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

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 10th day of June, 1999, assessed and appraised the damages sustained by reason of the condemnation referenced above as follows:

Damages Awarded (Easement - $20,520.00; Tile - $20,051.00; Devalue - $51,987.00)	$ 92,558.00
Attorney Fees and Costs Awarded (if any)	$ 5,981.19
TOTAL AWARD	$ 98,539.19

Apportionment:

Daniel M. Byrne, et ux. $_____
2900 19th Avenue
Marion, IA 52302

Randall L. Byrne, et ux.
2074 310th Street
Box 213
Hopkinton, IA 52237

$_____

Lois T. Byrne, et vir.
2900 19th Avenue
Marion, IA 52302

$_____

Patricia C. Iverson, et vir.
12497 Brittany Ct.
Dubuque, IA 52001

$_____

Julie A. Byrne, et vir.
414 Timberlea, Apt. 35
Rochester Hills, MI 48309

$_____

John D. Murphy, et ux.
603 Dearborn Circle
Papillion, NE 68046

$_____

Rebecca E. Gannon, et vir.
3904 Belle Avenue
Davenport, IA 52807

$_____

Mary Lee Byrne, et vir.
3430 Willowridge Rd., Unit D
Marion, IA 52302

$_____

Debra L. Byrne Elmer, et vir.
2880 Elk Ct.
Bettendorf, IA 52722

$_____

Lorena C. Byrne, et vir.
1300 Meadowview Dr., Apt. 6
Marion, IA 52302

$_____

Michael P. Byrne, et ux. $_____
4412 Spring Street
Davenport, IA 52807

Terrance F. Byrne, et ux. $_____
4430 Belle Avenue
Davenport, IA 52807

Kimberly A. Greder, et vir. $_____
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Michelle M. Ribble, et vir. $_____
1 Warwick Circle
Iowa City, IA 52246

Terry Ryan, et ux. $_____
RR 1
Coggon, IA 52218

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

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

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 10th 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-0403

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 10th 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-0403

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 ~~10th~~ day of June, 1999, and thereupon proceeded to view the premises being condemned and said Commissioners did thereafter on the 10th day of June, 1999, file their report in my office awarding damages as follows:

NAMES OF CONDEMNEES	AWARD	ATTORNEY FEES AND COSTS
1. Daniel N. Bryne et ux Randall L. Bryne et ux	$ 92,558.00 (Easement-$20,520.00; Tile - $20,051.00 Devalue - $51,987.00)	5,981.19
2. Lois T. Bryne et vir Patricia Iverson et vir ~~Julie A. Bryne et vir~~		
3. John D. Murphy Rebecca Gannon et vir]		
4. Mary Lee Bryne et vir Debra L. Byrne et vir		
5. Lorena C. Bryne et vir Michael P. Byrne et ux		
6. Terrnace F. Bryne et ux Kimberly Greder et vir		
7. John Bryne et ux Michael Ribble et vir		
8. Terry Ryan et ux Maquoketa Valley Rural Electric		

Dome Pipeline Corporation
Delaware County, Iowa

9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
Total Damages	$ 92,558.00	$ 5,981.19

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 by serving Deputy Auditor Carla Becker		0		$10.00	$10.00

Subtotal of Service Costs $10.00

Additional Sheriff's Costs:

Summoning and attending Commission meetings

Mileage while attending Commission meetings Mileage: $6.00 Mailings - $5.00 ~~$11.00~~

Subtotal Sheriff's Costs 21.00

PAID Date 6/22/99 Ck. No. 72304

Commissioners' Costs

(as reflected on attached statements)

Commissioner costs etc. all included on Marquardt case 0353

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 10th 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. DANIEL M. BYRNE, ET UX.; RANDALL L. BYRNE, ET UX.; LOIS T. BYRNE, ET VIR.; PATRICIA C. IVERSON, ET VIR.; JULIE A. BYRNE, ET VIR.; JOHN D. MURPHY, ET UX.; REBECCA E. GANNON, ET VIR.; MARY LEE BYRNE, ET VIR.; DEBRA L. BYRNE ELMER, ET VIR.; LORINA C. BYRNE, ET VIR.; MICHAEL P. BYRNE, ET UX.; TERRANCE F. BYRNE, ET UX.; KIMBERLY A. GREDER, ET VIR.; JOHN P. BYRNE, ET UX.; MICHELLE M. RIBBLE, ET VIR.; TERRY RYAN, ET UX.; MAQUOKETA VALLEY RURAL ELECTRIC COOPERATIVE; DOME PIPELINE CORPORTION; and DELAWARE COUNTY, IOWA, Defendants/Appellees	LAW NO. RECEIVED SHERIFF'S OFFICE DELAWARE COUNTY, IA DATE 6/23/99 TIME 2:00 pm **NOTICE OF APPEAL FOR TRACT NO. IA-DE-0403**

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 10th 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-0403 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-0403

NOTICE OF CONDEMNATION AND ASSESSMENT HEARING BEFORE COMPENSATION COMMISSION

TO:

Daniel M. Byrne, et ux.
2900 19th Avenue
Marion, IA 52302

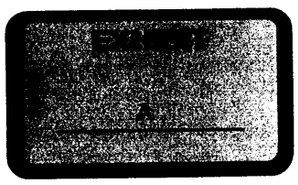
Randall L. Byrne, et ux.
2074 310th Street
Hopkinton, IA 52237

Lois T. Byrne, et vir.
2900 19th Avenue
Marion, IA 52302

Lois T. Byrne, et vir.
235 Pirie Drive
Hiawatha, IA 52233

Patricia C. Iverson, et vir.
1998 Liberty Lane
Coraville, IA 52241

Julie A. Byrne, et vir.
2900 19th Avenue
Marion, IA 52302



John D. Murphy, et ux.
2900 19th Avenue
Marion, IA 52302

Rebecca E. Gannon, et vir.
3904 Belle
Davenport, IA 52807

Mary Lee Byrne, et vir.
4541 Vassey Avenue, No. 3
Marion, IA 52302

Mary Lee Byrne, et vir.
3430 Willowridge Rd.
Marion, IA 52302

Debra L. Byrne Elmer, et vir.
3221B Westlake Avenue
Glenview, IL 60025

Lorina C. Byrne, et vir.
248 52nd Street, No. 91
West Des Moines, IA 50265

Michael P. Byrne, et ux.
4412 Spring Street
Davenport, IA 52807

Terrance F. Byrne, et ux.
524 N. Nevada
Colorado Springs, CO 80903

Kimberly A. Byrne, et vir.
2900 19th Avenue
Marion, IA 52302

John P. Byrne, et ux.
200 E. Chestnut, Apt. 805
Chicago, IL 60611

Michelle M. Byrne, et vir.
2900 19th Avenue
Marion, IA 52302

Terry Ryan, et ux.
RR 1
Coggon, IA 52218

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

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 of Section 23,
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 26th 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

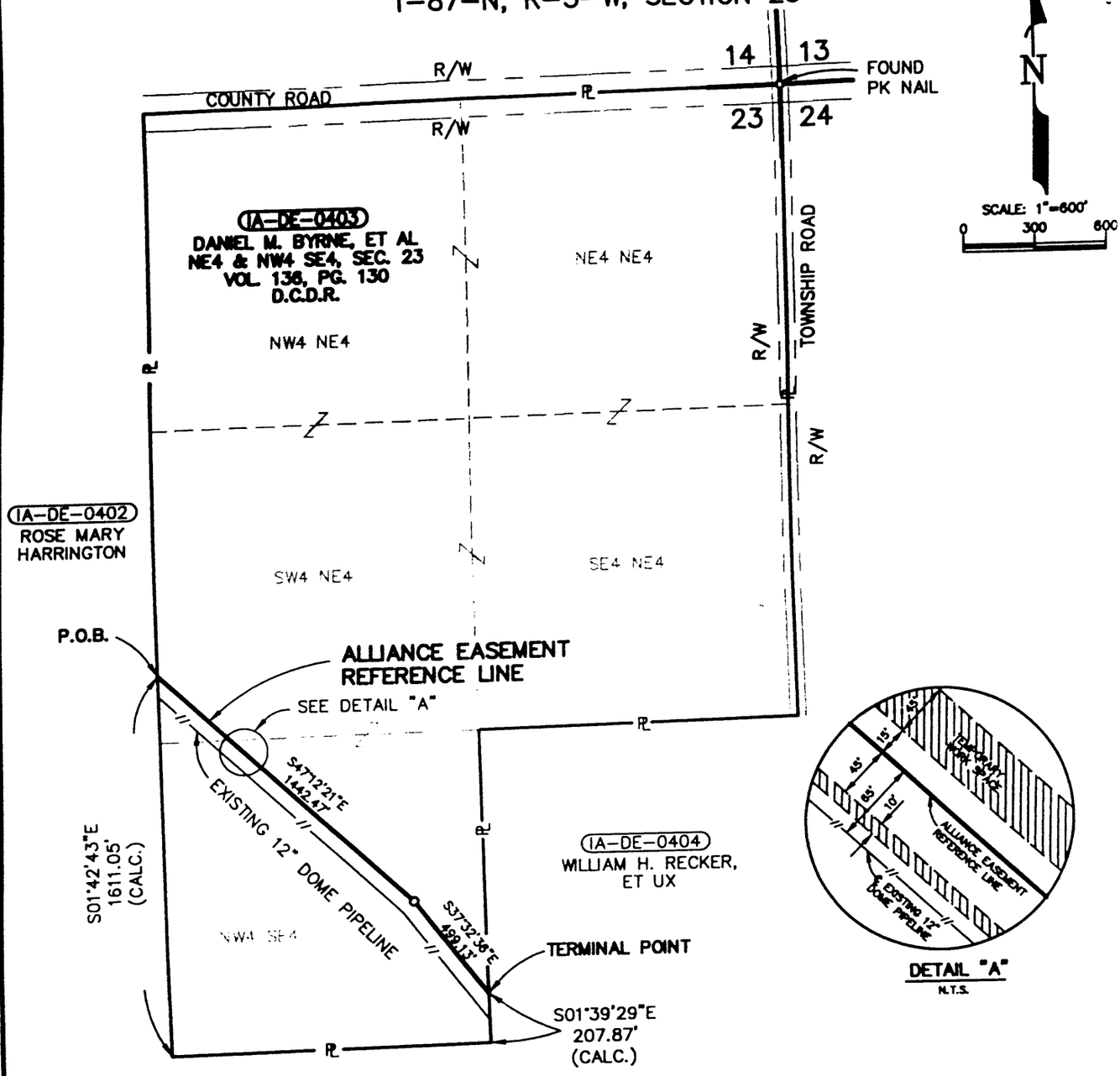
By: Ann C. Spellman

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 23



DETAIL "A"
N.T.S.

TOTAL LENGTH: 1941.60 FEET
PERMANENT EASEMENT : 2.68 ACRES
TEMPORARY WORK SPACE : 2.45 ACRES

NO.	DATE	REVISION	REV.	CKD.	APR.
2	1/26/99	SURVEY 2	UEI	UEI	LAG

Alliance pipeline

LINE LIST NO.: IA-DE-0403

DANIEL M. BYRNE, ET AL
PROPERTY PLAT

DELAWARE COUNTY, IOWA

DRAWN BY: JSR	DATE: 7/1/98	APPROVED BY: LAG
CHECKED BY: GG	DATE: 7/1/98	DATE: 7/1/98
SCALE: 1" = 600'	DWG NO.:	APL-2604A-840

EXHIBIT "A"
PAGE 1 OF 2

FILE INFO: I:\2604.000\IAPLATS\DELAWARE\ia8403p.dwg 1=600 03/24/1999 10:44 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 NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, BEING MORE SPECIFICALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOWNSHIP 87 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 136, PAGE 130 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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, FROM WHICH THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, BEARS SOUTH 01°42'43" EAST, A DISTANCE OF 1611.05 FEET, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12" DOME PIPELINE THE FOLLOWING COURSES AND DISTANCES;

THENCE SOUTH 47°12'21" EAST, AT A DISTANCE OF 440.44 FEET PASS THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, IN ALL A DISTANCE OF 1442.47 FEET TO A POINT;

THENCE SOUTH 37°32'36" EAST, A DISTANCE OF 499.13 FEET TO THE TERMINAL POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, BEARS SOUTH 01°39'29" EAST, A DISTANCE OF 207.87 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 23 AND SAID EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23. SAID REFERENCE LINE BEING A TOTAL DISTANCE OF 1941.60 FEET AND SAID PERMANENT EASEMENT CONTAINING 2.68 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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 AND SAID EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23. THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 2.45 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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