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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EWS

Prepared By/Return To: S. Szumita-Interstate Power and Light Company-PO Box 351-Cedar Rapids, IA 52406-9949 (319) 786-4427

Above space for Recorder's Use Only

PARTIAL EASEMENT ASSIGNMENT

(Primarily Distribution Substation Sites)

This Partial Easement Assignment ("Partial Assignment") is made by and between Interstate Power and Light Company, an Iowa corporation ("Assignor") and ITC Midwest LLC, a Michigan limited liability company ("Assignee").

Pursuant to the Asset Sale Agreement by and between Assignor and Assignee dated as of January 18, 2007 (the "Asset Sale Agreement"), Assignor hereby assigns to Assignee that portion of Assignor's right, title and interest in the transmission portion of those Shared Easements existing as of the date hereof (as that term is defined in the Asset Sale Agreement) and identified on Exhibit A attached hereto and incorporated herein by reference including non-exclusive rights of access to the Purchased Assets located on, under, over or within the Shared Easements. Assignor also hereby assigns to Assignee without warranty that portion of Assignor's currently asserted right of operation of any transmission rights which are not explicitly listed in Exhibit A but for which Assignor may have inchoate rights as yet undetermined.

It is agreed and understood that the easements assigned hereunder involve joint sharing or shared use of easement rights or areas by and between Assignor, on the one hand, and Assignee, on the other hand, and Assignor and Assignee shall work together and cooperate fully to allow each other access to and use of their respective easement rights or areas. Assignee shall be solely responsible for maintenance and repair of all Purchased Assets (as defined in the Asset Sale Agreement) located on, under, over or within the Shared Easements and Assignor shall be solely responsible for maintenance and repair of all of its mains, lines and other facilities located on, under, over or within the Shared Easements. Assignee shall be solely liable for repairing or replacing any damage it causes to the Shared Easements or any portion thereof and Assignor shall be solely liable for repairing or replacing any damage it causes to the Shared Easements or any portion thereof.

Subject to the limitations contained herein or in the Shared Easements, this Assignment, and the rights, obligations and interests assigned hereby, shall be perpetual and shall run with the lands described within the Shared Easements, and shall be binding upon and insure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Iowa.

Assignee hereby accepts this assignment of Shared Easements, agrees to be bound by the terms and conditions of said Easements, and agrees to assume all obligations and liabilities of Assignor pursuant to such easement interests on the date hereof.

Notwithstanding anything herein to the contrary, this Partial Assignment is being executed and delivered pursuant to the Asset Sale Agreement and is subject in all respects to the terms, conditions and limitations thereof.

This Partial Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument. This Assignment is made, executed and delivered pursuant to the above-referenced Asset Sale Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the 20 day of December, 2007 to be effective as of 12:01 a.m. on this day.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

INTERSTATE POWER AND LIGHT COMPANY
an Iowa corporation

By: Thomas L Aller
Print Name: Thomas L. Aller
Title: President

ACKNOWLEDGEMENT

STATE OF IOWA)

COUNTY OF LINN)

Personally came before me this 20 day of December, 2007, the above-named Thomas L. Aller, as President of Interstate Power and Light Company, an Iowa corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Jeanne L Archie
Notary Public, Iowa
Print Name: Jeanne L. Archie
My Commission: 9-30-09

JEANNE L ARCHIE
Notarial Seal - Iowa
Commission # 170253
My Commission Expires 9-30-09

ASSIGNEE:

ITC MIDWEST LLC
a Michigan limited liability company

By: Daniel J. Oginsky
Print Name: Daniel J. Oginsky
Title: Manager

ACKNOWLEDGEMENT

STATE OF IOWA)

COUNTY OF LINN)

Personally came before me this 20 day of December, 2007, the above-named Daniel J. Oginsky as Manager of ITC Midwest LLC, a Michigan limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Jeanne L Archie
Notary Public,
Print Name: Jeanne L. Archie
My Commission: 9-30-09

JEANNE L ARCHIE
Notarial Seal - Iowa
Commission # 170253
My Commission Expires 9-30-09

EXHIBIT A

PD SUBSTATIONS BY EASEMENT - DELAWARE COUNTY

Fee Interest	T/PT	Property Code	County	City	Section	Town	Range	Common Name	Legal Description	Recording Date	Recorded Document Number	Book	Page	IP&L File Number
E	PD	10443	DELAWARE	--	31	89	5	MANCHESTER SUB	SEE EASEMENT	1/20/1989	226-1552	1	23	259428-17041