Book 2008 Page 173

Document 2008 173 Type 05 010 Pages 3
Date 1/17/2008 Time 9:39:07AM
Rec Amt $73.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by/Return To: S. Szumita – Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406-0351 – (319) 786-4427

Above space for Recorder's Use Only

EASEMENT ASSIGNMENT

This Easement Assignment ("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 all of Assignor's right, title and interest in and to the Transmission Easements existing as of the date hereof and as that term is defined in the Asset Sale Agreement and identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Easements"). Assignor also hereby assigns to Assignee without warranty all of Assignor's currently asserted right of operation which are not explicitly listed in Exhibit A but for which Assignor may have inchoate rights as yet undetermined.

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

Assignee hereby accepts this assignment of Transmission 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.

This Assignment is being executed and delivered pursuant to the Asset Sale Agreement and is subject to the terms, conditions and limitations thereof.

This 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 Purchase Agreement.

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

ASSIGNOR:

INTERSTATE POWER AND LIGHT COMPANY
an Iowa corporation

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

INTERSTATE TITLE AND ABSTRACT COMPANY CORPORATE SEAL IOWA

ACKNOWLEDGEMENT

STATE OF IOWA)

COUNTY OF LINN)

Personally came before me this 20th 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.

Roger Calvert VanZee

Notary Public, Iowa
Print Name:
My Commission:

NOTARIAL SEAL IOWA
Roger Calvert VanZee
COMMISSION NUMBER 187925
MY COMMISSION EXPIRES 12/13/08

ASSIGNEE:

ITC MIDWEST LLC
a Michigan limited liability company

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

ACKNOWLEDGEMENT

STATE OF IOWA)

COUNTY OF LINN)

Personally came before me this 20th 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.

_____
Notary Public
Print Name: _____
My Commission: _____

NOTARIAL SEAL IOWA
Roger Calvert VanZee
COMMISSION NUMBER 187925
MY COMMISSION EXPIRES
12/13/08

EXHIBIT A
DELAWARE COUNTY- NO UNDERBUILD

Line Number	County	City	State	Section	Town	Range	Legal Desc. Of Assignable Esmts	Grantor	Recording Date	Recorded Document Number	Book	Page	IP&L File Number
2390	DELAWARE		IA	29	90N	4W	LOT 27 N 1/2 NW 1/4	HACKBARTH	12/31/1960	91-3923	J	178	DELAWARE-2390-8
2390	DELAWARE		IA	29	90N	4W	NW 1/4	AURAND	2/18/1961	106-583	J	242	DELAWARE-2390-7
2390	DELAWARE		IA	29	90N	4W	NW 1/4	FED LAND BANK OF OMAHA	2/18/1961	106-584	J	242	DELAWARE-2390-7
2390	DELAWARE		IA	30	90N	4W	E 1/2 NE 1/4	KOENEKE	12/31/1960	91-3925	J	179	DELAWARE-2390-6
2390	DELAWARE		IA	30	90N	4W	SE 1/4 NW 1/4, W 1/2 NE 1/4	HOLTZ	12/31/1960	91-3924	J	177	DELAWARE-2390-5
2390	DELAWARE		IA	25	90N	5W	E 1/2 NE 1/4 NE 1/4	ARMSTRONG	1/7/1961	94-86	J	217	DELAWARE-2390-4
2390	DELAWARE		IA	30	90N	4W	E fr 1/2 NW 1/4	ARMSTRONG	1/7/1961	94-86	J	217	DELAWARE-2390-4
2390	DELAWARE		IA	25	90N	5W	E 1/2 SE1/4, SE 1/4 NE 1/4	ENGELKEN	1/5/1961	93-24	J	187	DELAWARE-2390-3
2390	DELAWARE		IA	30	90N	4W	SW 1/4 NW 1/4	ENGELKEN	1/5/1961	93-24	J	187	DELAWARE-2390-3
2390	DELAWARE		IA	36	90N	5W	N 3/4 N 1/2 SE 1/4, NE 1/4	STONE et al	12/31/1960	91-3929	J	183	DELAWARE-2390-2
2390	DELAWARE		IA	36	90N	5W	S 1/4 N 1/2 SE 1/4, S 1/2 SE 1/4	BILLMEYER	12/31/1960	91-3921	J	176	DELAWARE2390-1