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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 54206-0351 (319) 786-4427

Above space for Recorder's Use Only

PARTIAL EASEMENT ASSIGNMENT

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 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 # 176253
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 # 176253
My Commission Expires 9-30-09

EXHIBIT A
DELAWARE COUNTY - WITH 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
1210	DELAWARE		IA	1	88N	6W	E 1/2 NW fr. 1/4	Swift	6/13/1988	181-2810	Z	183	259452-17054
1210	DELAWARE		IA	36	89N	6W	SE 1/4 SE 1/4	Eibey	6/13/1988	181-2811	Z	184	259453-17054
1210	DELAWARE		IA	31	89N	5W	SW 1/4 SW 1/4	Eibey	6/13/1988	181-2811	Z	184	259453-17054
1210	DELAWARE		IA	36	89N	6W	SW 1/4 SW 1/4	Burns	7/8/1988	186-92	Z	196	259454-17054
1210	DELAWARE		IA	2	88N	6W	NE fr. 1/4	Gudenkauf	7/8/1988	186-93	Z	197	256455-17054
1210	DELAWARE		IA	35	89N	6W	SE 1/4 SE 1/4	Monaghan	7/8/1988	186-91	Z	195	259456-17054
1210	DELAWARE		IA	35	89N	6W	E 1/2 SE 1/4	Monaghan	8/22/1988	195-415	Z	220	259457-17054
1210	DELAWARE		IA	31	89N	5W	SE 1/4 SW 1/4	Benchmark Manft. & Sup. Ci	1/9/1989	223-1447	1	16	259458-17054
1210	DELAWARE		IA	31	89N	5W	SE 1/4 SE 1/4	Ethyl Corp.	8/22/1988	195-413	Z	218	259459-17054
1210	DELAWARE		IA	35	89N	6W	SW 1/4 SE 1/4	Monaghan	11/5/1981	15-827	U	216	541371-17054
1210	DELAWARE		IA	35	89N	6W	SW 1/4 SE 1/4	Monaghan	3/15/1982	31-1434	V	19	541371-17054
1210	DELAWARE		IA	1	88N	6W	W 1/2 NE fr. 1/4	Swift	7/8/1988	186-94	Z	198	541372-17054
1210	DELAWARE		IA	31	89N	5W	SE 1/4 SE 1/4	Ethyl Corp.	8/22/1988	195-414	Z	219	541373-17054
1211	DELAWARE		IA	15	88N	5W	NW 1/4	KOOPMANN	2/27/1989	233-1829	1	31	273538-17059
1211	DELAWARE		IA	32	89N	4W	NE 1/4 SW 1/4	HUTCHISON INC.	9/20/1990	43-718	2	76	330060-17540
1211	DELAWARE	EARLVILLE	IA	35	89N	4W	NW CORNER PITKIN'S ADD., NE 1/4 NW 1/4, NW 1/4 NE 1/4	NIEMAN	6/4/1970	102-869	M	144	369049-12053
1211	DELAWARE	EARLVILLE	IA	35	89N	4W	NW CORNER PITKIN'S ADD., NE 1/4 NW 1/4, NW 1/4 NE 1/4	NIEMAN	7/8/1970	108-1123	N	2	369049-12053
1211	DELAWARE	EARLVILLE	IA	35	89N	4W	LOTS 6,7,8,9, 10, BLK 18, PITKIN'S ADD, SW 1/4 NE 1/4	WALTERS	7/8/1970	108-1125	N	4	369050-12053
1220	DELAWARE		IA	22	87N	3W	SW 1/4	LANG	10/29/1919	57/1689	E	414	249990-6837
1220	DELAWARE		IA	33	87N	3W	NE 1/4 NE 1/4	HANKEN	10/29/1919	57/1690	E	415	249991-6837
1220	DELAWARE		IA	33	87N	3W	SE 1/4 NE 1/4, NE 1/4 SE 1/4	LAWRENCE	10/29/1919	57/1691	E	416	249992-6837
1220	DELAWARE		IA	27	87N	3W	SW 1/4	MATTHIESSEN	10/29/1919	57/1692	E	417	249993-6837
1220	DELAWARE		IA	28	87N	3W	SE 1/4	MATTHIESSEN	10/29/1919	57/1692	E	417	249993-6837
1220	DELAWARE		IA	27	87N	3W	NE 1/4 NW 1/4	BOHLKEN	10/29/1919	57/1693	E	418	249994-6837
1220	DELAWARE		IA	27	87N	3W	N 1/2 NW 1/4	SCHMID	10/29/1919	57/1694	E	419	249995-6837
1220	DELAWARE		IA	33	87N	3W	W 1/2 SE 1/4	GREER	10/29/1919	57/1695	E	420	249996-6837
1220	DELAWARE		IA	16	87N	3W	S 1/2 NE 1/4	HAJEN	11/28/1939	49-5184	66	580	256806-7221
1220	DELAWARE		IA	22	87N	3W	NW 1/4 SW 1/4	FASS	4/3/1957	119-1306	I	362	285377-8700
1220	DELAWARE		IA	21	87N	3W	SE 1/4 NE 1/4	RECKER	11/7/1957	169-3556	I	484	285378-8700
1220	DELAWARE		IA	27	87N	3W	SE CORNER NE CORNER	LAHR	3/4/1992	167-2437	3	27	416914-18337
2342	Delaware		IA	29	90 N	6 W	SE 1/4 SW 1/4	Wilcken et al	2/21/1962	13-551	J	389	DELAWARE-2342-10
2342	Delaware		IA	32	90 N	6 W	NW 1/4	Wilcken et al	2/21/1962	13-551	J	389	DELAWARE-2342-10
2342	Delaware		IA	32	90 N	6 W	SE 1/4 SW 1/4	Fink et al	6/9/1961	134-2708	J	294	DELAWARE-2342-9
2342	Delaware		IA	32	90 N	6 W	NE 1/4 SW 1/4	Bowden	6/9/1961	134-2705	J	291	DELAWARE-2342-8
2342	Delaware		IA	29	90 N	6 W	NE 1/4 SW 1/4	Klaus	6/9/1961	134-2709	J	295	DELAWARE-2342-7
2342	Delaware		IA	29	90 N	6 W	NW 1/4, NW 1/4 SW 1/4	Thoman	6/9/1961	135-2714	J	300	DELAWARE-2342-6
2342	Delaware		IA	30	90 N	6 W	S 1/2 NE 1/4, N 1/2 SE 1/4	Tarpy	6/9/1961	135-2713	J	299	DELAWARE-2342-5
2342	Delaware		IA	30	90 N	6 W	E 1/2 E 1/2 NW 1/4	Seward	6/9/1961	134-2712	J	298	DELAWARE-2342-4
2342	Delaware		IA	30	90 N	6 W	W 1/2 E 1/2 NW 1/4	Eschen	6/9/1961	134-2706	J	292	DELAWARE-2342-3
2342	Delaware		IA	30	90 N	6 W	SW fr 1/4	Lahey	6/9/1961	135-2710	J	296	DELAWARE-2342-2
2342	Delaware		IA	30	90 N	6 W	W fr 1/2 NW 1/4	Eschen	6/9/1961	134-2707	J	293	DELAWARE-2342-1
20325	DELAWARE		IA	29	90N	4W	N 1/2 SW 1/4, SE 1/4 NW 1/4	Griffith	5/21/1919		E	411	250370-6842

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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
20325	DELAWARE		IA	31	89N	6W	N 1/2 NW 1/4	New	5/21/1919		E	408	250371-6842
20325	DELAWARE	Masonville	IA	---	---	---	Lot 8 & 9	Nolan	5/21/1919		E	409	250372-6842
20326	DELAWARE	Ryan	IA	---	---	---	Lot 2 Block 22	Wendt	6/20/1950	2333	G	639	257089-7585
20326	DELAWARE		IA	13	87N	6W	SE 1/4	Lyness	6/20/1950	2332	G	638	257090-7585
20326	DELAWARE		IA	24	87N	6W	S 1/2 NW 1/4	Wenger	5/21/1947	1752	XF	632	210743-4603
20326	DELAWARE		IA	26	87N	6W	NE 1/4	Patton et al	5/21/1947	1748	XF	629	210744-4603
20326	DELAWARE		IA	26	87N	6W	S 1/2 SE 1/4	Patton	5/21/1947	1749	XF	630	210745-4603
20326	DELAWARE		IA	26	87N	6W	NE corner	Patton	5/21/1947	1747	XF	628	210746-4603
20326	DELAWARE		IA	26	87N	6W	N 1/2 SE 1/4	Patton	5/21/1947	1746	XF	627	210747-4603
20326	DELAWARE		IA	13	87N	6W	SE 1/4	Morrissey	5/21/1947	1750	XF	631	210748-4603
20329	DELAWARE		IA	33	87N	3W	W 1/2 SE 1/4	GREER	6/21/1956	45-1982	I	327	281001-8482
20329	DELAWARE		IA	36	88N	3W	SE 1/4 NW 1/4	BURDS	12/27/1956	87-3841	I	351	281910-8610
20329	DELAWARE		IA	36	88N	3W	NE 1/4 NW 1/4	SCHEMMEL	12/27/1956	87-3840	I	350	281911-8610
20329	DELAWARE	HOPKINTON	IA	18	87N	3W	LOT 7, 8, 9, 10, 11, 12, BLOCK 7 CARTER'S ADD.	SMITH	1/4/1957	90-72	I	352	281914-8614
20329	DELAWARE	HOPKINTON	IA	19	87N	3W	LOT 12 BLOCK 7 CARTER'S ADD.	SMITH	1/4/1957	90-72	I	352	281914-8614
20329	DELAWARE		IA	--	--	--	LOTS 15, 2 BALLARD'S SUB. DIV.	SMITH	4/20/1961	124-2287	J	252	276096-9051
20329	DELAWARE	MANCHESTER	IA	--	--	--	ORCHARD LOT HENRY ACER'S ADD.	MALONE	8/20/1968	8-1611	L	191	337353-11710
20329	DELAWARE		IA	21	89N	5W	SE 1/4 SW 1/4, SW 1/4 SE 1/4	AGER	10/21/1968	17-1991	L	238	337354-11710
20329	DELAWARE		IA	28	89N	5W	NE 1/4 NW 1/4, MW 1/4 NE 1/4	AGER	10/21/1968	17-1991	L	238	337354-11710
20329	DELAWARE		IA	28	89N	5W	SW 1/4 NE 1/4, NW 1/4 SE 1/4, NW 1/4 NE 1/4, NE 1/4 NW 1/4	GOEDKEN	8/20/1968	8-1612	L	192	337355-11710
20329	DELAWARE	MANCHESTER	IA	--	--	--	LOT 9 HAWKER'S 1ST ADD.	HAWKER	4/8/1968	171-679	L	119	337356-11710
20329	DELAWARE		IA	33	89N	5W	NE 1/4 NW 1/4	McINTOSH	11/19/1968	21-2143	L	249	337357-11710
20329	DELAWARE		IA	36	88N	3W	SE 1/4 NW 1/4, SW 1/4 NE 1/4, LOT 3 SE 1/4 NE 1/4	BURDS	4/28/1971	150-803	N	139	377325-12328
20329	DELAWARE		IA	19	87N	3W	NE 1/4, NE 1/4, SE 1/4	HANSON et al	6/12/1973	83-1285	O	125	409675-12827
20329	DELAWARE		IA	20	87N	3W	W 1/2 SE 1/4	LAMONT	6/12/1973	83-1286	O	126	409676-12827
20329	DELAWARE		IA	10	88N	5W	SE 1/4 SE 1/4	SANDS et al	5/5/1989	248-2385	1	66	268462-17125
20329	DELAWARE		IA	9	88N	5W	SE 1/4	KUHLMAN et al	10/19/1989	283-878	1	118	297100-17306
20329	DELAWARE		IA	10	88N	5W	SW 1/4	KUHLMAN et al	10/19/1989	283-878	1	118	297100-17306
20329	DELAWARE	MANCHESTER	IA	--	--	--	LOT 680	MALONE	10/11/1989	282-815	1	115	297101-17306