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OF COUNSEL
RICHARD T. CIOTTONI

September 4, 2002

Secretary of the Public Service Commission
Governor Office Building
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102-0360

FILED³
SEP 04 2002

**Re: In the Matter of the Application of Aquila, Inc.
MidAmerican Energy Company**

Missouri Public
Service Commission

Dear Mr. Roberts:


On behalf of Aquila, Inc., enclosed for filing in the above-referenced case please find an original and eight (8) copies of an Application. A copy has also been hand-delivered to the Office of the Public Counsel this date. A receipt copy of the Application is further enclosed, which I ask that you file stamp and return with the messenger delivering same.

Thank you for your assistance with this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND, P.C.

By:


Paul A. Boudreau

PAB/aw
Enclosures

cc: General Counsel's Office, PSC
Office of the Public Counsel

FILED³

SEP 04 2002

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Public
Service Commission

In the Matter of the Application of Aquila,)
Inc., for Authority to Sell and Transfer to)
MidAmerican Energy Company 23.3 Miles)
Of a 345,000 Volt Electric Transmission)
Line in a Portion of Atchison County,)
Missouri.)

Case No. _____

APPLICATION

COMES NOW Aquila, Inc. ("Aquila"), by and through counsel, pursuant to §393.190 RSMo. 2000 and Missouri Public Service Commission ("Commission") Rule 4 CSR 240-2.060(1) and (7), and states as follows:

Summary

1. This Application requests an order authorizing the sale and transfer of a portion of a 345 KV electric transmission line located in Atchison County, Missouri, by Aquila to MidAmerican Energy Company ("MidAmerican").

Parties

2. Aquila is a Delaware corporation (f/k/a UtiliCorp United Inc.), with its principal office and place of business at 20 West Ninth Street, Kansas City, Missouri 64138. Aquila is authorized to conduct business in Missouri through its Aquila Networks – MPS and Aquila Networks – L&P operating divisions and, as such, is engaged in providing electrical, natural gas and heating company utility service in Missouri in those areas certificated to it by the Missouri Public Service Commission ("Commission"). A certified copy of Aquila's Amended Certificate of Authority to do business in this State as a foreign corporation was filed with the Commission in Case No. EU-2002-1053 and said documents are incorporated herein by reference in accordance with 4 CSR 240-2.060(1)(G). Likewise, copies of the registrations of fictitious name of Aquila Networks

– MPS and Aquila Networks – L&P were filed in Case No. EU-2002-1053 and said documents are incorporated herein by reference in accordance with 4 CSR 240-2.060(1)(G).

3. Aquila is an “electrical corporation” and a “public utility” as those terms are defined in §386.020 RSMo. 2000. Consequently, it is subject to the jurisdiction and supervision of the Commission as provided by law.

4. Aquila has pending or final judgments or decisions against it from state or federal regulatory agencies or courts which involve customer service occurring within the three (3) years immediately preceding the filing of this Application.

5. Aquila has no overdue Commission annual reports or assessment fees.

6. MidAmerican is an Iowa corporation with its principal office and place of business at 666 Grand Avenue, P.O. Box 657, Des Moines, Iowa 50303-065. MidAmerican is primarily engaged in the business of generating, transmitting, selling and transporting electricity and natural gas. MidAmerican Energy distributes electricity at retail in Council Bluffs, Des Moines, Fort Dodge, Iowa City, Sioux City and Waterloo, Iowa; the Quad Cities of Davenport, Bettendorf, Iowa, Rock Island, Moline and East Moline, Illinois; and in a number of adjacent communities.

7. MidAmerican has no retail electric customers located in the State of Missouri. Consequently, MidAmerican is not, and will not be, a “public utility” as that term is defined in §386.020 RSMo. 2000.

8. Correspondence, communications and orders of the Commission in regard to this Application should be addressed to:

Dennis Williams, Manager
Missouri Electric Regulatory Affairs
Aquila, Inc.
10700 East 350 Highway
P.O. Box 11739
Kansas City, MO 63138
Telephone (816) 737-7857
Facsimile (816) 737-7705
E-Mail: denny.williams@aquila.com

Paul A. Boudreau
Brydon, Swarengen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102
Telephone (573) 635-7166
Facsimile (573) 635-0427
E-Mail: paulb@brydonlaw.com

The Transaction

9. Aquila and MidAmerican have entered into an Asset Purchase Agreement (the "Agreement") pursuant to which MidAmerican proposes to buy, and Aquila proposes to sell, 23.3 miles of a 345 KV transmission line connecting the Cooper Nuclear Power Station and Boonville substations (hereinafter, the "Line") for a purchase price of \$183,274.10, subject to a property tax adjustment. A copy of the Agreement is marked **Appendix 1**, attached hereto and incorporated herein for all purposes.

10. The Line is located in the extreme northwestern corner of the State of Missouri in Atchison County. A copy of a map illustrating the approximate location of the Line is marked **Appendix 2**, and attached hereto for all purposes.

11. The construction of the Line came about by virtue of a Transmission Line Agreement dated December 31, 1968, by and between St. Joseph Light & Power Company ("SJLP") (a

constituent predecessor in interest of Aquila) and Iowa Power & Light Company ("IPL") (MidAmerican's predecessor in interest) (hereinafter, the "Construction Agreement"). By virtue of said Construction Agreement, SJLP and IPL agreed that SJLP would construct and place in commercial operation a portion of a 345 KV transmission line in the State of Missouri running from the Iowa-Missouri border and running in a southwesterly direction to the Missouri-Nebraska border near the Cooper Nuclear Power Station (the "Cooper Station") which is located in the State of Nebraska. The stated purpose of the construction was to interconnect with IPL's portion of the same line at the Iowa-Missouri border and, also, with facilities of the Consumers Public Power District at the Missouri-Nebraska border near the Cooper Station. The Construction Agreement contained an obligation on the part of SJLP (now Aquila) upon request to transfer to IPL (now MidAmerican) SJLP's interest in the Line at the conclusion of 33 years in service. A copy of the Construction Agreement is marked **Appendix 3**, attached hereto and incorporated herein for all purposes. The construction of the Line was subsequently authorized by this Commission in its Case No. 16,734 by virtue of a Report and Order dated June 2, 1969.

12. No customers of Aquila receive service directly from the Line. Rather, the Line has served, and will continue to serve, as a means of interchange of electric energy between MidAmerican, Aquila and other regional utilities. Consequently, the Line will continue to further the original goal of maintaining adequate reserve capacity to serve growing load requirements on the system the Line has served and will continue to serve.

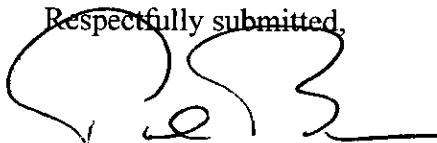
13. The sale of the Line is not detrimental to the public interest. As noted above, no customers of Aquila Networks – L&P take service off the Line. Consequently, the sale will not cause any change of service provider. Further, the Line will continue to serve as a viable and useful

facility for the interchange of electric energy between Aquila and MidAmerican and other regional utilities. The change in ownership of the Missouri portion of the Line will be inconsequential in that regard. The sale of the Line to MidAmerican should be entirely transparent to Aquila Networks – L&P customers. There will be no interruption of, or deterioration in the reliability of, electric service to the Aquila Networks - L&P operating division as a consequence of the proposed transaction.

14. The sale of the Line should have no material impact on the tax revenues of the political subdivisions in which any of the structures, facilities or equipment involved in the sale are located. It should cause little or no change in Aquila's property tax obligations to Atchison County. Further, any minor reduction in Aquila's local tax obligation is likely to be offset by MidAmerican's obligation on a prospective basis to make the property tax payments to the local political subdivisions where the Line is located.

WHEREFORE, Aquila requests an order of the Commission authorizing the sale of the Line to MidAmerican pursuant to the terms of the Asset Purchase Agreement attached hereto as **Appendix 1**, and for authority to execute and deliver any and all reasonably necessary documentation required in furtherance of the stated objectives of this Application.

Respectfully submitted,



Paul A. Boudreau #33155
BRYDON, SWEARENGEN & ENGLAND P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Telephone (573) 635-7166
Facsimile (573) 635-0427
E-Mail: PaulB@brydonlaw.com
Attorneys for Aquila, Inc.

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. mail, postage prepaid, or hand-delivered, on this 4th day of September, 2002, to:

General Counsel's Office
Missouri Public Service Commission
200 Madison Street, P.O. Box 360
Jefferson City, MO 65102

Office of the Public Counsel
Governor Office Building
200 Madison Street, P.O. Box 7800
Jefferson City, MO 65102



AFFIDAVIT

State of Missouri)
County of Cole) ss

I, JON R. EMERSON, having been duly sworn upon my oath, state that I am the SENIOR V.P. of Aquila, Inc., that I am duly authorized to make this affidavit on behalf of Aquila, Inc., and that the matters and things stated in the foregoing Application and appendices thereto are true and correct to the best of my information, knowledge and belief.

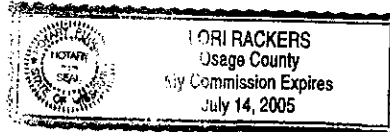
Jon Emerson

Subscribed and sworn before me this 21st day of August, 2002.

Lori Rackers
Notary Public

My Commission expires:

7/14/05



ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of _____, by and between MidAmerican Energy Company, an Iowa corporation (formerly known as and successor to Iowa Power and Light Company) (the "Buyer"), and Aquila, Inc., a Delaware corporation (formerly known as and is the successor to Missouri Public Service Company) (the "Seller").

RECITALS

A. Seller owns certain electrical transmission line facilities in Missouri consisting of a 345 kV transmission line located between the Cooper Nuclear Power Station and Booneville Substation (collectively the "Line"), which has been the subject of a transmission lease agreement between the Parties and their predecessors that expired on December 31, 2001 (the "Lease Agreement").

B. As provided for in the Lease Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Line and certain related assets in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises hereof, the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Assets. On the Closing Date (as defined in Section 3.1 below), and subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer, convey, and assign to Buyer, and Buyer shall purchase from Seller, the Line and the related assets listed on Exhibits C and D (collectively, the "Assets").

2. Purchase Price.

2.1 Purchase Price. The purchase price for the Assets shall be \$183,274.10 payable on the Closing Date in cash by wire transfer of immediately available funds to an account designated by Seller (the "Purchase Price").

2.2 Purchase Price Adjustment. The Purchase Price will be adjusted based on the estimated 2002 property taxes paid by Aquila.

3. Closing.

3.1 Closing Date. The closing of this transaction (the "Closing") shall be 10 business days after the latter of the date (a) the Federal Energy Regulatory Commission ("FERC") approves the asset purchase or (b) the Missouri Public Service Commission approves the asset purchase (the "Closing Date"). The Closing will take place at the _____, or as the parties otherwise agree. No delivery or payment shall be considered to have been made at Closing until all steps required hereunder to be taken at Closing are completed.

3.2 Closing Deliveries.

- (a) At the Closing, Seller shall deliver to Buyer the following:
 - (i) A duly executed Bill of Sale substantially in the form set forth on Exhibit A attached hereto;
 - (ii) A duly executed Assignment of Easements Rights substantially in the form set forth on Exhibit B attached hereto;
 - (iii) Any required third-party consents to the transactions contemplated hereby;
 - (iv) Such other documents, instruments or certificates as Buyer or its counsel may reasonably request, including all applicable licenses and permits and, if available, plan and profile drawings of the Line, templates of the Line, ruling spans of the Line and other design and data documents and all related correspondence and other information from its files of the Line.
- (b) At the Closing, Buyer shall deliver to Seller the following:
 - (i) The Purchase Price;
 - (ii) A duly executed Bill of Sale substantially in the form set forth on Exhibit A attached hereto;
 - (iii) A duly executed Assignment of Easements Rights substantially in the form set forth on Exhibit B attached hereto;
 - (iv) Any required third-party consents to the transactions contemplated hereby;
 - (v) Certified resolutions of Buyer approving the execution and delivery of this Agreement and the documents contemplated hereby and authorizing the transactions contemplated hereby; and
 - (vi) Such other documents, instruments or certificates as Seller or its counsel may reasonably request.

3.3 Passage of Time and Risk of Loss. Legal title, equitable title and risk of loss with respect to the Assets will pass to Buyer when such Assets are transferred at the Closing, which shall be deemed to have occurred at 12:01 a.m. Central Time on the Closing Date.

3.4 Further Assurances. At any time and from time to time after the date hereof, at Buyer's request and without further consideration, Seller promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Buyer may reasonably request to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Assets.

4. Representations and Warranties of Seller. Seller hereby represents and warrants as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date:

4.1 Enforceability. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

4.2 Title to Assets. Seller has, and at the Closing will transfer to Buyer, marketable title to all of the Assets free and clear of all mortgages, liens and security interests (or, qualify the foregoing with "except for those which in the aggregate are not material").

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date: (1) the execution, delivery, and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Buyer, and (2) this Agreement has been duly and validly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

6. Disclaimer of Liability. BUYER ACKNOWLEDGES THAT SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY OTHER THAN AS EXPLICITLY SET FORTH IN SECTION 4 HEREOF. SPECIFICALLY, BUYER ACKNOWLEDGES THAT SELLER IS NOT MAKING, AND EXPLICITLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY REGARDING (I) THE CONDITION OF THE ASSETS TRANSFERRED HEREUNDER, OR (II) THE REVENUES OR INCOME THAT MAY BE GENERATED FROM THE ASSETS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PARTIES AGREE THAT THE ASSETS TRANSFERRED PURSUANT TO THIS AGREEMENT ARE TRANSFERRED "AS IS, WHERE IS", AND EXCEPT FOR WARRANTY OF TITLE, WILL BE TRANSFERRED ON THE CLOSING DATE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification. Notwithstanding any other provisions of this agreement, Seller agrees to indemnify buyer for all claims of any nature arising out of or related to the failure of seller to cause to be recorded until June 6, 2002 easements 1-a, 1-b and 2 shown on Exhibit C.

8. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the fulfillment, as of the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of Buyer:

8.1 Continued Truth of Representations and Warranties of Seller. The representations and warranties of Seller in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date.

8.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of Seller to authorize or carry out this Agreement and to convey, assign, transfer and deliver the Assets shall have been taken.

8.3 Governmental and Other Third Party Consents and Approvals. Seller and Buyer shall have received all requisite consents and approvals of all third parties (including any governmental agency, department, bureau, commission, or similar body, the consent, authorization, or approval of which is necessary under any applicable law, rule, order, or regulation) whose consent or approval is required for the consummation by Seller and Buyer of the transactions contemplated by this Agreement.

8.4 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which might materially affect the right of Buyer to own or use the Assets after the Closing.

8.5 Covenants. All of Seller's covenants have been complied with.

8.6 Closing Deliveries. At or prior to Closing, Buyer shall have received all documents and consents required to be delivered by Seller pursuant to this Agreement.

9. Conditions to Obligations of Seller. The obligations of Seller under this Agreement are subject to the fulfillment, as of the Closing Date, of the following conditions precedent, each of which may be waived in writing at the sole discretion of Seller:

9.1 Continued Truth of Representations and Warranties of Buyer. The representations and warranties of Buyer in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date.

9.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of Buyer to authorize and carry out this Agreement and the transactions contemplated hereby shall have been taken.

9.3 Governmental and Third Party Consents and Approvals. Buyer and Seller shall have received all requisite consents and approvals of all third parties (including any governmental agency, department, bureau, commission, or similar body, the consent, authorization or approval of which is necessary under any applicable law, rule, order, or regulation) whose consent or approval is required for the consummation by Buyer and Seller of the transactions contemplated by this Agreement.

9.4 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which shall seek to restrain, prohibit, or invalidate the transactions

contemplated by this Agreement or which might materially affect the right of Seller to sell the Assets.

9.5 Covenants. All of Buyer's covenants have been complied with.

9.6 Closing Deliveries. At or prior to Closing, Seller shall have received all documents and consents required to be delivered by Buyer pursuant to this Agreement.

10. Miscellaneous.

10.1 Taxes. Seller will pay all real, personal and ad valorem property taxes and assessments in respect of the Assets for the 2001 and prior tax years. Seller will also pay the property taxes imposed on the Assets for the 2002 tax year.

10.2 Attorney's Fees. In the event of litigation to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party, the cost and expenses of preparing for and conducting such litigation.

10.3 Survival. All covenants, warranties and representations set forth in this Agreement shall survive Closing.

10.4 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by facsimile, a nationally recognized overnight courier, or registered or certified mail, postage prepaid, addressed as follows or to such other address of which the parties may have given notice:

If to Seller:

Aquila Inc.
750 N.W. Missouri Road
Lee's Summit, MO 64086
Attn: Carl A. Huslig
Telephone: (816) 969-8944
Facsimile: (816) 969-8933

If to Buyer:

MidAmerican Energy Company
One RiverCenter Place
106 E. Second
P.O. Box 4350
Davenport, IA 52808-4350
Attn: Director Electrical Engineering
Telephone : (563) 333-8187
Facsimile: (563) 333-8112

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, or if sent by facsimile provided an electronically generated confirmation of such facsimile is obtained promptly after transmission, or (b) on the business day subsequent to the date delivered to an overnight courier of national reputation, or (c) three business days after being deposited with the U.S. Postal Service, if sent by registered or certified mail.

10.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no assignment by Seller or Buyer shall release such party from any obligation or liability under this Agreement without the express written consent of the other party.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby.

10.7 Amendments. No supplement, modification, or waiver of this Agreement shall be binding unless in writing and signed by both parties.

10.8 Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof.

10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, without regard to the choice of law rules of such state.

10.10 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.11 Headings. The section headings are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.13 Exhibits and Schedules. All of the exhibits and schedules attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER:

MidAmerican Energy Company

By: _____

Name: James Averweg

Title: Vice President Engineering

SELLER:

Aquila, Inc.

By: _____

Name: John McKinney

Title: Vice President - Energy Resources

mg 1/16/02

EXHIBIT A

BILL OF SALE

THIS BILL OF SALE, (this "Bill of Sale"), dated as of _____, 2002, is made by and between Aquila, Inc., a Delaware corporation (formerly known as and successor to Missouri Public Service Company) ("Seller"), and MidAmerican Energy Company, (formerly known as and successor to Iowa Power and Light Company), an Iowa corporation ("Buyer").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of _____, 2002, by and between Seller and Buyer (the "Agreement"), Seller has agreed to sell the Assets (as defined in the Agreement) to Buyer on the terms and subject to the conditions set forth in the Agreement, and Buyer has agreed to acquire and accept the Assets from the Seller on such basis;

WHEREAS, Seller desires to deliver to Buyer such instruments of transfer as are required to effectively vest in Buyer all Seller's right, title and interest in and to the Assets;

WHEREAS, Section 3.2(a)(i) of the Agreement contemplates that this Bill of Sale, is to be delivered at the Closing; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein and in the Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and accepted), the Seller and the Buyer do hereby agree as follows:

SECTION 1. *Transfer of Assets.* Seller does hereby sell, assign, transfer, convey and deliver unto Buyer and its successors and assigns for its and their use, all of Seller's right, title and interest in and to the Assets listed on Exhibits C and D to this Bill of Sale, free and clear of all liens and encumbrances to have and to hold.

SECTION 2. *Governing Law.* This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri.

SECTION 3. *Parties in Interest.* This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

SECTION 4. *Conflicts.* In the event of any conflict or ambiguity between the terms hereof and the Agreement, the terms of the Agreement shall govern and be controlling.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered as of the date first above written.

BUYER:

MidAmerican Energy Company

By: _____

Name: James Averweg

Title: Vice President Engineering

SELLER:

Aquila, Inc.

By: _____

Name: John McKinney

Title: Vice President - Energy Resources

mf 7/16/02

EXHIBIT B
ASSIGNMENT OF EASEMENT RIGHTS
Kansas City, Missouri

THIS ASSIGNMENT OF EASEMENT RIGHTS (this "Assignment") is made as of this _____ day of _____, 2002 by AQUILA, INC., a Delaware corporation, formerly known as and is successor to Missouri Public Service Company ("MPS"), with an address at 20 W. Ninth Street, Kansas City, Missouri 64105, as assignor, to and in favor of MidAmerican Energy Company, formerly known as and successor to Iowa Power and Light Company, an Iowa corporation ("MEC"), with an address at 666 Grand Ave, Des Moines, Iowa 50309, as assignee.

FOR AND IN CONSIDERATION of the purchase by MEC of certain facilities from MPS, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, MPS does hereby assign, transfer and set over unto MEC all of the right, title and interest of MPS in and to the easements, rights-of-ways and permits described in Exhibit C attached hereto and incorporated herein by this reference, and MEC does hereby accept and assume all rights and obligations set forth therein.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

AQUILA, INC.,
a Delaware Corporation
d/b/a Missouri Public Service

By: _____

Name: John W. McKinney

Title: Vice President - Energy Resources

MidAmerican Energy Company
an Iowa Corporation

By: _____

Name: James Averweg

Title: Vice President-Engineering

mg
7/16/02

STATE OF Missouri)
) SS
COUNTY OF Jackson)

On this 16th day of July, 2002, before me, the undersigned, a Notary Public in and for said county and state, appeared John W. McKinney, to me personally known, who did say that he/~~she~~ is the VP-Energy Resources of Aquila, Inc., a Delaware corporation, and that he/~~she~~ executed the foregoing instrument with the full authority of the directors of said corporation, as the free act and deed of said corporation.

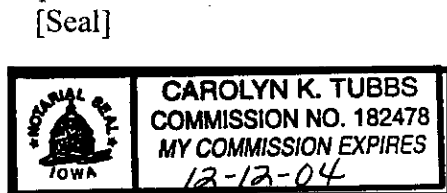
[Seal] Linda C. Howell
Notary Public-Notary Seal
State of Missouri
Jackson County
My Commission Expires: May 4, 2004

Linda C. Howell
Notary Public
Name: Linda C. Howell

My Commission Expires: May 4, 2004

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this 11th day of July, 2002, before me, the undersigned, a Notary Public in and for said county and state, appeared James Averweg, to me personally known, who did say that he/she is the Vice President of MidAmerican Energy Company, an Iowa corporation, and that he/~~she~~ executed the foregoing instrument with the full authority of the directors of said corporation, as the free act and deed of said corporation.



Carolyn K. Tubbs
Notary Public
Name: Carolyn K. Tubbs

My Commission Expires: December 12, 2004

EXHIBIT C

Cooper-Des Moines, Atchison County, MO. 345KV

R/W #	Owner	Section Township Range	Instrum. Date	Record Date	<u>Rec orded</u> Book Page	
1a	Consumer's Public Power	16-64-42	07/24/69	6/6/02	203	287
1b	Consumer's Public Power	15-64-42	^	6/6/02	203	287
2	Consumer's Public Power	15-64-42	^	6/6/02	203	287
2a	Rosenbohm	15-64-42	05/14/69	06/03/69	150	409
2b	Atchison Co. Levy Dist.	15-64-42	06/16/69	07/02/69	159	9
3a	Bailey	10-64-42	02/25/69	04/08/69	157	110
3b	Hinrichs	10-64-42	04/18/69	05/07/69	157	152
4	Rosenbohm	11-64-42	03/26/69	04/08/69	157	116
5	Rosenbohm	2-64-42	^	^	^	^
6	Hunter	2-64-42	04/08/69	04/30/69	157	139
7	Schminke / Lewis	2-64-42	07/15/69	07/24/69	159	49
8	Hinrichs	2-64-42	04/18/69	05/07/69	157	154
8a	CB & Q Railroad	1/64/42				
9	Vanarsdale	1/64/42	04/01/69	04/30/69	157	137
10c	Glenn	36/65/42	05/28/69	06/03/69	150	416
10d	Cox Bros.	36/65/42	06/10/69	06/18/69	150	437
11	Heron	36/65/42	03/13/69	03/20/69	157	100
12	Heron	31-65-41	^	^	^	^
13	Heron	30-65-41	^	^	^	^
14	Polson	30-65-41	03/13/69	03/20/69	157	84
15	Stanton	30-65-41	03/04/69	03/20/69	157	88
16	Barnhart	30-65-41	02/26/69	03/11/69	157	58

EXHIBIT C

Cooper-Des Moines, Atchison County, MO. 345KV

R/W #	Owner	Section Township Range	Instrum. Date	Record Date	<u>Rec orded</u> Book Page	
17	Wolf	20-65-41	03/05/69	03/20/69	157	94
18	Wolf	29-65-41	^	^	^	^
19	Hackl	29-65-41	03/05/69	03/20/69	157	97
21	Garst	29-65-41	02/27/69	03/11/69	157	50
26	Phillips	20-65-41	02/27/69	03/11/69	157	54
26	Phillips	21-65-41	^	^	^	^
7/27a	Grebe	21-65-41	02/17/69	03/04/69	157	23
28	Hartman	21-65-41	02/19/69	03/04/69	157	30
29	Kemerling	21-65-41	03/05/69	03/20/69	157	82
30	Oswald	16-65-41	02/13/69	02/19/69	155	624
32	Oswald	15-65-41	^	^	^	^
31a	Grebe	21-65-41	02/17/69	03/04/69	157	27
33	Barger / Hunter	15-65-41	04/08/69	05/30/69	157	133
34	Jones	15-65-41	02/21/69	03/04/69	157	25
37	Bohn	15-65-41	02/20/69	03/04/69	157	21
38	Knierim	10-65-41	02/14/69	02/19/69	155	622
39	Vogler	11-65-41	03/11/69	03/20/69	157	90
40	Walter, Merle	11-65-41	02/05/69	02/19/69	155	626
41	Walter, Everett	11-65-41	02/12/69	02/19/69	155	632
42	Hudson	2-65-41	03/06/69	03/20/69	157	92
43	DeBuhr	1-65-41	01/30/69	02/05/69	155	592
44	Thomas	1-65-41	02/05/69	02/19/69	155	630

EXHIBIT C

Cooper-Des Moines, Atchison County, MO. 345KV

R/W #	Owner	Section Township Range	Instrum. Date	Record Date	Rec orded Book Page	
45	Gebhards	1-65-41	02/11/69	02/19/69	155	618
46	Whitlow	32-66-40	03/26/69	04/08/69	157	118
47	Cloepfil	32-66-40	01/29/69	02/05/69	155	598
47a	Cloepfil	33-66-40	^	^	^	^
48	Rankin	33-66-40	02/27/69	03/11/69	157	56
49	Kincheloe	28-66-40	01/31/69	04/08/69	157	114
50	Poe	27-66-40	03/11/69	06/18/69	150	439
51	Curfman	27-66-40	01/24/69	02/05/69	155	590
52	McMillan	27-66-40	01/23/69	02/05/69	155	596
53	Schoenfelder	22-66-40	02/08/69	02/19/69	155	628
54	Rees	23-66-40	05/26/69	06/18/69	150	441
54a	Rees	23-66-40	05/26/69	06/18/69	150	442
54a	Rees	23-66-41	07/08/69	07/24/69	159	48
55	Jones	23-66-40	05/28/69	06/03/69	150	407
57	Jones	24-66-40	05/28/69	06/03/69	150	405
57a	Lockhardt	24-66-40	01/23/69	02/05/69	155	594
8a/59	Broermann	13-66-40	02/06/69	02/19/69	155	634
60/60a	Gibbs	13-66-40	02/25/69	03/11/69	157	52
61	Hanrath	18-66-39	02/13/69	02/19/69	155	620
62	Hanks	18-66-39	05/20/69	06/03/69	150	411
62a	Rolf	07-66-39	04/09/69	04/30/69	157	135
63a	Carnes, Herbert	07-66-39	03/14/69	03/20/69	157	86

EXHIBIT C

Cooper-Des Moines, Atchison County, MO. 345KV

R/W #	Owner	Section Township Range	Instrum. Date	Record Date	<u>Rec orded</u>	
					Book	Page
63b	Carnes, H M Sr.	08-66-39	03/27/69	04/08/69	157	112
64	Fuelling, Tiemann, etal	08-66-39	01/09/69	02/19/69	155	616
65	Bargman	05-66-39	05/15/69	06/03/69	150	413
65a	Bargman	08-66-39	^	^	^	^
67	Harris	04-66-39	01/16/69	01/22/69	155	460
68	Nawhinney, etal	04-66-39	06/14/69	07/02/69	159	6
69	Rolf	04-66-39	01/16/69	01/22/69	155	464
70	Richards	04-66-39	01/16/69	01/22/69	155	462
71a	Show	04-66-39	01/14/69	01/22/69	155	469
72a	Lefforge, etal	33-67-39	06/06/69	07/02/69	159	4
73	Flack	34-67-39	01/16/69	01/22/69	155	466
74	Etter	34-67-39	02/04/69	02/19/69	155	614
75	Flack	34-67-39	01/16/69	01/22/69	155	466
76	Read	34-67-39	05/21/69	06/03/69	150	415

Exhibit D

Cooper to Booneville 345 kV Line

Transmission line consists of 23.3 miles of 345 kV structures with 2-853.7 ACAR conductor. The attached spreadsheet details the structures, span lengths, pole type, and pole size.

Length of Line in Mo.
From Iowa to E. Mo. River

123,092 Ft
23.3 miles

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1930 LERANIAN

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class					Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center							
IOWA-MISSOURI STATE LINE AT STATION 6275+94.0															
878	6235+30	1020	783	915	.86	85	1	85	1		51.5	1167.5	1	T	
879	6240+85	555	670	590	1.13	85	1	85	1		52.0	1039.0	1		
880	6248+70	785	858	715	1.20	85	1	85	1		51.5	1015.5	1		
881	6258+00	930	952	820	1.17	105	0	105	0		69.5	1005.5	2		
882	6267+85	985	705	970	.73	85	1	85	1		51.0	1067.0	1		
883	6272+10	425	658	610	1.08	90	1	90	1		56.0	1051.5	1		
884	6281+00	890	773	640	1.17	110	1	110	1		74.5	1023.5	2		
885	6287+55	655	677	905	.77	85	1	85	1		51.5	1059.0	1	T	
886	6294+93.6	739	823	505	1.63	90	00	120	0	100	0	65.5	1020.5	L.A.	10°-57'-20"
887	6304+00	906	808	910	.89	85	1	85	1		51.5	1078.0	1	T	
888	6311+10	710	550	745	.74	80	2	80	2		47.5	1098.0	1		
889	6315+00	390	575	500	1.15	90	2	90	2		56.5	1078.5	1		
890	6322+60	760	850	745	1.14	85	1	85	1		51.5	1078.0	1	T	
891	6332+00	940	1000	1000	1.00	85	0	85	0		52.5	1094.0	1	S.P.T	
892	6342+60	1060	860	780	1.10	105	1	105	1		69.5	1097.5	2	T	
893	6349+20	660	685	920	.74	85	1	85	1		52.5	1141.5	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1933 CEMEXAM

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class						Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left Right Center										
894	6356+30	710	690	590	1.17	90	1	90	1			56.0	1123.5	1	T	
895	6363+00	670	830	865	.96	90	1	90	1			56.0	1127.0	1		
896	6372+90	990	855	835	.97	85	1	85	1			52.0	1128.0	1		
897	6380+10	720	830	780	1.06	90	1	90	1			56.0	1115.0	1		
898	6389+50	940	695	785	.83	85	1	85	1			52.5	1120.0	1		
899	6394+00	450	493	560	.88	90	2	90	2			57.0	1106.0	1		
900	6399+35	535	658	595	1.10	90	1	90	1			56.0	1087.0	1		
901	6407+15	780	733	680	1.03	110	1	110	1			75.0	1051.5	2		
902	6414+00	685	618	515	1.20	110	1	110	1			74.5	1046.0	2		
903	6419+50	550	605	700	.86	75	2	75	2			41.5	1089.5	1		
904	6426+10	660	733	885	.83	85	1	85	1			51.5	1076.5	1		
905	6434+25	815	850	830	1.02	90	1	90	1			56.0	1037.0	1		
906	6443+10	885	838	680	1.23	95	1	95	1			61.5	998.0	1		
907	6451+00	790	725	840	0.87	115	1	115	1			78.5	982.0	2		
908	6457+00	660	645	500	1.29	100	1	100	1			66.0	975.0	1		
909	6463+90	630	620	560	1.11	90	2	90	2			56.5	990.5	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1933 E.F. MASLAN

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class						Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center								
910	6470+00	610	683	790	.86	85	1	85	1			52.0	1010.0	1	T	
911	6477+55	755	803	750	1.07	80	1	80	1			48.0	1011.0	1		
912	6486+05	850	733	735	1.00	85	1	85	1			51.5	1016.0	1		
913	6492+20	615	560	510	1.10	75	2	75	2			42.5	1131.0	1		
914	6497+25	505	460	715	.64	80	2	80	2			46.5	1038.5	1		
915	6501+40	415	748	765	.98	85	1	85	1			51.5	1016.0	1		
916	6512+20	1080	993	845	1.18	100	0	100	0			66.0	952.5	2		
917	6521+25	905	835	870	.96	95	1	95	1			61.5	950.0	2		
918	6528+90	765	723	660	1.07	85	1	85	1			52.5	946.0	1		
919	6535+70	680	733	685	1.07	85	1	85	1			52.5	946.0	1		
920	6543+55	785	786	692	1.14	90	1	90	1			57.0	952.0	1		
921	6551+40	785	696	540	1.29	90	1	90	1			56.0	982.0	1		
922	6557+45	605	695	895	.77	100	1	100	1			65.5	1019.0	2		
923	6565+35	790	963	1065	.91	95	0	95	0			61.0	1042.5	2		
924	6576+70	1135	810	730	1.11	95	1	95	1			60.5	1042.0	1		
925	6581+55	485	553	680	.81	90	2	90	2			56.0	1055.0	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1939

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class						Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center								
926	6587+75	620	865	815	1.00	85	1	85	1			51.5	1050.5	1	T	
927	6598+85	1110	863	720	1.20	95	1	95	1			61.0	1023.5	2		
928	6605+00	615	633	685	.92	90	2	90	2			55.5	1043.5	1		
929	6611+50	650	633	550	1.15	95	1	95	1			60.5	1044.5	1		
930	6617+65	615	645	600	1.07	90	2	90	2			55.5	1062.0	1		
931	6624+40	675	795	990	.80	85	1	85	1			52.0	1099.0	1		
932	6633+55	915	720	800	.90	90	1	90	1			56.0	1087.5	1		
933	6638+30	525	733	620	1.18	105	1	105	1			70.0	1058.0	2		
934	6648+20	940	718	605	1.19	105	1	105	1			70.5	1057.0	2		
935	6653+15	495	485	500	.97	80	2	80	2			47.0	1095.0	1		
936	6657+70	475	790	945	.83	85	1	85	1			52.0	1102.0	1		
937	6668+95	1105	833	920	.90	80	1	80	1			47.0	1090.0	1		
938	6674+55	560	853	715	1.19	105	1	105	1			70.5	1046.0	2		
939	6686+00	1145	873	730	1.19	95	1	95	1			60.0	1056.5	2		
940	6692+00	600	610	500	1.07	105	1	105	1			70.5	1062.0	2		
941	6698+20	620	775	955	.81	90	1	90	1			56.0	1113.0	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1930 E.F. HADLAM

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class						Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center								
942	6707+50	930	830	845	.92	95	1	95	1			61.5	1110.0	2	T	
943	6714+80	730	863	930	.93	95	1	95	1			60.0	1111.5	2		
944	6724+75	995	848	820	1.03	80	1	80	1			47.0	1108.0	1		
945	6731+75	700	728	680	1.07	75	1	75	1			43.0	1103.0	1		
946	6739+30	755	580	710	.82	85	2	85	2			51.0	1095.5	1		
947	6743+35	405	568	625	.91	85	2	85	2			51.5	1082.0	1	T	
948	6750+65.7	731	758	470	1.61	95	1	85	0	95	1	61.0	1038.0		L.A.	7°-45'-18"
949	6758+50	784	862	900	.96	80	1	80	1			47.0	1072.5	1	T	
950	6767+90	940	835	735	1.14	115	1	115	1			78.5	1056.0	2		
951	6775+20	730	623	770	.81	85	2	85	2			52.5	1114.0	1		
952	6780+35	515	505	605	.83	85	2	85	2			51.5	1118.0	1		
953	6785+30	495	623	675	.92	80	2	80	2			48.0	1111.0	1		
954	6792+80	750	810	770	1.05	90	1	90	1			55.0	1077.5	1		
955	6801+50	870	990	840	1.18	100	0	100	0			64.0	1046.5	2		
956	6812+60	1110	773	665	1.16	105	1	105	1			70.0	1055.0	2		
957	6816+95	435	480	560	.86	80	2	80	2			46.5	1096.0	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1933 E.A.S.M.

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class					Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center							
958	6822+20	525	548	770	.71	85	2	85	2		52.0	1101.5	1	T	
959	6827+90	570	658	700	.94	85	1	85	1		51.0	1081.0	1	T	
960	6835+35	745	928	585	1.59	105	0	105	0		70.0	1076.0	2	SP. T	
961	6846+45	1110	823	990	.83	85	1	85	1		52.5	1086.0	1	T	
962	6851+80	535	463	470	.98	80	2	80	2		47.0	1082.5	1		
963	6855+70	390	560	720	.78	80	2	80	2		47.0	1087.0	1		
964	6863+00	730	843	705	1.19	110	1	110	1		74.5	1024.5	2		
965	6872+55	955	765	640	1.19	100	1	100	1		65.0	1021.5	2		
966	6878+30	575	488	740	.66	80	2	80	2		46.0	1052.0	1	T	
967	6882+30	400	850	585	1.45	100	0	100	0		65.5	1014.5	2	SP. T	
968	6895+30	1300	825	985	.85	75	1	75	1		43.0	1065.5	1	T	
969	6899+00	370	480	585	.82	105	1	105	1		70.0	1033.5	1	T	
970	6904+90	590	768	675	1.17	105	1	105	1		69.0	1010.0	2	T	
971	6914+75	985	993	925	1.07	80	0	80	0		47.0	1018.5	1	SP. T	
972	6924+75	1000	845	1000	.84	85	1	85	1		50.5	1019.0	1	T	
973	6931+65	690	828	755	1.10	95	1	95	1		61.0	984.5	2	T	

DES MOINES TO CPFD
STRUCTURE LOCATIONS

NOTED JUL 15 1939 EFM:MAN

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class					Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center							
974	6941+30	965	1000	735	1.36	100	0	100	0		66.0	962.5	2	SP. T	
975	6951+65	1035	803	870	.92	80	1	80	1		48.0	1033.5	1	T	
976	6957+35	570	523	615	.85	85	2	85	2		52.5	1048.5	1	T	
977	6962+10	475	840	1000	.84	85	1	85	1		52.5	1053.5	1	T	
978	6974+15	1205	1000	610	1.64	100	0	100	0		66.0	1000.5	2	SP. T	
979	6982+10	795	763	1000	.76	80	1	80	1		48.0	1072.0	1	T	
980	6989+40	730	663	975	.68	85	1	85	1		52.0	1073.0	1	T	
981	6995+35	595	990	635	1.56	95	0	95	0		60.5	1021.0	2	SP. T	
982	7009+20	1385	948	865	1.09	95	0	95	0		60.0	1045.0	2	SP. T	
983	7014+30	510	528	580	.91	90	2	90	2		56.0	1068.5	1	T	
984	7019+75	545	663	905	.73	85	1	85	1		52.5	1086.5	1	T	
985	7027+55	730	613	560	1.09	80	2	80	2		46.5	1063.0	1	T	
986	7032+00	445	654	575	1.14	100	1	100	1		65.0	1033.5	2	T	
987	7040+61.4	862	840	530	1.58	65	1	75	1		41.5	1054.0		L.A.	10°44'36"
988	7048+80	818	679	905	.75	80	1	80	1		47.5	1109.5	1	T	
989	7054+20	540	685	645	1.06	80	1	80	1		47.0	1120.0	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1930 C.E. CASLER

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class						Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						LeftRightCenter										
990	7062+50	830	665	665	1.00	85	1	85	1			52.5	1138.0	1	T	
991	7067+50	500	640	780	.82	85	2	85	2			51.5	1153.0	1	T	
992	7075+30	780	863	825	1.05	80	1	80	1			47.5	1157.0	1	T	
993	7084+75	945	655	825	.79	90	1	90	1			56.0	1145.0	1	T	
994	7088+40	365	763	660	1.16	105	1	105	1			70.0	1116.0	2	T	
995	7100+00	1160	930	1010	.92	85	0	85	0			51.5	1117.0	1	SP. T	
996	7107+00	700	933	720	1.30	95	0	95	0			59.5	1085.0	2	SP. T	
997	7118+75	1175	1000	1225	.82	90	0	90	0			55.5	1114.0	2	SP. T	
998	7127+00	825	813	885	.92	85	1	85	1			49.0	1089.5	1	T	
999	7135+00	800	813	430	1.39	100	0	100	0			64.5	1029.0	2	SP. T	
1000	7143+25	875	784	885	.89	80	1	85	1			48.5	1080.0	1	T	
1001	7150+66.5	742	1013	1420	.63	85	0	85	0	85	0	51.5	1089.5		L.A.D.E	7°-55'-05"
1002	7163+50	1283	997	540	1.35	105	0	105	0			70.5	892.5	2	SP. T	
1003	7170+60	710	718	665	1.03	90	1	90	1			57.0	891.0	1	T	
1004	7177+85	725	708	680	1.04	85	1	85	1			52.5	891.0	1	T	
1005	7184+75	690	718	690	1.04	85	1	85	1			52.5	891.5	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1933 C.F. BRADLEY

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class						Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center								
1006	7192+20	745	763	805	.95	90	1	90	1			57.0	892.5	1	T	
1007	7200+00	780	773	760	1.07	90	1	90	1			57.0	889.5	1		
1008	7207+65	765	785	780	1.01	90	1	90	1			57.0	889.5	1		
1009	7215+70	805	800	810	.99	90	1	90	1			57.0	891.0	1		
1010	7223+65	775	773	725	1.07	90	1	90	1			57.0	890.0	1		
1011	7231+15	750	668	625	1.07	90	1	90	1			57.0	888.5	1		
1012	7237+00	585	655	620	1.05	95	1	95	1			61.5	889.0	1		
1013	7244+20	720	653	665	.98	110	1	110	1			75.5	888.0	2		
1014	7250+00	585	700	790	.89	120	1	120	1			84.0	887.5	2		
1015	7258+20	820	975	940	1.04	115	0	115	0			79.5	885.0	2		
1016	7269+45	1125	855	940	.91	115	1	115	1			79.5	885.0	2		
1017	7275+25	580	650	615	1.06	100	1	100	1			66.0	886.0	2		
1018	7282+40	715	730	650	1.13	90	2	90	2			57.0	886.0	1		
1019	7289+85	745	730	845	.86	100	1	100	1			65.5	887.5	2		
1020	7297+00	715	730	690	1.06	90	1	90	1			57.0	886.0	1		
1021	7304+45	745	733	755	.97	90	1	90	1			57.0	886.0	1	T	

DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1909 E.F. MOORE

No.	Station	Span	H Span	V Span	H V	Poles Feet and Class					Ground Center Line to Cond.	Ground Center Line Elev.	X Brace -Sets	Struct. Type	Line Angle
						Left	Right	Center							
1022	7311+65	720	695	675	1.03	85	1	85	1		52.5	887.5	1	T	
		670													
1023	7318+35	675	673	665	1.01	85	1	85	1		52.5	887.5	1		
		675													
1024	7325+10	680	678	650	1.04	85	1	85	1		52.5	888.5	1		
		680													
1025	7331+90	775	728	765	.95	90	1	90	1		57.0	890.5	1		
		775													
1026	7339+65	765	770	765	1.01	90	1	90	1		57.0	890.0	1		
		765													
1027	7347+30	705	735	750	.92	90	1	90	1		57.0	890.0	1		
		705													
1028	7354+35	765	735	715	1.03	85	1	85	1		52.5	892.0	1		
		765													
1029	7362+00	765	765	770	.97	90	1	90	1		57.0	889.5	1		
		765													
1030	7369+65	805	785	800	.98	90	1	90	1		57.0	891.5	1		
		805													
1031	7377+70	767	786	760	1.03	90	1	90	1		57.0	889.5	1	T	
		767													
1032	7385+36.9	798	783	820	.95	90	0	80	00	90	0	57.0	892.5	L.A.	18°-55'-4"
		798													
1033	7393+35	715	757	730	1.04	90	1	90	1		56.5	888.5	1	T	
		715													
1034	7400+50	730	723	740	.92	90	1	90	1		57.0	889.0	1		
		730													
1035	7407+80	605	668	665	1.00	90	1	90	1		57.0	887.0	1		
		605													
1036	7413+85	605	605	610	.97	85	2	85	2		52.5	890.5	1	T	
		605													
1037	7419+90	690	690	640	1.02	85	1	85	1	85	1	53.0	888.5	1	TRANS.

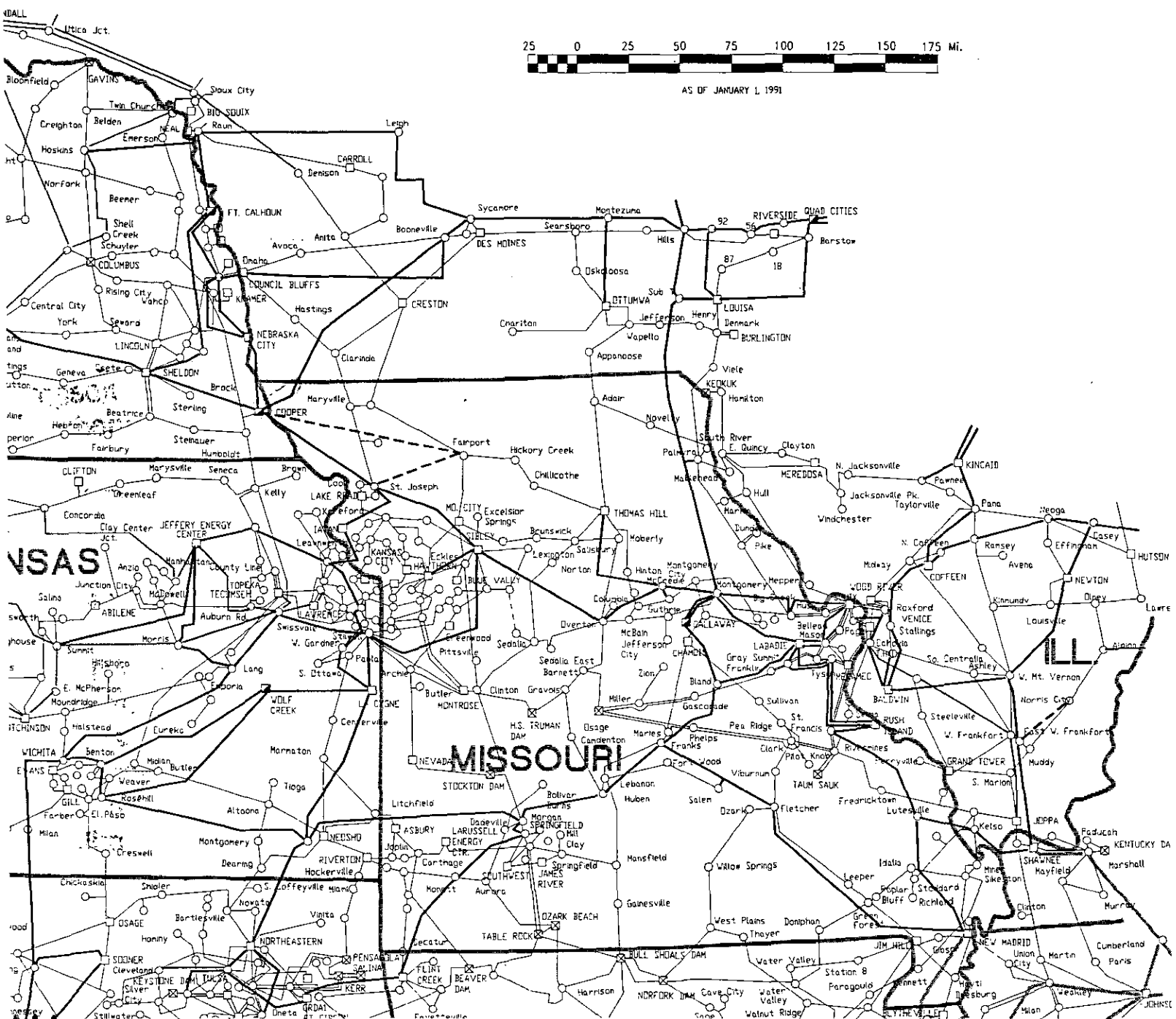
DES MOINES TO CPPD
STRUCTURE LOCATIONS

NOTED JUL 15 1960 E.F. ORSLAN

[illegible]

- FOSSIL FUELED ELECTRIC POWER PLANT
- ⊠ HYDRO-ELECTRIC POWER PLANT
- NUCLEAR-ELECTRIC POWER PLANT
- MAJOR SUBSTATION
- ✕ AC-DC-AC TIE FACILITY
- MAJOR POPULATION CENTER

- 500 KV & OVER TRANSMISSION LINES
- 345 KV TRANSMISSION LINES
- 230 KV TRANSMISSION LINES
- 115-161 KV TRANSMISSION LINES
- TRANSMISSION LINE-PROPOSED



TRANSMISSION LINE AGREEMENT

THIS AGREEMENT made and entered into this 31st day of December, 1968, by St. Joseph Light & Power Company, a Missouri corporation (hereinafter called "St. Joseph"), and Iowa Power and Light Company, an Iowa corporation (hereinafter called "Iowa Power"),

W I T N E S S E T H:

WHEREAS, St. Joseph owns and operates an electric utility system located generally in northwestern Missouri and Iowa Power owns and operates an electric utility system located generally in central and southwestern Iowa, and

WHEREAS, under the terms of a Facilities Agreement dated August 30, 1966, entered into by Iowa Power and Consumers Public Power District (hereinafter called the "District"), a public corporation and political subdivision of the State of Nebraska, the District is constructing on the Missouri River near Brownville, Nebraska, a nuclear power plant (herein called "Cooper Station"), one half of the output of which Iowa Power has agreed to purchase on a long term basis, and

WHEREAS, under the terms of said Facilities Agreement Iowa Power has agreed to provide a 345 Kv transmission line extending from Hills, Iowa, to Des Moines, Iowa, and thence to a point of interconnection with the facilities of the District on the Missouri River at Cooper Station, which line is scheduled for commercial operation by May 1, 1970, and Iowa Power is now engaged in constructing the portion of said line that will lie within the State of Iowa, and

WHEREAS, discussions have been had between St. Joseph and Iowa Power with respect to the construction, operation, use and maintenance of that portion of said line within the State of Missouri running from the Iowa-Missouri border to Cooper Station, and St. Joseph has agreed to assume the responsibility for such construction, operation and maintenance and to make such portion of said line

available to Iowa Power for its use upon its completion in accordance with the terms and conditions hereinafter set forth.

IT IS THEREFORE AGREED, in consideration of the foregoing and of the mutual covenants and undertakings of the parties, as follows:

1. St. Joseph hereby agrees to construct and to place in commercial operation on or before May 1, 1970 that portion of the projected Hills-Des Moines-Cooper Station 345 Kv line within the State of Missouri running from the Iowa-Missouri border to Cooper Station, to interconnect with Iowa Power's portion of said line at the Iowa-Missouri border, and with the facilities of the District at the Missouri-Nebraska border. The St. Joseph portion of the line shall follow a line route to be selected by Iowa Power and its construction shall conform to specifications to be provided by Iowa Power.

2. Upon completion of such portion of line and its availability for commercial operation, St. Joseph shall certify to Iowa Power its total cost. Iowa Power agrees to pay to St. Joseph (1) as fixed charges each month, one-twelfth of an annual fixed charge rate of Fifteen per cent (15 %) of the total cost of such portion of line and (2) the total cost of labor and material for operating and maintaining such portion plus normal labor and material overhead expense for the accounting period during which the charges were incurred. It is further agreed that the above stated annual fixed charge rate shall be subject to review and adjustment according to the actual costs to St. Joseph for the components of interest, depreciation and ad valorem taxes comprising said rate.

3. St. Joseph further agrees to purchase, install, own, operate and maintain on said portion of line such additional future equipment and facilities appropriate to the operation, use and maintenance of such transmission line as Iowa Power may from time to time request. The cost of any such additional equipment

and facilities shall be added to the initial cost of the line portion and fixed charges thereon paid by Iowa Power with and according to the payment provided in Paragraph 2.

4. St. Joseph agrees that upon written request from Iowa Power it will remove any part of the equipment which is the subject of this agreement and which in the sole judgment of Iowa Power is no longer required. Such removed equipment may be replaced with other equipment as in Paragraph 3 above provided. Iowa Power agrees to purchase any equipment so removed by St. Joseph for a price equal to its removal cost plus the initial installed cost of said equipment less depreciation of three per cent (3%) per annum for each year it has been in service. In such event, the amount upon which fixed charges are computed, as set forth in Paragraph 2 above, shall be reduced by the amount of the initial installed cost of the equipment removed.

5. On the termination of this agreement 33 years from the date of its execution or at any earlier termination date, Iowa Power agrees to buy and St. Joseph agrees to sell to Iowa Power or to its nominee all equipment and facilities of St. Joseph which are the subject of this agreement, and to assign to it all franchises, rights of way and easements for such line, for a price equal to the original cost of said depreciable equipment depreciated at 3% per annum for each year the same has been in service, plus cost of removal less salvage if removed by St. Joseph, plus initial cost of non-depreciable items such as franchises, rights of way and easements.

6. In consideration hereof, Iowa Power shall have the exclusive right to use the capacity of said portion of line as long as this agreement is in force and effect, for the transmission of electric energy and to use the ancillary equipment of such line for purposes incidental to such transmission. Iowa Power may authorize St. Joseph or others to utilize all or any part of such line capacity upon terms to be agreed to between them. St. Joseph shall not have any right to utilize the

(4)

capacity of such portion of line, or to cause its electric system to be inter-connected therewith at any point, without the consent of Iowa Power.

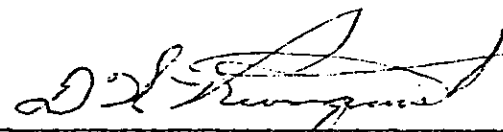
7. Nothing herein contained shall create legal liability on Iowa Power for injury to persons or property arising out of the construction, operation, ownership or maintenance of such portion of line and St. Joseph shall indemnify Iowa Power and hold it harmless from and against any and all claims arising therefrom or by reason of the acts of negligence of its agents or employees in connection therewith.

8. This agreement shall become effective upon its execution by the parties and upon approval by any regulatory authority having jurisdiction thereof and shall continue in force for a period of 33 years unless terminated either by mutual agreement or by written notice given by either party to the other at least five years in advance of the proposed date of termination. This agreement shall bind and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first hereinabove written.

ST. JOSEPH LIGHT & POWER COMPANY

By

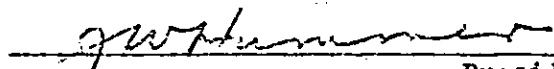

President

ATTEST:

H. A. Christensen

IOWA POWER AND LIGHT COMPANY

By


President

ATTEST:


Secretary

