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AFTER RECORDING, RETURN TO:

Denise A. Drago, Esq.
Snell & Wilmer
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

ENT 24142; 2005 PG 1 of 14
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Mar 08 1:25 pm FEE 46.00 BY AB
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AGREEMENT TO GRANT EASEMENTS

This **AGREEMENT TO GRANT EASEMENTS** (the "**Agreement**") is dated as of the 4th day of March, 2005 and is entered into by and between **Geneva Steel LLC**, as debtor and debtor in possession ("**Seller**" or "**Geneva**") and **Summit Vineyard, LLC**, a Delaware limited liability company ("**Buyer**" or "**SV**"), collectively the "**Parties**".

RECITALS

A. Buyer is the selected bidder under a Request for Proposals – Electrical Resources (RFP 2003-A) (the "**PacifiCorp RFP**") issued by PacifiCorp, a corporation organized under the laws of Oregon ("**PacifiCorp**") for the supply of electrical capacity and energy and other services as described in PacifiCorp's Integrated Resource Plan 2003, through a natural-gas fired base load power generation facility as described in the PacifiCorp RFP (the "**Project**").

B. In connection with Buyer's development of the Project, Buyer entered into that certain Conditional Asset Purchase and Sale Agreement, dated as of June 24, 2004, as amended as of February 28, 2005, with Geneva (collectively, the "**Purchase Agreement**"), pursuant to which Geneva agreed to sell, and SV agreed to purchase, among other things, the certain real property described on Exhibit A hereto (the "**Real Property**") and certain temporary and permanent easements related to the Real Property and necessary or appropriate for utility access to the Project (the "**Utility Easements**").

C. Section 4.7.2 of the Purchase Agreement contemplates that the Parties will enter into an agreement after the close of the transactions contemplated by the Purchase Agreement pursuant to which Geneva will agree and covenant to grant to Summit additional non-exclusive utility easements for the Project across that portion of Geneva's real property described on Exhibit B (the "**Existing Utility Corridors**") and cooperate in the granting of certain other non-exclusive utility easements for the Project over certain future utility easement corridors to be established as provided herein on portions of real property described on Exhibit C being retained by Geneva (the "**Geneva's Adjacent Property**") to the extent such easements were not anticipated as of March 4, 2005 and as are reasonably necessary to meet Buyer's reasonable development, construction, operational, and access needs on and to the Real Property and/or well sites associated therewith ("**Subsequent Easements**").

AGREEMENT

NOW THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, and the Parties intending to be legally bound, Geneva and SV agree as follows:

1. In accordance with and in satisfaction of its obligations under Section 4.7.2 of the Purchase Agreement, promptly upon the written request of SV, Geneva shall transfer to SV such Subsequent Easements as SV may reasonably request from time to time; provided that (a) SV and Geneva shall

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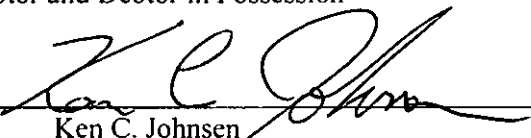
cooperate in the location of any such Subsequent Easements, and (b) such Subsequent Easements shall be located in the Existing Utility Corridors or, subject to the agreement of the parties as to the location of such utility easements, in the future utility easement corridors, as defined below, that may hereafter be established by Geneva from time to time, and (c) such Subsequent Easements shall not adversely impact Geneva's existing improvements, planned development or Seller's master plan for the Geneva's Adjacent Property, and (d), if such Subsequent Easements are not located within the Existing Utility Corridors, at the time of such grant, Seller shall be paid the fair market value of such Subsequent Easements. Notwithstanding the foregoing, this Agreement shall not affect or encumber any portion of Geneva's Adjacent Property that is located outside of the Existing Utility Corridors or that is not located in a future utility easement corridor and specifically designated as such in a master future utility plan to be established (or as modified) by Geneva from time to time after the date hereof and recorded in the official records of the Utah County Recorder. As used herein, a "future utility easement corridor" means an easement corridor on Geneva's Adjacent Property specifically designated for the installation of major utility facilities by multiple potential utility providers. In furtherance of the foregoing, Geneva shall be obligated to designate of record any such future utility easement corridors after such corridors are established or modified in Geneva's final master future utility plan as approved by potential utility providers and governmental bodies with jurisdiction. Notwithstanding the foregoing, none of the Subsequent Easements shall include easements across any of Geneva's Adjacent Property to accommodate overhead power lines.

2. SV's right to be granted Subsequent Easements shall extend for a period of thirty (30) years from the date of this instrument. SV's rights to request the Subsequent Easements and Geneva's obligations to transfer such Subsequent Easements shall run with, and be binding on, the Geneva Property and shall run with and inure to the benefit of the Real Property and on present and future owners and tenants of each, and references herein to SV, Buyer, Geneva, and Seller include such present and future owners and tenants. Any Subsequent Easements granted in accordance herewith shall also run with and be binding on and inure to the benefit of the respective properties.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Geneva shall execute and deliver (in notarized form, as appropriate) to Summit all documents, instruments, conveyances and other agreements as shall be necessary or appropriate in Summit's reasonable determination to verify, acknowledge or perform Geneva's obligations hereunder. Any legal suit, action or proceeding against either of the Parties arising out of or relating to this Agreement shall be instituted in any federal or state court in Utah, subject to the exclusive jurisdiction of the Bankruptcy Court in the Geneva's pending Bankruptcy Proceeding, and the Parties each waive any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and the Parties each hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.
4. The Memorandum of Agreement by and between the Parties dated as of August 10, 2004, recorded on August 17, 2004, as Entry No. 94601:2004, in the official records of Utah County, Utah, is hereby released of record and shall have no further effect.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first written above.

GENEVA STEEL LLC,
Debtor and Debtor in Possession

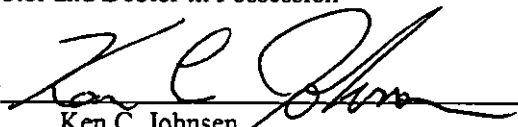
By 
Ken C. Johnsen
President and Chief Executive Officer

SUMMIT VINEYARD, LLC,
a Delaware limited liability company

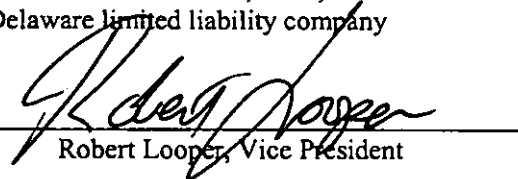
By _____
Robert Looper, Vice President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first written above.

GENEVA STEEL LLC,
Debtor and Debtor in Possession

By 
Ken C. Johnsen
President and Chief Executive Officer

SUMMIT VINEYARD, LLC,
a Delaware limited liability company

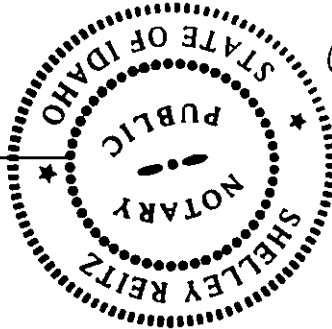
By 
Robert Looper, Vice President

STATE OF Idaho)
COUNTY OF Ada) : ss.

The foregoing instrument was acknowledged before me this 4th day of March, 2005 by Robert Cooper, the Vice President of SUMMIT VINEYARD LLC, a Delaware limited liability company.

My commission expires:

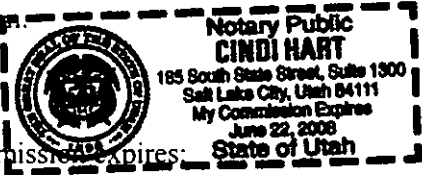
04/07/2009



Shelley Reitz
Notary Public
Residing at: Boise, ID

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of March 2005 by Ken C. Johnsen, the President and Chief Executive Officer of GENEVA STEEL LLC, as debtor and debtor in possession.



My commission expires:

6/22/08

Cindi Hart
Notary Public
Residing at: Salt Lake County, Utah

EXHIBIT A

Legal Description of Parcels

Parcel 1:

Lots 3 and 4, Plat "A," Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on September 20, 2004, as Entry No. 106983:2004 and Map Filing No. 10687.

Lots 1 and 2, Plat "B," Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005, as Entry No. 7453:2005 and Map Filing No. 10899.

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EXHIBIT B**Existing Utility Corridors Description**

The "Existing Utility Corridors" referred to in the foregoing Agreement are located in Utah County, Utah, and are more particularly described as follows:

That portion of Sections 5, 6, 7 and 8, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Beginning at the East quarter corner of said Section 6;

thence South $89^{\circ}39'02''$ West 1364.46 feet along quarter section line;

thence South 107.30 feet;

thence South $27^{\circ}30'32''$ East 2039.18 feet;

thence South $27^{\circ}22'16''$ East 1322.28 feet;

thence South $27^{\circ}44'57''$ East 1319.64 feet;

thence South $30^{\circ}20'32''$ East 1054.45 feet;

thence South $59^{\circ}55'53''$ West 100.03 feet;

thence North $30^{\circ}20'32''$ West 1056.24 feet;

thence North $27^{\circ}44'57''$ West 1322.23 feet;

thence North $27^{\circ}22'16''$ West 1322.49 feet;

thence North $27^{\circ}30'32''$ West 2098.55 feet;

thence South $89^{\circ}38'53''$ West 849.61 feet;

thence North $00^{\circ}21'07''$ West 100.03 feet to a point on quarter section line;

thence North $89^{\circ}38'53''$ East 849.14 feet along quarter section line to a point on the Westerly right of way line of 250 West Street;

thence North $27^{\circ}23'53''$ West 659.78 feet to a curve to the right having a radius of 555.96 feet, a central angle of $27^{\circ}47'07''$ and a chord that bears North $13^{\circ}30'20''$ West 266.97 feet;

thence along said curve, a distance of 269.61 feet;

thence North $00^{\circ}23'10''$ East 648.78 feet to the Southeast corner of Lot 4, Plat "A", Lake Side Power Plant Subdivision;

thence South 89°51'28" East 542.35 feet;

thence South 14°26'43" East 65.53 feet;

thence South 57°54'16" East 69.17 feet;

thence North 89°51'28" West 536.94 feet;

thence South 00°23'10" West 549.77 feet to a curve to the left having a radius of 475.26 feet, a central angle of 27°43'11" and a chord that bears South 13°28'26" East 227.70 feet;

thence along said curve, a distance of 229.93 feet;

thence South 27°25'41" East 588.61 feet;

thence North 89°39'02" East 1441.90 feet to a point on section line between said sections 5 & 6;

thence North 89°39'22" East 571.78 feet;

thence South 00°20'38" East 100.03 feet to a point on quarter section line;

thence South 89°39'22" West 571.77 feet to the POINT OF BEGINNING.

Power Line Easement Corridor

That portion of Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Commencing at the West quarter corner of said Section 5; thence North 00°44'49" West 1663.26 feet along section line to the POINT OF BEGINNING;

thence North 00°45'27" West 100.04 feet;

thence South 89°47'53" East 2009.01 feet;

thence South 59°32'20" East 198.50 feet;

thence North 89°47'53" West 2178.79 feet to the POINT OF BEGINNING.

EXHIBIT C

Geneva's Adjacent Property Description

The "Geneva Adjacent Property" referred to in the foregoing Agreement is located in Utah County, Utah, and is more particularly described as follows:

Beginning at a point on the West right-of-way line of Union Pacific Railroad, said point being also on the East-West center section line of Section 5, and from which point the quarter corner between Sections 4 and 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian, bears North 89°32'30" East 938.64 feet; Northerly along said right-of-way 1093 feet more or less; thence Westerly 50 feet along a straight line perpendicular to said railroad right-of-way; thence Northerly 85 feet parallel to said right-of-way; thence Northwesterly to a point 1251 feet East of the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 5; thence West 1251 feet to said Southwest corner of the Northwest Quarter of the Northeast Quarter; thence West 10 chains; thence North 6 2/3 chains; thence West 30 chains; thence North 13 1/3 chains more or less to the Northwest corner of said Section 5; thence West 20 chains; thence South 89°11'30" West 484.31 feet; thence South 0°26'15" West 120.00 feet; thence South 64°43' West 1030.8 feet to the Easterly line of the Denver and Rio Grande Railroad right-of-way; thence Southerly 2398 feet along said right-of-way; thence South 89°32'30" West 874.03 feet more or less to the point of intersection of the said center section line produced within the Utah Lake meander line; thence along said meander line as follows: South 4°41'50" East 959.17 feet; thence South 11°26'40" West 1755.57 feet; thence South 8°34'40" West 350.10 feet; thence South 8°52'0" East 1039.29 feet; thence South 4°45'50" West 1487.45 feet; thence South 7°18'10" East 1177.92 feet; thence South 5°13'10" East 765.50 feet to the intersection of said meander line with the East line of County Road, deed No. 5; thence South 29°19' East 25.94 feet; thence South 9°06' East 600.59 feet to the North line of said County Road; thence South 89°59'38" East 2079.00 feet along said North line of County Road; thence North 68°49' East 372.90 feet to the section line between Sections 7 and 8, above Township and Range; thence South 0°16'10" East 27.72 feet to the corner common to Sections 7, 8, 17 and 18, above Township and Range; thence North 89°20'05" East 2758.11 feet along said Section line to the East right-of-way of the Denver & Rio Grande Railroad; thence South 30°10'10" East 5269.00 feet along said East railroad right-of-way to the intersection with the West right-of-way of State Highway No. 114; thence North 0°30'40" West 2546.04 feet, more or less,

along said West right-of-way of Highway 114, which right-of-way is parallel to and 33 feet West of the center line of said highway; thence South $88^{\circ}15'38''$ West 133.31 feet to a fence corner; thence North $89^{\circ}23'38''$ West, along a fence, 99.15 feet to a fence corner; thence North $4^{\circ}18'29''$ East along a fence 43.84 feet to a fence corner; thence North $63^{\circ}02'16''$ West, along a fence 18.39 feet to a fence corner; thence North $3^{\circ}37'44''$ East along a fence 362.19 feet to a fence corner; thence North $85^{\circ}54'53''$ East along a fence line 18.18 feet to a fence corner; thence North $2^{\circ}55'15''$ West, along a fence 39.03 feet to a fence corner; thence North $89^{\circ}51'49''$ East, along a fence 65.96 feet to a fence corner; thence North $89^{\circ}31'52''$ East along a fence 106.34 feet to a fence corner; thence North $88^{\circ}41'52''$ East, 30.76 feet to the West right-of-way line of Geneva Road, Highway U-114; thence North $0^{\circ}30'40''$ West 1589.22 feet, more or less, along said West right-of-way line to the section line between Sections 8 and 17, above Township and Range; thence North $89^{\circ}20'05''$ East 103.04 feet along said Section line to the West right-of-way fence of the Union Pacific Railroad, said right-of-way fence being parallel to and 33 feet Westerly of the center line of said railroad track; thence North $7^{\circ}54'$ West 4818.37 feet, more or less, along said West railroad right-of-way; thence South $82^{\circ}30'12''$ West along a fence extended 150.2 feet, more or less, thence North $7^{\circ}57'36''$ West along the East side and East side extended of an existing sub-station building 35.24 feet; thence South $82^{\circ}13'39''$ West along the South side of a garage 108.33 feet; thence North $11^{\circ}59'48''$ West 25.69 feet to a fence; thence North $14^{\circ}56'37''$ West along a fence 283.94 feet to a fence corner; thence South $83^{\circ}36'20''$ West 29.09 feet to a fence corner; thence North $20^{\circ}34'54''$ West along a fence 280.71 feet to a fence corner; thence North $14^{\circ}56'19''$ West along fence 1448.27 feet; thence North $8^{\circ}15'56''$ West 136.96 feet to a fence; thence North $7^{\circ}27'14''$ West along a fence 69.61 feet to a fence corner; thence North $82^{\circ}14'36''$ East along a fence 53.65 feet; thence North $3^{\circ}18'46''$ West 106.60 feet; thence North $10^{\circ}55'05''$ East 92.03 feet; thence North $25^{\circ}14'35''$ East 120.70 feet; thence North $40^{\circ}54'42''$ East 377.48 feet; thence North $86^{\circ}07'56''$ East 127.62 feet, more or less; thence North $7^{\circ}54'$ West 422.18 feet, more or less, along said West railroad right-of-way to the point of beginning.

Less and excepting the right-of-way of the Denver and Rio Grande Railroad, which right-of-way is 100 feet wide with boundaries parallel to and 50 feet equidistant from the following-described centerline of said railroad right-of-way:

Beginning at the section line between Sections 8 and 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point bearing South 89°20'5" West 15.58 feet from the quarter corner between above Sections 8 and 17; thence North 30°10'10" West 4292.66 feet to the intersection with the East-West center line produced of said Section 5, from which point the quarter corner between Sections 5 and 6, above Township and Range, bears North 89°32'30" East 1635.90 feet.

LESS AND EXCEPTING that portion of the Denver and Rio Grande Railroad that is described as follows:

Part of the Southwest quarter of the Northwest quarter of Section 5 and part of the South half of the Northeast quarter of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian in the County of Utah and State of Utah, more particularly described as follows:

Beginning at a point marked by an iron pipe in the East line of said Section 6, situate North 00°51'15" West a distance of 461.98 feet from the Southeast corner of the Northeast quarter of said Section 6; thence Westerly on a curve to the left with a radius of 904.88 feet for an arc distance of 32.84 feet to an iron pipe marking end of curve, the long chord of which curve for said arc distance of 32.84 feet bears North 89°29'07" West a distance of 32.84 feet; thence South 89°28'30" West a distance of 1,265.28 feet to an iron pipe; thence North 00°31'30" West at right angles to last described course, a distance of 23.5 feet to an iron pipe set at the beginning of a curve; thence Northwesterly on a curve to the right with a radius of 971.87 feet for an arc distance of 409.63 feet to an iron pipe set in the Easterly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 409.63 feet bears North 78°27'01" West a distance of 406.61 feet; thence continuing Northwesterly on a curve to the right with a radius of 971.87 feet for an arc distance of 110.93 feet to an iron pipe set in the Westerly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 110.93 feet bears North 63°06'20" West a distance of 110.87 feet; thence continuing Northwesterly on a curve to the right with a radius of 971.87 feet for an arc distance of 192.63 feet to an iron pipe set in the Easterly line of the main line right-of-way of The Denver and Rio Grande Western Railroad Company, the long chord of which curve for said arc distance of 192.63 feet bears North 54°09'26" West a distance of 192.31 feet; thence North 27°21'30" West along the Easterly

line of the mainline right-of-way of said Railroad Company a distance of 106.09 feet to an iron pipe; thence Southeasterly on a curve to the left with a radius of 938.87 feet for an arc distance of 237.75 feet to an iron pipe set in the westerly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 237.75 feet bears South 49°40'58" East a distance of 237.11 feet; thence continuing Southeasterly on a curve to the left with a radius of 938.87 feet for an arc distance of 113.98 feet to an iron pipe set in the Easterly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 113.98 feet bears South 60°24'55" East a distance of 113.91 feet; thence continuing Southeasterly on a curve to the left with a radius of 938.87 feet for an arc distance of 436.40 feet to an iron pipe set at the end of said curve, the long chord of which curve for said arc distance of 436.40 feet bears South 77°12'33" East a distance of 432.48 feet; thence North 00°31'30" West a distance of 23.5 feet to an iron pipe; thence North 89°28'30" East at right angles to last described course a distance of 1265.28 feet to an iron pipe set at the beginning of a curve; thence Southeasterly on a curve to the right with a radius of 984.88 feet for an arc distance of 32.38 feet to a point on the East line of the Southeast quarter of the Northeast quarter of said Section 6, the long chord of which curve for said arc distance of 32.38 feet bears South 89°35'00" East a distance of 32.38 feet; thence continuing Southeasterly on a curve to the right with a radius of 984.88 feet for an arc distance of 250.67 feet to an iron pipe set at end of curve, the long chord of which curve for said arc distance of 250.67 feet bears South 81°21'00" East a distance of 250.00 feet; thence South 74°03'30" East a distance of 327.88 feet to an iron pipe set at the beginning of a curve; thence Southeasterly on a curve to the left with a radius of 904.88 feet for an arc distance of 259.79 feet to an iron pipe set in the West line of the property of Consolidated Western Steel Division of United States Steel Corporation, the long chord of which curve for said arc distance of 259.79 feet bears South 82°17'00" East a distance of 258.91 feet; thence South 00°53'31" East along the West line of the property of said Consolidated Western Steel Division of United States Steel Corporation a distance of 80.0 feet to an iron pipe; thence South 89°28'30" West a distance of 0.26 feet to a point at the beginning of a curve; thence Northeasterly on a curve to the right with a radius of 984.88 feet for an arc distance of 283.05 feet to an iron pipe set at end of curve, the long chord of which curve for said arc distance of 283.05 feet bears North 82°17'30" West a distance of 282.08 feet; thence North 74°03'30" West a distance of 327.08 feet; thence North 74°03'30" West a distance of 327.88 feet to an iron pipe set at the beginning of a curve; thence Northeasterly on a curve to the left with a radius of 904.88 feet for an arc distance of

227.22 feet to the point of beginning, the long chord of which curve for said arc distance of 227.22 feet bears North 81°15'07" West a distance of 226.62 feet.

Less and excepting that portion of 1600 North Street still dedicated for public access lying within said parcel.

Further less and excepting therefrom that portion conveyed to R. W. Investments, L.C., a Utah limited liability company, by that certain Special Warranty Deed recorded February 24, 2003 as Entry No. 27133:2003 of Official Records, and being more particularly described as follows:

Commencing at a point in the Westerly boundary of Geneva Road, Orem, Utah, said point being located North 00°03'08" West along the Section line 442.01 feet and West 53.47 feet from the East Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°35'13" West along a fence line and fence line extended 260.74 feet; thence North 03°49'36" East along a fence line 106.21 feet; thence North 15°42'57" East along a fence line 74.22 feet; thence South 89°23'38" East along a fence line 99.15 feet; thence North 89°53'00" East along a fence line 133.29 feet; thence South 00°21'48" East along said Geneva Road 174.15 feet to the point of beginning.

LESS AND EXCEPTING the Parcels conveyed to Summit Vineyard, LLC, and located as follows:

That portion of Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Lots 3 and 4, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lots 1 and 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.