

Tooele City, Utah

February 4, 2014

The Board of County Commissioners of Tooele County, Utah (the "Board"), met in regular session at its regular meeting place in Tooele, Utah on February 4, 2014, at 3:00 p.m., with the following members of the Board present:

J. Bruce Clegg	Chair
Jerry Hurst	Commissioner
Shaun Milne	Commissioner

Also present:

Marilyn K. Gillette	County Clerk
Michael Jensen	County Auditor
Doug Hogan	County Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this February 4, 2014 meeting was presented to the Board, a copy of which is attached hereto as Exhibit A.

The following Resolution was then introduced in written form, was fully discussed, and adopted by the following vote:

YEA: *Commissioners Milne, Hurst, Clegg*

NAY:

This Resolution was then signed by the Chairman in open meeting and recorded by the County Clerk. The Resolution is as follows:

RESOLUTION NO. 2014-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TOOELE COUNTY, UTAH (THE "ISSUER") AUTHORIZING THE EXECUTION BY THE ISSUER OF A SECOND AMENDMENT TO INDENTURE OF TRUST AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, Tooele County (the "Issuer") and Wells Fargo Bank, National Association (the "Trustee") entered into an Indenture of Trust dated as of December 1, 2010 (the "Indenture") pursuant to which the Issuer issued its Facility Revenue Bonds (Stansbury Crossing Project), Series 2010A (Tax-Exempt Recovery Zone Facility) and its Facility Revenue Bonds (Stansbury Crossing Project), Series 2010B (collectively, the "Bonds"), the proceeds of which were loaned to Stansbury Crossing L.L.C. (the "Company") to finance the acquisition and development of certain real property located in Tooele County, Utah (the "Project"); and

WHEREAS, the Indenture requires, among other things, that there be a mandatory tender of the Bonds on the Initial Bank Purchase Date, which is defined in the Indenture as December 31, 2012; and

WHEREAS, the Issuer and the Trustee have previously entered into a First Amendment to Indenture of Trust dated as of January 23, 2013 (the "First Amendment") to exercise the option to extend the mandatory tender date for the Bonds to December 30, 2013; and

WHEREAS, the Issuer and the Trustee desire to enter into a Second Amendment to Indenture of Trust dated as of January 31, 2014 (the "Second Amendment") to extend the mandatory tender date for the Bonds, in substantially final form as attached hereto as Exhibit B; and

WHEREAS, the Board of County Commissioners of the Issuer (the "Board") deems it necessary and advisable to authorize the execution and delivery of the Second Amendment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TOOELE COUNTY, UTAH AS FOLLOWS:

Section 1. Words used in the foregoing recitals shall have the same meanings when used in the body of this resolution.

Section 2. The Issuer is authorized and directed to execute and deliver, the Second Amendment, in substantially the same form presented to the Board at the meeting at which this resolution was adopted.

Section 3. The Second Amendment, in substantially the form presented to the Board at this meeting, with such changes as are authorized by Section 4 hereof, is hereby approved in all respects, and the Chairman (including any acting chair) is hereby authorized to execute the same on behalf of the Issuer and the County Clerk is authorized to affix the seal of the Issuer thereto and the acts of the Chairman and County Clerk in so doing are and shall be the act and deed of the Issuer. The Chairman, County Clerk and all other proper officers and employees of the Issuer are hereby authorized and directed to take all steps on behalf of the Issuer to perform and discharge the obligations of the Issuer under said instrument.

Section 4. The Chairman is hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes or additions in the Second Amendment herein authorized which may be necessary to reflect final financial terms of the Bonds, correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the agreement of the issuer and the Trustee, to the provisions of this resolution, or any other resolution adopted by the Issuer, or the provisions of the laws of the State of Utah or the United States as long as the rights of the Issuer are not materially adversely affected thereby.

Section 5. It is hereby declared that all parts of this resolution are severable and that if any section, paragraph, clause or provision of this resolution shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this resolution.

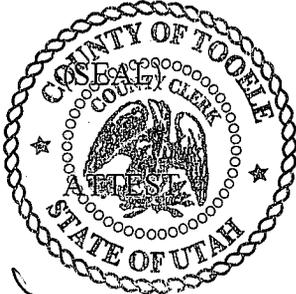
Section 6. The Chairman, County Clerk and other officers of the Issuer are hereby authorized to execute all documents and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution and the execution or taking of such action shall be conclusive evidence of such necessity or advisability. Any action authorized by this Resolution to be taken by the Chairman may be taken by any duly authorized acting chair in the absence of the Chairman.

Section 7. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 8. This Resolution shall take effect immediately upon its approval and adoption.

PASSED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF TOOELE COUNTY, UTAH THIS FEBRUARY 4, 2014.

  
Chairman



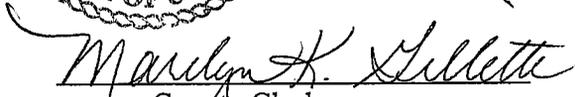
  
County Clerk



EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Marilyn K. Gillette, the undersigned County Clerk of Tooele County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the February 4, 2014 public meeting held by the Board of County Commissioners (the "Board") as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County's principal offices on Jan 28, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a Notice, in the form attached hereto as Schedule 1, to be delivered to the Tooele Transcript Bulletin on Jan 28, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

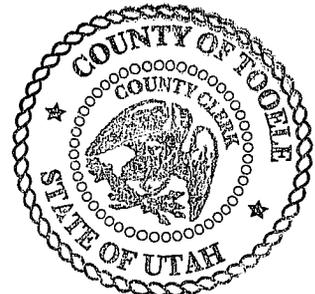
In addition, the 2013 Notice of Annual Meeting Schedule for the Board, in the form attached hereto as Schedule 2, was given specifying the date, time and place of the regular meetings of said Board to be held during the year, by causing said Notice to be (i) posted in Tooele County at the principal office of the Board, (ii) provided to at least one newspaper of general circulation within the County in Tooele, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 4, 2014.

By: Marilyn K. Gillette  
County Clerk

(SEAL)

ATTACHMENTS  
SCHEDULE 1—Notice of Meeting  
SCHEDULE 2—Annual Meeting Schedule



# TOOELE COUNTY CLERK

## TOOELE COUNTY BUILDING

MARILYN K. GILLETTE

Tooele County Clerk

47 South Main Street

Tooele, Utah 84074-2194  
(435)843-3140/Fax: (435)882-7317  
[www.co.Tooele.ut.us/Clerk.htm](http://www.co.Tooele.ut.us/Clerk.htm)

DEBBIE SMART

Chief Deputy Clerk

## PUBLIC NOTICE OF MEETING AND AGENDA Tooele County Commission

NOTICE IS HEREBY GIVEN THAT THE TOOELE COUNTY COMMISSION WILL HOLD A REGULAR SCHEDULED MEETING ON TUESDAY, FEBRUARY 04, 2014 AT 7:00 PM, IN ROOM 321, TOOELE COUNTY BUILDING, 47 SOUTH MAIN STREET, TOOELE, UTAH.

THE AGENDA ITEMS FOR THIS MEETING ARE AS FOLLOWS:

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. MINUTES
4. CONSENT AGENDA
5. COUNTY ADDRESS (PRESENTERS - COMMISSIONERS)
6. RESOLUTION 2014-02 - A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TOOELE COUNTY, UTAH (THE "ISSUER") AUTHORIZING THE EXECUTION BY THE ISSUER OF A SECOND AMENDMENT TO INDENTURE OF TRUST AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS (PRESENTER - DOUG HOGAN, ATTORNEY)  
COMMISSIONERS
7. MEMORANDUM OF UNDERSTANDING BETWEEN TOOELE COUNTY AND VALLEY MENTAL HEALTH, INC. - TRANSITIONAL HOUSING (PRESENTER - VALLEY MENTAL HEALTH) COMMISSIONER MILNE
8. STANDARD COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY EXTENSION EDUCATIONAL WORK - 2014 (PRESENTER - LINDEN GREENHALGH, EXTENSION AGENT) COMMISSIONER HURST
9. PEPG CONSULTING PRICING FOR SOUTH MOUNTAIN ROAD (PRESENTER - ROD THOMPSON, ROAD DEPT.) COMMISSIONER HURST
10. AWARD BID FOR SOUTH MOUNTAIN ROAD (PRESENTER - ROD THOMPSON, ROAD DEPT.) COMMISSIONER HURST
11. PURCHASE USED MOTOR GRADER - ROADS (PRESENTER - ROD THOMPSON, ROAD DEPT.) COMMISSIONER HURST
12. CONTRACT REVIEW
  - A) 06-02-13- RECIPROCAL AGREEMENT BETWEEN NORTH TOOELE COUNTY FIRE DISTRICT AND WENDOVER AIRPORT FIRE DEPARTMENT
  - B) 06-12-05- MEMORANDUM OF UNDERSTANDING BETWEEN TOOELE

# TOOELE COUNTY CLERK

## TOOELE COUNTY COURTHOUSE

MARILYN K. GILLETTE  
Tooele County Clerk

47 South Main Street, Suite #318  
Tooele, Utah 84074-2194  
(435)843-3140/Fax (435)882-7317  
[www.co.Tooele.ut.us/Clerk.htm](http://www.co.Tooele.ut.us/Clerk.htm)

DEBBIE SMART  
Chief Deputy Clerk

## NOTICE OF ANNUAL MEETING

### TO THE PUBLIC AND RESIDENTS OF TOOELE COUNTY

The Public is hereby given Notice that the Tooele County Board of Commissioners conducts its regular board of County Commissioners meeting on the first and third Tuesday at 7:00 P.M. of each month at the Tooele County Building, Room 321, 47 South Main Street, Tooele, Utah, unless the location is specifically changed as stated on the agenda. If the meeting date is a legal holiday, then the regularly scheduled meeting will not be held.

DATED THIS 15<sup>th</sup> DAY OF January, 2014

MARILYN K. GILLETTE  
Tooele County Clerk

EXHIBIT B

FORM OF SECOND AMENDMENT TO INDENTURE OF TRUST

**SECOND AMENDMENT TO  
INDENTURE OF TRUST**

THIS SECOND AMENDMENT TO INDENTURE OF TRUST (this "**Amendment**") is entered into as of January 27, 2014, by and between TOOELE COUNTY, UTAH (the "**Issuer**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee, and its successors and assignees in trust (the "**Trustee**").

**RECITALS**

- A. The Issuer and the Trustee entered into that certain Indenture of Trust, dated as of December 1, 2010, as amended by that certain First Amendment to Indenture of Trust, dated as of January 23, 2013 (the "**First Amendment**") (as so amended, the "**Indenture**"), pursuant to which the Issuer issued certain bonds, the proceeds of which were loaned to Stansbury Crossing L.L.C. (the "**Company**") to finance the acquisition and development of certain real property located in Tooele County, Utah (the "**Project**"). All capitalized terms used and not otherwise defined herein shall have the meanings given them in the Indenture.
- B. The Indenture requires, among other things, that there be a mandatory tender of the Bonds on the Initial Bank Purchase Date, which is defined (as such definition is amended by the First Amendment) as December 30, 2013 for both the Series 2010A Bonds and the Series 2010B Bonds.
- C. The Company has requested that the Initial Bank Purchase Date with respect to both the Series 2010A Bonds and the Series 2010B Bonds be extended to June 15, 2015.
- D. The Issuer and the Trustee desire to enter into this Amendment to extend the Initial Bank Purchase Date with respect to both the Series 2010A Bonds and the Series 2010B Bonds.

NOW, THEREFORE, the Issuer and the Trustee hereby agree as follows:

- 1. **CONDITIONS PRECEDENT.** The effectiveness of this Amendment is subject to the satisfaction of all conditions precedent set forth in that certain Fourth Modification Agreement to Continuing Covenant Agreement of even date herewith, by and between Wells Fargo Bank, National Association, and the Company.
- 2. **EXTENSION.** The definition of "Initial Bank Purchase Date" set forth in Section 1.01 of the Indenture is hereby deleted in its entirety and the following substituted therefor:

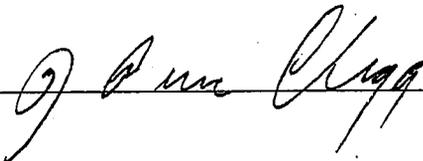
"Initial Bank Purchase Date" means:

- (a) June 15, 2015, with respect to the Series 2010A Bonds, and
- (b) June 15, 2015, with respect to the Series 2010B Bonds.

3. **NON-IMPAIRMENT**. Except as expressly provided herein, nothing in this Agreement shall alter or affect any provision, condition, or covenant contained in the Indenture or affect or impair any rights, powers, or remedies of the parties thereto, it being the intent of the parties hereto that the provisions of the Indenture shall continue in full force and effect except as expressly modified hereby.
  
4. **EXECUTION IN COUNTERPARTS**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

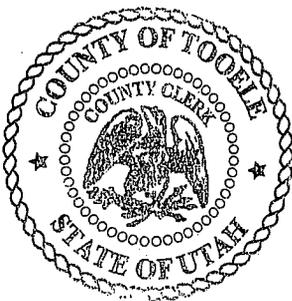
IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first set forth above.

TOOELE COUNTY, UTAH

By:   
 Chair

ATTEST:

  
 County Clerk



WELLS FARGO BANK, NATIONAL ASSOCIATION,  
 as Trustee

By: \_\_\_\_\_  
 Name:  
 Title: