WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

INITIAL MEETING
May 27, 2025 at 1:30-2:00 p.m.
MEETING LOCATION: 1148 W. Legacy Crossing Blvd, Suite 350,
Centerville, UT 84014

This meeting is open to the public and may be joined using the following information:

LINK: **Join the meeting now**
MEETING ID: 257 489 652 216 8
PASSCODE: LX2Ls68z

Trustees	Terms
Jeremy Ricks	Term from January 31, 2025 to 6 years from appointment
Christopher Durkin	Term from January 31, 2025 to 4 years from appointment
Susan J. Cofano	Term from January 31, 2025 to 6 years from appointment
Vacant	Term from January 31, 2025 to 4 years from appointment
Vacant	Term from January 31, 2025 to 6 years from appointment

NOTICE OF INITIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
    a. Election of District Chair
    b. Election of District Treasurer/Vice Chair
    c. Election of District Clerk/Secretary
    d. Election of Recording Secretary
    e. Consider Approval of Agenda
3. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items
    a. Engagement Letters
        i. Approval of Engagement Letter with Fier Law Group for Legal Services
        ii. Approval of Special Bond Fee Disclosure Letter with Fier Law Group

iii. Approval of Engagement Letter with Pinnacle Consulting Group, Inc. for District Management & Administration and Accounting Services

iv. Approval of Proposal for Engineering Services with The Connextion Group, LLC

1. Approval of Independent Contractor Agreement with The Connextion Group

v. Approval of Engagement Letter with D.A. Davidson & Co. as Underwriter

vi. Approval of Engagement Letter with Gilmore & Bell, PC as Bond Counsel

b. Resolutions

i. Adoption of Resolution Adopting a Conflicts of Interest Policy

ii. Adoption of Resolution Adopting Rules of Order and Procedure

iii. Adoption of a Resolution Adopting Written Procedures Governing Electronic Meetings

iv. Adoption of a Resolution Adopting a Public Records Policy

v. Adoption of Annual Administrative Resolution (2025)

vi. ADOPTION OF A RESOLUTION OF THE BOARD OF TRUSTEES ESTABLISHING THE TERMS AND CONDITIONS OF AN ASSESSMENT ORDINANCE FOR WILDWOOD RESERVE ASSESSMENT AREA (THE "ASSESSMENT AREA"), AUTHORIZING THE EXECUTION OF A DESIGNATION RESOLUTION AND AN ASSESSMENT ORDINANCE FOR THE ASSESSMENT AREA; APPROVING THE APPRAISAL FOR THE ASSESSMENT AREA; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

c. Approval of Written Certification to State Auditor

d. Tentative Budgets

i. Adoption of Tentative Operating and Capital Budget for 2025 and Set Public Hearing Date to take Public Comment on Same

e. Authorize Trustees to obtain public surety bonds, as required, through the Utah Local Governments Trust in the amount of $5,000 for the District Treasurer and $1,000 each for the District Chair and District Clerk

5. Administrative Non-Action Items

   a. Board Training – Open and Public Meetings Act
   b. Training required by state auditor for New Board Members: https://training.auditor.utah.gov

6. Adjourn

AJ Green
Managing Partner

aj@fierlawgroup.com

Fier Law Group, LLC
1148 W. Legacy Crossing Blvd, Suite 350
Centerville, Utah 84014
United States

fierlawgroup.com

December 18, 2024

VIA EMAIL

Wildwood Reserve Infrastructure Financing District
3140 De la Cruz Boulevard, Suite 200
Santa Clara, CA 95054
Attention: Jeremy Ricks
Email: jeremy@inspirebuild.net

*Re: Engagement of Fier Law Group for Legal Services as District Counsel for the Wildwood Reserve Infrastructure Financing District (the "**District**") in relation to District creation and compliance throughout the life of the District*

Dear Jeremy:

Thank you for selecting Fier Law Group, LLC ("**the Firm**" or "**we**" or "**us**") to serve as legal counsel for the District. We appreciate your confidence. The purpose of this engagement letter (the "**Agreement**") is to outline the nature of the engagement and the Firm's respective responsibilities and expectations under this Agreement.

Scope of Representation

You have engaged the Firm to advise and represent the Wildwood Reserve Infrastructure Financing District (the "**District**" or "**you**"). The scope of this engagement is limited to providing legal support and services that consist of the following: (i) performing the necessary work to assist to set up and form/create the District with Wasatch County and the State of Utah, and (ii) conducting the work required to keep the District in compliance with applicable laws and regulations throughout the life of the District, including ensuring annual audits are correctly performed (the "**Services**"). The Services may be expanded upon written mutual agreement between you and the Firm in the event you have a need for the Firm to review other legal documents or agreements. It does not include any other actual or potential litigation, appeals, arrangements, or transactions that may arise outside of the Services outlined above.

The Services will be performed by the Firm's attorneys, employees or independent contractors of the Firm and the fee below is based on the Firm representing the District for the Services described above. The Firm's representation may be expanded if the parties separately agree in writing to do so. After this engagement is concluded, the Firm has no further obligation to advise you. As such, if there are any later legal developments that may impact your future rights and liabilities, including changes in the applicable laws or regulations, you will have to engage us separately to advise on such developments.

Fier Law Group is a legal practice providing client services. Please see fierlawgroup.com for Legal Notices.

No Assurance of Results

The outcome of any legal matter is subject to inherent risks, factors and uncertainties beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of any legal matter.

Fees

In accordance with our ethical obligations and with the goal of establishing a positive working relationship, this Agreement confirms the scope of our representation and advises you of our fee structure and billing procedures. We have agreed that the fee for the Services to create and establish the District will be a total of $7,500.00 payable as follows: $3,750 shall be paid upon execution of this Agreement as a retainer fee and the remaining $3,750 shall be due and payable in full at the time that District creation is complete and the bonds to fund the District are issued. The initial $3,750 payment may be paid by Jeremy Ricks or one of his associated companies as such payment will be made prior to the completion of the District's creation, but it is anticipated that amount shall be reimbursed when the bonds fund. Following the establishment of the District, Fier Law Group will continue to serve as District Counsel in exchange for payment at either its attorney and staff hourly rates or at a flat rate determined by the mutual agreement of Fier Law Group and the District based on the anticipated work. It is expressly understood that this fee is based upon the scope of engagement as defined above. Any expansion of the scope of Services shall be the subject of a supplementary or separate engagement letter, which defines the scope of such additional services to be performed and the fees to be paid for such additional services.

Expenses

In the course of providing Services to you, we may incur expenses for Services including filing documents with various governmental authorities, printing, photocopying, and other expenses for which we will be reimbursed but any such reimbursable expenses must be approved by you prior to such expenditures.

Billing

We will bill you in accordance with the payment schedule set forth above, which invoices will be due upon receipt. A finance charge of twelve percent (12%) per annum will accrue on any amount not paid within thirty (30) days after the date of invoice.

Waiver

Conflicting matters may arise that require your consent. If such a matter arises, you will consider in good faith consenting to the conflict and you are favorably inclined to provide such consent absent unusual circumstances.

Termination of the Representation

Upon written notice to the Firm, you shall have the right at any time to terminate our Services and representation under this Agreement. Such termination, however, shall not relieve you of the obligation to pay all outstanding balances plus all out-of-pocket expenses that we paid on your behalf.

We have the right to terminate this engagement for good cause, subject to an obligation to give you reasonable notice to permit you to obtain alternative representation and subject to applicable ethical provisions. Good cause means (a) your failure to honor the material terms of the engagement or (b) circumstances where our continued representation would be unlawful or unethical. We will provide reasonable assistance in effecting a transfer of responsibilities to new counsel.

Client Documents

During the engagement, we will maintain all documents relevant to this representation. At the conclusion of this engagement, we will retain your original documents for a period of five (5) years unless you request that they be returned to you. If you have not requested possession of the file or any of its contents at the end of five (5) years, the file will be destroyed in accordance with our record retention program.

Representation of Entities

The Firm will respond to the instructions of the District Board or other persons designated by you or whom the Firm believes to be the duly authorized representatives of the District. The Firm has no independent obligation to verify such authority.

Communication

It is important for us to maintain open communication with each other throughout the engagement. We will regularly keep you informed of the status of the matter and will promptly notify you of any major case developments. We will consult with you whenever appropriate. You agree to communicate with and provide us with complete and accurate information as needed to further the case. You will timely notify us of any changes in the structure of your organization, changes to the personal information or residence of any individuals related to this matter, or any extended periods of time when you will be unavailable.

Unless you specifically direct us otherwise, we may use mobile phones, email, and facsimile machines in the course of this engagement. Our email and facsimile transmissions may not be encrypted so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of mobile phones may place confidential or privileged information at risk. By signing below, you consent to our use of these forms of communication.

Cooperation

You will assist and cooperate fully with us with respect to this engagement. In connection with this engagement, you will be available to discuss issues as they arise, comment on, and approve draft documents we prepare, and attend and participate in meetings, preparation sessions, court proceedings, and other activities. You also agree to be truthful and to fully and accurately disclose to us all facts that may be relevant to the matter or that we otherwise may request. You will timely provide any new information that you receive about the matter so that we can represent you effectively.

Standards of Professionalism and Civility

Utah has adopted Standards of Professionalism and Civility that govern the conduct of lawyers. The Firm adheres to such standards.

Agency Designation

You hereby designate Jeremy Ricks as agent(s) of your company with whom we can communicate regarding this representation.

Privacy

While providing legal services to you, we may receive nonpublic personal information about you. All such information will be held in strict confidence and will not be disseminated to any person or entity outside the Firm without your consent unless such disclosure is required under the applicable law. We may store some or all of your files on a variety of platforms, including third-party cloud-based servers. Although we take every precaution to make sure these servers are encrypted and secure, there still is a risk that your confidential or privileged information may be disclosed. By signing below, you consent to our use of such storage services.

Attorney-Client Privilege

Generally, information we receive from you is subject to the attorney-client privilege. However, we may be under an independent ethical duty to reveal privileged information if (a) it involves the commission of illegal or fraudulent acts that are committed during this engagement, (b) it involves the intent to commit a crime, or (c) we are required to disclose the information by law or court order.

fierlawgroup.com

Governing Law and Venue

This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Utah, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Utah.

If a dispute arises between us, unless you are entitled to and elect to arbitrate your claims, all such matters shall be resolved by a court. You agree that the state or federal courts of Utah located in Salt Lake County shall be the exclusive forums for litigation concerning this Agreement or any aspect of our engagement. You consent to personal jurisdiction in such courts as well as service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Utah law.

Entire Agreement

This Agreement constitutes the sole and entire agreement between us with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in this Agreement, the statements in this Agreement shall control.

Please review this Agreement carefully and let me know if you have any questions or concerns. If you agree to the terms of this Agreement, please sign it and return it to our attention. You may retain the enclosed copy for your files.

We appreciate the chance to be of service and look forward to working with you.

ACCEPTED and AGREED to: **Wildwood Reserve Infrastructure Financing District**	Very Truly Yours, **Fier Law Group, LLC**
By:________________________ Jeremy Ricks, Trustee/Contact Sponsor	By:___________________________ A.J. Green, Managing Partner
Date:________________________	Date:_________________________

FIER LAW GROUP

Zach Harding
Partner

zach@fierlawgroup.com

Fier Law Group, LLC
1148 W. Legacy Crossing Blvd, Suite 350
Centerville, Utah 84014
United States

fierlawgroup.com

May 27, 2025

Wildwood Reserve Infrastructure Financing District
c/o Pinnacle Consulting Group, Inc.
1148 W. Legacy Crossing Blvd., Suite 350
Centerville, UT 84014

Re: Special Disclosure of Costs for Legal Services in Connection with Bonds

Dear Board of Trustees:

Fier Law Group, LLC, a Utah limited liability company (the "Firm"), currently serves as district general counsel to Wildwood Reserve Infrastructure Financing District (the "District") pursuant to an engagement letter dated December 18, 2024, that defines the initial scope of the Firm's engagement for general counsel legal services (the "Engagement"). The Engagement states that our fee for our services for the creation and establishment of the District will be $7,500, to be paid as follows: (i) $3,750 upon execution of the engagement letter, which has already been paid; (ii) $3,750 upon bond issuance; and (iii) in accordance with the Firm's attorney and staff hourly rates or at a flat rate determined by the mutual agreement of the Firm and the District based on the anticipated work following the establishment of the District. Due to the scope of the Firm's services broadening from that which was originally anticipated and as directed by DA Davidson's representatives, the fee for the Firm's services leading up to bond issuance will be $40,000 total, with $3,750 of that amount already having been paid as stated above. Therefore, upon bond issuance, the District will pay the remaining $36,250 to the Firm.

The purpose of this letter is to confirm the terms of a special fee arrangement regarding the Firm's work in connection with the expected issuance by the District of its Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds") (the Series 2025 Bonds are referred to collectively as the "Bonds" and/or the "Transaction"). This letter is also intended to describe the roles of the Firm and various other professionals expected to be involved in the Transaction. Due to the nature of this type of Transaction, fees for all professionals are usually paid at closing; however, our Engagement provides for an up-front payment, followed, typically, by reimbursement to the District for our fees from closing proceeds. This letter discloses a special billing arrangement for our fees to provide a measure of certainty to the District regarding the costs of the Transaction. Other than as specifically noted herein, this letter is not intended to alter any of the provisions of the Engagement.

The effort to close the Transaction may involve the work of several professionals outside the Firm including: (i) an investment banker (the "Underwriter") who will be engaged by the District to structure and then market the Transaction; (ii) a bond lawyer who will be engaged by the District to assist with structuring the Transaction and issue various opinions necessary to close the Transaction, including a tax exempt opinion ("Bond Counsel"); and (iii) disclosure counsel who will be engaged by the District to prepare the necessary documents to describe the Transaction and disclose the potential risks thereof to purchasers ("Disclosure Counsel"). Please note that it is also our recommendation that the District engage an independent municipal advisor to provide advice with respect to the Transaction, specifically including advice regarding structure, timing, financial terms, and other similar matters.

These professional firms are generally referred to herein as the “Professionals.” Our role as District general counsel will be to participate with the Professionals in documenting the Transaction as to which we will render a general counsel opinion to various parties regarding the status of the District and other matters surrounding the Transaction. Please note that we do not practice municipal securities law or municipal tax law. Accordingly, we will not be drafting or opining on the validity or enforceability of any capital pledge or similar agreement of the District in connection with the Transaction, we will not be negotiating the terms of any such agreement on behalf of any of the District, and we recommend that the District engage separate counsel to represent them in the negotiation of the terms of such agreements.

All of the Professionals will be paid out of proceeds of the Transaction on terms set forth in their individual engagements, which means they are paid by the District. Their duties to the District will be set forth in their individual engagement agreements and will run directly to the District and not to the Firm. The Underwriter may choose to engage its own counsel whose duties will run to the Underwriter only, but whose fees are generally paid by the District as a cost of the Transaction at closing.

In connection with these Professional engagements, it is important to understand that the Firm’s role in the Transaction is limited to matters specifically set forth in our legal opinion (the “Opinion”). If the risk or structure of the Transaction changes materially from what we anticipate at this time, resulting in changes to our Opinion which may increase the scope of our services or risk, we will advise the District and it may be necessary for us to increase our fees (as set forth below) for these services.

It is also important for the District to understand, and agree, that the Firm is not engaged to oversee the efforts, work product, advice or opinions of the other Professionals. We will perform the work necessary to render our Opinion and will be sufficiently involved in the Transaction to keep the Board of Trustees apprised of the status of the efforts of the other Professionals. We read their work to assure our familiarity with their documents, but we do not review their work for completeness or accuracy. They are engaged because their services fall outside the scope of our expertise. Accordingly, by proceeding with the Transaction, the District acknowledges that it will rely solely on such Professionals as to the advice they render to the District and the content of their written materials, and the District further acknowledges that the Firm is not the guarantor of their work. Should the District have any questions or concerns regarding the work of other Professionals, those questions should be directed to us so we can make sure they are addressed by the correct party.

As compensation for the Firm’s services as district general counsel in connection with the approval, issuance and closing of the Transaction, the District shall pay the Firm a fee of $40,000 as set forth above for the Transaction from closing proceeds. The purpose of the fee is to compensate us for our time and expertise in connection with attempting to achieve a closing of the Transaction, and for risks we incur in connection with the issuance of our Opinion. Accordingly, we will NOT include time and materials billings to the District as part of our routine monthly general counsel invoices; rather, a “Bond Transaction Legal Services Invoice” will be provided to the District at or near the closing of the Transaction and shall be due at the time of closing. If the anticipated structure of the Bonds change significantly, we may propose an increase in the fee if warranted by the change, and the above-proposed fee is nonbinding with respect to an issuance of the Bonds in accordance with a structure varying materially from the structure described above. In addition to the above-referenced fee, there shall be due and payable on a monthly basis all out of pocket expenses incurred or paid by the Firm on behalf of the District in connection with the Transaction. Please note that if the District directs that work on the Transaction cease prior to closing, or in the event the Transaction does not close for any reason within ninety (90) days of the date of this letter, we may opt to provide a standard invoice to you for time and expenses incurred, which will be due in accordance with our standard Engagement, in lieu of the Bond Transaction Legal Services Invoice referenced above.

We appreciate the opportunity to continue to provide legal services to the District. Should you have any questions regarding this matter, please do not hesitate to call us.

Best Regards,

FIER LAW GROUP, LLC

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT ACKNOWLEDGMENT

By:____________________________________

Name: Jeremy Ricks

Title: Chair

Date:___________________

AGREEMENT WITH RESPECT TO
SPECIAL DISTRICT PROFESSIONAL SERVICES

This Agreement, to be effective the 23rd day of May 2025 by and between, Wildwood Reserve Infrastructure Financing District, a quasi-municipal corporation and political subdivision of the State of Utah hereinafter referred to as "District", and Pinnacle Consulting Group, Inc., a Colorado corporation, hereinafter referred to as "Consultant". Witnesseth that, collectively District and Consultant are referred to as the “Parties” or individually as a “Party”.

WHEREAS, the District was created pursuant to the laws of the State of Utah in order to provide special district services including management and administration, finance and accounting, operations and maintenance of certain public facilities and improvements; and

WHEREAS, pursuant to U.C.A § 17B-1-301(2), the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure special district professional services which Consultant has experience in providing as required by the District and as further described in Exhibit A (Scope of Services) attached hereto, for purposes of services related to management and administration, finance and accounting, operations and maintenance of certain public facilities and improvements; and

WHEREAS, the District desires to engage Consultant for the purpose of providing professional services as needed by Wildwood Reserve Infrastructure Financing District located in Wasatch County, Utah.

Now, therefore, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows:

1. SCOPE OF SERVICES:

Consultant agrees to provide District with the specific professional services in part or in total set forth in Exhibit A (Scope of Services) attached hereto and incorporated herein by this reference. Consultant and District acknowledge the Scope of Services may be modified annually, as provided by Consultant and identified in the District annual budget. The District annual budget and Scope of Services will be reviewed and approved by the District Board.

2. SERVICES BY DISTRICT:

The District Board and other District consultants and representatives will be available on a reasonable basis for reviews and meetings, final review and approval, and such other contact as may be required to carry out Consultant's obligations hereunder. At District’s expense, District will provide such documents and payment of expenses as are reasonably necessary for Consultant to carry out the duties hereunder. The obligations of District in this regard shall include, without limitation, the following: the provision of complete descriptions of the District, including the Service Plan and maps; the provision of information regarding District policies and procedures, and the provision of engineering, legal, accounting, and other professional services as may reasonably be required to carry out Consultant's duties.

3. COMPENSATION:

A. District shall pay Consultant for Services as set forth in Exhibit A (Scope of Services). The estimated fee for Services may renewed for successive terms under which the compensation will be determined prior to the beginning of each annual term by written acceptance of Exhibit A or approval of the annual District budget by the District Board.

© 2006-2025 Pinnacle Consulting Group, Inc

B. Special projects and additional services not included in Exhibit A (Scope of Services) will result in additional costs to the District. Consultant will provide an estimate of costs associated with special projects and additional services. Consultant will acquire verbal or written approval of estimated costs from the District Board prior to commencement of special projects and additional services.

C. District shall pay Consultant for special project and additional services on an hourly basis at the rates set forth in Exhibit B (Compensation for Services).

D. Consultant shall maintain an accounting of time associated with Services for the District. Consultant shall use said accounting to submit a monthly invoice by the 10th of each month to the District describing the Services rendered. Detailed accounting will be provided to the District by Consultant upon specific request. Upon receipt of the invoice by District, it shall be paid within thirty (30) days.

E. Reimbursable Expenses are in addition to compensation for Consultant's services and include expenses incurred by the Consultant and its employees and consultants in the interest of the District, as identified in Exhibit B (Compensation for Services).

4. <u>CHANGES IN SCOPE OF SERVICES</u>:

The Parties may mutually determine that changes in the Services for the District are necessary. Such changes shall be mutually agreed upon by the Parties and shall be incorporated in written Addendums to this Agreement, if in addition to the Scope of Services attached to this Agreement.

5. <u>CONSULTANT CONTACT</u>:

District will designate the individual members of the District Board and staff with whom Consultant shall directly consult with respect to the Services to be provided hereunder.

6. <u>TERM</u>:

The term of this Agreement shall commence on the effective of this Agreement and may terminate upon thirty (30) days written notice by either Party. In the event of such notice of termination, Consultant shall continue its duties to the date of termination and shall be paid for services rendered to the effective date of termination by the District. Consultant shall be entitled to receive compensation for all unpaid services within thirty (30) days of the date of termination.

7. <u>INDEMNIFICATION</u>:

A. Consultant, to the extent permitted by law, shall defend, indemnify, assume all responsibility for and hold harmless the District and its directors, officers, employees, and agents, from all claims or suits for any damages to property or injury to persons, and for the costs of litigation and reasonable attorney fees of all such parties and persons that may arise out of any actions undertaken by Consultant pursuant to this Agreement; provided, however, that the provisions of this section shall not apply to loss, damage or claims attributable solely to the intentional acts or omissions of the District.

B. District, to the extent permitted by law, shall defend, indemnify, assume all responsibility for and hold harmless Consultant and its directors, officers, employees, and agents, from all claims or suits for any damages to property or injury to persons, and for the costs of litigation and reasonable attorney fees of all such parties and persons that may arise out of any actions undertaken by the District pursuant to this Agreement; provided, however, that the provisions of this section shall not apply to loss, damage or claims attributable solely to the intentional acts or omissions of Consultant.

8. <u>INSURANCE</u>:

A. Consultant shall carry, provide and maintain, in full force and effect at all times during the term of this Agreement, at its sole costs and expense, any and all insurance coverage required for all of its employees,

© 2006-2025 Pinnacle Consulting Group, Inc

including worker's compensation insurance, commercial general liability insurance of not less than $1,000,000.00, errors and omission liability insurance, and automobile insurance in conjunction with the performance of its obligations under the terms of this Agreement.

B. Either Party shall, upon request, provide the other Party with certificates of insurance evidencing the policies listed above at any time during the term of this Agreement. Such policies shall include a provision requiring a minimum of thirty (30) days written notice to the District or Consultant of any change or cancellation.

9. OWNERSHIP OF WORK PRODUCT:

The originals of all District specific documents, other materials or information relating to the District that are produced, shall be delivered and become the property of the District; however, Consultant may retain copies of any such documents. In addition, all documentation provided by the District or specific documents created by Consultant for the District is strictly confidential, subject to applicable open records laws.

10. QUALITY OF WORK:

The Services performed by Consultant shall be done in a competent, timely and workmanlike manner in accordance with generally accepted practices.

11. INDEPENDENT CONTRACTOR:

Consultant is and shall be considered an independent contractor under this Agreement and shall not be considered as an employee or agent of District for any purpose.

12. ASSIGNMENT:

It is understood that the District enters into this Agreement based on the knowledge, experience, and special abilities of Consultant. Accordingly, Consultant shall not assign any responsibilities or delegate any duties of Consultant without the prior written consent of the District. This shall not prevent Consultant from hiring such staff to assist in the performance of any duties that may be determined appropriate.

13. NOTICES:

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage, and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties.

If to District:
Wildwood Reserve Infrastructure Financing District
c/o Fier Law Group
Attn: Zach Harding
1148 W. Legacy Crossing Blvd, Suite 350
Centerville, UT 84014
zach@fierlawgroup.com
801-309-8500

If to Consultant:
Pinnacle Consulting Group, Inc.
Attn: Jason Woolard
550 W. Eisenhower Blvd
Loveland, CO 80537
jasonw@pcgi.com
970-669-3611

14. EXHIBITS:
All Exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

15. FORCE MAJEURE:
Any delays in or failure of performance by either Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of any such Party.

16. CAPTIONS:
The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the Services or intent of this Agreement.

17. ADDITIONAL DOCUMENTS OR ACTION:
The Parties agree to execute any additional documents or take any additional actions that are reasonably necessary to carry out the intent of this Agreement.

18. INTEGRATION AND AMENDMENT:
This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

19. DEFAULT:
Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, after notice of default and failure of defaulting Party to cure within ten (10) days, then this Agreement, at the option of the Party who is not in default, may be terminated and the nondefaulting Party may recover such damages as may be proper. If the nondefaulting Party elects to treat this Agreement as being in full force and effect, the nondefaulting Party shall have the right to an action for specific performance or damages or both.

20. WAIVER OF BREACH:
A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

21. GOVERNING LAW:
This Agreement shall be governed by the laws of the State of Colorado.

22. BINDING EFFECT:
This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

23. COMPLIANCE WITH APPLICABLE LAW:
Consultant shall provide the Services and as set forth herein in a manner which, to the best knowledge of Consultant's belief is in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Scope of Services to be provided under this Agreement.

© 2006-2025 Pinnacle Consulting Group, Inc

24. LIABILITY OF THE DISTRICT:

No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District, shall constitute or create an indebtedness or debt of the District within the meaning of any State of Utah constitutional provision or statutory limitation.

25. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION:

District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

26. INSPECTION:

Either Party shall have access to any books, documents, papers and records of the other that are directly related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

[Remainder of this page intentionally left blank.]

© 2006-2025 Pinnacle Consulting Group, Inc

In witness whereof, the Parties hereto have made and executed this Agreement to be effective as of the 23rd day of May, 2025.

DISTRICT:
Wildwood Reserve Infrastructure Financing District

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

CONSULTANT:
Pinnacle Consulting Group, Inc.

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

EXHIBIT A
SCOPE OF SERVICES

BOND ISSUANCE SUPPORT SERVICES (Pre-Bond Issuance Services)

- Provide input for the bond questionnaire in collaboration with the bond attorney, confirm accurate information in the documents, and respond to the bond team on all District related questions and clarifications.
- Provide quality control reviews of final documents, including Limited Offering Memorandum, indenture, capital pledge agreements, District resolutions, bond purchase agreement, continuing disclosure agreement, and all necessary amendments to IGA's, etc.
- Prepare and present annual budget to the public and Board.
- Prepare Accountant Certification for Construction Fund Requisition for payment of infrastructure.
- Participate in meetings with the bond team to discuss and coordinate matters associated with the bonding process.
- Attend special board meetings associated with the bonding process.

ACCOUNTING AND FINANCE (Post-Bond Issuance Services)

District Accounting

- Maintain District accounting records to include the cash receipts journal, cash disbursements journal, general ledger, accounts receivable journals and ledgers.
- Administer deposits with banks and financial institutions.
- Manage and track bank account reconciliations, investment records, and developer advance receipt and repayment records.
- Maintain asset and depreciation schedules.
- Prepare journal entries.

Accounts Payable and Accounts Receivable

- Process payments monthly for approval by representatives of the Board of Directors.
- Prepare budget versus actual reports and check detail listing reports.
- Invoice and collect special assessment fees.
- Prepare billings, enter cash receipts, and track revenues.

Financial Statements

- Prepare financial statements including balance sheet and income statement.
- Provide current year forecast of revenues and expenditures.
- Provide budget versus actual expense analysis.
- Prepare and present financial reports and summaries of information at Board Meetings.

Cash Management

- Administer cash transfers and investment of funds, as needed, for operations, capital, and debt.
- Monitor district cash receipts, disbursements, and investments.
- Initiate transfers between banks.
- Assist with the coordination and execution of banking and investment transactions and documentation at the director of the Board of Directors.

Budget

- Collaborate with the Board of Directors on District priorities and goals throughout a well-coordinated annual budget process.
- Prepare annual budgets including detailed schedules.
- Assist with filing of the annual budget and certified mill levies, as needed.

- Monitor actual expenditures against the approved budget and assist the Board of Directors with questions.
- Present information at Board Meetings and coordinate with the client service team to post information to the District website.

Audit/Annual Reporting

- Facilitate the preparation of the audit by preparing and providing audit documentation and schedules to the auditors and review of financial statements.

Bond Compliance

- Ensure compliance with all bond requirements and filing of continuing disclosures by preparing continuing disclosure reports and monitoring compliance with bond indentures and trust agreements.

Financial Management

- Provide financial management through financial analysis of proposed transactions and a forward-looking review of debt and funding needs.
- Provide expert-level financial knowledge and opinion to the Board of Directors.

SPECIAL ASSESSMENT ADMINISTRATION (Post-Bond Issuance Services)

Special Assessment Administration

- Bill and collect Special Assessments in accordance with the special assessment resolution.
- Maintain District accounting records to include the cash receipts journal.
- Administer deposits with banks and financial institutions.
- Manage and track bank account reconciliations, investment records.

DISTRICT MANAGEMENT AND ADMINISTRATION

General Management

- Lead the client service team comprised of management, administration, accounting, and finance professionals. Coordinate and collaborate with attorneys, engineers, auditors, other consultants, and service contractors to facilitate district operations.
- Provide subject matter expertise in Utah's Infrastructure Financing Districts to assist the Board of Directors in setting policy.
- Consult and advise the Board of Directors to facilitate effective district operations and board meetings.
    - The District Manager communicates with the Board on a regular and ad-hoc basis. Communication during the Board Meeting preparation process is crucial to obtain the Board of Directors' insight on what items need to be addressed at each meeting.
- Represent the District to the public and media by serving as the district liaison along with other local governments.
- Address urgent District matters by directing resources to issues timely, effectively, and within budget.
- Oversee special projects and other ad-hoc needs of the District.
- Assign and track action items from board meetings and coordination meetings to ensure accountability.

Operations

- Collaborate with the Board of Directors to develop short- and long-term goals of the District through planning, communication, and review of financial forecasts.
- Provide comprehensive written Managers Reports and present at Board Meetings.
- Coordinate with legal counsel to ensure compliance and consistent application of legislation and regulations.
- Prioritize and delegate District operations to subject matter experts.
- Facilitate and coordinate the execution, implementation, and tracking of Intergovernmental Agreements (IGAs),

© 2006-2025 Pinnacle Consulting Group, Inc

easements, agreements, and other governing documents.
- Support legal counsel and the Board of Directors with negotiations associated with the District.
- Routinely review and update District policies and procedures.

Budget Management
- Lead coordination efforts of all District staff and stakeholders to develop annual budgets and meet the vision of the Board of Directors, maximize the functionality and life of District assets.
- Monitor and track the annual budget to maintain the financial health of the District.
- Support the Accounting Manager in processing monthly payables and generating financial reports.
- Support the audit coordination, compliance, and filing process.

Compliance
- Administer mandatory compliance of all state and local statutory requirements of the district in accordance with established deadlines:
- Website compliance in accordance with applicable state law and communication requirements.
- Maintain ownership and area of responsibility maps.
- Administer board meeting compliance requirements including notice postings and other required notifications.

Administration
- Plan, schedule, and facilitate meetings of the Board of Directors.
- Prepare meeting notices and post on public websites for public notification.
- Compile, organize, and distribute meeting materials via the board packet.
- Publish notice of potential amendments to the District budget on public websites.
- Draft and facilitate approval of meeting minutes.
- Serve as custodian of record for District records and administrative data.
- Oversee the drafting, execution, and tracking of agreements, legal documents, and service contracts.

DISTRICT:
Wildwood Reserve Infrastructure Financing District

Signature: ____________________________

Date: _________________________________

CONSULTANT:
Pinnacle Consulting Group, Inc.

Signature: ______________________________

Date: _________________________________

© 2006-2025 Pinnacle Consulting Group, Inc

EXHIBIT B
COMPENSATION FOR SERVICES

District shall pay Consultant for Services as set forth in Exhibit A (Scope of Services) and for special projects and additional services requested by the Board of Directors on an hourly basis at the hourly rates as set forth in this Exhibit B.

Description of Services	2025 Rate
Bond Issuance Support Services (To be paid from bond proceeds at closing)	\$260 Not to Exceed \$5,000
Accounting and Finance Services (Billed on an hourly basis following bond closing)	\$165
Special Assessment Administration (Billed on an hourly basis following bond closing)	\$165
District Management and Administration	\$165

Reimbursable Expenses are in addition to compensation for Services by Consultant and include expenses incurred by Consultant and its employees and consultants in the interest of the District:

- Mileage and related travel expenses for services directly related to the District.
- Expenses paid for accounting and community management software.
- Expenses paid for District annual IRS Form 1099 renewals.
- Expenses paid for Secretary of State registration, filings, and periodic reporting.
- Expenses paid for District website domain, hosting, accessibility, and IT support services.
- Expenses paid for District specific email address(es), phone number(s), and IT support services.
- Expenses paid for newspaper publications associated with District budget amendments, public bidding, etc.
- Permit fees and other fees to secure approval of authorities having jurisdiction over the District.
- Postage, courier and mailing services, document reproduction, facsimiles, or similar document expenses.

DISTRICT:
Wildwood Reserve Infrastructure Financing District

Signature: ______________________________

Date: ___________________________________

CONSULTANT:
Pinnacle Consulting Group, Inc.

Signature: ______________________________

Date: ___________________________________

VIA E-MAIL May 22, 2025

Wildwood Infrastructure Financing District
Attn: Fier Law
1148 W. Legacy Crossing Blvd, Suite 350
Centerville, Utah, 84014

Proposal For District Engineering Services

The purpose of this letter is to define the scope of services The Connextion Group - Civil, LLC ("Connextion Group") will provide to Wildwood Infrastructure Financing District (the "District"). We appreciate the opportunity to submit this proposal for consideration by the District's Board of Trustees.

The District has requested proposals from a District Engineer to substantiate costs related to the provisions of public infrastructure and verify that such costs are reasonable. The District intends to select the District Engineer based on competency, qualifications, and experience to provide the needed engineering services.

Why The Connextion Group?

Connextion Group understands districts and our team has ensured statutory compliance on hundreds of districts throughout Colorado and Utah. We deliver the highest caliber of service and leverage our vast experience, unbiased perspective, and attention to detail to do so. The key to our success is a team that understands the importance of effective project management, continued advancement, and communication. Our reputation is tied to every district we serve, and Connextion Group is committed to providing what is necessary to meet the needs of Wildwood Infrastructure Financing District.

Proposed Scope Of Service

District Engineering Services **–** Connextion Group will serve as the District Engineer for the Project. As the District Engineer, we will provide a public improvement cost estimation report, cost certification reports, and any other engineering consulting services that the District may reasonably request. Upon acceptance of this proposal, the District authorizes Connextion Group to perform the services outlined in Attachment A. Connextion Group may submit additional proposals or task orders for work that is outside the outlined scope as requested by the District.

Compensation Schedule

Connextion Group will serve as the District Engineer on a Time and Materials basis. Under this arrangement, we will charge for our time and effort at the rates included below plus any additional costs assumed by Connextion Group during the engagement period to perform the services properly. Connextion Group records time in 15-minute increments at the rate we determine appropriate for the experience and capabilities required to complete our services. The Connextion Group will only charge for reasonable hours (based on the complexity, skill, time constraints imposed by the District, and results achieved) to complete the work.

Hourly rates and fees may be revised periodically without notice to reflect the current cost for delivery of the services provided. The current charge rate by position is as follows:

District Engineer	\$175.00/Hr.
Project Manager	\$160.00/Hr.
Project Engineer	\$140.00/Hr.
Project Administrator	\$115.00/Hr.
Mileage Reimbursement	IRS Standard mileage rate + 10%
Subconsultant Services	Cost + 10%

PAYMENT TERMS

Invoices will show the total time recorded per charge rate. We reserve the right to bill the District for our services performed by the direction of any individual board member or representative of the District, whether in person or in writing.

Connextion Group invoices monthly or on any reasonable basis we may determine necessary. The District agrees to make prompt payment of all outstanding invoices. We reserve the right to charge interest at the rate of 1.5% per month on the invoiced amounts 60 days after submission to the District until paid. Connextion Group may, upon five (5) days' notice to the District, suspend all services until paid in full and may terminate the agreement.

MISCELLANEOUS

Our services will be carried out by a professional engineer from Connextion Group. To ensure cost-effective delivery while maintaining the highest standards of service, Connextion Group may also engage other staff members or third-party consultants, subject to District approval, to assist in the execution of our services.

The District agrees to allow Connextion Group to use images and names of the District and Development for marketing purposes. The District understands that the services we may perform require certain documents to provide an opinion report and the District agrees to make their best efforts to provide these documents in a timely manner.

Thank you for your consideration. We look forward to a positive working relationship.

Sincerely,

Barrett Marrocco, PE
Principal

ATTACHMENT A: AUTHORIZED SERVICES

Cost Certification Report –Connexion Group will prepare a report certifying to the District that that in our professional opinion, the costs included as part of the report are eligible for funding by the District, reasonable, and comparable to similar developments. To provide this report, we anticipate the following actions will be required:

- **Project Meetings:** As part of the Cost Certification process, Connexion Group anticipates the need to hold a kick-off call to discuss our process with the Client. In addition to the kick-off call, it is anticipated that follow-up meetings will be necessary to complete the report.
- **Reference Document Review:** Connexion Group will review the Development Agreement, Governing Document, Construction Drawings, and Plat to determine which improvements are public in nature and eligible for funding by the District. The Connexion Group can review any other applicable documents impacting eligibility or cost sharing that the District or Developer may be party to.
- **Invoice Review:** Connexion Group will review the invoices and other material presented to substantiate the District Eligible Costs.
- **Quantity and Unit Cost Comparison:** Connexion Group will perform select construction drawing take-offs to verify that the invoiced quantities generally match what is shown on the drawings. Select unit costs will be compared to similar developments to confirm overall reasonableness. Alternatively, the Connexion Group may compare overall Project costs to similar sized developments located in reasonable proximity to determine overall reasonableness.
- **Site Observation:** Connexion Group may determine that it is necessary to visit the site to verify the status of construction and review the condition of the improvements being certified. While The Connexion Group will rely on information provided from the county, city, or design engineer for compliance with specifications, we reserve the right to review the condition of improvements prior to certifying the costs related to those improvements.
- **Report Delivery:** Connexion Group will draft a report detailing our process, the materials reviewed, assumptions made, and our resulting findings regarding the total District Eligible Costs.

Other Services – Please do not hesitate to contact us with any needs or requests as we may be able to help. Connexion Group has extensive experience working with special districts and the scopes listed above are not inclusive of all services offered. When services are requested by the Developer or their representative, Connexion Group reserves the right to perform the service prior to written approval and the Developer in turn agrees to approve the requested at the same terms. While Connexion Group may perform any requested service with verbal direction, we may request the service to be directed in writing following any conversation regarding the matter. In the event the services requested are not able to be provided by Connexion Group, we may be able to recommend another trusted firm for you.

THE CONNEXTION GROUP

ATTACHMENT C: ADDITIONAL SERVICES COMMONLY PROVIDED BY THE CONNEXTION GROUP

Public Improvement Cost Estimation– Connextion Group will review the relevant documents provided by the Developer or District representations to identify which improvements are eligible for District Financing. We will prepare a cost estimate of the proposed civil infrastructure and allocate such costs as public or private expenditures. If requested, we will provide a corresponding exhibit showing the approximate improvement locations. The exhibit is to serve as a graphic aid for the estimate and demonstrating the public improvement locations.

Infrastructure Conveyance Report – The Connextion Group will prepare a report with our recommendation regarding the conveyance of infrastructure to the District for ownership and maintenance.

Cost Share/Allocation – The Connextion Group will review the public infrastructure, determine the benefit of the specific infrastructure elements to the parties, and make a recommendation on the allocation of costs. The Connextion Group is familiar with a wide range of allocation methodologies and can provide the Districts with various alternatives if desired.

Airborne Imagery – The Connextion Group will utilize unmanned aircraft to create high-quality bird's-eye view images and/or videos that focus on landscapes and surface objects. Imagery can be taken at set intervals to document construction progress. The images and video will be provided as a downloadable link to the District.

Minimum Cost Confirmation – The Connextion Group will review existing cost estimates of the public infrastructure and improvements to be financed by the District and confirm they exceed a set dollar amount. Our statement will be based on a review of construction contracts, quotes and preliminary engineering estimates provided by the Developer for the type and location of said proposed improvements.

Town Reimbursement Requests – The Connextion Group will review the development agreement (or similar), applicable code, construction documents, and costs to prepare a report requesting reimbursement for eligible improvements (typically those that benefit both offsite properties and the District). The report can include but is not limited to our findings regarding completion, fair market value, and allocation of the costs. The Connextion Group can attend meetings with the appropriate parties or jurisdictions as part of this scope of services.

Schedule of Value/Cost Estimation – The Connextion Group will review the construction documents to determine schedule of value line items and quantities. The line items will include items typically used by contractors to bid civil infrastructure projects. If desired, the schedule of values can be used for the purpose of soliciting contractor bids or verification contractor provided quantities are within reason. Although we strive to be as accurate as possible during quantity tabulation, we cannot guarantee they will match those required to complete to project. We can apply unit costs seen on similar projects for the purpose of determining an approximate civil infrastructure cost.

Development of District Rules and Regulations Regarding Civil Infrastructure – The Connextion Group can offer the District assistance in developing rules and regulations surrounding public infrastructure owned and/or operated by the District. This may include but is not limited to recommendations regarding best practices, scheduling, ownership demarcation, or special use cases.

Reserve Study – Connextion Group will review the proposed plans to determine which improvements are to be district-owned and project future repair and replacement costs. In addition, we will assess the current condition of existing infrastructure assets and include them as part of the reserve study findings. By evaluating the long-term financial needs of these assets, the reserve study will provide a detailed plan for the accumulation of funds required to maintain and replace infrastructure over time, helping to ensure the continued functionality, safety, and value of the property or community.

Construction Administration – Connextion Group will provide construction administration services on behalf of the District. As part of this we can provide:

- Project Bidding
- Project Contracting
- Pay Application Creation & Review
- Change Order Review & Project Support
- Contract Closeout

D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

May 22, 2025
Wildwood Reserve
Infrastructure Financing District
1148 W Legacy Crossing Blvd. Suite 350
Centerville, UT 84014

95 S State St, Suite 1500
Salt Lake City, UT 84111
801.994.3166
www.dadavidson.com/ficm
D.A. Davidson & Co. member SIPC

RE: LETTER AGREEMENT FOR INVESTMENT BANKING SERVICES TO WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

Dear Zach Harding,

This letter agreement (this "Letter Agreement") confirms the terms and conditions upon which D.A. Davidson & Co. Fixed Income Capital Markets ("Davidson"), will provide investment banking services to Wildwood Reserve Infrastructure Financing District (the "Client") in relation to the development known as Wildwood Reserve in Wasatch County (the "Project"), as well as any additional developments or projects as mutually agreed upon by Davidson and the Client.

The investment banking services rendered by Davidson under this Letter Agreement may include:

- Analysis of the Project's credit quality
- Analysis of the capital markets, including interest rates and terms available in the market
- Evaluating potential strategies to achieve the Client's goals
- Working with the Client's consultants and attorneys to determine the feasibility of various borrowing or restructuring options
- Advising the Client on the structure and terms of a restructured bond or a new bond or loan
- Coordinating with the Client's attorneys and consultants, the dissemination of financial data
- Negotiating the structure and terms of the Bonds/loan with the purchaser on behalf of the Client
- Underwriting or privately placing Bonds on behalf of the Client, or assisting the Client in obtaining a direct, tax exempt loan
- Under the direction and legal advice of nationally recognized bond counsel, assist and supervise the steps necessary to be taken to close the transaction

Delivered with this Letter Agreement are the disclosures required by MSRB Rule G-17 regarding our role, duties and interests as an underwriter of the Bonds. By signing this Letter Agreement, the Client acknowledges and agrees that: (i) the transaction contemplated by this Agreement will be an arm's length, commercial transaction between the Client and the purchaser, in which Davidson may be acting as an agent or as an underwriter, but not as a municipal advisor, financial advisor or fiduciary to the Client; (ii) Davidson has not assumed any fiduciary responsibility to the Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations Davidson will have to the Client with respect to the transaction contemplated hereby are expressly set forth in this Letter Agreement; and (iv) the Client has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate. The representative of the Client signing this Letter Agreement has been duly authorized to execute this Letter Agreement and to act hereunder.

Compensation to Davidson

Davidson and the Client expressly acknowledge that Davidson is assisting the Client with the services listed above, for which compensation is owed to Davidson. Davidson agrees that such compensation may be paid from proceeds of any bonds or other debt issued by the Client, as follows.

Compensation to Davidson from Client's Issuance of Bonds or Other Debt. At such time as arrangements for the sale of bonds or other borrowing have been completed by the Client, the Client acknowledges that Davidson shall be compensated for the services provided pursuant to this Letter Agreement as shown below, or $30,000, whichever is greater:

- 2.0% of par for underwriting/placement of senior Bonds

In addition to such compensation, the Client expressly acknowledges the following is intended to be paid by the Client as a component of the cost of issuance of the bonds or placement of the debt: (i) legal fees incurred by Davidson's engagement of underwriter's counsel or placement agent's counsel in connection with the issuance of bonds or placement of the debt, as applicable; and (ii) legal fees related to third-party review of past continuing disclosure compliance. Unless otherwise agreed to by the Client, the Client's payment of the foregoing is contingent upon the sale of bonds or placement of debt.

This Letter Agreement is not an offer to purchase Bonds. If the sale of Bonds or other borrowing does not occur, Davidson shall not be owed compensation. Please indicate by your signature below your desire to engage D.A. Davidson & Co. Fixed Income Capital Markets to provide investment banking services on these terms.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets

____
Sam Elder
Senior Vice President

ACCEPTED this _____ day of ___________ 2025.

____
Authorized Officer
Wildwood Reserve Infrastructure Financing District

D|A DAVIDSON

EXHIBIT A

D.A. Davidson & Co. (hereinafter referred to as "Davidson" or "underwriter") intends/ proposes to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter/senior managing underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

Disclosures Concerning the Underwriters Role:

(i) MSRB Rule G·17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length transaction with the Issuer. The underwriters financial and other interests that may differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

(v) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(vi) The underwriter will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosures Concerning the Underwriters Compensation:

As underwriter, Davidson will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Additional Conflicts Disclosure:

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

GILMORE BELL

15 West South Temple, Suite 1400
Salt Lake City, Utah 84101-1535

(801) 364-5080 / (801) 364-5032 FAX / gilmorebell.com

May 23, 2025

Wildwood Reserve Infrastructure Financing District
c/o Fier Law Group
1148 West Legacy Crossing Blvd., Suite 350
Centerville, Utah 84014
Attention: Zach Harding

Re: Proposed Issuance of Special Assessment Bonds, Series 2025 (Wildwood Reserve Assessment Area) of Wildwood Reserve Infrastructure Financing District

Dear Board Members:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond and disclosure counsel to Wildwood Reserve Infrastructure Financing District (the "*Issuer*"), in connection with the issuance of the above-referenced bonds (the "*Bonds*"). We understand that the Bonds are being issued for the purpose of financing the costs of publicly owned infrastructure, facilities or systems, along with others necessary miscellaneous improvements, including administrative and overhead costs, capitalized interest and the costs of funding a bond funded reserve fund, and will be secured by assessments imposed by the Issuer. We further understand that the Bonds are anticipated to be placed by D.A. Davidson & Co. (the "*Placement Agent*").

SCOPE OF ENGAGEMENT

In this engagement, as bond and disclosure counsel to the Issuer we expect to perform the following duties:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "*Bond Opinion*") regarding the validity and binding effect of the Bonds, the excludability of interest on the Bonds from gross income for federal and Utah income tax purposes, and such related matters as we deem necessary or appropriate.

(2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.

(3) Prepare or review authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.

(4) In our capacity as disclosure counsel to the Issuer, we will: (a) assist the Issuer in the preparation of the Private Placement Memorandum relating to the Bonds and consult with the Issuer regarding any disclosure issues that may arise in conjunction with the planned issuance of the Bonds, and (b) assist the Issuer in responding to the due diligence requests of the Placement Agent and its counsel.

(5) Draft or review the continuing disclosure understanding of the Issuer.

(6) Prepare or review those sections of the Private Placement Memorandum to be disseminated in connection with the sale of the Bonds involving: (a) the terms of the Bonds, (b) appropriate descriptions or summaries of certain legal documents and legal matters, (c) Utah and federal law pertinent to the validity of the Bonds and the income tax treatment of interest paid thereon, and (d) our Bond Opinion. We will deliver a customary supplemental opinion of bond counsel regarding the above sections of the offering document and certain other matters at closing.

(7) Assist the Issuer in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filing.

(8) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

(9) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.

(10) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the Issuer in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.

(b) Preparing blue sky or investment surveys with respect to the Bonds.

(c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.

(d) Making an investigation or expressing any view as to the creditworthiness of the Issuer or any credit enhancement provider for the Bonds.

(e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.

(f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(g) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes *(e.g.,* our engagement does not include rebate calculations for the Bonds).

(h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We understand that Fier Law Group has also been engaged by the Issuer as general counsel and to represent the Issuer in connection with the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and delivery of our Bond Opinion. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds. We do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal and Utah income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Bonds and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the Issuer want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We may also represent, in unrelated matters, one or more of the entities involved in the issuance of the Bonds, including the Placement Agent. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the Issuer, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Our fee will be mutually agreed upon, based upon (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith. Our fee may vary (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (b) if material changes in the structure or schedule of the financing occur, or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, teleconference charges, telecopy charges, postage, filing fees, computer-assisted research and other expenses.

Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the Closing. If the financing is not consummated or is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be paid a reasonable fee for work to date that is mutually agreed upon between you and us.

RECORDS

Papers and property furnished by you will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you. If this engagement letter is not signed and returned, but you direct us to conduct the work as initially discussed without objection to the terms of this letter, we will consider this letter to govern our relationship unless we agree otherwise in writing.

GILMORE & BELL, P.C.

By:__________________________________

ACCEPTED AND APPROVED:

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

By: ___________________________________
Title: ___________________________________
Date: ___________________________________

JOINT RESOLUTION

OF THE BOARD OF TRUSTEES OF THE

WILDWOOD RESERVE INFRASTRUCTURE FINANCING

DISTRICT ADOPTING A CONFLICT OF INTEREST POLICY

WHEREAS, the Wildwood Reserve Infrastructure Financing District (the “District”), a political subdivision and body corporate and politic of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code Annotated 1953; and

WHEREAS, pursuant to Utah Code Section 67-16-9, no public officer or public employee shall have personal investments in any business entity which will create a substantial conflict of interest between his or her private interest and his or her public duties; and

WHEREAS, the Boards of Trustees of the District (each a “Board”) desires to adopt a conflict of interest policy as set forth in this resolution to provide guidance and procedures for conflicts of interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Overview**. The District’s officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the District. Officers owe a fiduciary duty to the District and must not act in a manner that is contrary to that duty or to the interests of the District. Officers must place the interests of the District over their own personal interests with respect to the governance, policy, strategic direction and operations of the District.

2. **Policy**. It is the intent of the Board to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the District’s interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the District. For the purposes of this policy, an officer’s “personal interest” includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

3. **Officers**. The following provisions shall serve as a guide to officers with respect to the affairs of the District:

a. The District’s officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the District of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds $50.00.

b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the District, or to individually conduct negotiations or make contacts or inquiries on behalf of the District unless officially designated by the Board.

c. Officers are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the District is prohibited if this interest or relationship might tend to impair the ability of the officers to be independent and objective in his or her service to the District.

d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Board of Trustees which shall decide if such interest should prevent the District from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means officer’s spouse, parent, dependent children, and other dependent relatives.

e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.

f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the District.

g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the Recording Secretary and made available to the public upon request.

h. The Recording Secretary shall provide copies of all completed Forms to the Board Chair at the end of January each year.

i. The Board Chair shall review all completed forms and consider the disclosures. The Board Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

ADOPTED MAY 27, 2025.

DISTRICT:

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT, a body politic and corporate created and validly existing under the laws of the State of Utah

By: ______________________________
_______________, Chair

Attest:

By: ______________________________
_______________, Vice Chair

APPROVED AS TO FORM:

By:______________________________
Zach Harding, Partner
Fier Law Group, LLC
General Counsel to the District

JOINT RESOLUTION

OF THE BOARD OF TRUSTEES

OF THE WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

ADOPTING RULES OF ORDER AND PROCEDURE TO

GOVERN PUBLIC MEETINGS

WHEREAS, the Wildwood Reserve Infrastructure Financing District (the "District"), a political subdivision and body corporate and politic of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code Annotated 1953; and

WHEREAS, the District's Boards of Trustees (the "Board") are obligated under Utah Code Sections 17B-2a-1302(1)(b) and 17B-1-310(3)(b) to adopt rules of order and procedure; and

WHEREAS, the District wishes to adopt rules of order and procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

RULE NO. 1

The District will comply with all required procedures that are stated in the Open and Public Meetings Act and other related provisions of the Utah Code.

RULE NO. 2

An item may be placed on the agenda by any member of the Board, or by a person acting at their direction or with their consent. The agenda for a meeting will be the guide to the meeting. If matters come up for discussion that are not on the agenda, no final action can be taken on any matter not on the agenda.

RULE NO. 3

The District Chair (or an authorized person conducting a meeting on the Chair's behalf or in the chair's absence), will open and introduce an item on the agenda in order, unless the chair or authorized person determines that there is a good reason to consider agenda items out of order. If an agenda item is one that requires discussion, the Board can consider and discuss the item in a polite, civil, free-for-all type exchange of ideas for as long as they believe to be necessary. When the Chair or authorized person believes that a discussion has gone on long enough, and the item is one that requires a decision of the Board, the Chair or authorized person can ask for vote on the matter. Any member of the Board who has had enough of the discussion can at any time also ask the Chair or authorized person either to move on to the next item or call for a vote on the item. If a majority of the Board agree, the Chair or authorized person shall call for a vote or move on to the next item as appropriate. No formal motions or seconds are required or necessary for such a request.

RULE NO. 4

The Board shall treat each with respect and act at all times during the meeting in a civil and courteous manner to each other and the public.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

ADOPTED MAY 27, 2025.

DISTRICT:

WILDWOOD RESERVER INFRASTRUCTURE FINANCING DISTRICT, a body politic and corporate created and validly existing under the laws of the State of Utah

By: ______________________________
__________________, Chair

Attest:

By: ______________________________
________________, Vice Chair

APPROVED AS TO FORM:

By:________________________________
Zach Harding, Partner
Fier Law Group, LLC
General Counsel to the District

JOINT RESOLUTION

OF THE BOARD OF TRUSTEES

OF THE WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

ADOPTING WRITTEN PROCEDURES

GOVERNING ELECTRONIC MEETINGS

WHEREAS, the Wildwood Reserve Infrastructure Financing District (the "District"), a political subdivision and body corporate and politic of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code Annotated 1953; and

WHEREAS, the District's Board of Trustees (the "Board") has the authority to approve and adopt written procedures governing electronic meetings pursuant to Utah Code Section 52-4-207; and

WHEREAS, the District wishes to adopt written procedures governing electronic meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Definitions**. Words used in this policy have the meanings provided in Title 52, Chapter 4, Open and Public Meetings Act, Utah Code 1953.

2. **Notice of Electronic Meetings**. The Board may convene and conduct an electronic meeting pursuant to the following procedures:

    a. Public notice will be given in accordance with Utah Code Section 52-4-202, as may be amended from time to time; and

    b. Notice of the electronic meeting will be provided to the Board at least 24 hours before the meeting so that they may participate and be counted as present for all purposes, including the determination that a quorum is present.

3. **Establishment of an Anchor Location for Electronic Meetings**.

    a. The Board hereby establishes the following possible anchor locations for any electronic meetings: 1148 W. Legacy Crossing Blvd., Suite 350, Centerville, UT 84014; or any other location as specified in the meeting notice.

b. Space and facilities at the anchor location will be provided, so that interested persons and the public may attend and monitor the open portions of the electronic meeting.

c. If the electronic meeting is a public hearing, space and facilities at the anchor location will be provided by the District, so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

d. The District may hold an electronic meeting without any Board members physically present at the anchor location, provided someone representing the District is present at the anchor location to assist members of the public who may attend the open portions of the meeting and ensure the meeting can be heard at the anchor location.

4. **Procedures for Electronic Meetings**.

a. One or more Board members may attend, participate, and vote in electronic meetings of the Board using electronic communications.

b. The District may use telephone conferencing, videoconferencing, or any other electronic means to allow trustees to participate in meetings of the District.

c. The record of a meeting shall indicate whether the Board member connected to the meeting electronically or in person.

d. A Board member shall be counted as present for purposes of determining whether a quorum is present, provided that the Board member can hear the meeting proceedings and the Board member can be heard by those participating in the meeting, at the time the Chair or other authorized person takes the initial roll of trustees present. The disconnection of any Board member for any reason after a quorum is determined to be present shall not invalidate the quorum or require the meeting to be adjourned, but any decision taken after the disconnection shall require the same number of votes to pass as if the Board member were still present and the quorum unchanged

e. Except for a unanimous vote, the Board shall take all votes by roll call during an electronic meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

ADOPTED MAY 27, 2025.

DISTRICT:

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT, a body politic and corporate created and validly existing under the laws of the State of Utah

By: ______________________________
_________________, Chair

Attest:

By: ______________________________
___________________, Vice Chair

APPROVED AS TO FORM:

By:________________________________
Zach Harding, Partner
Fier Law Group, LLC
General Counsel to the District

JOINT RESOLUTION

OF THE BOARD OF TRUSTEES

OF THE WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

ADOPTING PUBLIC RECORDS POLICY

WHEREAS, the Wildwood Reserve Infrastructure Financing District (the "District"), a political subdivision and body corporate and politic of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code Annotated 1953; and

WHEREAS, governmental entities should adopt a records policy that is consistent with Utah's Government Records Access Management Act; and

WHEREAS, the District wishes to adopt a records policy in conformity with Utah's Government Records Access Management Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Government Records Access and Management Act**. The District is subject to the Utah Government Records Access and Management Act ("GRAMA"). GRAMA provides the basis for the District's information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The District adopts GRAMA's standards for classification and designation of its records as public, private, controlled or protected.

2. **Executive/Chief Administrative Officer**. For all purposes under GRAMA, the District Chair shall be considered the District's executive officer and its chief administrative officer.

3. **Records Officer**. For all purposes under GRAMA, the District's Recording Secretary shall be considered the records officer of the District, or in other words, the individual responsible to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.

4. **Fees**. The District shall charge and collect those costs and fees allowed by GRAMA for responding to a request for a record, specifically including but not limited to those in GRAMA. The Chair may set the amounts of any such costs and fees, or waive any cost or fee in accordance with GRAMA.

5. **Requests for Records**. A request for a District record must be directed

to Wildwood Reserve Infrastructure Financing District, Attn: District Recording Secretary/Records Officer, c/o Fier Law Group, LLC, 1148 W. Legacy Crossing Blvd., Suite 350, Centerville, UT 84014.

6. **Appeal**. Any appeal from a determination must be filed by mailing it to Wildwood Reserve Infrastructure Financing District, Attn: Board of Trustees, c/o Fier Law Group, LLC, 1148 W. Legacy Crossing Blvd., Suite 350, Centerville, UT 84014.

7. **Requirement for Receiving or Retaining Records.** Notwithstanding the foregoing, the District shall retain all public records that the District is required by law to prepare and retain, including but not limited to meeting agendas, minutes, and notices. Further, the District is considered to have received and retained a document if it is considered and approved in a public meeting of the board of trustees of the District. The District shall not, without the written approval of the District Chair, be deemed to have received or retained any book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics, which is not expressly required by law to be retained by the District.

8. **Trade Secrets and Commercial Information.** The entire purpose of the District is to finance and construct public improvements in connection with development in Wasatch County, Utah. The District could potentially receive documents that would constitute trade secrets under Utah Code Section 13-24-2 or commercial information (collectively "Commercial Records"). Notwithstanding Section 7 above, if the District receives and retains Commercial Records, and the District has received the information required under Utah Code Section 63G-2-309(1)(a)(i) related to the Commercial Records, the Commercial Records are considered "protected records" under GRAMA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

ADOPTED MAY 27, 2025.

DISTRICT:

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT, a body politic and corporate created and validly existing under the laws of the State of Utah

By: ______________________________
________________, Chair

Attest:

By: ______________________________
________________, Vice Chair

APPROVED AS TO FORM:

By:______________________________
Zach Harding, Partner
Fier Law Group, LLC
General Counsel to the District

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

JOINT ANNUAL ADMINISTRATIVE RESOLUTION

(2025)

WHEREAS, the Wildwood Reserve Infrastructure Financing District (the "District"), a political subdivision and body corporate and politic of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code Annotated 1953; and

WHEREAS, the Board of Trustees (the "Board") of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its members and consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Annual Registration with Lieutenant Governor.** The Board directs the District's legal counsel to complete the required Local Government and Limited Purpose Entity Registration with the Lieutenant Governor's Office no later than July 1st of each year following the issuance of a Certificate of Incorporation in accordance with Utah Code Section 67-1a-15, and to notify the Lieutenant Governor's Office of any changes to this information within 30 days of such changes.

2. **District Contact Information**. The Board directs the District's legal counsel to post the name, phone number, and email address of each member of the Board to the Public Notice Website within 30 days of the trustee taking office and whenever the contact information changes, in accordance with Utah Code Section 17B-1-303.

3. **Annual Report**. The Board directs the District's legal counsel to file an annual report with the state auditor, the clerk or recorder of each municipality in which the District is located, and the Wasatch County clerk or recorder, as outlined in the District's Governing Document and pursuant to Utah Code Section 17B-2a-1307.

4. **Trustee Training – Board Member**. Pursuant to Utah Code Section 17B-1-312 each member of the Board shall, within one year after taking office, complete training developed by the Office of the State Auditor in cooperation with the Utah Association of Special Districts, and provide certification thereof to the Recording Secretary. An online training course that fulfills this requirement is available at training.auditor.utah.gov.

5. **Trustee Training – Open Meeting**. Pursuant to Utah Code Section 52-4-

104, each Board member shall, not more than once per year, complete the training provided by the State Auditor on the requirements of the Open and Public Meetings Act, and provide certification thereof to the Recording Secretary.

6. **Trustee Training - GRAMA (Records Officer)**. Pursuant to Utah Code Section 63G-2-108 the District Clerk/Secretary shall complete annually, an online training course in order to receive the required certification in GRAMA. This training can be accessed online at archives.utah.gov/rim/certification.html.

7. **Oaths**. Each Board member shall take an Oath of Office as specified in Article IV, Section 10 of the Utah Constitution, and as prescribed in Utah Code Section 17B-1-303(3)(a)(i). The Board directs the District's legal counsel to file each Oath of Office with the office of the District Clerk/Secretary in accordance with Utah Code Section 17B-1-303(3)(b).

8. **Trustee Bonds – Treasurer Required**. Pursuant to Utah Administrative Code Section R628-4-2(A), the District Treasurer shall secure a fidelity bond or crime insurance coverage in the amount shown in Utah Administrative Code Section R628-4-4.

9. **Conflict of Interest Disclosure Statement – Annual Requirement**. Pursuant to Utah Code Section 67-16-7; 67-16-8 and 67-16-9, the Board hereby determines that each Board member shall complete a Conflict of Interest Disclosure Statement and file their conflicts of interest disclosures with the Recording Secretary at the end of January of each year. Additionally, throughout the year, each Board member shall provide the Recording Secretary with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

10. **Officers**. The Board hereby acknowledges the following officers for the District:

    a. Chair: __________________

    b. Treasurer/Vice Chair: __________________

    c. Clerk/Secretary: ___________________

    d. Recording Secretary: Pinnacle Consulting Group, Inc.

    e. Records Officer: Pinnacle Consulting Group, Inc.

11. **Trustee Compensation**. At the discretion of the Board, Board members may receive compensation for their service, and/or per diem and travel

expenses in accordance with Utah Code Section 17B-1-307.

12. **Notice of Meetings**. The Board directs that all public notices be provided no less than 24 hours in advance and prepared in accordance with Utah Code Section 52-4-202.

13. **Anchor Locations**. Pursuant to Utah Code Section 52-4-101, *et seq.*, and the District's Resolution Adopting Written Procedures Governing Electronic Meetings, the Board determines to establish the following anchor location(s): 1148 W. Legacy Crossing Blvd., Suite 350, Centerville, UT 84014.

14. **Electronic Meeting Policy**. The District may convene and conduct electronic meetings pursuant to Utah Code Section 52-4-207, and the District's Resolution Adopting Written Procedures Governing Electronic Meetings.

15. **Regular Meeting Schedule**. Pursuant to Utah Code Section 52-4-202(2)(a), the Board determines to hold regular meetings on an ad hoc basis until it determines to set a regular meeting day and time. All notices of meetings shall designate whether such meeting will be held by electronic means, at an anchor location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

16. **Emergency Meeting**. In the event of an unforeseen emergency, the Board may call an emergency meeting pursuant to Utah Code Section 52-4-202(5) provided that an attempt has been made to notify all the members of the Board and a majority of the Board approves the meeting**.**

17. **Closed Meetings**. The Board may determine to hold a closed meeting in compliance with Utah Code Section 52-4-204, and in accordance with Utah Code Section 52-4-205. Any minutes or recordings of a closed meeting shall be prepared and retained in accordance with the requirements of Utah Code Section 52-4-206.

18. **Written minutes of open meetings -- Public records -- Recording of meetings**. The Board directs the Recording Secretary to transcribe minutes of all regular and emergency meetings in accordance with Utah Code Section 52-4-203(2). Pursuant to Utah Code Section 52- 4-203(4)(e)(i), the Board directs the Recording Secretary to make pending minutes available to the public within 30 days after holding the open meeting. Pursuant to Utah Code Section 52-4- 203(e)(ii), the Board directs the Recording Secretary to post the approved minutes and any public materials distributed at the meeting in accordance with Utah Code Section 52-4-203(e)(ii).

19. **Electronic Recording of Meetings**. Pursuant to Utah Code Section 52-4- 203(7)(b), no electronic recording of any open meeting shall be made or kept so long as the annual budgeted expenditures for all the District's funds, excluding capital expenditures and debt service, are $50,000 or less.

20. **GRAMA**. The Board hereby appoints the District's Recording Secretary/Records Officer as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with the District's Resolution Adopting a Public Records Policy. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the District's Resolution Adopting a Public Records Policy.

21. **Liability Insurance**. Provided the District's annual budget is $50,000 or more, the Board directs the District's legal counsel to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with Utah Code Section 17B-1-113(1).

22. **Tentative Budget/Budget Hearing**. Pursuant to Utah Code Section 17B-1-607, the Board directs the District's accountant to provide a tentative budget to the Board for review on or before the first regularly scheduled meeting in March 2025, at which time, the Board shall adopt the tentative budget, establish the time and place of a public hearing to take public comment on the same, and order notice of said hearing be provided in accordance with the requirements of Utah Code Section 17B-1-609.

23. **Budget Hearing Posting Requirement.** Following adoption of a tentative budget, and no less than seven days prior to the public hearing on the adoption of a final, the Board shall make available a copy of the tentative budget pursuant to Utah Code Section 17B-1-608(2)(b), the District shall publish the tentative budget as a class A notice under Utah Code Section 63G-30-102 for at least seven days. Pursuant to Utah Code Section 17-B-608(3), the tentative budget notice is exempt from the physical posting requirement described in Utah Code Section 63G-30-102(1)(c).

24. **Final Budget**. Following adoption of a final budget, the Board directs the District's accountant to file the Final Budget with the State Auditor within 30 days of adoption and post a copy of the Final Budget as required by Utah Code Section 17B-1-614(2).

25. **Budget Amendment**. Pursuant to Utah Code Section 17B-1-622, the Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel and the Board when expenditures are expected to exceed budgeted amounts.

26. **Audits**. Pursuant to Utah Code Section 17B-1-639 and within 180 days after the close of each fiscal year, the Board directs the District's accountant to prepare an annual financial report in conformity with generally accepted accounting principles as prescribed in the Uniform Accounting Manual for Special Districts.

27. **Approval of Expenditures**. Pursuant to Utah Code Section 17B-1-642(2), the Board authorizes the District's accountant to act as the financial officer of the District for the purposes of approving routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials. The Board shall, at least quarterly, review all expenditures authorized by the District's accountant. Pursuant to Utah Code Section 17B-1-642(4), the Board hereby sets the District Budget amount as the maximum sum over which all purchases may not be made without the Board's approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

ADOPTED MAY 27, 2025.

DISTRICT:

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT, a body politic and corporate created and validly existing under the laws of the State of Utah

By: ________________________________
________________, Chair

Attest:

By: ________________________________
_______________, Vice Chair

APPROVED AS TO FORM:

By:________________________________
Zach Harding, Partner
Fier Law Group, LLC
General Counsel to the District

JOINT WRITTEN CERTIFICATE

OF THE BOARD OF TRUSTEES OF THE

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

PURSUANT TO UTAH CODE SECTION 17B-1-217(2)

WHEREAS, the Wildwood Reserve Infrastructure Financing District (the "District"), a political subdivision and body corporate and politic of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code Annotated 1953; and

WHEREAS, the District declares that it is engaged in the following activity, service, and/or duties:

1) Levying and collecting a tax;

2) Providing a commodity or service;

3) Collecting a fee or charging an assessment for a commodity, service, facility, or improvement provided by the District;

4) Undertaking planning necessary for the provision of a commodity, service, facility, or improvement as reflected in a written study or report;

5) Acquiring or maintaining property or an easement necessary for a service, facility, or improvement to be provided by the District in accordance with the service plan adopted by the District;

6) Constructing, installing, maintaining, owning, or operating infrastructure for the provision of a commodity, service, facility, or improvement; and

7) Legally incurring debt, contracting; or otherwise being obligated to provide a commodity, service, facility, or improvement within a reasonable period of time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

ADOPTED MAY 27, 2025.

DISTRICT:

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT, a body politic and corporate created and validly existing under the laws of the State of Utah

By: ______________________________
__________________, Chair

Attest:

By: ______________________________
__________________, Vice Chair

APPROVED AS TO FORM:

By:________________________________
Zach Harding, Partner
Fier Law Group, LLC
General Counsel to the District

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT

2025 TENTATIVE BUDGET

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT
GENERAL FUND

	2025 Tentative Budget
Revenues	
Developer Advances	$ 50,000
Total Revenues	**$ 50,000**
Expenditures	
Accounting and Finance	$ 15,000
Audit	-
Insurance	5,000
District Management	15,000
Legal	15,000
Total Expenditures	**$ 50,000**
Revenues Over/(Under) Expenditures	**$ -**
Beginning Fund Balance	**$ -**
Ending Fund Balance	**$ -**
TOTAL EXPENDITURES REQUIRING APPROPRIATION	**$ 50,000**

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT
DEBT SERVICE FUND

	2025 Tentative Budget
Revenues	
Interest and Other Income	$ -
Total Revenues	**$ -**
Expenditures	
Bond Interest	$ 487,790
Trustee Fee	-
Total Expenditures	**$ 487,790**
Other Sources/(Uses) of Funds:	
Transfer from Capital Fund	3,179,288
Net Other Sources/(Uses) of Funds:	**$ 3,179,288**
Revenues Over/(Under) Expenditures	**$ 2,691,498**
Beginning Fund Balance	**$ -**
Ending Fund Balance	**$ 2,691,498**
Components of Ending Fund Balance	
Capitalized Interest	$ 1,605,558
Debt Service Reserve	1,085,940
Ending Fund Balance	**$ 2,691,498**
TOTAL EXPENDITURES REQUIRING APPROPRIATION	**$ 487,790**

WILDWOOD RESERVE INFRASTRUCTURE FINANCING DISTRICT
CAPITAL PROJECTS FUND

	2025 Tentative Budget
Revenues	
Interest and Other Income	-
Total Revenues	**$ -**
Expenditures	
Capital Outlay	$ 10,621,624
Total Expenditures	**$ 10,621,624**
Revenues over/(under) Expenditures	**$(10,621,624)**
Other Sources/(Uses) of Funds:	
Bond Proceeds	$ 14,338,000
Cost of Issuance	(537,088)
Transfer to Debt Service Fund	(3,179,288)
Net Other Sources/(Uses) of Funds:	**$ 10,621,624**
Revenues Over/(Under) Expenditures	**$ -**
Beginning Fund Balance	**$ -**
Ending Fund Balance	**$ -**

TOTAL EXPENDITURES REQUIRING APPROPRIATION	**$ 14,338,000**