

THIS INSTRUMENT PREPARED BY:

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RECORDING REQUESTED BY
WHEN RECORDED RETURN TO:

Clayton Properties Group, Inc.,
5000 Clayton Road
Maryville, TN 37804
Attn: Bob Blackburn

Space Above This Line Reserved for Recorder's Use

MEMORANDUM OF OPTION AGREEMENT

BY THIS MEMORANDUM OF OPTION AGREEMENT ("**Memorandum**"), entered into as of March 22, 2024, DOMAIN TIMBERLAKE MULTISTATE, LLC, a Delaware limited liability company ("**Owner**"), GRANTOR for indexing purposes, and CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation ("**Builder**"), GRANTEE for indexing purposes, declare and agree as follows:

A. Owner owns those certain single-family lots (the "**Lots**") and certain other real property located in the City of Saratoga Springs, County of Utah, State of Utah, and described on the attached Exhibit "A" (collectively, the "**Property**").

B. Owner granted to Builder, and does hereby grant to Builder, pursuant to that certain Option Agreement between Builder and Owner of even date herewith ("**Option Agreement**"), the option to purchase the Lots in accordance with the terms of the Option Agreement (the "**Option**").

C. The term of the Option commences upon the date this Memorandum is recorded in the Official Records of Utah County, Utah, and shall expire or lapse not later than April 30, 2026.

D. All of the other terms, conditions and agreement contained within the Option Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Option Agreement.

E. This Memorandum shall automatically terminate and be of no further force or effect with respect to (i) any dwelling unit constructed on the Property for which a certificate of occupancy has been obtained, concurrently with the conveyance of such dwelling unit to a purchaser of such dwelling unit; (ii) any portion of the Property (or interest therein) that is conveyed to Builder; and (iii) any portion of the Property (or interest therein) that is conveyed to

a city, county, any other governmental authority, a utility company, or any homeowner's association. Notwithstanding such automatic release, Owner agrees to provide any applicable release within five (5) days of request therefor by Builder.

OWNER:

DOMAIN TIMBERLAKE MULTISTATE, LLC,
a Delaware limited liability company

By: Domain Timberlake Holdings, LLC
Its: Manager

By: *Houdin Honarvar*
Name: Houdin Honarvar
Title: Authorized Signatory

State of New York)
)
County of NEW YORK)

This instrument was acknowledged before me on this 22 day of February, 2024, by Houdin Honarvar, the Authorized Signatory of Domain Timberlake Holdings, LLC, the Manager of Domain Timberlake Multistate, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
Notarial Public, State of New York
Name: DANIEL JESSE KIMMEL
My Commission Expires: 04-25-2026

[Seal]



IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first set forth above.

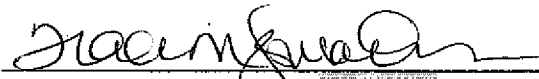
BUILDER:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

By: 
Name: Patrick H. Hamill
Its: Vice President

State of Colorado)
)
County of Denver)

This instrument was acknowledged before me on this 26th day of February, 2024, by Patrick H. Hamill, the Vice President of Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the corporation.


Notarial Public, State of Colorado
Name: Traci M. Swaim
My Commission Expires: 1/19/25

TRACI MJ SWAIM
Notary Public
State of Colorado
Notary ID # 19974000956
My Commission Expires 01-19-2025

[Seal]

Exhibit "A"**Legal Description of the Property**

Parcel 1:

Lots 733 through 782, inclusive, and Lots 796 through 800, inclusive, WANDER PHASE F1 AMENDED #1, according to the official plat thereof as recorded in the office of the Utah County Recorder on July 10, 2023 as Entry No. 44662:2023.

Parcel 2:

A parcel of land situated in the Southeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point lies North 89°57'40" West 1235.662 feet along the Section Line and North 3774.219 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°59'37" West 4.034 feet to a point on a 12.000 foot radius non tangent curve to the right, (radius bears North 89°59'37" West, Chord: South 45°00'11" West 16.970 feet); thence along the arc of said curve 18.848 feet through a central angle of 89°59'37"; thence West 187.030 feet to a point on a 12.000 foot radius tangent curve to the right, (radius bears North, Chord: North 45°00'00" West 16.971 feet); thence along the arc of said curve 18.850 feet through a central angle of 90°00'00"; thence North 387.000 feet; thence West 59.000 feet; thence North 216.823 feet; thence North 89°59'46" West 410.008 feet; thence North 00°00'14" East 110.000 feet; thence North 89°59'46" West 41.004 feet; thence North 00°00'14" East 59.000 feet; thence North 116.007 feet; thence East 510.000 feet; thence South 104.040 feet to a point on a 12.000 foot radius tangent curve to the left, (radius bears East, Chord: South 45°00'00" East 16.971 feet); thence along the arc of said curve 18.850 feet through a central angle of 90°00'00"; thence East 187.305 feet to a point on a 12.000 foot radius tangent curve to the left, (radius bears North, Chord: North 45°00'13" East 16.969 feet); thence along the arc of said curve 18.848 feet through a central angle of 89°59'34"; thence South 89°59'34" East 3.809 feet to said West Right-of-Way Line of Riverside Drive; thence along said Riverside Drive South 00°00'13" West 784.821 feet to the point of beginning.

(for informational purposes only, upon acceptance and recordation of the Plat H plat, Parcel II is to be known as: Lots 901 through 961, inclusive, WANDER PHASE H1)