

THIS INSTRUMENT PREPARED BY:

David B. Galle, Esq.  
Fox Rothschild LLP  
33 South 6th Street, Suite 3600  
Minneapolis, MN 55402-3338  
(612) 607-7000

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 October 29, 2024, DOMAIN TIMBERLAKE MULTISTATE 2, 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, 2027.

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.

*[Signature Pages to Follow]*

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

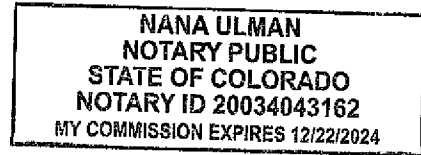
By: \_\_\_\_\_  
Name: Ryan Smith  
Its: Assistant Secretary

State of Colorado )  
County of Denver )

This instrument was acknowledged before me on this 29th day of October 2024, by Ryan Smith, the Assistant Secretary of Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the corporation.

*Nana Uрман*

Notarial Public, State of Colorado  
Name: NANA Uрман  
My Commission Expires: 12-22-2024



[Seal]

*[Owner's signature and acknowledgment is on the following page]*

**OWNER:**

**DOMAIN TIMBERLAKE MULTISTATE 2, LLC,**  
a Delaware limited liability company

By: DRP Holdco 3, LLC  
Its: Sole Member

By: DRP Intermediate Holdco, LLC  
Its: Sole Member

By: Domain Real Estate Partners, LLC  
Its: Sole Member

By: DW General Partner, LLC  
Its: Manager

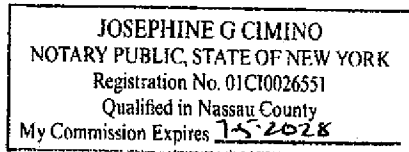
By: *Houdin Honarvar*  
Name: Houdin Honarvar  
Its: Authorized Signatory

State of New York            )  
  ) SS:  
County of New York        )

This instrument was acknowledged before me on this 29<sup>th</sup> day of October 2024, by Houdin Honarvar, the Authorized Signatory of DW General Partner, LLC, the Manager of Domain Real Estate Partners, LLC, the Sole Member of DRP Intermediate Holdco, LLC, the Sole Member of DRP Holdco 3, LLC, the Sole Member of Domain Timberlake Multistate 2, LLC, a Delaware limited liability company, on behalf of the company.

*Josephine G. Cimino*  
Notarial Public, State of New York  
Name: Josephine G. Cimino  
My Commission Expires: 1-5-2028

[Seal]



**Exhibit A to Special Warranty Deed****PARCELI**

Proposed WANDER PHASE H2, being more particularly described as follows:

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 1235.613 feet along the Section line and North 4559.040 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°59'34" West 3.809 feet to a point on a 12.000 foot radius non tangent curve to the right, (radius bears North 89°59'34" West, Chord: South 45°00'13" West 16.969 feet); thence along the arc of said curve 18.848 feet through a central angle of 89°59'34"; thence West 187.305 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 104.040 feet; thence West 59.000 feet; thence North 29.999 feet; thence West 120.000 feet; thence North 517.474 feet; thence South 84°55'27" East 108.606 feet to a point on a 800.500 foot radius tangent curve to the left, (radius bears North 05°04'33" East, Chord: South 84°57'19" East 0.871 feet); thence along the arc of said curve 0.871 feet through a central angle of 00°03'45" to a point of reverse curvature with a 12.000 foot radius tangent curve to the right, (radius bears South 05°00'48" West, Chord: South 42°29'36" East 16.212 feet); thence along the arc of said curve 17.800 feet through a central angle of 84°59'12"; thence East 29.500 feet; thence North 0.480 feet; thence East 29.500 feet to a point on a 12.000 foot radius non tangent curve to the right, (radius bears East, Chord: North 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 164.841 feet to said West right-of-way line of Riverside Drive and a point on a 35.500 foot radius non tangent curve to the right, (radius bears South 46°12'40" West, Chord: South 37°35'12" East 7.671 feet); thence along said Riverside Drive the following (4) courses: (1) along the arc of said curve 7.686 feet through a central angle of 12°24'16" to a point of reverse curvature with a 84.500 foot radius tangent curve to the left, (radius bears North 58°36'56" East, Chord: South 36°56'46" East 16.379 feet); (2) along the arc of said curve 16.405 feet through a central angle of 11°07'24" to a point of reverse curvature with a 90.500 foot radius tangent curve to the right, (radius bears South 47°29'31" West, Chord: South 21°15'08" East 65.618 feet); (3) along the arc of said curve 67.148 feet through a central angle of 42°30'41"; and (4) South 00°00'13" West 562.031 feet to the point of beginning.

**PARCEL II**

Lots 1065 through 1102, inclusive, WANDER PHASE H4, according to the official plat thereof as recorded in the office of the Utah County Recorder on September 5, 2024 as Entry No. 60641:2024.