

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

MICHAEL D. CHIUMENTO III, ESQ.
CHIUMENTO LAW, PLLC
145 CITY PLACE SUITE 301
PALM COAST, FL 32164
Attn: Kelly DeVore

TERMINATION

THIS TERMINATION (this “**Termination**”) is entered into by and between **BYRNDOG PCP, LLC**, a Florida limited liability company, whose address is 180 Brookhaven Court, Palm Coast, FL 32137 (“**Byrndog**”) and **JTL GRAND LANDINGS HOLDINGS LLC**, a Texas limited liability company, whose address is 16660 Dallas Parkway, Suite 1600, Dallas, Texas 75248 (“**JTL**”) as of the 17th day of December, 2023.

RECITALS

WHEREAS, BYRNDOG PCP, LLC, a Florida limited liability company (“Byrndog”) acquired the property as a successor and assign to Levitt and Sons of Flagler County, LLC, a Florida limited liability company (“Levitt”).

WHEREAS, JTL GRAND LANDINGS HOLDINGS, LLC, a Florida limited liability company (“JTL”), as successor and assign to The Reserve, LLC, a Delaware limited liability company (“Reserve”).

WHEREAS, Levitt and Reserve are parties to that certain Memorandum of Agreement dated December 28, 2005 and recorded at Official Records Book 1375, Page 1348, of the Public Records of Flagler County, Florida (the “**Memorandum**”), which purpose was to provide record notice of the existence of the Contract referenced therein.

WHEREAS, Levitt and Reserve are parties to that certain Declaration of Covenants and Restrictions dated December 28, 2005 and recorded at Official Records Book 1375, Page 1362, of the Public Records of Flagler County, Florida (the “**Declaration**”).

WHEREAS, Byrndog and JTL, respectively, the successors in title and the successor and assign of the Levitt Property and the Reserve Property wish to terminate the Memorandum and the Declaration. pursuant to Paragraph 9, 10 and 11 of the Memorandum and pursuant to Paragraphs 2 and 3 of the Declaration, Byrndog and JTL as successors in title and as successors and assigns and are the current owners of the Levitt Property and Reserve Property, respectively, and are authorized to and are agreeable to the termination of the Memorandum.

WHEREAS, Byrndog and JTL desire to terminate the Memorandum and Declaration of record.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration delivered pursuant to the Agreement, the receipt and sufficiency of which are acknowledged, Byrndog and JTL enter into the following agreement:

1. **Recitals.** The above recitals are true and correct and are incorporated in this Termination by reference as if set forth in full herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Memorandum and Declaration.
2. **Termination.** JTL and Byrndog hereby agree to terminate the Memorandum and Declaration. From the date of recording of this Termination, the Memorandum and the "Agreement" (as defined in the Memorandum) and the Declaration shall no longer encumber the Real Estate, and is of no further force or effect, and all property encumbered thereby is hereby released, freed and discharged from the encumbrance thereof.
3. **Binding Effect.** The terms and provisions of this Termination shall be binding upon and inure to the benefit of Byrndog and JTL, and their representatives, successors, and assigns. The burdens hereof shall run with the land, with the effect that any person or entity which acquires an interest in the Real Estate shall be bound by the burdens hereof. In the event of any conflict between the terms and conditions of this Termination and the terms of the Memorandum or Declaration, the terms of the Termination shall control.

[SIGNATURE PAGES TO FOLLOW]

My Commission Expires:

BYRNDOG:**BYRNDOG PCP, LLC,**

a Florida limited liability company

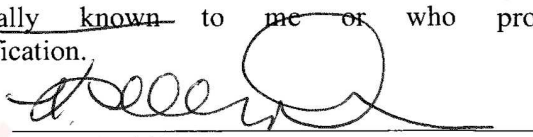
By: Doulgas Property & Development, Inc., its
Manager

By: _____

Name: Jeffrey R. DouglasTitle: PresidentSTATE OF FLORIDA)
COUNTY OF Flagler) ss.:

The foregoing instrument was acknowledged before me by means of (☒) physical presence or ()
online notarization this 20 day of Dec., 2023, by Jeffrey R. Douglas, as President of Douglas Property
& Development, Inc., the Manager of **BYRNDOG PCP, LLC**, a Florida limited liability company, on
behalf of the company, who is personally known to me or who produced
_____ as identification.

[Official Notarial Seal]



 Notary Public

(Print or type name)

Commission No.: _____

My Commission Expires:

